

Andrew Mitcham, Mayor
Drew Wasson, Council Position No. 1
Greg Holden, Council Position No. 2
Bobby Warren, Council Position No. 3
James Singleton, Council Position No. 4
Gary Wubbenhorst, Council Position No. 5



Austin Bless, City Manager
Lorri Coody, City Secretary
Justin Pruitt, City Attorney

Jersey Village City Council - Regular Meeting Agenda

Notice is hereby given of a Regular Meeting of the City Council of the City of Jersey Village to be held on Monday, December 21, 2020, at 7:00 p.m. via videoconferencing. All agenda items are subject to action. The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Pursuant to Section 418.016 of the Texas Government Code, on March 16, 2020, the Governor of the State of Texas granted the Office of the Attorney General's request for the temporary suspension of certain provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings that assemble large groups of people, as a precautionary measure to contain the spread of novel coronavirus COVID-19.

Accordingly, the public will not be allowed to be physically present at this Regular Session of the City Council of the City of Jersey Village, Texas, but the meeting will be available to members of the public and allow for two-way communications for those desiring to participate via telephone. To attend the meeting via telephone, please use the following toll-free number:

346-248-7799 along with Webinar ID: 879 2838 6502. If you do not wish to participate via telephone, you can view a live broadcast of the meeting on YouTube at <https://www.jerseyvillagetx.com/page/city.livestream>.

Any person interested in speaking during the public comment item on the agenda must submit his/her request via email to the City Secretary at lcoody@jerseyvillagetx.com. The request must include the speaker's name, address, topic of the comment and the phone number that will be used for teleconferencing. The request must be received no later than 12:00 p.m. on December 21, 2020.

The following will be observed by the public participating in the meeting:

- Callers will be called upon to speak by the Mayor.
- Once called upon for public comment, speakers should state their name and address before speaking.
- Callers will mute their phone unless called upon to speak (*to eliminate background noise*).
- Callers should use handsets rather than speakerphone whenever possible.

The agenda packet is accessible to the public at the following link: https://www.jerseyvillagetx.com/page/city.ags_mins_current_year.

After the meeting, a video recording of this meeting will be made available to the public at: https://www.jerseyvillagetx.com/page/city.ags_mins_current_year.

For more information or questions concerning the teleconference, please contact the City Secretary at 713-466-2102. The agenda items for this meeting are as follows:

A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Council Member, Bobby Warren

C. CITIZENS' COMMENTS

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council.

D. CITY MANAGER'S REPORT

1. Monthly Fund Balance Report, Enterprise Funds Report, Governmental Funds Report, Property Tax Collection Report – October 2020, General Fund Budget Projections as of November 2020, and Utility Fund Budget Projections – November 2020.
2. Fire Departmental Report and Communication Division's Monthly Report
3. Police Department Monthly Activity Report, Warrant Report, Staffing/Recruitment Report, and Police Open Records Requests
4. Municipal Court Collection Report, Municipal Court Activity Report, Municipal Court Courtroom Activity Report, Speeding and Stop Sign Citations within Residential Areas Report, and Court Proceeds Comparison Report
5. Public Works Departmental Status Report
6. Golf Course Monthly Report, Golf Course Financial Statement Report, Golf Course Budget Summary, and Parks and Recreation Departmental Report
7. Code Enforcement Report
8. December Employee of the Month

E. CONSENT AGENDA

The following items are considered routine in nature by the City Council and will be enacted with one motion and vote. There will not be separate discussion on these items unless requested by a Council Member, in which event the item will be removed from the Consent Agenda and considered by separate action.

1. Consider approval of the Minutes for the Regular Session Meeting held on November 16, 2020 and the Special Session held on November 17, 2020. *Lorri Coody, City Secretary*
2. Consider Resolution No. 2020-58, extending the term of the 2020 Comprehensive Plan Update Committee. *Austin Bleess, City Manager*
3. Consider Ordinance No. 2020-27, amending the General Fund Budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 in the amount not to exceed \$314,220 to amend various line items from the General Fund at the same time amending the Impact Fee Fund by increasing line item 04-45-5515 Consultant Services not to exceed \$45,400 from the Impact Fee Fund Balance for the fiscal year beginning October 1, 2019 and ending September 30, 2020 and amending the Court Technology/Security Fund by increasing line item 12-28-6574 Computer Software in the amount not to exceed \$9,000

from the Court Technology/Security Fund Balance all these amendments are in order to provide for the over budget line items. *Isabel Kato, Finance Director*

4. Consider Resolution No. 2020-59, appointing an Emergency Management Coordinator and an Assistant Emergency Management Coordinator for the City of Jersey Village. *Mark Bitz, Fire Chief*
5. Consider Resolution No. 2020-60, authorizing the City Manager to enter into an agreement with BBG Consulting Inc. to perform Community Development Services for the City. *Harry Ward, Director of Public Works*
6. Consider Resolution No. 2020-61, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-5 in order to align the city's floodplain higher standards with the Harris County Engineering Department. *Christian Somers, Building Official*
7. Consider Resolution No. 2020-62, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Sections 14-333 and 14-334 in order to align the city's floodplain higher standards with Harris County Engineering Department and to clarify exceptions the "twelve inches above highest adjacent grade rule." *Christian Somers, Building Official*
8. Consider Resolution No. 2020-63, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-152 - Drainage/Floodway Easements; Section 14-221 – Permit to Construct Storm Water Improvements; Section 14-222 – General Provisions; Section 14-223 – Design Criteria; Section 14-225 – Flood Damage Prevention; Section 14-226 – Stormwater Detention; and Section 14-359 – Local Amendments to the International Residential Code. *Christian Somers, Building Official*
9. Consider Resolution No. 2020-64, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-353 in order to align the city's floodplain higher standards with the Harris County Engineering Department. *Christian Somers, Building Official*

F. REGULAR SESSION

1. Consider Resolution No. 2020-65, appointing members to serve as Directors on the Tax Increment Reinvestment Zone Board for the City of Jersey Village Tax Increment Reinvestment Zone No. 2. *Lorri Coody, City Secretary*
2. Consider Ordinance No. 2020-28, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, "Building and Development," Article I, "In General," Section 14-5, "Definitions;" providing a severability clause; providing for repeal; providing for penalty; and providing an effective date. *Harry Ward, Public Works Director*
3. Consider Ordinance No. 2020-29, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, "Building and Development," Article XIII, "Building Code," Division 1, "Generally," Section 14-333, "Finished floor elevations;" and Section

14-334 “Reserved;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date. *Harry Ward, Public Works Director*

4. Consider Ordinance No. 2020-30, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” at Section 14-152, “Drainage/Floodway Easements;” Section 14-221, “Permit to Construct Storm Water Improvements;” Section 14-222, “General Provisions;” Section 14-223, “Design Criteria;” Section 14-225, “Flood Damage Prevention;” Section 14-226, “Stormwater Detention;” and Section 14-359, “Local Amendments to the International Residential Code;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date. *Harry Ward, Public Works Director*
5. Consider Ordinance No. 2020-31, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 2 “Standards,” Section 14-353, “Local amendments to the International Building Code;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date. *Harry Ward, Public Works Director*
6. Consider Resolution No. 2020-66, authorizing the City Manager to enter into a contract with Tyler Technologies – New World Public Safety for the purchase and implementation of a software system for use by the Police and Fire Departments. *Kirk Riggs, Chief of Police and Mark Bitz, Fire Chief*
7. Consider Ordinance No. 2020-32, amending the Capital Replacement Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by increasing line item 07-72-6581 (Radio/Radar Equipment) in the amount not to exceed \$515,900. *Kirk Riggs, Chief of Police and Mark Bitz, Fire Chief*
8. Discuss and take appropriate action regarding the City of Jersey Village Sales Tax Allocations. *Austin Bless, City Manager*

G. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

H. RECESS THE REGULAR SESSION

Recess the Regular Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.071 – Consult with Attorney and Section 551.072 – Deliberation Regarding Real Property.

I. EXECUTIVE SESSION

1. Pursuant to the Texas Open Meetings Act Section 551.072 – Deliberations Regarding Real Property regarding the potential purchase of Land – Reserve Detention B JERSEY VILLAGE COUNTRY CLUB, ESTATES SEC 4 2ND AMEND R/P. *Austin Bleess, City Manager*
2. Pursuant to the Texas Open Meetings Act Section 551.071, consult with attorney regarding pending lawsuit: Jersey Village Lodging LLC v. City of Jersey Village, Cause No. 2019-40593, 11th Judicial District, Harris County, Texas. *City Attorney*
3. Pursuant to the Texas Open Meetings Act Section 551.071, consult with City Attorney regarding the Comcast Franchise Fee dispute. *City Attorney*
4. Pursuant to the Texas Open Meeting Act Section 551.074, deliberate the appointment of election judges for the City of Jersey Village. *City Council*

J. ADJOURN EXECUTIVE SESSION

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Regular Session.

K. RECONVENE REGULAR SESSION

1. Discuss and take appropriate action on matter discussed in Executive Session regarding the pending lawsuit: Jersey Village Lodging LLC v. City of Jersey Village, Cause No. 2019-40593, 11th Judicial District, Harris County, Texas. *City Attorney*
2. Consider Ordinance No. 2020-33, finding that the structures at 16884 NW FWY, Jersey Village, Texas 77040, (Res B1, Northwest Village Business Park, R/P), the “Property”, have been repaired to the extent the property is not substandard; and making other findings and provisions related thereto. *City Attorney*
3. Discuss and take appropriate action regarding the matter discussed in Executive Session concerning a Settlement Agreement with Comcast regarding franchise fees. *Austin Bleess, City Manager*

L. ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify in accordance with the Texas Open Meeting Act, the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at City Hall, 16327 Lakeview, Jersey Village, TX 77040, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: December 16, 2020 at 10:30 a.m. and remained so posted until said meeting was convened.



Lorri Coody, TRCM
City Secretary

In compliance with the Americans with Disabilities Act, the City of Jersey Village will provide for reasonable accommodations for persons attending City Council meetings. Request for accommodations must be made to the City Secretary by calling 713 466-2102 forty-eight (48) hours prior to the meetings. Agendas are posted on the Internet Website at www.jerseyvillage.info.

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Council Member, Bobby Warren

C. CITIZENS' COMMENTS

Any person who desires to address City Council regarding an item on the agenda will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the City Council.



Jersey Village, TX

Fund Balance Report

As Of 11/30/2020

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - GENERAL FUND	4,045,302.88	1,337,420.95	1,560,031.63	3,822,692.20
02 - UTILITY FUND	12,059,541.99	858,022.85	299,976.33	12,617,588.51
03 - DEBT SERVICE FUND	325,372.69	3,570.57	0.00	328,943.26
04 - IMPACT FEE FUND	431,432.96	215.77	0.00	431,648.73
05 - MOTEL TAX FUND	92,851.36	8,289.29	950.00	100,190.65
06 - ASSET FORFEITURE FUND	18,237.45	4.48	3,620.00	14,621.93
07 - CAPITAL REPLACEMENT	7,918,057.08	1,107.16	300.00	7,918,864.24
10 - CAPITAL IMPROVEMENTS FUND	7,547,535.08	1,504.75	199,549.19	7,349,490.64
11 - GOLF COURSE FUND	-4,653,691.56	384,381.91	262,662.31	-4,531,971.96
12 - COURT RESTRICTED FEE FUND	63,859.34	0.00	5,993.59	57,865.75
13 - CDBG - GRANT	-38,349.58	0.00	0.00	-38,349.58
14 - TIRZ	0.00	0.00	0.00	0.00
50 - JV CRIME CONTROL	4,463,380.18	327,357.91	0.00	4,790,738.09
Report Total:	32,273,529.87	2,921,875.64	2,333,083.05	32,862,322.46

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020



Jersey Village, TX

Income Statement

Account Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 02 - UTILITY FUND					
Department: 40 - 40					
Category: 85 - FEE & CHARGES FOR SERVICE					
02-40-8541 WATER SERVICE	3,090,000.00	3,090,000.00	268,127.68	569,285.20	2,520,714.80
02-40-8542 SEWER SERVICE	1,545,000.00	1,545,000.00	131,558.47	263,056.89	1,281,943.11
Category: 85 - FEE & CHARGES FOR SERVICE Total:	4,635,000.00	4,635,000.00	399,686.15	832,342.09	3,802,657.91
Category: 96 - INTEREST EARNED					
02-40-9601 INTEREST EARNED	10,000.00	10,000.00	360.60	764.53	9,235.47
Category: 96 - INTEREST EARNED Total:	10,000.00	10,000.00	360.60	764.53	9,235.47
Category: 98 - MISCELLANEOUS REVENUE					
02-40-9802 SALE OF ASSETS	67,500.00	67,500.00	0.00	22,910.00	44,590.00
02-40-9840 PENALTIES & ADJUSTMENTS	30,000.00	30,000.00	0.00	0.00	30,000.00
02-40-9899 MISCELLANEOUS	30,000.00	30,000.00	982.79	2,006.23	27,993.77
Category: 98 - MISCELLANEOUS REVENUE Total:	127,500.00	127,500.00	982.79	24,916.23	102,583.77
Department: 40 - 40 Total:	4,772,500.00	4,772,500.00	401,029.54	858,022.85	3,914,477.15

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 45 - WATER & SEWER						
Category: 30 - SALARIES, WAGES, & BENEFITS						
02-45-3001	SALARIES	241,054.46	241,054.46	13,483.56	26,042.36	215,012.10
02-45-3003	LONGEVITY	288.08	288.08	24.00	43.83	244.25
02-45-3007	OVERTIME	30,000.00	30,000.00	3,516.57	6,043.15	23,956.85
02-45-3010	INCENTIVES	1,139.84	1,139.84	55.38	104.95	1,034.89
02-45-3051	FICA/MEDICARE TAXES	19,425.82	19,425.82	1,232.97	2,323.51	17,102.31
02-45-3052	WORKMEN'S COMPENSATION	5,183.00	5,183.00	0.00	3,544.52	1,638.48
02-45-3053	EMPLOYMENT TAXES	864.00	864.00	47.10	171.98	692.02
02-45-3054	RETIREMENT	38,256.52	38,256.52	2,432.11	4,590.15	33,666.37
02-45-3055	HEALTH INSURANCE	88,890.36	88,890.36	4,474.24	8,904.67	79,985.69
02-45-3056	LIFE INS	352.30	352.30	46.80	46.80	305.50
02-45-3057	DENTAL	5,092.10	5,092.10	302.46	586.88	4,505.22
02-45-3058	LONG-TERM DISABILITY	1,012.44	1,012.44	137.21	317.72	694.72
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		431,558.92	431,558.92	25,752.40	52,720.52	378,838.40
Category: 35 - SUPPLIES						
02-45-3502	POSTAGE/FREIGHT/DEL. FEE	11,000.00	11,000.00	886.45	5,152.03	5,847.97
02-45-3503	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	360.64	1,639.36
02-45-3504	WEARING APPAREL	2,000.00	2,000.00	46.00	1,169.08	830.92
02-45-3506	CHEMICALS	20,000.00	20,000.00	3,345.75	4,347.22	15,652.78
02-45-3510	BOOKS & PERIODICALS	600.00	600.00	0.00	0.00	600.00
02-45-3523	TOOLS/EQUIPMENT	4,000.00	4,000.00	0.00	52.56	3,947.44
02-45-3534	PARTS AND MATERIALS	1,200.00	1,200.00	376.80	138.18	1,061.82
02-45-3535	SHOP SUPPLIES	1,400.00	1,400.00	0.00	0.00	1,400.00
Category: 35 - SUPPLIES Total:		42,200.00	42,200.00	4,655.00	11,219.71	30,980.29
Category: 40 - MAINTENANCE--BLDGS, STRUC						
02-45-4001	BUILDINGS AND GROUNDS	3,000.00	3,000.00	0.00	0.00	3,000.00
02-45-4041	WATER SYSTEM MAINTENANCE	30,000.00	30,000.00	4,798.01	4,798.01	25,201.99
02-45-4042	SEWER SYSTEM MAINTENANCE	12,500.00	12,500.00	7,242.27	7,242.27	5,257.73
02-45-4043	WATER PLANTS MAINTENANCE	18,000.00	18,000.00	609.78	1,789.24	16,210.76
02-45-4044	LIFT STATIONS MAINTENANCE	36,000.00	36,000.00	960.00	8,445.00	27,555.00
02-45-4045	SEWER PLANT MAINTENANCE	45,000.00	45,000.00	0.00	4,674.00	40,326.00
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		144,500.00	144,500.00	13,610.06	26,948.52	117,551.48
Category: 45 - MAINTENANCE						
02-45-4504	COMPUTER SOFTWARE	7,400.00	7,400.00	284.00	426.00	6,974.00
Category: 45 - MAINTENANCE Total:		7,400.00	7,400.00	284.00	426.00	6,974.00
Category: 50 - SERVICES						
02-45-5012	PRINTING	1,800.00	1,800.00	0.00	102.00	1,698.00
02-45-5015	LAB TESTS	25,000.00	25,000.00	2,227.92	3,826.92	21,173.08
02-45-5017	UTILITIES	140,000.00	140,000.00	0.00	14,094.66	125,905.34
02-45-5019	W.O.B. DISPOSAL-O&M CONTR	350,000.00	350,000.00	46,934.84	47,067.66	302,932.34
02-45-5020	COMMUNICATIONS	7,000.00	7,000.00	0.00	200.65	6,799.35
02-45-5022	RENTAL OF EQUIPMENT	1,460.00	1,460.00	0.00	0.00	1,460.00
02-45-5025	PUBLIC NOTICES	800.00	800.00	0.00	0.00	800.00
02-45-5027	MEMBERSHIPS	1,000.00	1,000.00	0.00	0.00	1,000.00
02-45-5029	TRAVEL/TRAINING	13,000.00	13,000.00	0.00	115.77	12,884.23
Category: 50 - SERVICES Total:		540,060.00	540,060.00	49,162.76	65,407.66	474,652.34
Category: 54 - SUNDRY						
02-45-5405	PERMITS, FEES, CREDIT CD FEES	30,000.00	30,000.00	2,525.39	4,870.58	25,129.42
02-45-5411	WATER-PURCHASED	1,678,900.00	1,678,900.00	0.00	117,053.66	1,561,846.34
02-45-5412	WATER AUTHORITY FEES	40,000.00	40,000.00	0.00	0.00	40,000.00
Category: 54 - SUNDRY Total:		1,748,900.00	1,748,900.00	2,525.39	121,924.24	1,626,975.76
Category: 55 - PROFESSIONAL SERVICES						
02-45-5501	AUDITS/CONTRACTS/STUDIES	10,000.00	10,000.00	0.00	0.00	10,000.00
02-45-5510	ENGINEERING SERVICES	150,000.00	150,000.00	235.00	235.00	149,765.00
02-45-5515	CONSULTANT SERVICES	50,000.00	50,000.00	0.00	0.00	50,000.00
Category: 55 - PROFESSIONAL SERVICES Total:		210,000.00	210,000.00	235.00	235.00	209,765.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 60 - OTHER SERVICES						
02-45-6001	INSURANCE-VEHICLES	11,500.00	11,500.00	0.00	13,183.94	-1,683.94
02-45-6003	LIABILITY-FIRE & CASUALTY	10,000.00	10,000.00	0.00	7,910.74	2,089.26
	Category: 60 - OTHER SERVICES Total:	21,500.00	21,500.00	0.00	21,094.68	405.32
Category: 97 - INTERFUND ACTIVITY						
02-45-9751	TRANSFER TO GENERAL FUND	590,000.00	590,000.00	0.00	0.00	590,000.00
02-45-9753	TRANSFER TO DEBT SERVICE FUND	88,418.00	88,418.00	0.00	0.00	88,418.00
02-45-9772	TECHNOLOGY USER FEE	875.00	875.00	0.00	0.00	875.00
02-45-9781	EQUIPMENT PURCHASE CONTRIBUTIO	83,120.00	83,120.00	0.00	0.00	83,120.00
02-45-9791	EQUIPMENT USER FEE	37,000.00	37,000.00	0.00	0.00	37,000.00
	Category: 97 - INTERFUND ACTIVITY Total:	799,413.00	799,413.00	0.00	0.00	799,413.00
	Department: 45 - WATER & SEWER Total:	3,945,531.92	3,945,531.92	96,224.61	299,976.33	3,645,555.59

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 46 - UTILITY CAPITAL PROJECT						
Category: 70 - CAPITAL IMPROVEMENTS						
02-46-7060	WEST WATER PLANT - POWER PANEL RETROF...	200,000.00	200,000.00	0.00	0.00	200,000.00
02-46-7080	AUTOCNTRL-SCADA	50,000.00	50,000.00	0.00	0.00	50,000.00
02-46-7091	WHITEOAK BAYOU REHABILITATION	650,000.00	650,000.00	0.00	0.00	650,000.00
02-46-7111	SEATTLE - WELL REPAIR	50,000.00	50,000.00	0.00	0.00	50,000.00
02-46-7129	CONGO ELEVATED STORAGE TANK - REHAB	500,000.00	500,000.00	0.00	0.00	500,000.00
Category: 70 - CAPITAL IMPROVEMENTS Total:		1,450,000.00	1,450,000.00	0.00	0.00	1,450,000.00
Department: 46 - UTILITY CAPITAL PROJECT Total:		1,450,000.00	1,450,000.00	0.00	0.00	1,450,000.00
Fund: 02 - UTILITY FUND Surplus (Deficit):		-623,031.92	-623,031.92	304,804.93	558,046.52	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

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For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 04 - IMPACT FEE FUND					
Department: 43 - 43					
Category: 85 - FEE & CHARGES FOR SERVICE					
04-43-8547 WATER DISTRIBUTION	50,000.00	50,000.00	0.00	0.00	50,000.00
04-43-8548 SEWER PLANT CAPACITY	25,000.00	25,000.00	0.00	0.00	25,000.00
Category: 85 - FEE & CHARGES FOR SERVICE Total:	75,000.00	75,000.00	0.00	0.00	75,000.00
Category: 96 - INTEREST EARNED					
04-43-9601 INTEREST EARNED	3,000.00	3,000.00	101.77	215.77	2,784.23
Category: 96 - INTEREST EARNED Total:	3,000.00	3,000.00	101.77	215.77	2,784.23
Department: 43 - 43 Total:	78,000.00	78,000.00	101.77	215.77	77,784.23
Fund: 04 - IMPACT FEE FUND Total:	78,000.00	78,000.00	101.77	215.77	

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 11 - GOLF COURSE FUND						
Department: 80 - 80						
Category: 85 - FEE & CHARGES FOR SERVICE						
11-80-8551	GREEN FEES	1,100,000.00	1,100,000.00	124,033.00	263,884.23	836,115.77
11-80-8553	RANGE FEES/CLUB RENTALS	108,000.00	108,000.00	16,345.86	34,018.17	73,981.83
11-80-8554	CLUB RENTALS	5,800.00	5,800.00	400.00	790.00	5,010.00
11-80-8555	TOURNAMENT GREENS FEES	110,000.00	110,000.00	13,682.26	26,727.73	83,272.27
11-80-8560	MISCELLANEOUS FEES	19,000.00	19,000.00	2,530.00	4,980.00	14,020.00
11-80-8567	MERCHANDISE	140,000.00	140,000.00	16,378.61	32,112.26	107,887.74
11-80-8568	SPECIAL ORDER MERCHANDISE	40,000.00	40,000.00	2,823.95	4,799.92	35,200.08
11-80-8572	CONCESSION FEES	45,000.00	45,000.00	6,097.49	11,900.51	33,099.49
11-80-8575	MEMBERSHIPS	42,000.00	42,000.00	2,736.33	5,113.79	36,886.21
11-80-8579	CASH OVER/UNDER	0.00	0.00	59.84	44.84	-44.84
Category: 85 - FEE & CHARGES FOR SERVICE Total:		1,609,800.00	1,609,800.00	185,087.34	384,371.45	1,225,428.55
Category: 96 - INTEREST EARNED						
11-80-9601	INTEREST EARNED	1,000.00	1,000.00	4.93	10.46	989.54
Category: 96 - INTEREST EARNED Total:		1,000.00	1,000.00	4.93	10.46	989.54
Category: 97 - INTERFUND ACTIVITY						
11-80-9751	TRANSFER FROM GENERAL FUND	345,891.14	345,891.14	0.00	0.00	345,891.14
Category: 97 - INTERFUND ACTIVITY Total:		345,891.14	345,891.14	0.00	0.00	345,891.14
Category: 98 - MISCELLANEOUS REVENUE						
11-80-9802	SALES OF FIXED ASSETS	25,000.00	25,000.00	0.00	0.00	25,000.00
Category: 98 - MISCELLANEOUS REVENUE Total:		25,000.00	25,000.00	0.00	0.00	25,000.00
Department: 80 - 80 Total:		1,981,691.14	1,981,691.14	185,092.27	384,381.91	1,597,309.23

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 81 - CLUB HOUSE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-81-3001	SALARIES AND WAGES	248,340.39	248,340.39	18,583.61	35,215.91	213,124.48
11-81-3002	WAGES	114,940.00	114,940.00	10,077.00	20,263.36	94,676.64
11-81-3003	LONGEVITY	911.82	911.82	77.54	146.94	764.88
11-81-3007	OVERTIME	1,000.00	1,000.00	38.42	252.54	747.46
11-81-3051	FICA/MEDICARE TAXES	27,137.68	27,137.68	2,159.62	4,195.56	22,942.12
11-81-3052	WORKMAN'S COMP	5,913.00	5,913.00	0.00	4,043.75	1,869.25
11-81-3053	UNEMPLOYMENT TAXES	880.00	880.00	166.49	962.28	-82.28
11-81-3054	RETIREMENT	35,135.42	35,135.42	2,662.30	5,070.65	30,064.77
11-81-3055	INSURANCE	56,976.14	56,976.14	3,244.17	6,283.34	50,692.80
11-81-3056	LIFE INS	352.30	352.30	58.50	58.50	293.80
11-81-3057	DENTAL INSURANCE	3,675.10	3,675.10	228.20	432.44	3,242.66
11-81-3058	LONG-TERM DISABILITY	1,043.03	1,043.03	183.57	397.03	646.00
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		496,304.88	496,304.88	37,479.42	77,322.30	418,982.58
Category: 34 - COST OF SALES						
11-81-3401	MERCHANDISE	120,000.00	120,000.00	5,338.55	8,779.55	111,220.45
11-81-3415	RANGE BALLS	8,000.00	8,000.00	0.00	0.00	8,000.00
11-81-3416	RENTAL CLUBS	2,000.00	2,000.00	0.00	0.00	2,000.00
11-81-3419	SPECIAL ORDER MERCHANDISE	25,000.00	25,000.00	524.34	3,603.68	21,396.32
Category: 34 - COST OF SALES Total:		155,000.00	155,000.00	5,862.89	12,383.23	142,616.77
Category: 35 - SUPPLIES						
11-81-3502	POSTAGE/FREIGHT/DEL.FEE	400.00	400.00	0.00	45.73	354.27
11-81-3503	OFFICE SUPPLIES	6,000.00	6,000.00	90.59	553.44	5,446.56
11-81-3504	WEARING APPAREL	2,000.00	2,000.00	0.00	0.00	2,000.00
11-81-3510	BOOKS & PERIODICALS	500.00	500.00	0.00	0.00	500.00
11-81-3523	TOOLS/EQUIPMENT	1,000.00	1,000.00	9.00	413.56	586.44
11-81-3529	REPAIR PARTS	250.00	250.00	0.00	0.00	250.00
11-81-3605	MISCELLANEOUS SERVICE FEES	7,000.00	7,000.00	0.00	0.00	7,000.00
Category: 35 - SUPPLIES Total:		17,150.00	17,150.00	99.59	1,012.73	16,137.27
Category: 45 - MAINTENANCE						
11-81-4501	FURN, FIXTURE/EPT MAINTENANCE	750.00	750.00	0.00	0.00	750.00
11-81-4504	COMPUTER SOFTWARE	750.00	750.00	0.00	0.00	750.00
11-81-4506	CART MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00
11-81-4520	EQUIPMENT MAINTENANCE/OUTSOURC	750.00	750.00	0.00	0.00	750.00
11-81-4599	MISCELLANEOUS EQUIPMENT	1,200.00	1,200.00	0.00	0.00	1,200.00
Category: 45 - MAINTENANCE Total:		4,450.00	4,450.00	0.00	0.00	4,450.00
Category: 50 - SERVICES						
11-81-5012	PRINTING	3,500.00	3,500.00	0.00	0.00	3,500.00
11-81-5020	COMMUNICATIONS	6,500.00	6,500.00	0.00	110.43	6,389.57
11-81-5023	LEASE EQUIPMENT	1,600.00	1,600.00	500.00	500.00	1,100.00
11-81-5027	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	0.00	1,000.00
11-81-5029	TRAVEL/TRAINING	2,000.00	2,000.00	0.00	470.00	1,530.00
11-81-5043	ADVERTISING/PROMOTION	27,000.00	27,000.00	1,939.12	2,656.37	24,343.63
Category: 50 - SERVICES Total:		41,600.00	41,600.00	2,439.12	3,736.80	37,863.20
Category: 54 - SUNDRY						
11-81-5405	CREDIT CARD CHARGES	40,000.00	40,000.00	7,451.40	15,524.47	24,475.53
11-81-5410	SECURITY	2,600.00	2,600.00	0.00	396.93	2,203.07
11-81-5413	TOURNAMENT FEES EXPENSE	1,800.00	1,800.00	0.00	0.00	1,800.00
11-81-5421	EQUIPMENT LEASE DEBT	3,000.00	3,000.00	450.00	450.00	2,550.00
11-81-5498	MISCELLANEOUS EXPENSE	4,000.00	4,000.00	0.00	63.88	3,936.12
Category: 54 - SUNDRY Total:		51,400.00	51,400.00	7,901.40	16,435.28	34,964.72
Category: 55 - PROFESSIONAL SERVICES						
11-81-5515	CONSULTANT FEES	3,500.00	3,500.00	0.00	0.00	3,500.00
Category: 55 - PROFESSIONAL SERVICES Total:		3,500.00	3,500.00	0.00	0.00	3,500.00

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Category: 60 - OTHER SERVICES					
11-81-6003 LIABILITY-FIRE & CASUALTY INSR	20,000.00	20,000.00	0.00	19,337.38	662.62
Category: 60 - OTHER SERVICES Total:	20,000.00	20,000.00	0.00	19,337.38	662.62
Category: 97 - INTERFUND ACTIVITY					
11-81-9772 TECHNOLOGY USER FEE	4,000.00	4,000.00	0.00	0.00	4,000.00
11-81-9791 EQUIP USER FEE	67,025.00	67,025.00	0.00	0.00	67,025.00
Category: 97 - INTERFUND ACTIVITY Total:	71,025.00	71,025.00	0.00	0.00	71,025.00
Department: 81 - CLUB HOUSE Total:	860,429.88	860,429.88	53,782.42	130,227.72	730,202.16

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Department: 82 - COURSE MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-82-3001	SALARIES AND	334,375.41	334,375.41	24,485.81	46,400.61	287,974.80
11-82-3002	WAGES	29,450.00	29,450.00	66.00	210.66	29,239.34
11-82-3003	LONGEVITY	3,024.32	3,024.32	216.01	407.68	2,616.64
11-82-3007	OVERTIME	5,000.00	5,000.00	78.75	203.17	4,796.83
11-82-3051	FICA/MEDICARE TAXES	26,541.61	26,541.61	1,754.25	3,334.85	23,206.76
11-82-3052	WORKMAN'S COMP	6,947.00	6,947.00	0.00	4,750.88	2,196.12
11-82-3053	UNEMPLOYMENT TAXES	1,376.00	1,376.00	39.81	142.25	1,233.75
11-82-3054	RETIREMENT	48,072.92	48,072.92	3,528.73	6,694.40	41,378.52
11-82-3055	INSURANCE	110,608.16	110,608.16	8,087.02	15,711.56	94,896.60
11-82-3056	LIFE INS	563.68	563.68	99.45	99.45	464.23
11-82-3057	DENTAL	6,703.84	6,703.84	515.68	977.21	5,726.63
11-82-3058	LONG-TERM DISABILITY	1,404.37	1,404.37	225.62	563.22	841.15
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		574,067.31	574,067.31	39,097.13	79,495.94	494,571.37
Category: 35 - SUPPLIES						
11-82-3503	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00
11-82-3504	WEARING APPAREL	2,700.00	2,700.00	0.00	-151.54	2,851.54
11-82-3506	CHEMICALS	6,000.00	6,000.00	0.00	0.00	6,000.00
11-82-3514	FUEL & OIL	17,000.00	17,000.00	907.44	907.44	16,092.56
11-82-3520	FOOD/WATER	750.00	750.00	0.00	0.00	750.00
11-82-3523	TOOLS/EQUIPMENT	4,500.00	4,500.00	1,358.50	2,129.99	2,370.01
11-82-3526	MINOR EQUIPMENT	3,500.00	3,500.00	0.00	0.00	3,500.00
11-82-3527	AGGREGATES	5,000.00	5,000.00	0.00	0.00	5,000.00
11-82-3530	PESTICIDES	10,000.00	10,000.00	0.00	13,054.58	-3,054.58
11-82-3533	FERTILIZERS	28,000.00	28,000.00	0.00	490.00	27,510.00
11-82-3535	GROUND/SHOP SUPPLIES	5,000.00	5,000.00	655.17	-972.63	5,972.63
11-82-3536	LANDSCAPING MATERIALS	5,000.00	5,000.00	1,042.50	6,044.18	-1,044.18
11-82-3538	COURSE SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00
11-82-3539	GOLF COURSE ACCESSORIES	5,000.00	5,000.00	0.00	0.00	5,000.00
11-82-3542	FIRST AID	750.00	750.00	0.00	0.00	750.00
Category: 35 - SUPPLIES Total:		98,700.00	98,700.00	3,963.61	21,502.02	77,197.98
Category: 40 - MAINTENANCE--BLDGS, STRUC						
11-82-4041	WATER WELL MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00
11-82-4046	PARKING LOT MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		5,000.00	5,000.00	0.00	0.00	5,000.00
Category: 45 - MAINTENANCE						
11-82-4505	IRRIGATION EQUIPMENT	17,000.00	17,000.00	0.00	1,892.48	15,107.52
11-82-4599	MISCELLANEOUS EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00
Category: 45 - MAINTENANCE Total:		19,000.00	19,000.00	0.00	1,892.48	17,107.52
Category: 50 - SERVICES						
11-82-5022	RENTAL EQUIPMENT	4,500.00	4,500.00	516.00	516.00	3,984.00
11-82-5027	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	0.00	1,000.00
11-82-5029	TRAVEL/TRAINING	2,500.00	2,500.00	0.00	659.33	1,840.67
Category: 50 - SERVICES Total:		8,000.00	8,000.00	516.00	1,175.33	6,824.67
Category: 54 - SUNDRY						
11-82-5405	PERMITS & FEES	500.00	500.00	0.00	0.00	500.00
11-82-5412	WATER AUTHORITY FEES	90,000.00	90,000.00	0.00	0.00	90,000.00
Category: 54 - SUNDRY Total:		90,500.00	90,500.00	0.00	0.00	90,500.00
Category: 55 - PROFESSIONAL SERVICES						
11-82-5508	SANITARY/TRASH SERVICES	3,000.00	3,000.00	0.00	0.00	3,000.00
11-82-5530	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 55 - PROFESSIONAL SERVICES Total:		4,000.00	4,000.00	0.00	0.00	4,000.00
Category: 97 - INTERFUND ACTIVITY						
11-82-9773	COMP. EQUIPMENT USER FEE	375.00	375.00	0.00	0.00	375.00

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11-82-9791 EQUIPMENT USER FEE	93,579.00	93,579.00	0.00	0.00	93,579.00
Category: 97 - INTERFUND ACTIVITY Total:	93,954.00	93,954.00	0.00	0.00	93,954.00
Department: 82 - COURSE MAINTENANCE Total:	893,221.31	893,221.31	43,576.74	104,065.77	789,155.54

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 83 - BUILDING MAINTENANCE						
Category: 35 - SUPPLIES						
11-83-3517	JANITORIAL SUPPLIES	4,200.00	4,200.00	264.06	277.51	3,922.49
11-83-3523	TOOLS/EQUIPMENT	600.00	600.00	0.00	0.00	600.00
	Category: 35 - SUPPLIES Total:	4,800.00	4,800.00	264.06	277.51	4,522.49
Category: 40 - MAINTENANCE--BLDGS, STRUC						
11-83-4001	BUILDINGS & GROUNDS	16,000.00	16,000.00	370.65	604.35	15,395.65
	Category: 40 - MAINTENANCE--BLDGS, STRUC Total:	16,000.00	16,000.00	370.65	604.35	15,395.65
Category: 45 - MAINTENANCE						
11-83-4501	FURN.FIXTURES, OFF EQUIP	3,000.00	3,000.00	0.00	0.00	3,000.00
	Category: 45 - MAINTENANCE Total:	3,000.00	3,000.00	0.00	0.00	3,000.00
Category: 50 - SERVICES						
11-83-5017	UTILITIES	26,000.00	26,000.00	0.00	2,041.02	23,958.98
	Category: 50 - SERVICES Total:	26,000.00	26,000.00	0.00	2,041.02	23,958.98
Category: 55 - PROFESSIONAL SERVICES						
11-83-5531	PEST CONTROL SERVICES	800.00	800.00	0.00	0.00	800.00
	Category: 55 - PROFESSIONAL SERVICES Total:	800.00	800.00	0.00	0.00	800.00
	Department: 83 - BUILDING MAINTENANCE Total:	50,600.00	50,600.00	634.71	2,922.88	47,677.12

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Department: 87 - GC CAPITAL IMPROVEMENT					
Category: 70 - CAPITAL IMPROVEMENTS					
11-87-7010 CAPITAL IMPROVEMENT	26,000.00	26,000.00	0.00	12,628.85	13,371.15
Category: 70 - CAPITAL IMPROVEMENTS Total:	26,000.00	26,000.00	0.00	12,628.85	13,371.15
Department: 87 - GC CAPITAL IMPROVEMENT Total:	26,000.00	26,000.00	0.00	12,628.85	13,371.15

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 88 - EQUIPMENT MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
11-88-3001	SALARIES AND WAGES	51,803.23	51,803.23	3,364.80	6,376.30	45,426.93
11-88-3003	LONGEVITY	912.00	912.00	29.54	55.98	856.02
11-88-3007	OVERTIME	500.00	500.00	0.00	188.54	311.46
11-88-3051	FICA/MEDICARE TAXES	3,681.76	3,681.76	254.80	497.27	3,184.49
11-88-3052	WORKER'S COMP	975.00	975.00	0.00	666.79	308.21
11-88-3053	UNEMPLOYMENT TAXES	144.00	144.00	0.62	1.21	142.79
11-88-3054	RETIREMENT	7,343.37	7,343.37	483.36	942.81	6,400.56
11-88-3055	HEALTH INSURANCE	20,360.34	20,360.34	548.79	1,062.99	19,297.35
11-88-3056	LIFE INS	70.46	70.46	11.70	11.70	58.76
11-88-3057	DENTAL	1,160.12	1,160.12	34.74	65.83	1,094.29
11-88-3058	LONG TERM DISABILITY	219.67	219.67	27.99	68.35	151.32
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		87,169.95	87,169.95	4,756.34	9,937.77	77,232.18
Category: 35 - SUPPLIES						
11-88-3504	WEARING APPAREL	500.00	500.00	0.00	0.00	500.00
11-88-3514	FUEL & OIL	1,700.00	1,700.00	0.00	0.00	1,700.00
11-88-3523	TOOLS/EQUIPMENT	4,500.00	4,500.00	0.00	0.00	4,500.00
11-88-3526	MINOR EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00
11-88-3529	REPAIR PARTS	20,000.00	20,000.00	2,787.14	2,879.32	17,120.68
11-88-3535	GROUND/SHOP SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00
11-88-3542	FIRST AID	250.00	250.00	0.00	0.00	250.00
Category: 35 - SUPPLIES Total:		30,450.00	30,450.00	2,787.14	2,879.32	27,570.68
Category: 45 - MAINTENANCE						
11-88-4520	AUTO REPAIR/OUTSOURCED	1,000.00	1,000.00	0.00	0.00	1,000.00
11-88-4599	MISC EQUIPMENT MAINT.	5,000.00	5,000.00	0.00	0.00	5,000.00
Category: 45 - MAINTENANCE Total:		6,000.00	6,000.00	0.00	0.00	6,000.00
Category: 50 - SERVICES						
11-88-5029	TRAVEL/TRAINING	500.00	500.00	0.00	0.00	500.00
Category: 50 - SERVICES Total:		500.00	500.00	0.00	0.00	500.00
Category: 97 - INTERFUND ACTIVITY						
11-88-9781	TRANSFER TO EQUIP PURCH CONT	27,320.00	27,320.00	0.00	0.00	27,320.00
Category: 97 - INTERFUND ACTIVITY Total:		27,320.00	27,320.00	0.00	0.00	27,320.00
Department: 88 - EQUIPMENT MAINTENANCE Total:		151,439.95	151,439.95	7,543.48	12,817.09	138,622.86
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):		0.00	0.00	79,554.92	121,719.60	
Total Surplus (Deficit):		-545,031.92	-545,031.92	384,461.62	679,981.89	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Group Summary

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 02 - UTILITY FUND					
Department: 40 - 40					
85 - FEE & CHARGES FOR SERVICE	4,635,000.00	4,635,000.00	399,686.15	832,342.09	3,802,657.91
96 - INTEREST EARNED	10,000.00	10,000.00	360.60	764.53	9,235.47
98 - MISCELLANEOUS REVENUE	127,500.00	127,500.00	982.79	24,916.23	102,583.77
Department: 40 - 40 Total:	4,772,500.00	4,772,500.00	401,029.54	858,022.85	3,914,477.15

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 45 - WATER & SEWER					
30 - SALARIES, WAGES, & BENEFITS	431,558.92	431,558.92	25,752.40	52,720.52	378,838.40
35 - SUPPLIES	42,200.00	42,200.00	4,655.00	11,219.71	30,980.29
40 - MAINTENANCE--BLDGS, STRUC	144,500.00	144,500.00	13,610.06	26,948.52	117,551.48
45 - MAINTENANCE	7,400.00	7,400.00	284.00	426.00	6,974.00
50 - SERVICES	540,060.00	540,060.00	49,162.76	65,407.66	474,652.34
54 - SUNDRY	1,748,900.00	1,748,900.00	2,525.39	121,924.24	1,626,975.76
55 - PROFESSIONAL SERVICES	210,000.00	210,000.00	235.00	235.00	209,765.00
60 - OTHER SERVICES	21,500.00	21,500.00	0.00	21,094.68	405.32
97 - INTERFUND ACTIVITY	799,413.00	799,413.00	0.00	0.00	799,413.00
Department: 45 - WATER & SEWER Total:	3,945,531.92	3,945,531.92	96,224.61	299,976.33	3,645,555.59

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 46 - UTILITY CAPITAL PROJECT					
70 - CAPITAL IMPROVEMENTS	1,450,000.00	1,450,000.00	0.00	0.00	1,450,000.00
Department: 46 - UTILITY CAPITAL PROJECT Total:	1,450,000.00	1,450,000.00	0.00	0.00	1,450,000.00
Fund: 02 - UTILITY FUND Surplus (Deficit):	-623,031.92	-623,031.92	304,804.93	558,046.52	-1,181,078.44
Fund: 04 - IMPACT FEE FUND					
Department: 43 - 43					
85 - FEE & CHARGES FOR SERVICE	75,000.00	75,000.00	0.00	0.00	75,000.00
96 - INTEREST EARNED	3,000.00	3,000.00	101.77	215.77	2,784.23
Department: 43 - 43 Total:	78,000.00	78,000.00	101.77	215.77	77,784.23
Fund: 04 - IMPACT FEE FUND Total:	78,000.00	78,000.00	101.77	215.77	77,784.23
Fund: 11 - GOLF COURSE FUND					
Department: 80 - 80					
85 - FEE & CHARGES FOR SERVICE	1,609,800.00	1,609,800.00	185,087.34	384,371.45	1,225,428.55
96 - INTEREST EARNED	1,000.00	1,000.00	4.93	10.46	989.54
97 - INTERFUND ACTIVITY	345,891.14	345,891.14	0.00	0.00	345,891.14
98 - MISCELLANEOUS REVENUE	25,000.00	25,000.00	0.00	0.00	25,000.00
Department: 80 - 80 Total:	1,981,691.14	1,981,691.14	185,092.27	384,381.91	1,597,309.23

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 81 - CLUB HOUSE					
30 - SALARIES, WAGES, & BENEFITS	496,304.88	496,304.88	37,479.42	77,322.30	418,982.58
34 - COST OF SALES	155,000.00	155,000.00	5,862.89	12,383.23	142,616.77
35 - SUPPLIES	17,150.00	17,150.00	99.59	1,012.73	16,137.27
45 - MAINTENANCE	4,450.00	4,450.00	0.00	0.00	4,450.00
50 - SERVICES	41,600.00	41,600.00	2,439.12	3,736.80	37,863.20
54 - SUNDRY	51,400.00	51,400.00	7,901.40	16,435.28	34,964.72
55 - PROFESSIONAL SERVICES	3,500.00	3,500.00	0.00	0.00	3,500.00
60 - OTHER SERVICES	20,000.00	20,000.00	0.00	19,337.38	662.62
97 - INTERFUND ACTIVITY	71,025.00	71,025.00	0.00	0.00	71,025.00
Department: 81 - CLUB HOUSE Total:	860,429.88	860,429.88	53,782.42	130,227.72	730,202.16

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 82 - COURSE MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	574,067.31	574,067.31	39,097.13	79,495.94	494,571.37
35 - SUPPLIES	98,700.00	98,700.00	3,963.61	21,502.02	77,197.98
40 - MAINTENANCE--BLDGS, STRUC	5,000.00	5,000.00	0.00	0.00	5,000.00
45 - MAINTENANCE	19,000.00	19,000.00	0.00	1,892.48	17,107.52
50 - SERVICES	8,000.00	8,000.00	516.00	1,175.33	6,824.67
54 - SUNDRY	90,500.00	90,500.00	0.00	0.00	90,500.00
55 - PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	0.00	4,000.00
97 - INTERFUND ACTIVITY	93,954.00	93,954.00	0.00	0.00	93,954.00
Department: 82 - COURSE MAINTENANCE Total:	893,221.31	893,221.31	43,576.74	104,065.77	789,155.54

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 83 - BUILDING MAINTENANCE					
35 - SUPPLIES	4,800.00	4,800.00	264.06	277.51	4,522.49
40 - MAINTENANCE--BLDGS, STRUC	16,000.00	16,000.00	370.65	604.35	15,395.65
45 - MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00
50 - SERVICES	26,000.00	26,000.00	0.00	2,041.02	23,958.98
55 - PROFESSIONAL SERVICES	800.00	800.00	0.00	0.00	800.00
Department: 83 - BUILDING MAINTENANCE Total:	50,600.00	50,600.00	634.71	2,922.88	47,677.12

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 87 - GC CAPITAL IMPROVEMENT					
70 - CAPITAL IMPROVEMENTS	26,000.00	26,000.00	0.00	12,628.85	13,371.15
Department: 87 - GC CAPITAL IMPROVEMENT Total:	26,000.00	26,000.00	0.00	12,628.85	13,371.15

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 88 - EQUIPMENT MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	87,169.95	87,169.95	4,756.34	9,937.77	77,232.18
35 - SUPPLIES	30,450.00	30,450.00	2,787.14	2,879.32	27,570.68
45 - MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00
50 - SERVICES	500.00	500.00	0.00	0.00	500.00
97 - INTERFUND ACTIVITY	27,320.00	27,320.00	0.00	0.00	27,320.00
Department: 88 - EQUIPMENT MAINTENANCE Total:	151,439.95	151,439.95	7,543.48	12,817.09	138,622.86
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):	0.00	0.00	79,554.92	121,719.60	-121,719.60
Total Surplus (Deficit):	-545,031.92	-545,031.92	384,461.62	679,981.89	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
02 - UTILITY FUND	-623,031.92	-623,031.92	304,804.93	558,046.52	-1,181,078.44
04 - IMPACT FEE FUND	78,000.00	78,000.00	101.77	215.77	77,784.23
11 - GOLF COURSE FUND	0.00	0.00	79,554.92	121,719.60	-121,719.60
Total Surplus (Deficit):	-545,031.92	-545,031.92	384,461.62	679,981.89	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020



Jersey Village, TX

Income Statement Account Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 01 - GENERAL FUND						
Department: 10 - 10						
Category: 72 - PROPERTY TAXES						
01-10-7201	CURRENT PROPERTY TAXES	6,509,473.76	6,509,473.76	5,069.38	-2,339.12	6,511,812.88
01-10-7202	DELINQUENT PROPERTY TAXES	30,000.00	30,000.00	12,553.38	16,141.49	13,858.51
01-10-7203	PENALTY, INTEREST & COSTS	25,000.00	25,000.00	2,976.96	8,134.12	16,865.88
	Category: 72 - PROPERTY TAXES Total:	6,564,473.76	6,564,473.76	20,599.72	21,936.49	6,542,537.27
Category: 75 - OTHER TAXES						
01-10-7511	ELECTRIC FRANCHISE	360,000.00	360,000.00	58,488.92	89,024.14	270,975.86
01-10-7512	TELEPHONE FRANCHISE	90,000.00	90,000.00	4,064.82	5,953.08	84,046.92
01-10-7513	GAS FRANCHISE	40,000.00	40,000.00	5,965.90	5,965.90	34,034.10
01-10-7514	CABLE TV FRANCHISE	75,000.00	75,000.00	19,189.48	19,189.48	55,810.52
01-10-7515	TELECOMMUNICATION	15,000.00	15,000.00	3,058.38	3,110.34	11,889.66
01-10-7621	CITY SALES TAX	3,810,000.00	3,810,000.00	335,417.15	657,883.88	3,152,116.12
01-10-7622	SALES TX-RED. PROPERTY TX	1,905,000.00	1,905,000.00	167,708.60	328,941.96	1,576,058.04
01-10-7631	MIXED DRINK TAX	30,000.00	30,000.00	0.00	4,126.22	25,873.78
	Category: 75 - OTHER TAXES Total:	6,325,000.00	6,325,000.00	593,893.25	1,114,195.00	5,210,805.00
Category: 80 - FINES WARRANTS & BONDS						
01-10-8001	FINES	1,000,000.00	1,000,000.00	50,631.66	101,135.36	898,864.64
01-10-8002	TIME PAYMENT FEE-GENERAL	10,000.00	10,000.00	464.40	850.14	9,149.86
01-10-8003	TIME PAYMENT FEE-COURT	0.00	0.00	71.10	112.66	-112.66
01-10-8004	COURT TECHNOLOGY FEES	0.00	0.00	1,203.17	2,313.46	-2,313.46
01-10-8005	COURT SECURITY FEE	0.00	0.00	1,286.76	2,463.38	-2,463.38
01-10-8006	OMNI FEE	8,000.00	8,000.00	372.24	756.24	7,243.76
01-10-8007	CHILD SAFETY FEE	0.00	0.00	0.00	200.00	-200.00
01-10-8008	JUDICIAL FEE	0.00	0.00	78.89	157.30	-157.30
	Category: 80 - FINES WARRANTS & BONDS Total:	1,018,000.00	1,018,000.00	54,108.22	107,988.54	910,011.46
Category: 85 - FEE & CHARGES FOR SERVICE						
01-10-8501	GARBAGE FEES/RESIDENTIAL	500.00	500.00	0.00	0.00	500.00
01-10-8503	POOL MEMBERSHIP FEES	20,000.00	20,000.00	0.00	0.00	20,000.00
01-10-8504	SWIM LESSON	3,500.00	3,500.00	0.00	0.00	3,500.00
01-10-8505	POOL RENTALS	1,000.00	1,000.00	0.00	480.00	520.00
01-10-8506	REC PROGRAMS	2,000.00	2,000.00	285.00	1,155.00	845.00
01-10-8507	AMBULANCE SERVICE FEES	250,000.00	250,000.00	10,711.93	26,264.11	223,735.89
01-10-8509	PET TAGS	800.00	800.00	35.00	60.00	740.00
01-10-8511	JERSEY VILLAGE STICKERS	0.00	0.00	3.00	15.00	-15.00
01-10-8512	RENTAL FEE	40,000.00	40,000.00	450.00	450.00	39,550.00
01-10-8513	CHILD SAFETY FEE-COUNTY	9,000.00	9,000.00	747.54	1,527.93	7,472.07
01-10-8514	FOOD & BEVERAGE FEES	1,000.00	1,000.00	0.00	0.00	1,000.00
01-10-8516	FARMER'S MARKET FEES	7,200.00	7,200.00	756.00	1,286.00	5,914.00
01-10-8517	PARK RENTALS	750.00	750.00	100.00	3,850.00	-3,100.00
01-10-8999	PLAN CHECKING AND PLAT REVIEW	30,000.00	30,000.00	1,113.48	1,766.58	28,233.42
	Category: 85 - FEE & CHARGES FOR SERVICE Total:	365,750.00	365,750.00	14,201.95	36,854.62	328,895.38
Category: 90 - LICENSES & PERMITS						
01-10-9001	BUILDING PERMITS	80,000.00	80,000.00	3,934.54	7,110.18	72,889.82
01-10-9002	PLUMBING PERMITS	10,000.00	10,000.00	600.00	1,360.00	8,640.00
01-10-9003	ELECTRICAL PERMITS	16,000.00	16,000.00	570.00	1,497.00	14,503.00
01-10-9004	MECHANICAL PERMITS	8,000.00	8,000.00	417.50	1,217.50	6,782.50
01-10-9006	SIGN PERMITS	12,000.00	12,000.00	2,987.98	3,405.40	8,594.60
01-10-9007	LIQUOR LICENSES	8,000.00	8,000.00	60.00	370.00	7,630.00
01-10-9010	ANTENNA ANNUAL FEES	5,000.00	5,000.00	0.00	0.00	5,000.00
01-10-9012	BURGLAR/FIRE ALARM PERMIT	8,500.00	8,500.00	231.64	537.53	7,962.47

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01-10-9013	FIRE MARSHAL PERM FEES	1,100.00	1,100.00	0.00	0.00	1,100.00
01-10-9015	OPERATIONAL HARZADOUS PERM	100.00	100.00	0.00	0.00	100.00
01-10-9016	HOTEL/MOTEL LICENSE PERMITS	1,000.00	1,000.00	0.00	0.00	1,000.00
	Category: 90 - LICENSES & PERMITS Total:	149,700.00	149,700.00	8,801.66	15,497.61	134,202.39
	Category: 96 - INTEREST EARNED					
01-10-9601	INTEREST EARNED	100,000.00	100,000.00	1,084.18	2,405.13	97,594.87
	Category: 96 - INTEREST EARNED Total:	100,000.00	100,000.00	1,084.18	2,405.13	97,594.87
	Category: 97 - INTERFUND ACTIVITY					
01-10-9750	CRIME CONTROL DISTRICT REIMB.	1,834,230.70	1,834,230.70	0.00	0.00	1,834,230.70
01-10-9752	TRANSFER FROM UTLY FUND	590,000.00	590,000.00	0.00	0.00	590,000.00
01-10-9753	COURT SECURITY & TECH REIMB.	48,830.00	48,830.00	0.00	0.00	48,830.00
01-10-9754	TRANFER FROM MOTEL TAX FUND	19,000.00	19,000.00	0.00	0.00	19,000.00
	Category: 97 - INTERFUND ACTIVITY Total:	2,492,060.70	2,492,060.70	0.00	0.00	2,492,060.70
	Category: 98 - MISCELLANEOUS REVENUE					
01-10-9802	SALE OF ASSETS	281,100.00	281,100.00	14,500.00	14,500.00	266,600.00
01-10-9815	INSURANCE SETTLEMENT	0.00	0.00	10.00	10.00	-10.00
01-10-9899	MISCELLANEOUS	50,000.00	50,000.00	-423.40	831.82	49,168.18
	Category: 98 - MISCELLANEOUS REVENUE Total:	331,100.00	331,100.00	14,086.60	15,341.82	315,758.18
	Category: 99 - OTHER AGENCY REVENUES					
01-10-9901	GRANTS/CONTRACTS-COPS	0.00	0.00	0.00	920.98	-920.98
01-10-9903	FEMA EMS GRANTS	0.00	0.00	0.00	22,280.76	-22,280.76
01-10-9905	AMBULANCE FEES STATE GRANT	90,000.00	90,000.00	0.00	0.00	90,000.00
	Category: 99 - OTHER AGENCY REVENUES Total:	90,000.00	90,000.00	0.00	23,201.74	66,798.26
	Department: 10 - 10 Total:	17,436,084.46	17,436,084.46	706,775.58	1,337,420.95	16,098,663.51

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 11 - ADMINISTRATIVE SERVICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-11-3001	SALARIES	393,190.17	393,190.17	30,476.22	57,752.44	335,437.73
01-11-3002	WAGES	27,040.00	27,040.00	48.00	104.00	26,936.00
01-11-3003	LONGEVITY	815.88	815.88	66.46	125.94	689.94
01-11-3010	INCENTIVES	11,950.04	11,950.04	138.46	262.38	11,687.66
01-11-3020	EMPLOYEE AWARDS/BONUS	6,700.00	6,700.00	0.00	415.20	6,284.80
01-11-3051	FICA/MEDICARE TAXES	29,211.31	29,211.31	1,370.24	2,597.59	26,613.72
01-11-3052	WORKMEN'S COMPENSATION	11,627.00	11,627.00	0.00	7,943.20	3,683.80
01-11-3053	UNEMPLOYMENT COMPENSATION	720.00	720.00	6.38	12.30	707.70
01-11-3054	RETIREMENT	57,908.83	57,908.83	4,440.18	8,414.14	49,494.69
01-11-3055	HEALTH INSURANCE	42,078.14	42,078.14	3,102.89	6,009.72	36,068.42
01-11-3056	LIFE INS	211.38	211.38	35.10	35.10	176.28
01-11-3057	DENTAL INSURANCE	2,771.86	2,771.86	213.62	404.81	2,367.05
01-11-3058	LONG-TERM DISABILITY	1,678.70	1,678.70	238.79	572.61	1,106.09
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		585,903.31	585,903.31	40,136.34	84,649.43	501,253.88
Category: 35 - SUPPLIES						
01-11-3502	POSTAGE/FREIGHT/DEL. FEE	150.00	150.00	0.00	0.00	150.00
01-11-3503	OFFICE SUPPLIES	4,000.00	4,000.00	135.16	211.84	3,788.16
01-11-3510	BOOKS & PERIODICALS	200.00	200.00	0.00	0.00	200.00
01-11-3520	FOOD	10,000.00	10,000.00	0.00	0.00	10,000.00
Category: 35 - SUPPLIES Total:		14,350.00	14,350.00	135.16	211.84	14,138.16
Category: 45 - MAINTENANCE						
01-11-4501	FURN.,FIXT.,& OFF. MACH.	2,000.00	2,000.00	0.00	0.00	2,000.00
Category: 45 - MAINTENANCE Total:		2,000.00	2,000.00	0.00	0.00	2,000.00
Category: 50 - SERVICES						
01-11-5001	MAYOR & COUNCIL EXPENDITURES	4,000.00	4,000.00	0.00	0.00	4,000.00
01-11-5007	RECORDS MANAGEMENT	7,500.00	7,500.00	0.00	0.00	7,500.00
01-11-5012	PRINTING	250.00	250.00	0.00	0.00	250.00
01-11-5014	MEDICAL EXPENSES	10,000.00	10,000.00	0.00	578.00	9,422.00
01-11-5020	COMMUNICATIONS	3,600.00	3,600.00	69.55	139.10	3,460.90
01-11-5025	NEWSPAPER NOTICES	6,500.00	6,500.00	0.00	0.00	6,500.00
01-11-5026	CODIFICATIONS	7,400.00	7,400.00	275.00	275.00	7,125.00
01-11-5027	MEMBERSHIPS/SUBSCRIPTIONS	6,000.00	6,000.00	4.00	23.46	5,976.54
01-11-5028	TEXAS LEGISLATIVE SERVICES	1.00	1.00	0.00	0.00	1.00
01-11-5029	TRAVEL/TRAINING	14,000.00	14,000.00	0.00	129.00	13,871.00
01-11-5030	CAR ALLOWANCE	6,500.00	6,500.00	500.00	947.50	5,552.50
01-11-5041	NEWSLETTER	9,500.00	9,500.00	0.00	465.00	9,035.00
Category: 50 - SERVICES Total:		75,251.00	75,251.00	848.55	2,557.06	72,693.94
Category: 54 - SUNDRY						
01-11-5401	ELECTION EXPENSE	16,000.00	16,000.00	0.00	0.00	16,000.00
Category: 54 - SUNDRY Total:		16,000.00	16,000.00	0.00	0.00	16,000.00
Category: 60 - OTHER SERVICES						
01-11-6005	NOTARY SURETY BONDS	300.00	300.00	0.00	0.00	300.00
Category: 60 - OTHER SERVICES Total:		300.00	300.00	0.00	0.00	300.00
Category: 97 - INTERFUND ACTIVITY						
01-11-9772	TECHNOLOGY USER FEE	4,500.00	4,500.00	0.00	0.00	4,500.00
Category: 97 - INTERFUND ACTIVITY Total:		4,500.00	4,500.00	0.00	0.00	4,500.00
Department: 11 - ADMINISTRATIVE SERVICE Total:		698,304.31	698,304.31	41,120.05	87,418.33	610,885.98

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 12 - LEGAL/OTHER SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-12-3052	WORKMEN'S COMPENSATION	250.00	250.00	0.00	205.16	44.84
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		250.00	250.00	0.00	205.16	44.84
Category: 50 - SERVICES						
01-12-5023	GRANTS AND INCENTIVES	2,172,000.00	2,172,000.00	0.00	0.00	2,172,000.00
Category: 50 - SERVICES Total:		2,172,000.00	2,172,000.00	0.00	0.00	2,172,000.00
Category: 55 - PROFESSIONAL SERVICES						
01-12-5502	LEGAL FEES	125,000.00	125,000.00	7,049.02	7,646.04	117,353.96
01-12-5515	CONSULTANT SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00
Category: 55 - PROFESSIONAL SERVICES Total:		135,000.00	135,000.00	7,049.02	7,646.04	127,353.96
Category: 60 - OTHER SERVICES						
01-12-6001	AUTOMOBILE LIABILITY	45,350.00	45,350.00	0.00	52,735.76	-7,385.76
01-12-6003	LIABILITY-FIRE & CASUALTY INSR	69,140.00	69,140.00	0.00	66,878.91	2,261.09
01-12-6005	SURETY BONDS	500.00	500.00	0.00	565.46	-65.46
Category: 60 - OTHER SERVICES Total:		114,990.00	114,990.00	0.00	120,180.13	-5,190.13
Category: 97 - INTERFUND ACTIVITY						
01-12-9760	TRFR TO CAPITAL IMPROVEMENTS	1,080,000.00	1,080,000.00	0.00	0.00	1,080,000.00
01-12-9761	TRANSFER TO GOLF FUND	345,891.14	345,891.14	0.00	0.00	345,891.14
01-12-9772	TECHNOLOGY USER FEES	375.00	375.00	0.00	0.00	375.00
Category: 97 - INTERFUND ACTIVITY Total:		1,426,266.14	1,426,266.14	0.00	0.00	1,426,266.14
Department: 12 - LEGAL/OTHER SERVICES Total:		3,848,506.14	3,848,506.14	7,049.02	128,031.33	3,720,474.81

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 13 - INFO TECHNOLOGY						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-13-3001	SALARIES	240,349.76	240,349.76	17,892.58	33,647.39	206,702.37
01-13-3002	WAGES	10,230.00	10,230.00	0.00	0.00	10,230.00
01-13-3003	LONGEVITY	1,055.86	1,055.86	84.90	160.33	895.53
01-13-3007	OVERTIME	0.00	0.00	0.00	127.90	-127.90
01-13-3010	INCENTIVES	1,200.00	1,200.00	0.00	0.00	1,200.00
01-13-3051	FICA/MEDICARE TAXES	18,565.20	18,565.20	1,322.60	2,498.01	16,067.19
01-13-3052	WORKMEN'S COMPENSATION	449.00	449.00	0.00	307.06	141.94
01-13-3053	EMPLOYMENT TAXES	576.00	576.00	3.24	14.21	561.79
01-13-3054	RETIREMENT	33,893.34	33,893.34	2,560.00	4,832.44	29,060.90
01-13-3055	HEALTH INSURANCE	29,166.80	29,166.80	2,147.56	4,077.37	25,089.43
01-13-3056	LIFE INS	211.38	211.38	35.10	35.10	176.28
01-13-3057	DENTAL INSURANCE	2,771.86	2,771.86	213.22	397.36	2,374.50
01-13-3058	LONG-TERM DISABILITY	1,009.47	1,009.47	155.47	382.29	627.18
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		339,478.67	339,478.67	24,414.67	46,479.46	292,999.21
Category: 35 - SUPPLIES						
01-13-3502	POSTAGE/FREIGHT	500.00	500.00	0.00	0.00	500.00
01-13-3503	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	250.00
01-13-3509	COMPUTER SUPPLIES	2,200.00	2,200.00	0.00	122.24	2,077.76
01-13-3510	BOOKS & PERIODICALS	100.00	100.00	0.00	0.00	100.00
Category: 35 - SUPPLIES Total:		3,050.00	3,050.00	0.00	122.24	2,927.76
Category: 45 - MAINTENANCE						
01-13-4501	FURN. FIXTURES. OFF EQUIPMENT	6,314.00	6,314.00	438.26	884.90	5,429.10
01-13-4502	COMPUTER EQUIPMENT	9,500.00	9,500.00	0.00	187.08	9,312.92
01-13-4504	SOFTWARE MAINTENANCE	203,464.00	203,464.00	668.54	12,891.43	190,572.57
Category: 45 - MAINTENANCE Total:		219,278.00	219,278.00	1,106.80	13,963.41	205,314.59
Category: 50 - SERVICES						
01-13-5020	COMMUNICATIONS	28,020.00	28,020.00	651.02	2,382.50	25,637.50
01-13-5027	MEMBERSHIPS/SUBSCRIPT	1,450.00	1,450.00	0.00	220.50	1,229.50
01-13-5029	TRAVEL/TRAINING	7,600.00	7,600.00	0.00	0.00	7,600.00
Category: 50 - SERVICES Total:		37,070.00	37,070.00	651.02	2,603.00	34,467.00
Category: 55 - PROFESSIONAL SERVICES						
01-13-5515	CONSULTANT SERVICES	45,000.00	45,000.00	0.00	1,647.00	43,353.00
Category: 55 - PROFESSIONAL SERVICES Total:		45,000.00	45,000.00	0.00	1,647.00	43,353.00
Category: 65 - CAPITAL OUTLAY						
01-13-6573	COMPUTER EQUIPMENT	9,000.00	9,000.00	0.00	0.00	9,000.00
01-13-6574	COMPUTER SOFTWARE	50,000.00	50,000.00	0.00	0.00	50,000.00
Category: 65 - CAPITAL OUTLAY Total:		59,000.00	59,000.00	0.00	0.00	59,000.00
Category: 97 - INTERFUND ACTIVITY						
01-13-9772	TECHNOLOGY USER FEE	48,775.00	48,775.00	0.00	0.00	48,775.00
Category: 97 - INTERFUND ACTIVITY Total:		48,775.00	48,775.00	0.00	0.00	48,775.00
Department: 13 - INFO TECHNOLOGY Total:		751,651.67	751,651.67	26,172.49	64,815.11	686,836.56

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 14 - PURCHASING						
Category: 35 - SUPPLIES						
01-14-3502	POSTAGE/FREIGHT	17,000.00	17,000.00	516.65	1,036.02	15,963.98
01-14-3503	OFFICE SUPPLIES	3,000.00	3,000.00	0.00	389.00	2,611.00
	Category: 35 - SUPPLIES Total:	20,000.00	20,000.00	516.65	1,425.02	18,574.98
Category: 50 - SERVICES						
01-14-5012	PRINTING	1,000.00	1,000.00	0.00	0.00	1,000.00
01-14-5022	RENTAL OF EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00
	Category: 50 - SERVICES Total:	3,000.00	3,000.00	0.00	0.00	3,000.00
	Department: 14 - PURCHASING Total:	23,000.00	23,000.00	516.65	1,425.02	21,574.98

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 15 - ACCOUNTING SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-15-3001	SALARIES	239,252.14	239,252.14	18,032.24	30,844.25	208,407.89
01-15-3003	LONGEVITY	1,440.14	1,440.14	101.54	190.77	1,249.37
01-15-3007	OVERTIME	2,900.00	2,900.00	0.00	203.99	2,696.01
01-15-3010	INCENTIVES	600.08	600.08	0.00	0.00	600.08
01-15-3051	FICA/MEDICARE TAXES	18,139.75	18,139.75	1,332.18	2,307.46	15,832.29
01-15-3052	WORKMEN'S COMPENSATION	446.00	446.00	0.00	305.01	140.99
01-15-3053	EMPLOYMENT TAXES	478.40	478.40	64.70	67.05	411.35
01-15-3054	RETIREMENT	34,284.60	34,284.60	2,582.26	4,448.45	29,836.15
01-15-3055	HEALTH INSURANCE	34,513.70	34,513.70	3,122.39	4,621.69	29,892.01
01-15-3056	LIFE INS	211.38	211.38	35.10	35.10	176.28
01-15-3057	DENTAL INSURANCE	2,771.86	2,771.86	213.22	324.18	2,447.68
01-15-3058	LONG-TERM DISABILITY	1,004.86	1,004.86	157.57	335.98	668.88
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		336,042.91	336,042.91	25,641.20	43,683.93	292,358.98
Category: 35 - SUPPLIES						
01-15-3502	POSTAGE/FREIGHT/DEL.FEE	200.00	200.00	0.00	0.00	200.00
01-15-3503	OFFICE SUPPLIES	700.00	700.00	0.00	425.41	274.59
01-15-3510	BOOKS & PERIODICALS	50.00	50.00	0.00	0.00	50.00
Category: 35 - SUPPLIES Total:		950.00	950.00	0.00	425.41	524.59
Category: 45 - MAINTENANCE						
01-15-4501	FURN.FIXT. & OFF.MACH.	150.00	150.00	0.00	0.00	150.00
Category: 45 - MAINTENANCE Total:		150.00	150.00	0.00	0.00	150.00
Category: 50 - SERVICES						
01-15-5012	PRINTING	1,200.00	1,200.00	177.23	177.23	1,022.77
01-15-5020	COMMUNICATIONS	2,000.00	2,000.00	69.55	139.10	1,860.90
01-15-5027	MEMBERSHIPS	400.00	400.00	0.00	0.00	400.00
01-15-5029	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	31.44	3,468.56
Category: 50 - SERVICES Total:		7,100.00	7,100.00	246.78	347.77	6,752.23
Category: 54 - SUNDRY						
01-15-5405	PERMITS & FEES	550.00	550.00	0.00	0.00	550.00
Category: 54 - SUNDRY Total:		550.00	550.00	0.00	0.00	550.00
Category: 55 - PROFESSIONAL SERVICES						
01-15-5501	AUDITS/CONTRACTS/STUDIES	27,000.00	27,000.00	116.61	2,520.63	24,479.37
Category: 55 - PROFESSIONAL SERVICES Total:		27,000.00	27,000.00	116.61	2,520.63	24,479.37
Category: 97 - INTERFUND ACTIVITY						
01-15-9772	TECHNOLOGY USER FEE	1,575.00	1,575.00	0.00	0.00	1,575.00
Category: 97 - INTERFUND ACTIVITY Total:		1,575.00	1,575.00	0.00	0.00	1,575.00
Department: 15 - ACCOUNTING SERVICES Total:		373,367.91	373,367.91	26,004.59	46,977.74	326,390.17

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 16 - CUSTOMER SERVICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-16-3001	SALARIES	38,520.35	38,520.35	2,876.80	5,451.54	33,068.81
01-16-3003	LONGEVITY	528.06	528.06	40.62	76.97	451.09
01-16-3007	OVERTIME	100.00	100.00	0.00	0.00	100.00
01-16-3010	INCENTIVES	479.96	479.96	83.08	157.44	322.52
01-16-3051	FICA/MEDICARE TAXES	2,736.84	2,736.84	206.88	392.04	2,344.80
01-16-3052	WORKMEN'S COMPENSATION	75.00	75.00	0.00	51.29	23.71
01-16-3053	EMPLOYMENT TAXES	144.00	144.00	0.54	1.02	142.98
01-16-3054	RETIREMENT	5,563.82	5,563.82	427.28	809.70	4,754.12
01-16-3055	HEALTH INSURANCE	14,268.80	14,268.80	1,049.97	2,033.69	12,235.11
01-16-3056	LIFE INS	70.46	70.46	11.70	11.70	58.76
01-16-3057	DENTAL INSURANCE	1,160.12	1,160.12	89.24	169.11	991.01
01-16-3058	LONG-TERM DISABILITY	162.21	162.21	26.73	66.84	95.37
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		63,809.62	63,809.62	4,812.84	9,221.34	54,588.28
Category: 35 - SUPPLIES						
01-16-3503	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00
Category: 35 - SUPPLIES Total:		500.00	500.00	0.00	0.00	500.00
Category: 45 - MAINTENANCE						
01-16-4501	FURN., FIX, & OFF MACH EQ	400.00	400.00	0.00	0.00	400.00
Category: 45 - MAINTENANCE Total:		400.00	400.00	0.00	0.00	400.00
Category: 50 - SERVICES						
01-16-5020	COMMUNICATIONS	3,000.00	3,000.00	69.54	139.08	2,860.92
Category: 50 - SERVICES Total:		3,000.00	3,000.00	69.54	139.08	2,860.92
Category: 55 - PROFESSIONAL SERVICES						
01-16-5516	COLLECTION AGENCY	0.00	0.00	162.83	162.83	-162.83
01-16-5527	HARRIS CTY APPRAISAL DIST	61,000.00	61,000.00	0.00	0.00	61,000.00
01-16-5528	HARRIS CTY TAX OFFICE	7,000.00	7,000.00	1.99	168.18	6,831.82
Category: 55 - PROFESSIONAL SERVICES Total:		68,000.00	68,000.00	164.82	331.01	67,668.99
Category: 97 - INTERFUND ACTIVITY						
01-16-9772	TECHNOLOGY USER FEE	375.00	375.00	0.00	0.00	375.00
Category: 97 - INTERFUND ACTIVITY Total:		375.00	375.00	0.00	0.00	375.00
Department: 16 - CUSTOMER SERVICE Total:		136,084.62	136,084.62	5,047.20	9,691.43	126,393.19

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 19 - MUNICIPAL COURT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-19-3001	SALARIES	212,823.34	212,823.34	10,897.00	20,474.32	192,349.02
01-19-3003	LONGEVITY	864.24	864.24	72.01	133.35	730.89
01-19-3007	OVERTIME	5,000.00	5,000.00	0.00	0.00	5,000.00
01-19-3010	INCENTIVES	1,080.04	1,080.04	129.24	244.91	835.13
01-19-3051	FICA/MEDICARE TAXES	16,154.37	16,154.37	908.95	1,718.83	14,435.54
01-19-3052	WORKMEN'S COMPENSATION	469.00	469.00	0.00	320.74	148.26
01-19-3053	EMPLOYMENT TAXES	656.00	656.00	1.62	3.06	652.94
01-19-3054	RETIREMENT	30,855.38	30,855.38	1,758.38	3,325.40	27,529.98
01-19-3055	HEALTH INSURANCE	47,425.04	47,425.04	2,442.11	4,730.27	42,694.77
01-19-3056	LIFE INS	281.84	281.84	35.10	35.10	246.74
01-19-3057	DENTAL INSURANCE	2,771.86	2,771.86	178.48	338.22	2,433.64
01-19-3058	LONG-TERM DISABILITY	893.86	893.86	112.30	280.34	613.52
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		319,274.97	319,274.97	16,535.19	31,604.54	287,670.43
Category: 35 - SUPPLIES						
01-19-3503	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	154.41	1,845.59
01-19-3510	BOOKS & PERIODICALS	200.00	200.00	0.00	0.00	200.00
01-19-3523	TOOLS/EQUIPMENT	100.00	100.00	0.00	0.00	100.00
Category: 35 - SUPPLIES Total:		2,300.00	2,300.00	0.00	154.41	2,145.59
Category: 45 - MAINTENANCE						
01-19-4501	FURN., FIXT. & OFF. MACH.	500.00	500.00	0.00	0.00	500.00
Category: 45 - MAINTENANCE Total:		500.00	500.00	0.00	0.00	500.00
Category: 50 - SERVICES						
01-19-5012	PRINTING	2,000.00	2,000.00	0.00	0.00	2,000.00
01-19-5020	COMMUNICATIONS	2,000.00	2,000.00	69.54	139.08	1,860.92
01-19-5027	MEMBERSHIPS	300.00	300.00	0.00	0.00	300.00
01-19-5029	TRAVEL/TRAINING	3,500.00	3,500.00	0.00	0.00	3,500.00
Category: 50 - SERVICES Total:		7,800.00	7,800.00	69.54	139.08	7,660.92
Category: 54 - SUNDRY						
01-19-5404	JURY EXPENSE	800.00	800.00	0.00	0.00	800.00
Category: 54 - SUNDRY Total:		800.00	800.00	0.00	0.00	800.00
Category: 55 - PROFESSIONAL SERVICES						
01-19-5505	JUDGES	55,000.00	55,000.00	3,025.00	3,350.00	51,650.00
01-19-5506	PROSECUTORS	35,000.00	35,000.00	1,200.00	1,600.00	33,400.00
01-19-5516	COLLECTION AGENCY FEES	2,950.00	2,950.00	0.00	391.50	2,558.50
01-19-5518	INTERPRETERS	500.00	500.00	0.00	0.00	500.00
Category: 55 - PROFESSIONAL SERVICES Total:		93,450.00	93,450.00	4,225.00	5,341.50	88,108.50
Department: 19 - MUNICIPAL COURT Total:		424,124.97	424,124.97	20,829.73	37,239.53	386,885.44

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 21 - POLICE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-21-3001	SALARIES	2,136,626.84	2,136,626.84	149,487.22	279,352.42	1,857,274.42
01-21-3003	LONGEVITY	5,855.98	5,855.98	461.56	871.34	4,984.64
01-21-3007	OVERTIME	82,000.00	82,000.00	4,837.89	9,682.31	72,317.69
01-21-3010	INCENTIVES	23,158.72	23,158.72	2,750.66	5,129.87	18,028.85
01-21-3014	S.T.E.P. PROGRAM	100,000.00	100,000.00	6,188.04	13,162.54	86,837.46
01-21-3051	FICA/MEDICARE TAXES	171,725.71	171,725.71	11,993.32	22,552.09	149,173.62
01-21-3052	WORKMEN'S COMPENSATION	44,631.00	44,631.00	0.00	28,356.85	16,274.15
01-21-3053	EMPLOYMENT TAXES	4,752.00	4,752.00	160.15	275.74	4,476.26
01-21-3054	RETIREMENT	312,367.72	312,367.72	23,182.35	43,670.75	268,696.97
01-21-3055	HEALTH INSURANCE	380,790.80	380,790.80	24,615.11	47,161.62	333,629.18
01-21-3056	LIFE INS	2,113.80	2,113.80	286.65	286.65	1,827.15
01-21-3057	DENTAL INSURANCE	23,724.48	23,724.48	1,646.48	3,084.83	20,639.65
01-21-3058	LONG-TERM DISABILITY	8,878.04	8,878.04	1,325.68	3,093.52	5,784.52
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		3,296,625.09	3,296,625.09	226,935.11	456,680.53	2,839,944.56
Category: 35 - SUPPLIES						
01-21-3502	POSTAGE/FREIGHT/DEL. FEE	300.00	300.00	0.00	0.00	300.00
01-21-3503	OFFICE SUPPLIES	7,900.00	7,900.00	154.76	340.79	7,559.21
01-21-3504	WEARING APPAREL	29,474.00	29,474.00	2,488.51	3,984.21	25,489.79
01-21-3505	CRIME PREVENTION SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00
01-21-3510	BOOKS AND PERIODICALS	3,850.00	3,850.00	0.00	2,507.00	1,343.00
01-21-3515	MEDICAL SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00
01-21-3519	AMMUNITION AND TARGETS	10,000.00	10,000.00	0.00	35.61	9,964.39
01-21-3520	FOOD	2,400.00	2,400.00	0.00	47.50	2,352.50
01-21-3523	TOOLS/EQUIPMENT	69,100.00	69,100.00	1,678.95	1,678.95	67,421.05
01-21-3534	PARTS AND MATERIALS	500.00	500.00	0.00	0.00	500.00
Category: 35 - SUPPLIES Total:		127,524.00	127,524.00	4,322.22	8,594.06	118,929.94
Category: 45 - MAINTENANCE						
01-21-4501	FURN. FIXT. & OFF. MACH.	5,597.00	5,597.00	191.25	1,318.41	4,278.59
01-21-4503	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	0.00	2,500.00
01-21-4510	VEHICLE CLEANING	2,000.00	2,000.00	0.00	39.99	1,960.01
01-21-4599	MISCELLANEOUS EQUIPMENT	15,400.00	15,400.00	0.00	40.70	15,359.30
Category: 45 - MAINTENANCE Total:		25,497.00	25,497.00	191.25	1,399.10	24,097.90
Category: 50 - SERVICES						
01-21-5012	PRINTING	2,000.00	2,000.00	17.55	376.99	1,623.01
01-21-5015	LAB TESTS	2,400.00	2,400.00	0.00	0.00	2,400.00
01-21-5020	COMMUNICATIONS	1,199.90	1,199.90	167.67	319.82	880.08
01-21-5022	RENTAL OF EQUIPMENT	10,000.00	10,000.00	927.25	1,525.75	8,474.25
01-21-5025	PUBLIC NOTICES	250.00	250.00	0.00	0.00	250.00
01-21-5027	MEMBERSHIPS	1,400.00	1,400.00	0.00	50.00	1,350.00
01-21-5029	TRAVEL/TRAINING	24,000.00	24,000.00	2,351.00	4,331.33	19,668.67
Category: 50 - SERVICES Total:		41,249.90	41,249.90	3,463.47	6,603.89	34,646.01
Category: 54 - SUNDRY						
01-21-5402	JAIL EXPENSE	3,000.00	3,000.00	14.26	85.34	2,914.66
Category: 54 - SUNDRY Total:		3,000.00	3,000.00	14.26	85.34	2,914.66
Category: 55 - PROFESSIONAL SERVICES						
01-21-5515	CONSULTANT SERVICES	1,800.00	1,800.00	0.00	1,522.00	278.00
Category: 55 - PROFESSIONAL SERVICES Total:		1,800.00	1,800.00	0.00	1,522.00	278.00
Category: 60 - OTHER SERVICES						
01-21-6003	LIABILITY-FIRE & CASUALTY INSR	21,400.00	21,400.00	0.00	16,890.30	4,509.70
01-21-6005	NOTARY SURETY BONDS	340.00	340.00	0.00	0.00	340.00
Category: 60 - OTHER SERVICES Total:		21,740.00	21,740.00	0.00	16,890.30	4,849.70
Category: 65 - CAPITAL OUTLAY						
01-21-6572	SPECIAL EQUIPMENT-	13,000.00	13,000.00	0.00	0.00	13,000.00
Category: 65 - CAPITAL OUTLAY Total:		13,000.00	13,000.00	0.00	0.00	13,000.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 97 - INTERFUND ACTIVITY					
01-21-9772 TECHNOLOGY USER FEE	16,025.00	16,025.00	0.00	0.00	16,025.00
Category: 97 - INTERFUND ACTIVITY Total:	16,025.00	16,025.00	0.00	0.00	16,025.00
Department: 21 - POLICE Total:	3,546,460.99	3,546,460.99	234,926.31	491,775.22	3,054,685.77

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 23 - COMMUNICATIONS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-23-3001	SALARIES	423,207.50	423,207.50	32,045.58	60,727.10	362,480.40
01-23-3002	WAGES	12,900.00	12,900.00	60.00	154.80	12,745.20
01-23-3003	LONGEVITY	1,343.94	1,343.94	107.08	202.92	1,141.02
01-23-3007	OVERTIME	77,000.00	77,000.00	3,295.90	5,852.02	71,147.98
01-23-3010	INCENTIVES	13,500.00	13,500.00	858.40	1,626.67	11,873.33
01-23-3051	FICA/MEDICARE TAXES	38,632.56	38,632.56	2,639.87	4,975.64	33,656.92
01-23-3052	WORKMEN'S COMPENSATION	982.00	982.00	0.00	671.56	310.44
01-23-3053	EMPLOYMENT TAXES	1,584.00	1,584.00	5.00	126.60	1,457.40
01-23-3054	RETIREMENT	58,865.07	58,865.07	5,170.12	9,741.42	49,123.65
01-23-3055	HEALTH INSURANCE	88,774.92	88,774.92	7,187.68	13,877.11	74,897.81
01-23-3056	LIFE INS	563.68	563.68	93.60	93.60	470.08
01-23-3057	DENTAL INSURANCE	5,543.72	5,543.72	456.73	865.50	4,678.22
01-23-3058	LONG-TERM DISABILITY	1,588.60	1,588.60	294.39	719.11	869.49
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		724,485.99	724,485.99	52,214.35	99,634.05	624,851.94
Category: 35 - SUPPLIES						
01-23-3502	POSTAGE	100.00	100.00	0.00	0.00	100.00
01-23-3503	OFFICE SUPPLIES	6,390.00	6,390.00	174.71	278.57	6,111.43
01-23-3504	WEARING APPAREL	3,475.00	3,475.00	0.00	0.00	3,475.00
01-23-3510	BOOKS AND PERIODICALS	400.00	400.00	0.00	0.00	400.00
01-23-3523	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	827.87	2,172.13
Category: 35 - SUPPLIES Total:		13,365.00	13,365.00	174.71	1,106.44	12,258.56
Category: 45 - MAINTENANCE						
01-23-4501	FURN.FIXT. & OFF.MACH.	6,800.00	6,800.00	49.99	49.99	6,750.01
01-23-4503	RADIO AND RADAR EQUIPMENT	1,250.00	1,250.00	651.98	969.84	280.16
01-23-4505	TELEPHONE MAINTENANCE	13,400.00	13,400.00	0.00	0.00	13,400.00
01-23-4599	MISCELLANEOUS EQUIPMENT	600.00	600.00	0.00	0.00	600.00
Category: 45 - MAINTENANCE Total:		22,050.00	22,050.00	701.97	1,019.83	21,030.17
Category: 50 - SERVICES						
01-23-5012	PRINTING	100.00	100.00	0.00	0.00	100.00
01-23-5020	COMMUNICATIONS	3,000.00	3,000.00	87.35	1,318.86	1,681.14
01-23-5024	RADIO USAGE FEES	2,000.00	2,000.00	89.00	89.00	1,911.00
01-23-5027	MEMBERSHIPS	1,200.00	1,200.00	0.00	487.00	713.00
01-23-5029	TRAVEL/TRAINING	6,000.00	6,000.00	550.00	918.00	5,082.00
Category: 50 - SERVICES Total:		12,300.00	12,300.00	726.35	2,812.86	9,487.14
Category: 60 - OTHER SERVICES						
01-23-6005	SURETY BONDS	600.00	600.00	0.00	0.00	600.00
Category: 60 - OTHER SERVICES Total:		600.00	600.00	0.00	0.00	600.00
Category: 97 - INTERFUND ACTIVITY						
01-23-9772	TECHNOLOGY USER FEE	54,825.00	54,825.00	0.00	0.00	54,825.00
Category: 97 - INTERFUND ACTIVITY Total:		54,825.00	54,825.00	0.00	0.00	54,825.00
Department: 23 - COMMUNICATIONS Total:		827,625.99	827,625.99	53,817.38	104,573.18	723,052.81

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 25 - FIRE DEPARTMENT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-25-3001	SALARIES	613,680.70	830,100.96	46,181.44	88,260.61	741,840.35
01-25-3002	WAGES	57,751.00	57,751.00	3,729.53	7,109.03	50,641.97
01-25-3003	LONGEVITY	2,880.02	2,880.02	206.78	403.52	2,476.50
01-25-3007	OVERTIME	87,666.68	133,000.00	13,646.79	18,706.53	114,293.47
01-25-3009	VOLUNTEERS STIPEND	44,000.00	44,000.00	2,755.00	4,707.47	39,292.53
01-25-3010	INCENTIVES	21,000.00	21,000.00	830.72	1,574.21	19,425.79
01-25-3051	FICA/MEDICARE TAXES	64,498.67	79,777.15	5,018.16	8,977.91	70,799.24
01-25-3052	WORKMEN'S COMPENSATION	29,010.00	29,010.00	0.00	19,839.20	9,170.80
01-25-3053	EMPLOYMENT TAXES	1,584.00	2,160.00	100.40	669.97	1,490.03
01-25-3054	RETIREMENT	89,513.53	119,899.05	8,667.24	15,513.69	104,385.36
01-25-3055	HEALTH INSURANCE	123,404.06	204,845.42	7,898.27	15,277.31	189,568.11
01-25-3056	LIFE INS	563.68	845.52	93.60	93.60	751.92
01-25-3057	DENTAL INSURANCE	7,863.96	12,504.44	537.50	1,016.74	11,487.70
01-25-3058	LONG-TERM DISABILITY	2,577.45	3,486.41	396.67	978.81	2,507.60
01-25-3059	FIREFIGHTERS' RETIREMENT	26,000.00	26,000.00	0.00	0.00	26,000.00
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		1,171,993.75	1,567,259.97	90,062.10	183,128.60	1,384,131.37
Category: 35 - SUPPLIES						
01-25-3502	SHIPPING/FREIGHT CHARGES	500.00	500.00	0.00	0.00	500.00
01-25-3503	OFFICE SUPPLIES	6,999.00	6,999.00	0.00	295.71	6,703.29
01-25-3504	WEARING APPAREL	46,350.00	46,350.00	0.00	0.00	46,350.00
01-25-3505	FIRE PREVENTION MATERIALS	2,900.00	2,900.00	0.00	0.00	2,900.00
01-25-3508	FILM AND CAMERA SUPPLIES	50.00	50.00	0.00	0.00	50.00
01-25-3510	BOOKS AND PERIODICALS	1,150.00	1,150.00	0.00	143.91	1,006.09
01-25-3515	MEDICAL SUPPLIES	24,000.00	24,000.00	607.89	4,505.15	19,494.85
01-25-3517	JANITORIAL SUPPLIES	1,400.00	1,400.00	0.00	94.66	1,305.34
01-25-3520	FOOD	8,999.00	8,999.00	0.00	32.96	8,966.04
01-25-3523	TOOLS/EQUIPMENT	61,000.00	61,000.00	1,687.00	8,705.76	52,294.24
01-25-3524	FEMA SUPPLIES	5,000.00	5,000.00	0.00	149.90	4,850.10
01-25-3525	FEMA EQUIPMENT	5,000.00	5,000.00	9,157.00	9,157.00	-4,157.00
Category: 35 - SUPPLIES Total:		163,348.00	163,348.00	11,451.89	23,085.05	140,262.95
Category: 45 - MAINTENANCE						
01-25-4501	FURN, FIXT, & OFFICE EQPT.	4,700.00	4,700.00	138.79	2,214.07	2,485.93
01-25-4503	RADIO AND RADAR EQUIPMENT	2,500.00	2,500.00	0.00	0.00	2,500.00
01-25-4599	MAINTENANCE-MISC EQUIPMENT	34,749.00	34,749.00	0.00	6,619.44	28,129.56
Category: 45 - MAINTENANCE Total:		41,949.00	41,949.00	138.79	8,833.51	33,115.49
Category: 50 - SERVICES						
01-25-5012	PRINTING	750.00	750.00	0.00	0.00	750.00
01-25-5014	MEDICAL EXPENSES	1,000.00	1,000.00	0.00	0.00	1,000.00
01-25-5020	COMMUNICATIONS	5,000.00	5,000.00	92.10	161.64	4,838.36
01-25-5024	RADIO USAGE FEES	15,000.00	15,000.00	1,062.50	2,175.00	12,825.00
01-25-5027	MEMBERSHIPS	3,115.00	3,115.00	0.00	675.00	2,440.00
01-25-5029	TRAVEL/TRAINING	20,000.00	20,000.00	0.00	1,674.75	18,325.25
Category: 50 - SERVICES Total:		44,865.00	44,865.00	1,154.60	4,686.39	40,178.61
Category: 54 - SUNDRY						
01-25-5405	LICENSES/PERMITS	1,299.00	1,299.00	0.00	0.00	1,299.00
Category: 54 - SUNDRY Total:		1,299.00	1,299.00	0.00	0.00	1,299.00
Category: 55 - PROFESSIONAL SERVICES						
01-25-5508	MEDICAL AND OTHER WASTE-DISP	1,300.00	1,300.00	108.18	162.27	1,137.73
01-25-5512	ACCIDENT INSURANCE	5,300.00	5,300.00	0.00	0.00	5,300.00
01-25-5516	COLLECTION AGENCY FEES	48,000.00	48,000.00	1,475.55	8,227.36	39,772.64
Category: 55 - PROFESSIONAL SERVICES Total:		54,600.00	54,600.00	1,583.73	8,389.63	46,210.37
Category: 97 - INTERFUND ACTIVITY						
01-25-9772	TECHNOLOGY USER FEE	96,373.00	96,373.00	0.00	0.00	96,373.00
01-25-9781	EQUIP. PURCHASE CONTRIBUTION	49,575.00	49,575.00	0.00	0.00	49,575.00

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01-25-9791 EQUIPMENT USER FEE	378,581.00	378,581.00	0.00	0.00	378,581.00
Category: 97 - INTERFUND ACTIVITY Total:	524,529.00	524,529.00	0.00	0.00	524,529.00
Department: 25 - FIRE DEPARTMENT Total:	2,002,583.75	2,397,849.97	104,391.11	228,123.18	2,169,726.79

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 30 - PUBLIC WORKS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-30-3001	SALARIES	168,975.53	168,975.53	12,622.26	23,919.18	145,056.35
01-30-3003	LONGEVITY	239.98	239.98	22.16	41.99	197.99
01-30-3007	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00
01-30-3051	FICA/MEDICARE TAXES	12,726.58	12,726.58	950.50	1,801.20	10,925.38
01-30-3052	WORKMEN'S COMPENSATION	2,807.00	2,807.00	0.00	1,919.64	887.36
01-30-3053	EMPLOYMENT TAXES	288.00	288.00	0.64	1.21	286.79
01-30-3054	RETIREMENT	23,757.85	23,757.85	1,800.58	3,412.10	20,345.75
01-30-3055	HEALTH INSURANCE	14,898.00	14,898.00	1,097.59	2,126.00	12,772.00
01-30-3056	LIFE INS	140.92	140.92	23.40	23.40	117.52
01-30-3057	DENTAL INSURANCE	903.24	903.24	69.48	131.66	771.58
01-30-3058	LONG-TERM DISABILITY	709.70	709.70	110.17	271.92	437.78
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		226,446.80	226,446.80	16,696.78	33,648.30	192,798.50
Category: 35 - SUPPLIES						
01-30-3502	POSTAGE/FREIGHT/DEL. FEE	100.00	100.00	0.00	0.00	100.00
01-30-3503	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	438.49	1,061.51
01-30-3504	WEARING APPAREL	500.00	500.00	0.00	226.75	273.25
01-30-3510	BOOKS AND PERIODICALS	100.00	100.00	0.00	0.00	100.00
01-30-3520	FOOD	2,500.00	2,500.00	239.14	488.12	2,011.88
Category: 35 - SUPPLIES Total:		4,700.00	4,700.00	239.14	1,153.36	3,546.64
Category: 45 - MAINTENANCE						
01-30-4501	FURNITURE AND EQUIPMENT	100.00	100.00	0.00	0.00	100.00
Category: 45 - MAINTENANCE Total:		100.00	100.00	0.00	0.00	100.00
Category: 50 - SERVICES						
01-30-5012	PRINTING	300.00	300.00	0.00	0.00	300.00
01-30-5020	COMMUNICATIONS	2,000.00	2,000.00	69.54	139.08	1,860.92
01-30-5027	MEMBERSHIPS	350.00	350.00	0.00	0.00	350.00
01-30-5029	TRAVEL/TRAINING	2,000.00	2,000.00	0.00	444.40	1,555.60
Category: 50 - SERVICES Total:		4,650.00	4,650.00	69.54	583.48	4,066.52
Category: 55 - PROFESSIONAL SERVICES						
01-30-5510	ENGINEERING SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00
01-30-5515	CONSULTANT SERVICES	10,000.00	10,000.00	2,130.00	3,330.00	6,670.00
Category: 55 - PROFESSIONAL SERVICES Total:		20,000.00	20,000.00	2,130.00	3,330.00	16,670.00
Category: 97 - INTERFUND ACTIVITY						
01-30-9772	TECHNOLOGY USER FEE	1,875.00	1,875.00	0.00	0.00	1,875.00
01-30-9781	EQUIPMENT PURCHASE CONTRIBUTIO	39,250.00	39,250.00	0.00	0.00	39,250.00
Category: 97 - INTERFUND ACTIVITY Total:		41,125.00	41,125.00	0.00	0.00	41,125.00
Department: 30 - PUBLIC WORKS Total:		297,021.80	297,021.80	19,135.46	38,715.14	258,306.66

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 31 - COMMUNITY DEVELOPMENT						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-31-3001	SALARIES	251,248.13	251,248.13	18,834.33	35,343.54	215,904.59
01-31-3003	LONGEVITY	1,775.80	1,775.80	131.07	256.64	1,519.16
01-31-3007	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00
01-31-3010	INCENTIVES	479.96	479.96	73.84	139.93	340.03
01-31-3051	FICA/MEDICARE TAXES	18,367.48	18,367.48	1,396.31	2,620.04	15,747.44
01-31-3052	WORKMEN'S COMPENSATION	1,100.00	1,100.00	0.00	752.26	347.74
01-31-3053	EMPLOYMENT TAXES	576.00	576.00	3.42	6.43	569.57
01-31-3054	RETIREMENT	35,732.35	35,732.35	2,711.19	5,089.40	30,642.95
01-31-3055	HEALTH INSURANCE	55,618.68	55,618.68	2,596.60	5,029.48	50,589.20
01-31-3056	LIFE INS	281.84	281.84	46.80	46.80	235.04
01-31-3057	DENTAL INSURANCE	3,223.48	3,223.48	158.72	300.77	2,922.71
01-31-3058	LONG-TERM DISABILITY	1,059.44	1,059.44	170.88	423.77	635.67
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		370,463.16	370,463.16	26,123.16	50,009.06	320,454.10
Category: 35 - SUPPLIES						
01-31-3503	OFFICE SUPPLIES	3,500.00	3,500.00	203.75	545.64	2,954.36
01-31-3504	WEARING APPAREL	900.00	900.00	0.00	0.00	900.00
01-31-3510	BOOKS AND PERIODICALS	700.00	700.00	0.00	0.00	700.00
01-31-3521	ANIMAL SHELTER	3,000.00	3,000.00	0.00	300.00	2,700.00
01-31-3523	TOOLS/EQUIPMENT	300.00	300.00	0.00	0.00	300.00
Category: 35 - SUPPLIES Total:		8,400.00	8,400.00	203.75	845.64	7,554.36
Category: 50 - SERVICES						
01-31-5008	ABATEMENT/SUBSTANDARD PROPERTY	100.00	100.00	0.00	0.00	100.00
01-31-5012	PRINTING	600.00	600.00	205.10	205.10	394.90
01-31-5020	COMMUNICATIONS	4,500.00	4,500.00	69.54	139.08	4,360.92
01-31-5027	MEMBERSHIPS	900.00	900.00	0.00	0.00	900.00
01-31-5029	TRAVEL/TRAINING	7,500.00	7,500.00	0.00	0.00	7,500.00
Category: 50 - SERVICES Total:		13,600.00	13,600.00	274.64	344.18	13,255.82
Category: 55 - PROFESSIONAL SERVICES						
01-31-5515	CONSULTANT	50,000.00	50,000.00	2,949.00	2,949.00	47,051.00
Category: 55 - PROFESSIONAL SERVICES Total:		50,000.00	50,000.00	2,949.00	2,949.00	47,051.00
Category: 65 - CAPITAL OUTLAY						
01-31-6571	OFFICE FURNITURE & EQUIPMENT	600.00	600.00	0.00	376.29	223.71
Category: 65 - CAPITAL OUTLAY Total:		600.00	600.00	0.00	376.29	223.71
Category: 97 - INTERFUND ACTIVITY						
01-31-9771	TECHNOLOGY PURCHASE CONTRIBUTI	1,000.00	1,000.00	0.00	0.00	1,000.00
01-31-9772	TECHNOLOGY USER FEE	4,750.00	4,750.00	0.00	0.00	4,750.00
01-31-9781	EQUIP. PURCHASE CONTRIBUTION	55,080.00	55,080.00	0.00	0.00	55,080.00
Category: 97 - INTERFUND ACTIVITY Total:		60,830.00	60,830.00	0.00	0.00	60,830.00
Department: 31 - COMMUNITY DEVELOPMENT Total:		503,893.16	503,893.16	29,550.55	54,524.17	449,368.99

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 32 - STREETS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-32-3001	SALARIES	158,734.88	158,734.88	7,751.76	22,208.67	136,526.21
01-32-3003	LONGEVITY	1,343.94	1,343.94	7.38	53.37	1,290.57
01-32-3007	OVERTIME	20,000.00	20,000.00	1,037.41	1,818.66	18,181.34
01-32-3010	INCENTIVES	0.01	0.01	0.00	0.00	0.01
01-32-3051	FICA/MEDICARE TAXES	12,856.20	12,856.20	638.19	1,771.80	11,084.40
01-32-3052	WORKMEN'S COMPENSATION	5,658.00	5,658.00	0.00	3,869.36	1,788.64
01-32-3053	EMPLOYMENT TAXES	576.00	576.00	54.55	77.82	498.18
01-32-3054	RETIREMENT	25,283.07	25,283.07	1,252.63	3,429.09	21,853.98
01-32-3055	HEALTH INSURANCE	54,989.48	54,989.48	2,161.21	4,315.11	50,674.37
01-32-3056	LIFE INS	211.38	211.38	11.70	11.70	199.68
01-32-3057	DENTAL	3,480.36	3,480.36	178.48	338.22	3,142.14
01-32-3058	LONG-TERM DISABILITY	666.69	666.69	71.79	187.00	479.69
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		283,800.01	283,800.01	13,165.10	38,080.80	245,719.21
Category: 35 - SUPPLIES						
01-32-3504	WEARING APPAREL	1,600.00	1,600.00	46.00	220.52	1,379.48
01-32-3523	TOOLS/EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00
01-32-3534	PARTS AND MATERIALS	90,000.00	90,000.00	5,964.41	6,919.20	83,080.80
Category: 35 - SUPPLIES Total:		94,600.00	94,600.00	6,010.41	7,139.72	87,460.28
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-32-4002	STREET SIGNS	10,000.00	10,000.00	0.00	0.00	10,000.00
01-32-4003	STREET MAINTENANCE MAT'L	25,000.00	25,000.00	132.23	132.23	24,867.77
01-32-4004	SIDEWALK REPLACEMENT	25,000.00	25,000.00	0.00	0.00	25,000.00
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		60,000.00	60,000.00	132.23	132.23	59,867.77
Category: 45 - MAINTENANCE						
01-32-4598	ORNMENTAL STREET LIGHT MAIN	1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 45 - MAINTENANCE Total:		1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 50 - SERVICES						
01-32-5016	STREET LIGHTING	195,000.00	195,000.00	0.00	11,814.30	183,185.70
01-32-5020	COMMUNICATIONS	3,000.00	3,000.00	69.54	139.08	2,860.92
01-32-5022	RENTAL OF EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00
01-32-5029	TRAVEL/TRAINING	5,000.00	5,000.00	0.00	0.00	5,000.00
Category: 50 - SERVICES Total:		204,000.00	204,000.00	69.54	11,953.38	192,046.62
Category: 55 - PROFESSIONAL SERVICES						
01-32-5507	MOSQUITO SPRAYING	16,000.00	16,000.00	1,425.00	1,425.00	14,575.00
01-32-5515	CONSULTANT SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
Category: 55 - PROFESSIONAL SERVICES Total:		21,000.00	21,000.00	1,425.00	1,425.00	19,575.00
Category: 97 - INTERFUND ACTIVITY						
01-32-9772	TECHNOLOGY USER FEE	500.00	500.00	0.00	0.00	500.00
01-32-9781	EQUIPMENT PURCHASE CONTRIBUTIO	84,335.00	84,335.00	0.00	0.00	84,335.00
01-32-9791	EQUIPMENT USER FEE	30,000.00	30,000.00	0.00	0.00	30,000.00
Category: 97 - INTERFUND ACTIVITY Total:		114,835.00	114,835.00	0.00	0.00	114,835.00
Department: 32 - STREETS Total:		779,235.01	779,235.01	20,802.28	58,731.13	720,503.88

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 33 - BUILDING MAINTENANCE						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-33-3001	SALARIES	56,752.12	56,752.12	4,239.74	8,034.31	48,717.81
01-33-3002	WAGES	24,000.00	24,000.00	672.00	1,273.44	22,726.56
01-33-3003	LONGEVITY	48.10	48.10	7.38	13.99	34.11
01-33-3007	OVERTIME	5,000.00	5,000.00	0.00	0.00	5,000.00
01-33-3051	FICA/MEDICARE TAXES	6,445.33	6,445.33	367.20	695.84	5,749.49
01-33-3052	WORKMEN'S COMPENSATION	1,382.00	1,382.00	0.00	949.22	432.78
01-33-3053	EMPLOYMENT TAXES	288.00	288.00	0.76	37.66	250.34
01-33-3054	RETIREMENT	8,676.75	8,676.75	604.78	1,146.06	7,530.69
01-33-3055	HEALTH INSURANCE	7,449.00	7,449.00	548.79	1,062.99	6,386.01
01-33-3056	LIFE INS	70.46	70.46	11.70	11.70	58.76
01-33-3057	DENTAL	1,160.12	1,160.12	89.24	169.11	991.01
01-33-3058	LONG-TERM DISABILITY	259.36	259.36	38.53	95.92	163.44
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		111,531.24	111,531.24	6,580.12	13,490.24	98,041.00
Category: 35 - SUPPLIES						
01-33-3504	WEARING APPAREL	1,000.00	1,000.00	0.00	89.94	910.06
01-33-3517	JANITORIAL SUPPLIES	7,500.00	7,500.00	31.90	548.56	6,951.44
01-33-3523	TOOLS/EQUIPMENT	750.00	750.00	0.00	0.00	750.00
01-33-3540	POWERED EQUIPMENT	1,200.00	1,200.00	0.00	0.00	1,200.00
01-33-3541	SAFETY PRODUCTS	750.00	750.00	0.00	0.00	750.00
01-33-3542	FIRST AID	250.00	250.00	0.00	0.00	250.00
01-33-3543	SECURITY SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00
Category: 35 - SUPPLIES Total:		15,450.00	15,450.00	31.90	638.50	14,811.50
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-33-4001	MAINTENANCE-BLDG & GROUNDS	2,000.00	2,000.00	85.12	203.60	1,796.40
01-33-4011	CITY HALL/CIVIC CENTER BUILDING MAINTEN...	7,000.00	7,000.00	620.00	620.00	6,380.00
01-33-4021	POLICE DEPARTMENT BUILDING MAINTENAN...	10,000.00	10,000.00	848.97	2,101.03	7,898.97
01-33-4025	FIRE DEPARTMENT BUILDING MAINTENANCE	10,000.00	10,000.00	0.00	0.00	10,000.00
01-33-4030	PUBLIC WORKS BULDING MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		30,500.00	30,500.00	1,554.09	2,924.63	27,575.37
Category: 45 - MAINTENANCE						
01-33-4501	FURN.,FIXT.,& OFF. MACH.	1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 45 - MAINTENANCE Total:		1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 50 - SERVICES						
01-33-5017	UTILITIES	103,000.00	103,000.00	0.00	5,587.23	97,412.77
01-33-5029	TRAVEL AND TRAINING	1,000.00	1,000.00	0.00	12.00	988.00
Category: 50 - SERVICES Total:		104,000.00	104,000.00	0.00	5,599.23	98,400.77
Category: 55 - PROFESSIONAL SERVICES						
01-33-5521	PEST CONTROL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
01-33-5529	CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
01-33-5530	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
Category: 55 - PROFESSIONAL SERVICES Total:		15,000.00	15,000.00	0.00	0.00	15,000.00
Category: 65 - CAPITAL OUTLAY						
01-33-6580	BLDG & GROUND IMPROVEMENT	65,500.00	65,500.00	1,762.34	2,531.09	62,968.91
Category: 65 - CAPITAL OUTLAY Total:		65,500.00	65,500.00	1,762.34	2,531.09	62,968.91
Category: 97 - INTERFUND ACTIVITY						
01-33-9781	EQUIPMENT PURCHASE CONTRIBUTIO	27,320.00	27,320.00	0.00	0.00	27,320.00
Category: 97 - INTERFUND ACTIVITY Total:		27,320.00	27,320.00	0.00	0.00	27,320.00
Department: 33 - BUILDING MAINTENANCE Total:		370,301.24	370,301.24	9,928.45	25,183.69	345,117.55

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Department: 35 - SOLID WASTE						
Category: 55 - PROFESSIONAL SERVICES						
01-35-5508	SOLID WASTECOLLECTION SERVICES	364,324.00	364,324.00	27,913.25	28,109.23	336,214.77
01-35-5509	STORM CLEAN-UP-DEBRIS REMOVAL	2,900.00	2,900.00	0.00	0.00	2,900.00
01-35-5519	RECYCLING PROGRAM	99,702.00	99,702.00	7,869.54	7,869.54	91,832.46
Category: 55 - PROFESSIONAL SERVICES Total:		466,926.00	466,926.00	35,782.79	35,978.77	430,947.23
Department: 35 - SOLID WASTE Total:		466,926.00	466,926.00	35,782.79	35,978.77	430,947.23

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 36 - FLEET SERVICES						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-36-3001	SALARIES	123,466.72	123,466.72	9,274.96	17,304.38	106,162.34
01-36-3003	LONGEVITY	335.92	335.92	33.22	60.67	275.25
01-36-3007	OVERTIME	8,000.00	8,000.00	992.48	1,846.52	6,153.48
01-36-3010	INCENTIVES	600.08	600.08	46.16	87.47	512.61
01-36-3051	FICA/MEDICARE TAXES	9,801.41	9,801.41	766.34	1,429.01	8,372.40
01-36-3052	WORKMEN'S COMPENSATION	2,246.00	2,246.00	0.00	1,535.98	710.02
01-36-3053	EMPLOYMENT TAXES	416.00	416.00	1.87	3.49	412.51
01-36-3054	RETIREMENT	18,665.16	18,665.16	1,479.31	2,758.96	15,906.20
01-36-3055	HEALTH INSURANCE	20,244.90	20,244.90	1,490.52	2,844.07	17,400.83
01-36-3056	LIFE INS	140.92	140.92	23.40	23.40	117.52
01-36-3057	DENTAL	1,611.74	1,611.74	123.98	232.34	1,379.40
01-36-3058	LONG-TERM DISABILITY	520.82	520.82	85.03	210.71	310.11
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		186,049.67	186,049.67	14,317.27	28,337.00	157,712.67
Category: 35 - SUPPLIES						
01-36-3503	OFFICE SUPPLIES	500.00	500.00	0.00	87.84	412.16
01-36-3504	WEARING APPAREL	800.00	800.00	0.00	0.00	800.00
01-36-3510	MANUALS AND PERIODICALS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-36-3514	FUEL AND OIL	135,000.00	135,000.00	9,459.51	15,852.80	119,147.20
01-36-3523	TOOLS/EQUIPMENT	12,500.00	12,500.00	0.00	7.49	12,492.51
01-36-3529	VEHICLE REPAIR PARTS	40,000.00	40,000.00	1,603.46	2,008.26	37,991.74
01-36-3535	SHOP SUPPLIES	5,000.00	5,000.00	87.75	135.51	4,864.49
Category: 35 - SUPPLIES Total:		194,800.00	194,800.00	11,150.72	18,091.90	176,708.10
Category: 45 - MAINTENANCE						
01-36-4520	AUTO REPAIR/OUTSOURCED	55,000.00	55,000.00	-17,181.27	-17,613.79	72,613.79
Category: 45 - MAINTENANCE Total:		55,000.00	55,000.00	-17,181.27	-17,613.79	72,613.79
Category: 50 - SERVICES						
01-36-5020	COMMUNICATIONS	1,500.00	1,500.00	41.54	75.58	1,424.42
01-36-5022	RENTAL EQUIPMENT	360.00	360.00	0.00	0.00	360.00
01-36-5027	MEMBERSHIP	750.00	750.00	0.00	0.00	750.00
01-36-5029	TRAVEL/TRAINING	7,800.00	7,800.00	0.00	1,168.78	6,631.22
Category: 50 - SERVICES Total:		10,410.00	10,410.00	41.54	1,244.36	9,165.64
Category: 54 - SUNDRY						
01-36-5405	LICENSES/PERMITS	850.00	850.00	0.00	0.00	850.00
Category: 54 - SUNDRY Total:		850.00	850.00	0.00	0.00	850.00
Category: 65 - CAPITAL OUTLAY						
01-36-6572	SPECIAL EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00
01-36-6574	COMPUTER SOFTWARE	3,500.00	3,500.00	0.00	3,370.75	129.25
Category: 65 - CAPITAL OUTLAY Total:		8,500.00	8,500.00	0.00	3,370.75	5,129.25
Category: 97 - INTERFUND ACTIVITY						
01-36-9757	VEH/EQUIP PURCHASE CONTRIB	54,640.00	54,640.00	0.00	0.00	54,640.00
01-36-9772	TECHNOLOGY USER FEE	1,000.00	1,000.00	0.00	0.00	1,000.00
Category: 97 - INTERFUND ACTIVITY Total:		55,640.00	55,640.00	0.00	0.00	55,640.00
Department: 36 - FLEET SERVICES Total:		511,249.67	511,249.67	8,328.26	33,430.22	477,819.45

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

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For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 38 - RECREATION						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-38-3001	SALARIES	58,349.60	58,349.60	4,403.86	8,807.72	49,541.88
01-38-3002	WAGES	59,000.00	59,000.00	324.38	880.38	58,119.62
01-38-3003	LONGEVITY	48.10	48.10	5.54	9.24	38.86
01-38-3051	FICA/MEDICARE TAXES	8,661.49	8,661.49	334.03	685.64	7,975.85
01-38-3053	EMPLOYMENT TAXES	288.00	288.00	6.04	460.21	-172.21
01-38-3054	RETIREMENT	8,283.29	8,283.29	627.90	1,255.54	7,027.75
01-38-3055	HEALTH INSURANCE	20,360.34	20,360.34	1,496.27	3,062.45	17,297.89
01-38-3056	LIFE INS	70.46	70.46	11.70	11.70	58.76
01-38-3057	DENTAL	1,160.12	1,160.12	89.24	178.48	981.64
01-38-3058	LONG-TERM DISABILITY	247.59	247.59	18.50	37.00	210.59
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		156,468.99	156,468.99	7,317.46	15,388.36	141,080.63
Category: 35 - SUPPLIES						
01-38-3503	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00
01-38-3504	WEARING APPAREL	1,000.00	1,000.00	0.00	0.00	1,000.00
01-38-3506	CHEMICALS	500.00	500.00	0.00	0.00	500.00
01-38-3517	JANITORIAL SUPPLIES	300.00	300.00	0.00	0.00	300.00
01-38-3523	TOOLS/EQUIPMENT	250.00	250.00	0.00	0.00	250.00
01-38-3526	MINOR EQUIPMENT	250.00	250.00	0.00	0.00	250.00
01-38-3531	RECREATION & EVENTS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-38-3532	RECREATION AWARDS/PRIZES	1,000.00	1,000.00	0.00	51.48	948.52
01-38-3542	FIRST AID	250.00	250.00	0.00	0.00	250.00
01-38-3547	POOL SUPPLIES	2,500.00	2,500.00	0.00	266.69	2,233.31
Category: 35 - SUPPLIES Total:		7,550.00	7,550.00	0.00	318.17	7,231.83
Category: 45 - MAINTENANCE						
01-38-4512	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	0.00	500.00
Category: 45 - MAINTENANCE Total:		500.00	500.00	0.00	0.00	500.00
Category: 50 - SERVICES						
01-38-5012	PRINTING	3,500.00	3,500.00	0.00	200.00	3,300.00
01-38-5020	COMMUNICATIONS	600.08	600.08	0.00	0.00	600.08
01-38-5022	EQUIPMENT RENTAL	750.00	750.00	0.00	0.00	750.00
01-38-5027	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	100.00	400.00
01-38-5029	TRAVEL/TRAINING	1,000.00	1,000.00	0.00	275.00	725.00
01-38-5043	GENERAL ADVERTISING	2,000.00	2,000.00	0.00	264.63	1,735.37
01-38-5046	SPRING FLING	2,000.00	2,000.00	0.00	0.00	2,000.00
01-38-5047	EGG HUNTS	2,500.00	2,500.00	0.00	0.00	2,500.00
01-38-5048	FOURTH OF JULY	2,500.00	2,500.00	0.00	0.00	2,500.00
01-38-5049	FALL FROLIC	2,500.00	2,500.00	0.00	0.00	2,500.00
01-38-5050	HOLIDAY IN THE VILLAGE	5,000.00	5,000.00	300.00	300.00	4,700.00
01-38-5051	FOOD TRUCK RALLY	3,000.00	3,000.00	0.00	0.00	3,000.00
01-38-5052	CONCERT SERIES	5,000.00	5,000.00	0.00	0.00	5,000.00
01-38-5053	MOVIE SERIES	1,800.00	1,800.00	0.00	1,052.91	747.09
01-38-5054	POOL EVENTS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-38-5055	RECREATIONAL ACTIVITIES	1,750.00	1,750.00	0.00	483.33	1,266.67
Category: 50 - SERVICES Total:		35,400.08	35,400.08	300.00	2,675.87	32,724.21
Category: 55 - PROFESSIONAL SERVICES						
01-38-5530	PROFESSIONAL SERVICES	1,500.00	1,500.00	0.00	400.00	1,100.00
Category: 55 - PROFESSIONAL SERVICES Total:		1,500.00	1,500.00	0.00	400.00	1,100.00
Department: 38 - RECREATION Total:		201,419.07	201,419.07	7,617.46	18,782.40	182,636.67

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 39 - PARKS						
Category: 30 - SALARIES, WAGES, & BENEFITS						
01-39-3001	SALARIES	421,417.19	421,417.19	27,148.98	53,656.90	367,760.29
01-39-3002	WAGES	0.00	0.00	0.00	-74.76	74.76
01-39-3003	LONGEVITY	2,688.14	2,688.14	236.32	449.29	2,238.85
01-39-3007	OVERTIME	1,800.00	1,800.00	880.16	1,859.15	-59.15
01-39-3010	INCENTIVES	0.00	0.00	46.16	87.47	-87.47
01-39-3051	FICA/MEDICARE TAXES	30,840.41	30,840.41	2,074.23	4,081.45	26,758.96
01-39-3052	WORKMEN'S COMPENSATION	8,326.00	8,326.00	0.00	5,693.94	2,632.06
01-39-3053	EMPLOYMENT TAXES	1,180.80	1,180.80	3.20	345.99	834.81
01-39-3054	RETIREMENT	44,612.85	44,612.85	4,031.61	7,981.97	36,630.88
01-39-3055	HEALTH INSURANCE	103,159.16	103,159.16	6,056.52	12,992.76	90,166.40
01-39-3056	LIFE INS	493.22	493.22	81.90	81.33	411.89
01-39-3057	DENTAL	6,252.22	6,252.22	426.04	877.85	5,374.37
01-39-3058	LONG-TERM DISABILITY	1,315.72	1,315.72	247.02	713.28	602.44
Category: 30 - SALARIES, WAGES, & BENEFITS Total:		622,085.71	622,085.71	41,232.14	88,746.62	533,339.09
Category: 35 - SUPPLIES						
01-39-3503	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	250.00
01-39-3504	WEARING APPAREL	3,000.00	3,000.00	634.00	634.00	2,366.00
01-39-3506	CHEMICALS	6,500.00	6,500.00	0.00	0.00	6,500.00
01-39-3517	JANITORIAL SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-3523	TOOLS/EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00
01-39-3526	MINOR EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00
01-39-3534	EQUIP REPAIR PARTS	5,000.00	5,000.00	0.00	0.00	5,000.00
01-39-3536	LANDSCAPING MATERIALS	9,500.00	9,500.00	0.00	189.69	9,310.31
01-39-3542	FIRST AID	500.00	500.00	0.00	0.00	500.00
01-39-3544	IRRIGATION SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00
01-39-3545	POOL JANITORIAL SUPPLIES	750.00	750.00	0.00	0.00	750.00
01-39-3546	SPLASH PAD CHEMICALS	2,000.00	2,000.00	0.00	0.00	2,000.00
01-39-3547	POOL CHEMICALS	13,000.00	13,000.00	0.00	4,181.10	8,818.90
Category: 35 - SUPPLIES Total:		48,000.00	48,000.00	634.00	5,004.79	42,995.21
Category: 40 - MAINTENANCE--BLDGS, STRUC						
01-39-4007	POOL MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00
01-39-4008	PARK MAINTENANCE	0.00	0.00	0.00	248.57	-248.57
01-39-4031	SPLASH PAD MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00
01-39-4032	CAROL FOX PARK	5,000.00	5,000.00	0.00	0.00	5,000.00
01-39-4033	CLARK HENRY PARK	5,000.00	5,000.00	0.00	450.93	4,549.07
01-39-4034	PHILLIPINE PARK	1,500.00	1,500.00	0.00	0.00	1,500.00
01-39-4035	DOG PARK	2,500.00	2,500.00	0.00	0.00	2,500.00
01-39-4036	OPEN GREEN SPACE/POCKET PARKS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-4037	HIKE AND BIKE TRAILS	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-4038	TREE MAINTENANCE AND TREE CITY USA	1,500.00	1,500.00	0.00	0.00	1,500.00
Category: 40 - MAINTENANCE--BLDGS, STRUC Total:		22,000.00	22,000.00	0.00	699.50	21,300.50
Category: 45 - MAINTENANCE						
01-39-4511	VEHICLE MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-4512	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	0.00	0.00	2,500.00
Category: 45 - MAINTENANCE Total:		3,500.00	3,500.00	0.00	0.00	3,500.00
Category: 50 - SERVICES						
01-39-5012	PRINTING	1,000.00	1,000.00	26.05	26.05	973.95
01-39-5020	COMMUNICATIONS	1,800.00	1,800.00	69.54	139.08	1,660.92
01-39-5022	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00
01-39-5027	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	500.00
01-39-5029	TRAVEL/TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00
Category: 50 - SERVICES Total:		6,800.00	6,800.00	95.59	165.13	6,634.87
Category: 55 - PROFESSIONAL SERVICES						
01-39-5529	CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00

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For Fiscal: 2020-2021 Period Ending: 11/30/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01-39-5530	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00
	Category: 55 - PROFESSIONAL SERVICES Total:	2,000.00	2,000.00	0.00	0.00	2,000.00
	Category: 65 - CAPITAL OUTLAY					
01-39-6516	PARKS & LANDSCAPING PROJS	30,000.00	30,000.00	0.00	0.00	30,000.00
01-39-6598	MISCELLANEOUS EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00
	Category: 65 - CAPITAL OUTLAY Total:	40,000.00	40,000.00	0.00	0.00	40,000.00
	Category: 97 - INTERFUND ACTIVITY					
01-39-9772	TECHNOLOGY USER FEE	750.00	750.00	0.00	0.00	750.00
01-39-9781	EQUIP. PURCHASE CONTRIBUTION	30,900.00	30,900.00	0.00	0.00	30,900.00
01-39-9791	EQUIPMENT USER FEE	11,800.00	11,800.00	0.00	0.00	11,800.00
	Category: 97 - INTERFUND ACTIVITY Total:	43,450.00	43,450.00	0.00	0.00	43,450.00
	Department: 39 - PARKS Total:	787,835.71	787,835.71	41,961.73	94,616.04	693,219.67
	Fund: 01 - GENERAL FUND Surplus (Deficit):	886,492.45	491,226.23	13,794.07	-222,610.68	

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For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 03 - DEBT SERVICE FUND					
Department: 50 - 50					
Category: 72 - PROPERTY TAXES					
03-50-7201 CURRENT PROPERTY TAXES	1,453,727.00	1,453,727.00	-534.84	-534.84	1,454,261.84
03-50-7202 DELINQUENT PROPERTY TAX	30,000.00	30,000.00	2,198.70	2,198.70	27,801.30
03-50-7203 PENALTY, INTEREST, COSTS	15,000.00	15,000.00	1,863.39	1,863.39	13,136.61
Category: 72 - PROPERTY TAXES Total:	1,498,727.00	1,498,727.00	3,527.25	3,527.25	1,495,199.75
Category: 96 - INTEREST EARNED					
03-50-9601 INTEREST EARNED	10,000.00	10,000.00	20.44	43.32	9,956.68
Category: 96 - INTEREST EARNED Total:	10,000.00	10,000.00	20.44	43.32	9,956.68
Category: 97 - INTERFUND ACTIVITY					
03-50-9752 TRANSFER FROM UTILITY FUND	88,418.00	88,418.00	0.00	0.00	88,418.00
Category: 97 - INTERFUND ACTIVITY Total:	88,418.00	88,418.00	0.00	0.00	88,418.00
Department: 50 - 50 Total:	1,597,145.00	1,597,145.00	3,547.69	3,570.57	1,593,574.43

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 51 - DEBT SERVICE						
Category: 61 - DEBT SERVICE						
03-51-6121	PRINCIPAL/DEBT SERVICE	1,245,000.00	1,245,000.00	0.00	0.00	1,245,000.00
03-51-6122	INTEREST/DEBT SERVICE	273,325.00	273,325.00	0.00	0.00	273,325.00
03-51-6123	MAINTENANCE FEE/DEBT SERVICE	9,000.00	9,000.00	0.00	0.00	9,000.00
	Category: 61 - DEBT SERVICE Total:	1,527,325.00	1,527,325.00	0.00	0.00	1,527,325.00
	Department: 51 - DEBT SERVICE Total:	1,527,325.00	1,527,325.00	0.00	0.00	1,527,325.00
	Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):	69,820.00	69,820.00	3,547.69	3,570.57	

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For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 05 - MOTEL TAX FUND					
Department: 55 - 55					
Category: 75 - OTHER TAXES					
05-55-7635 MOTEL OCCUPANCY TAX	70,000.00	70,000.00	2,183.77	8,241.54	61,758.46
Category: 75 - OTHER TAXES Total:	70,000.00	70,000.00	2,183.77	8,241.54	61,758.46
Category: 96 - INTEREST EARNED					
05-55-9601 INTEREST EARNED	1,200.00	1,200.00	22.51	47.75	1,152.25
Category: 96 - INTEREST EARNED Total:	1,200.00	1,200.00	22.51	47.75	1,152.25
Department: 55 - 55 Total:	71,200.00	71,200.00	2,206.28	8,289.29	62,910.71

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 56 - MOTEL TAX					
Category: 50 - SERVICES					
05-56-5043 GENERAL ADVERTISING	7,000.00	7,000.00	0.00	0.00	7,000.00
05-56-5044 ADVERTISING	34,900.00	34,900.00	0.00	950.00	33,950.00
Category: 50 - SERVICES Total:	41,900.00	41,900.00	0.00	950.00	40,950.00
Category: 97 - INTERFUND ACTIVITY					
05-56-9751 TRANSFER TO GENERAL FUND	19,000.00	19,000.00	0.00	0.00	19,000.00
Category: 97 - INTERFUND ACTIVITY Total:	19,000.00	19,000.00	0.00	0.00	19,000.00
Department: 56 - MOTEL TAX Total:	60,900.00	60,900.00	0.00	950.00	59,950.00
Fund: 05 - MOTEL TAX FUND Surplus (Deficit):	10,300.00	10,300.00	2,206.28	7,339.29	

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For Fiscal: 2020-2021 Period Ending: 11/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - CAPITAL IMPROVEMENTS FUND					
Department: 90 - 90					
Category: 96 - INTEREST EARNED					
10-90-9601 INTEREST EARNED	20,000.00	20,000.00	709.77	1,504.75	18,495.25
Category: 96 - INTEREST EARNED Total:	20,000.00	20,000.00	709.77	1,504.75	18,495.25
Category: 97 - INTERFUND ACTIVITY					
10-90-9751 TRFR F/GENERAL FUND	1,080,000.00	1,080,000.00	0.00	0.00	1,080,000.00
Category: 97 - INTERFUND ACTIVITY Total:	1,080,000.00	1,080,000.00	0.00	0.00	1,080,000.00
Department: 90 - 90 Total:	1,100,000.00	1,100,000.00	709.77	1,504.75	1,098,495.25

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 91 - 91						
Category: 70 - CAPITAL IMPROVEMENTS						
10-91-7014	FY 17 -HOME ELEV GRANT ADM SER	0.00	0.00	60,360.00	166,203.65	-166,203.65
10-91-7016	ELEVATIONS FY 20 GRANT	600,000.00	600,000.00	0.00	0.00	600,000.00
10-91-7037	FIRE STATION GENERATOR	26,250.00	26,250.00	0.00	0.00	26,250.00
10-91-7038	POLICE GENERATOR	17,000.00	17,000.00	4,084.79	4,084.79	12,915.21
10-91-7054	POOL HOUSE ROOF REPAIR	8,750.00	8,750.00	0.00	0.00	8,750.00
10-91-7066	PLAYGROUND STRUCT/CLARK HENRY	75,000.00	75,000.00	0.00	0.00	75,000.00
10-91-7086	POOL DECKING REFURBISH/TEXTURE	125,000.00	125,000.00	0.00	0.00	125,000.00
10-91-7095	FIRE STATION REMODEL	23,000.00	23,000.00	0.00	0.00	23,000.00
10-91-7103	NEW CITY HALL - CONSTRUCTION	8,000,000.00	8,000,000.00	0.00	0.00	8,000,000.00
10-91-7105	PARK IMPROVEMENTS	50,000.00	50,000.00	0.00	0.00	50,000.00
10-91-7107	PARK MASTER PLAN	0.00	0.00	0.00	3,300.00	-3,300.00
10-91-7130	FACILITIES IMPROVEMENT	50,000.00	50,000.00	0.00	0.00	50,000.00
10-91-7134	STREET PANELS REPLACEMENT (2)	105,000.00	105,000.00	0.00	7,582.00	97,418.00
10-91-7136	GATEWAY ENTRANCE	0.00	0.00	10,912.52	18,378.75	-18,378.75
Category: 70 - CAPITAL IMPROVEMENTS Total:		9,080,000.00	9,080,000.00	75,357.31	199,549.19	8,880,450.81
Department: 91 - 91 Total:		9,080,000.00	9,080,000.00	75,357.31	199,549.19	8,880,450.81
Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):		-7,980,000.00	-7,980,000.00	-74,647.54	-198,044.44	
Total Surplus (Deficit):		-7,013,387.55	-7,408,653.77	-55,099.50	-409,745.26	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

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Group Summary

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 01 - GENERAL FUND					
Department: 10 - 10					
72 - PROPERTY TAXES	6,564,473.76	6,564,473.76	20,599.72	21,936.49	6,542,537.27
75 - OTHER TAXES	6,325,000.00	6,325,000.00	593,893.25	1,114,195.00	5,210,805.00
80 - FINES WARRANTS & BONDS	1,018,000.00	1,018,000.00	54,108.22	107,988.54	910,011.46
85 - FEE & CHARGES FOR SERVICE	365,750.00	365,750.00	14,201.95	36,854.62	328,895.38
90 - LICENSES & PERMITS	149,700.00	149,700.00	8,801.66	15,497.61	134,202.39
96 - INTEREST EARNED	100,000.00	100,000.00	1,084.18	2,405.13	97,594.87
97 - INTERFUND ACTIVITY	2,492,060.70	2,492,060.70	0.00	0.00	2,492,060.70
98 - MISCELLANEOUS REVENUE	331,100.00	331,100.00	14,086.60	15,341.82	315,758.18
99 - OTHER AGENCY REVENUES	90,000.00	90,000.00	0.00	23,201.74	66,798.26
Department: 10 - 10 Total:	17,436,084.46	17,436,084.46	706,775.58	1,337,420.95	16,098,663.51

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 11 - ADMINISTRATIVE SERVICE					
30 - SALARIES, WAGES, & BENEFITS	585,903.31	585,903.31	40,136.34	84,649.43	501,253.88
35 - SUPPLIES	14,350.00	14,350.00	135.16	211.84	14,138.16
45 - MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00
50 - SERVICES	75,251.00	75,251.00	848.55	2,557.06	72,693.94
54 - SUNDRY	16,000.00	16,000.00	0.00	0.00	16,000.00
60 - OTHER SERVICES	300.00	300.00	0.00	0.00	300.00
97 - INTERFUND ACTIVITY	4,500.00	4,500.00	0.00	0.00	4,500.00
Department: 11 - ADMINISTRATIVE SERVICE Total:	698,304.31	698,304.31	41,120.05	87,418.33	610,885.98

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 12 - LEGAL/OTHER SERVICES					
30 - SALARIES, WAGES, & BENEFITS	250.00	250.00	0.00	205.16	44.84
50 - SERVICES	2,172,000.00	2,172,000.00	0.00	0.00	2,172,000.00
55 - PROFESSIONAL SERVICES	135,000.00	135,000.00	7,049.02	7,646.04	127,353.96
60 - OTHER SERVICES	114,990.00	114,990.00	0.00	120,180.13	-5,190.13
97 - INTERFUND ACTIVITY	1,426,266.14	1,426,266.14	0.00	0.00	1,426,266.14
Department: 12 - LEGAL/OTHER SERVICES Total:	3,848,506.14	3,848,506.14	7,049.02	128,031.33	3,720,474.81

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 13 - INFO TECHNOLOGY					
30 - SALARIES, WAGES, & BENEFITS	339,478.67	339,478.67	24,414.67	46,479.46	292,999.21
35 - SUPPLIES	3,050.00	3,050.00	0.00	122.24	2,927.76
45 - MAINTENANCE	219,278.00	219,278.00	1,106.80	13,963.41	205,314.59
50 - SERVICES	37,070.00	37,070.00	651.02	2,603.00	34,467.00
55 - PROFESSIONAL SERVICES	45,000.00	45,000.00	0.00	1,647.00	43,353.00
65 - CAPITAL OUTLAY	59,000.00	59,000.00	0.00	0.00	59,000.00
97 - INTERFUND ACTIVITY	48,775.00	48,775.00	0.00	0.00	48,775.00
Department: 13 - INFO TECHNOLOGY Total:	751,651.67	751,651.67	26,172.49	64,815.11	686,836.56

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 14 - PURCHASING					
35 - SUPPLIES	20,000.00	20,000.00	516.65	1,425.02	18,574.98
50 - SERVICES	3,000.00	3,000.00	0.00	0.00	3,000.00
Department: 14 - PURCHASING Total:	23,000.00	23,000.00	516.65	1,425.02	21,574.98

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 15 - ACCOUNTING SERVICES					
30 - SALARIES, WAGES, & BENEFITS	336,042.91	336,042.91	25,641.20	43,683.93	292,358.98
35 - SUPPLIES	950.00	950.00	0.00	425.41	524.59
45 - MAINTENANCE	150.00	150.00	0.00	0.00	150.00
50 - SERVICES	7,100.00	7,100.00	246.78	347.77	6,752.23
54 - SUNDRY	550.00	550.00	0.00	0.00	550.00
55 - PROFESSIONAL SERVICES	27,000.00	27,000.00	116.61	2,520.63	24,479.37
97 - INTERFUND ACTIVITY	1,575.00	1,575.00	0.00	0.00	1,575.00
Department: 15 - ACCOUNTING SERVICES Total:	373,367.91	373,367.91	26,004.59	46,977.74	326,390.17

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Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 16 - CUSTOMER SERVICE					
30 - SALARIES, WAGES, & BENEFITS	63,809.62	63,809.62	4,812.84	9,221.34	54,588.28
35 - SUPPLIES	500.00	500.00	0.00	0.00	500.00
45 - MAINTENANCE	400.00	400.00	0.00	0.00	400.00
50 - SERVICES	3,000.00	3,000.00	69.54	139.08	2,860.92
55 - PROFESSIONAL SERVICES	68,000.00	68,000.00	164.82	331.01	67,668.99
97 - INTERFUND ACTIVITY	375.00	375.00	0.00	0.00	375.00
Department: 16 - CUSTOMER SERVICE Total:	136,084.62	136,084.62	5,047.20	9,691.43	126,393.19

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Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 19 - MUNICIPAL COURT					
30 - SALARIES, WAGES, & BENEFITS	319,274.97	319,274.97	16,535.19	31,604.54	287,670.43
35 - SUPPLIES	2,300.00	2,300.00	0.00	154.41	2,145.59
45 - MAINTENANCE	500.00	500.00	0.00	0.00	500.00
50 - SERVICES	7,800.00	7,800.00	69.54	139.08	7,660.92
54 - SUNDRY	800.00	800.00	0.00	0.00	800.00
55 - PROFESSIONAL SERVICES	93,450.00	93,450.00	4,225.00	5,341.50	88,108.50
Department: 19 - MUNICIPAL COURT Total:	424,124.97	424,124.97	20,829.73	37,239.53	386,885.44

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 21 - POLICE					
30 - SALARIES, WAGES, & BENEFITS	3,296,625.09	3,296,625.09	226,935.11	456,680.53	2,839,944.56
35 - SUPPLIES	127,524.00	127,524.00	4,322.22	8,594.06	118,929.94
45 - MAINTENANCE	25,497.00	25,497.00	191.25	1,399.10	24,097.90
50 - SERVICES	41,249.90	41,249.90	3,463.47	6,603.89	34,646.01
54 - SUNDRY	3,000.00	3,000.00	14.26	85.34	2,914.66
55 - PROFESSIONAL SERVICES	1,800.00	1,800.00	0.00	1,522.00	278.00
60 - OTHER SERVICES	21,740.00	21,740.00	0.00	16,890.30	4,849.70
65 - CAPITAL OUTLAY	13,000.00	13,000.00	0.00	0.00	13,000.00
97 - INTERFUND ACTIVITY	16,025.00	16,025.00	0.00	0.00	16,025.00
Department: 21 - POLICE Total:	3,546,460.99	3,546,460.99	234,926.31	491,775.22	3,054,685.77

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 23 - COMMUNICATIONS					
30 - SALARIES, WAGES, & BENEFITS	724,485.99	724,485.99	52,214.35	99,634.05	624,851.94
35 - SUPPLIES	13,365.00	13,365.00	174.71	1,106.44	12,258.56
45 - MAINTENANCE	22,050.00	22,050.00	701.97	1,019.83	21,030.17
50 - SERVICES	12,300.00	12,300.00	726.35	2,812.86	9,487.14
60 - OTHER SERVICES	600.00	600.00	0.00	0.00	600.00
97 - INTERFUND ACTIVITY	54,825.00	54,825.00	0.00	0.00	54,825.00
Department: 23 - COMMUNICATIONS Total:	827,625.99	827,625.99	53,817.38	104,573.18	723,052.81

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 25 - FIRE DEPARTMENT					
30 - SALARIES, WAGES, & BENEFITS	1,171,993.75	1,567,259.97	90,062.10	183,128.60	1,384,131.37
35 - SUPPLIES	163,348.00	163,348.00	11,451.89	23,085.05	140,262.95
45 - MAINTENANCE	41,949.00	41,949.00	138.79	8,833.51	33,115.49
50 - SERVICES	44,865.00	44,865.00	1,154.60	4,686.39	40,178.61
54 - SUNDRY	1,299.00	1,299.00	0.00	0.00	1,299.00
55 - PROFESSIONAL SERVICES	54,600.00	54,600.00	1,583.73	8,389.63	46,210.37
97 - INTERFUND ACTIVITY	524,529.00	524,529.00	0.00	0.00	524,529.00
Department: 25 - FIRE DEPARTMENT Total:	2,002,583.75	2,397,849.97	104,391.11	228,123.18	2,169,726.79

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 30 - PUBLIC WORKS					
30 - SALARIES, WAGES, & BENEFITS	226,446.80	226,446.80	16,696.78	33,648.30	192,798.50
35 - SUPPLIES	4,700.00	4,700.00	239.14	1,153.36	3,546.64
45 - MAINTENANCE	100.00	100.00	0.00	0.00	100.00
50 - SERVICES	4,650.00	4,650.00	69.54	583.48	4,066.52
55 - PROFESSIONAL SERVICES	20,000.00	20,000.00	2,130.00	3,330.00	16,670.00
97 - INTERFUND ACTIVITY	41,125.00	41,125.00	0.00	0.00	41,125.00
Department: 30 - PUBLIC WORKS Total:	297,021.80	297,021.80	19,135.46	38,715.14	258,306.66

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 31 - COMMUNITY DEVELOPMENT					
30 - SALARIES, WAGES, & BENEFITS	370,463.16	370,463.16	26,123.16	50,009.06	320,454.10
35 - SUPPLIES	8,400.00	8,400.00	203.75	845.64	7,554.36
50 - SERVICES	13,600.00	13,600.00	274.64	344.18	13,255.82
55 - PROFESSIONAL SERVICES	50,000.00	50,000.00	2,949.00	2,949.00	47,051.00
65 - CAPITAL OUTLAY	600.00	600.00	0.00	376.29	223.71
97 - INTERFUND ACTIVITY	60,830.00	60,830.00	0.00	0.00	60,830.00
Department: 31 - COMMUNITY DEVELOPMENT Total:	503,893.16	503,893.16	29,550.55	54,524.17	449,368.99

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 32 - STREETS					
30 - SALARIES, WAGES, & BENEFITS	283,800.01	283,800.01	13,165.10	38,080.80	245,719.21
35 - SUPPLIES	94,600.00	94,600.00	6,010.41	7,139.72	87,460.28
40 - MAINTENANCE--BLDGS, STRUC	60,000.00	60,000.00	132.23	132.23	59,867.77
45 - MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00
50 - SERVICES	204,000.00	204,000.00	69.54	11,953.38	192,046.62
55 - PROFESSIONAL SERVICES	21,000.00	21,000.00	1,425.00	1,425.00	19,575.00
97 - INTERFUND ACTIVITY	114,835.00	114,835.00	0.00	0.00	114,835.00
Department: 32 - STREETS Total:	779,235.01	779,235.01	20,802.28	58,731.13	720,503.88

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 33 - BUILDING MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	111,531.24	111,531.24	6,580.12	13,490.24	98,041.00
35 - SUPPLIES	15,450.00	15,450.00	31.90	638.50	14,811.50
40 - MAINTENANCE--BLDGS, STRUC	30,500.00	30,500.00	1,554.09	2,924.63	27,575.37
45 - MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00
50 - SERVICES	104,000.00	104,000.00	0.00	5,599.23	98,400.77
55 - PROFESSIONAL SERVICES	15,000.00	15,000.00	0.00	0.00	15,000.00
65 - CAPITAL OUTLAY	65,500.00	65,500.00	1,762.34	2,531.09	62,968.91
97 - INTERFUND ACTIVITY	27,320.00	27,320.00	0.00	0.00	27,320.00
Department: 33 - BUILDING MAINTENANCE Total:	370,301.24	370,301.24	9,928.45	25,183.69	345,117.55

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 35 - SOLID WASTE					
55 - PROFESSIONAL SERVICES	466,926.00	466,926.00	35,782.79	35,978.77	430,947.23
Department: 35 - SOLID WASTE Total:	466,926.00	466,926.00	35,782.79	35,978.77	430,947.23

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 36 - FLEET SERVICES					
30 - SALARIES, WAGES, & BENEFITS	186,049.67	186,049.67	14,317.27	28,337.00	157,712.67
35 - SUPPLIES	194,800.00	194,800.00	11,150.72	18,091.90	176,708.10
45 - MAINTENANCE	55,000.00	55,000.00	-17,181.27	-17,613.79	72,613.79
50 - SERVICES	10,410.00	10,410.00	41.54	1,244.36	9,165.64
54 - SUNDRY	850.00	850.00	0.00	0.00	850.00
65 - CAPITAL OUTLAY	8,500.00	8,500.00	0.00	3,370.75	5,129.25
97 - INTERFUND ACTIVITY	55,640.00	55,640.00	0.00	0.00	55,640.00
Department: 36 - FLEET SERVICES Total:	511,249.67	511,249.67	8,328.26	33,430.22	477,819.45

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 38 - RECREATION					
30 - SALARIES, WAGES, & BENEFITS	156,468.99	156,468.99	7,317.46	15,388.36	141,080.63
35 - SUPPLIES	7,550.00	7,550.00	0.00	318.17	7,231.83
45 - MAINTENANCE	500.00	500.00	0.00	0.00	500.00
50 - SERVICES	35,400.08	35,400.08	300.00	2,675.87	32,724.21
55 - PROFESSIONAL SERVICES	1,500.00	1,500.00	0.00	400.00	1,100.00
Department: 38 - RECREATION Total:	201,419.07	201,419.07	7,617.46	18,782.40	182,636.67

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 39 - PARKS					
30 - SALARIES, WAGES, & BENEFITS	622,085.71	622,085.71	41,232.14	88,746.62	533,339.09
35 - SUPPLIES	48,000.00	48,000.00	634.00	5,004.79	42,995.21
40 - MAINTENANCE--BLDGS, STRUC	22,000.00	22,000.00	0.00	699.50	21,300.50
45 - MAINTENANCE	3,500.00	3,500.00	0.00	0.00	3,500.00
50 - SERVICES	6,800.00	6,800.00	95.59	165.13	6,634.87
55 - PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00
65 - CAPITAL OUTLAY	40,000.00	40,000.00	0.00	0.00	40,000.00
97 - INTERFUND ACTIVITY	43,450.00	43,450.00	0.00	0.00	43,450.00
Department: 39 - PARKS Total:	787,835.71	787,835.71	41,961.73	94,616.04	693,219.67
Fund: 01 - GENERAL FUND Surplus (Deficit):	886,492.45	491,226.23	13,794.07	-222,610.68	713,836.91
Fund: 03 - DEBT SERVICE FUND					
Department: 50 - 50					
72 - PROPERTY TAXES	1,498,727.00	1,498,727.00	3,527.25	3,527.25	1,495,199.75
96 - INTEREST EARNED	10,000.00	10,000.00	20.44	43.32	9,956.68
97 - INTERFUND ACTIVITY	88,418.00	88,418.00	0.00	0.00	88,418.00
Department: 50 - 50 Total:	1,597,145.00	1,597,145.00	3,547.69	3,570.57	1,593,574.43

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 51 - DEBT SERVICE					
61 - DEBT SERVICE	1,527,325.00	1,527,325.00	0.00	0.00	1,527,325.00
Department: 51 - DEBT SERVICE Total:	1,527,325.00	1,527,325.00	0.00	0.00	1,527,325.00
Fund: 03 - DEBT SERVICE FUND Surplus (Deficit):	69,820.00	69,820.00	3,547.69	3,570.57	66,249.43
Fund: 05 - MOTEL TAX FUND					
Department: 55 - 55					
75 - OTHER TAXES	70,000.00	70,000.00	2,183.77	8,241.54	61,758.46
96 - INTEREST EARNED	1,200.00	1,200.00	22.51	47.75	1,152.25
Department: 55 - 55 Total:	71,200.00	71,200.00	2,206.28	8,289.29	62,910.71

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 56 - MOTEL TAX					
50 - SERVICES	41,900.00	41,900.00	0.00	950.00	40,950.00
97 - INTERFUND ACTIVITY	19,000.00	19,000.00	0.00	0.00	19,000.00
Department: 56 - MOTEL TAX Total:	60,900.00	60,900.00	0.00	950.00	59,950.00
Fund: 05 - MOTEL TAX FUND Surplus (Deficit):	10,300.00	10,300.00	2,206.28	7,339.29	2,960.71
Fund: 10 - CAPITAL IMPROVEMENTS FUND					
Department: 90 - 90					
96 - INTEREST EARNED	20,000.00	20,000.00	709.77	1,504.75	18,495.25
97 - INTERFUND ACTIVITY	1,080,000.00	1,080,000.00	0.00	0.00	1,080,000.00
Department: 90 - 90 Total:	1,100,000.00	1,100,000.00	709.77	1,504.75	1,098,495.25

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Income Statement

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 91 - 91					
70 - CAPITAL IMPROVEMENTS	9,080,000.00	9,080,000.00	75,357.31	199,549.19	8,880,450.81
Department: 91 - 91 Total:	9,080,000.00	9,080,000.00	75,357.31	199,549.19	8,880,450.81
Fund: 10 - CAPITAL IMPROVEMENTS FUND Surplus (Deficit):	-7,980,000.00	-7,980,000.00	-74,647.54	-198,044.44	-7,781,955.56
Total Surplus (Deficit):	-7,013,387.55	-7,408,653.77	-55,099.50	-409,745.26	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
01 - GENERAL FUND	886,492.45	491,226.23	13,794.07	-222,610.68	713,836.91
03 - DEBT SERVICE FUND	69,820.00	69,820.00	3,547.69	3,570.57	66,249.43
05 - MOTEL TAX FUND	10,300.00	10,300.00	2,206.28	7,339.29	2,960.71
10 - CAPITAL IMPROVEMENTS ...	-7,980,000.00	-7,980,000.00	-74,647.54	-198,044.44	-7,781,955.56
Total Surplus (Deficit):	-7,013,387.55	-7,408,653.77	-55,099.50	-409,745.26	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

CITY OF JERSEY VILLAGE

PROPERTY TAX COLLECTIONS REPORT

OCTOBER 2020

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 SUMMARY OF PAYMENTS AND REVERSALS
 FROM: 10/01/2020 THRU 10/31/2020
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2018 TOTAL		364.38	0.00	120.21	86.45	0.00	571.04
	2019 TOTAL		9,175.27	0.00	299.68	318.94	0.00	9,793.89
	TOTAL PAYMENTS		9,539.65	0.00	419.89	405.39	0.00	10,364.93
	2018 TOTAL		396.23-	0.00	0.00	0.00	0.00	396.23-
	2019 TOTAL		2,142.72-	0.00	0.00	0.00	0.00	2,142.72-
	TOTAL REVERSALS		2,538.95-	0.00	0.00	0.00	0.00	2,538.95-
	TOTAL FOR UNIT		7,000.70	0.00	419.89	405.39	0.00	7,825.98

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 REVERSALS DETAIL SCHEDULE
 FROM: 10/01/2020 THRU 10/31/2020
 JURISDICTION: 70 City of Jersey Village

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 RF201009	107-440-000-0006	201812	396.23-	0.00	0.00	0.00 23	396.23	0.00 RF
2018 RF201009	107-440-000-0006	201812	0.00	0.00	0.00	0.00 23	396.23-	396.23-RF
2018 TOTAL			396.23-	0.00	0.00	0.00	0.00	396.23-
2019 RF201012	107-440-000-0006	201912	0.00	0.00	0.00	0.00 12	1,747.59-	1,747.59-RF
2019 RF201012	107-440-000-0006	201912	1,747.59-	0.00	0.00	0.00 12	1,747.59	0.00 RF
2019 RF201012	118-085-071-0031	201912	395.13-	0.00	0.00	0.00 12	395.13	0.00 RF
2019 RF201012	118-085-071-0031	201912	0.00	0.00	0.00	0.00 12	395.13-	395.13-RF
2019 TOTAL			2,142.72-	0.00	0.00	0.00	0.00	2,142.72-
YEAR 2018								
	REFUNDS		396.23-	0.00	0.00	0.00	0.00	396.23-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		396.23-	0.00	0.00	0.00	0.00	396.23-
YEAR 2019								
	REFUNDS		2,142.72-	0.00	0.00	0.00	0.00	2,142.72-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		2,142.72-	0.00	0.00	0.00	0.00	2,142.72-
ALL YEARS								
	REFUNDS		2,538.95-	0.00	0.00	0.00	0.00	2,538.95-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		2,538.95-	0.00	0.00	0.00	0.00	2,538.95-

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 10/01/2020 TO 10/31/2020

INCLUDES AG ROLLBACK

JURISDICTION: 0070 City of Jersey Village

YEAR	TAX RATE	TAX LEVY	PAID ACCTS
2020	00.723466	7,358,972.22	205

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	7,358,972.22	.00	0.00	0.00	0.00	7,358,972.22		0.00
2019	143,287.21	2,139.00-	17,377.74-	7,032.55	31,992.49	93,916.98	25.41	0.00
2018	30,954.15	396.23-	767.48-	31.85-	2,085.72	28,100.95	6.91	0.00
2017	19,893.01	.00	0.00	0.00	1,745.58	18,147.43	8.77	0.00
2016	12,432.27	.00	0.00	0.00	380.22	12,052.05	3.06	0.00
2015	10,199.59	.00	0.00	0.00	0.00	10,199.59		0.00
2014	8,876.29	.00	0.00	0.00	0.00	8,876.29		0.00
2013	7,716.34	.00	0.00	0.00	0.00	7,716.34		0.00
2012	8,064.75	.00	0.00	0.00	0.00	8,064.75		0.00
2011	9,824.85	.00	0.00	0.00	0.00	9,824.85		0.00
2010	12,507.17	.00	0.00	0.00	0.00	12,507.17		0.00
2009	15,491.16	.00	0.00	0.00	0.00	15,491.16		0.00
2008	2,474.69	.00	0.00	0.00	0.00	2,474.69		0.00
2007	2,898.49	.00	0.00	0.00	0.00	2,898.49		0.00
2006	2,086.72	.00	0.00	0.00	0.00	2,086.72		0.00
2005	1,705.11	.00	0.00	0.00	0.00	1,705.11		0.00
2004	1,110.04	.00	0.00	0.00	0.00	1,110.04		0.00
2003	378.07	.00	0.00	0.00	0.00	378.07		0.00
2002	463.05	.00	0.00	0.00	0.00	463.05		0.00
2001	382.66	.00	0.00	0.00	0.00	382.66		0.00
2000	712.80	.00	0.00	0.00	0.00	712.80		0.00
1999	13.68	.00	0.00	0.00	0.00	13.68		0.00
****	7,650,444.32	2,535.23-	18,145.22-	7,000.70	36,204.01	7,596,095.09		0.00
CURR	7,358,972.22	.00	0.00	0.00	0.00	7,358,972.22		0.00
DELO	291,472.10	2,535.23-	18,145.22-	7,000.70	36,204.01	237,122.87		0.00

General Fund
For the period ended November 30, 2020

Revenue	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Property Taxes	6,564,473.76	6,564,473.76	21,936.49	0.33%	6,564,474.76
Electric Franchise Taxes	360,000.00	360,000.00	89,024.14	24.73%	360,000.00
Telephone Franchise	90,000.00	90,000.00	5,953.08	6.61%	90,000.00
Gas Franchise	40,000.00	40,000.00	5,965.90	14.91%	40,000.00
Cable TV Franchise	75,000.00	75,000.00	19,189.48	25.59%	75,000.00
Telecommunication	15,000.00	15,000.00	3,110.34	20.74%	15,000.00
City Sales Tax	3,810,000.00	3,810,000.00	657,883.88	17.27%	3,810,000.00
Sales TX-Reduce Property Taxes	1,905,000.00	1,905,000.00	328,941.96	17.27%	1,905,000.00
Mixed Drink Tax	30,000.00	30,000.00	4,126.22	13.75%	30,000.00
Fines Warrants & Bonds *	1,018,000.00	1,018,000.00	107,988.54	10.61%	1,018,000.00
Fees & Charge for Services	365,750.00	365,750.00	36,854.62	10.08%	365,750.00
Licenses & Permits	149,700.00	149,700.00	15,497.61	10.35%	149,700.00
Interest Earned	100,000.00	100,000.00	2,405.13	2.41%	100,000.00
Interfund Activity	2,492,060.70	2,492,060.70	0.00	0.00%	2,492,060.70
Misc Revenue	331,100.00	331,100.00	15,341.82	4.63%	331,100.00
Other Agency Revenue	90,000.00	90,000.00	23,201.74	25.78%	90,000.00
Total Revenue	<u>17,436,084.46</u>	<u>17,436,084.46</u>	<u>1,337,420.95</u>	<u>7.67%</u>	<u>17,436,085.46</u>
Expenditures					
Administrative Service	698,304.31	698,304.31	87,418.33	12.52%	698,304.31
Legal/Other Services	3,848,506.14	3,848,506.14	128,031.33	3.33%	3,848,506.14
Info Technology	751,651.67	751,651.67	64,815.11	8.62%	751,651.67
Purchasing	23,000.00	23,000.00	1,425.02	6.20%	23,000.00
Accounting Services	373,367.91	373,367.91	46,977.74	12.58%	373,367.91
Customer Services	136,084.62	136,084.62	9,691.43	7.12%	136,084.62
Municipal Court	424,124.97	424,124.97	37,239.53	8.78%	424,124.97
Police Department	3,546,460.99	3,546,460.99	491,775.22	13.87%	3,546,460.99
Communications	827,625.99	827,625.99	104,573.18	12.64%	827,625.99
Fire Department	2,002,583.75	2,397,849.97	228,123.18	9.51%	2,397,849.97
Public Works	297,021.80	297,021.80	38,715.14	13.03%	297,021.80
Community Development	503,893.16	503,893.16	54,524.17	10.82%	503,893.16
Streets	779,235.01	779,235.01	58,731.13	7.54%	779,235.01
Building Maintenance	370,301.24	370,301.24	25,183.69	6.80%	370,301.24
Solid Waste	466,926.00	466,926.00	35,978.77	7.71%	466,926.00
Fleet Services	511,249.67	511,249.67	33,430.22	6.54%	511,249.67
Recreation	201,419.07	201,419.07	18,782.40	9.33%	204,419.07
Parks	787,835.71	787,835.71	94,616.04	12.01%	787,835.71
Total Expenditures	<u>16,549,592.01</u>	<u>16,944,858.23</u>	<u>1,560,031.63</u>	<u>9.21%</u>	<u>16,947,858.23</u>

* Part of the fines revenue collections is transfer to Court Security and Technology Fund

Utility Fund
For the period ended November 30, 2020

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Fees & Charge for Services	4,635,000.00	4,635,000.00	832,342.09	17.96%	4,635,000.00
Interest Earned	10,000.00	10,000.00	764.53	7.65%	10,000.00
Interfund Activity	-	-	-		-
Miscellaneous Revenue	127,500.00	127,500.00	24,916.23	19.54%	127,500.00
Other Agency Revenue	-	-	-		-
Total Revenue	4,772,500.00	4,772,500.00	858,022.85	17.98%	4,772,500.00
Expenditures					
Water & Sewer	3,945,531.92	3,945,531.92	299,976.33	7.60%	3,945,531.92
Utility Capital Projects	1,450,000.00	1,450,000.00	-	0.00%	1,450,000.00
	-	-	-		-
Total Expenditures	5,395,531.92	5,395,531.92	299,976.33	5.56%	5,395,531.92

MONTHLY REPORT – November 2020

Jersey Village Fire Department

EMERGENCY RESPONSES

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Fire/County	8	7	4	2	8	3	9	3	2	4	2		52
Fire/ETJ	2	1	2	1	2	2	2	4	5	6	4		31
Fire/JV	44	37	49	39	28	38	52	33	28	31	42		421
EMS/County	1	0	0	0	2	0	0	3	4	1	0		11
EMS/ETJ	3	0	0	3	4	2	2	1	1	3	0		19
EMS/JV	71	64	62	31	43	71	58	50	51	62	59		622
TOTAL	129	109	117	76	87	116	123	94	91	107	107		1156
Transports	45	42	36	20	29	43	36	25	35	42	42		395
Aid received	5	0	2	0	0	1	2	2	2	8	2		24
Aid given	5	2	1	0	3	1	3	2	2	0	1		20

FIRE INSPECTIONS CONDUCTED

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Inspections	66	86	10	3	8	7	4	17	29	14	15		244

PUBLIC EDUCATION PROGRAMS CONDUCTED

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Programs	9	6	0	0	0	0	0	0	0	0	0		15
Audience	126	152	0	0	0	0	0	0	0	0	0		278

FIRE INVESTIGATIONS CONDUCTED

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	TOTAL
	0	0	0	0	0	1	1	0	1	3	0		6

Jersey Village Fire Department continues to maintain safety through the COVID19 Pandemic. We are secure in supplies for at least 3 years of calls.

Fulltime Firefighters have been offered positions and all have accepted. Two started in November. The remaining firefighters start in December and one in January.

Respectfully submitted,
Fire Chief Mark Bitz

NOVEMBER 2020

Communication Division Monthly Report

Date	CFS - PD	CFS - FD	911 Phone	10 Digit	License Plate	Driver's License	Criminal History	TCIC Messages	Day Total
1-Nov	49	3	21	103	43	37	2	8	266
2-Nov	68	4	19	173	47	37	0	0	348
3-Nov	48	5	16	237	36	30	2	10	384
4-Nov	53	2	11	156	43	34	2	9	310
5-Nov	43	5	21	179	38	34	2	2	324
6-Nov	58	7	24	201	47	31	6	0	374
7-Nov	86	3	15	136	66	35	1	9	351
8-Nov	40	1	18	194	33	29	8	0	323
9-Nov	47	4	18	170	37	29	3	22	330
10-Nov	59	6	17	165	60	36	3	4	350
11-Nov	51	3	22	164	40	35	5	14	334
12-Nov	75	2	17	175	64	35	4	13	385
13-Nov	45	4	20	204	49	37	5	31	395
14-Nov	69	5	16	148	63	32	7	8	348
15-Nov	67	3	15	121	62	43	0	4	315
16-Nov	62	4	16	191	49	36	1	14	373
17-Nov	60	6	13	156	54	47	1	0	337
18-Nov	62	1	15	161	49	40	5	5	338
19-Nov	57	3	15	170	50	29	0	20	344
20-Nov	51	5	12	129	53	33	1	0	284
21-Nov	48	3	18	87	38	24	2	0	220
22-Nov	43	2	12	90	43	41	2	5	238
23-Nov	51	6	16	148	50	27	5	0	303
24-Nov	64	3	16	164	54	39	3	2	345
25-Nov	50	7	20	154	36	27	1	3	298
26-Nov	57	1	5	120	31	23	2	1	240
27-Nov	68	2	9	110	57	26	0	19	291
28-Nov	30	3	31	99	32	23	0	4	222
29-Nov	65	4	28	125	56	52	1	3	334
30-Nov	39	4	23	223	37	26	4	9	365
									0
Totals	1665	111	519	4653	1417	1007	78	219	9669

This month TCO's Meagan Prather, Brittney Hales and Nancy Hubertus were signed up for the online 911 Spanish for Telecommunicators class. Due to COVID, in person classes are not being held so this was done to help them work towards their Intermediate Licenses and their TCOLE requirements.

Police Department
Monthly Activity Report

ACTIVITY	CURRENT MONTH NOVEMBER	PREVIOUS MONTH OCTOBER	YTD 2020	YTD 2019
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PART 1 OFFENSES

Homicide / Manslaughter	0	0	0	0
Sexual Assault	0	0	3	3
Robbery	0	0	1	9
Aggravated Assault	0	0	5	4
Burglary	3	5	21	36
Larceny	7	7	104	80
Motor Vehicle Theft	2	8	40	26
TOTAL PART I	12	20	174	158
TOTAL PART II	28	32	374	615
TOTAL OFFENSES	40	52	548	773

ADDITIONAL STATISTICS

FAMILY VIOLENCE	5	2	23	35
D.W.I.	12	15	99	126

FELONY	15	11	126	166
MISDEMEANOR	8	11	196	419
WARRANT ARREST	11	17	92	291
JUVENILE	0	0	4	2
TOTAL ARRESTS	34	39	418	878

DISPATCH

CALLS FOR SERVICE	701	820	8384	12910
TRAFFIC STOPS	964	1015	8091	10363

ACCIDENTS

INJURY	12	10	109	113
NON-INJURY	52	48	389	460
FATALITY	0	0	0	0
TOTAL	64	58	498	573

Part II Crimes: are "less serious" offenses and include: Simple Assaults, Forgery/Counterfeiting, Embezzlement/Fraud, Receiving Stolen Property, Weapon Violations, Prostitution, Sex Crimes (except rape), Crimes Against Family/Child, Narcotic Drug Laws, Liquor Laws, Drunkenness, Disturbing the Peace, Disorderly Conduct, Gambling, and BMV.



Warrant Payment Report

CITY OF JERSEY VILLAGE

12/2/2020 12:19:14 PM

Warrant Payment Totals For 11/01/2020 - 11/30/2020

Payment Activity Totals:			
Payments	37496.05	Transaction Total	1405
Bonds Applied/Forfeit	0		
Bonds Posted	0		
Total Collected	37496.05		
Pending Bond	0		
Pending Payments	0		
Total Collected	37496.05		
Non-Cash Amt:	0		

Payment Activity Totals By Fees:			
AF2-ADMINISTRATIVE FEE (2)	60	01-10-8001	3
AR-ARREST FEE	151.36	01-10-8001	32
CCC04-CONSOLIDATED COURT FEES	3437.31	01-0-1213	89
CJFC-Civil Justice Fee Court	0.04	01-10-8001	4
CJFS-Civil Justice Fee State	0.36	01-0-1213	4
COLAGY-COLLECTION AGENCY FEE	7629.55	01-0-1223	90
FINE-Fine	7346.7	01-10-8001	53
IDF-Indigent Defense Fee	171.54	01-0-1213	88
JFCI-Judicial Fee City	51.16	01-10-8008	87
JFCT2-Judicial Fee State	460.47	01-0-1214	87
SE-SPECIAL EXPENSE FEE	1304.9	01-10-8001	6
SEC-MUNICIPAL COURT SECURITY	255.82	01-10-8005	87
SJRF-STATE JURY FEE	341.09	01-0-1213	87
STF-STATE TRAFFIC FEE	480	01-0-1213	16
TECH-COURT TECHNOLOGY FEE	341.09	01-10-8004	87
TFC-TFC	48	01-10-8001	16
TITLE7-TRAFFIC FINES	6779.9	01-10-8001	45
TLFTA1-OMNIBASE STATE FEE-DPS	1821.2	01-0-1226	91
TLFTA2-OMNIBASE FEE	558.36	01-0-1227	92
TLFTA3-OMNIBASE CITY	372.24	01-10-8006	92
TP-CT-JUDICIAL EFFICIENCY FEE	57.5	01-10-8003	23
TPF-TRUANCY PREVENTION FUND	154.56	01-0-1213	79
TP-L-TIME PAYMENT - LOCAL FEE	230	01-10-8002	23
TP-S-TIME PAYMENT - STATE FEES	281.7	01-0-1220	23
WRNTFE-WARRANT FEE	5161.2	01-10-8001	101
Report Total	37496.05		1405

Payment Activity Totals By Transaction Type:			
Payment	37496.05	01-0-1213	1405
Report Total	37496.05		1405

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Police Department Open Positions/Recruitment

November 2020

As of November 30, 2020, the Jersey Village Police Department has the following job openings:

- Patrol Officer (3 open positions)

The Police Department has continued recruiting efforts, and is currently interviewing qualified candidates.

<i>No</i>	<i>Last Name</i>	<i>First Name</i>	<i>Req Date</i>	<i>Description of Info Requested</i>	<i>Date Requestor Contacted</i>	<i>Amt</i>	<i>Date of Pick-up or Mailing</i>	<i>Open</i>	<i>Complete</i>	<i>AG Opinion</i>	<i>PROCESS TIME</i>
1	SULLO	SULLO	10/1/2020	LAST 2 WEEKS OF CITATIONS ISSUED			10/6/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
2	LEXUS	NEXUS	10/1/2020	LAST MONTH OF CITATION ISSUED			10/8/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 00 MIN
3	SULLO	SULLO	10/14/2020	LAST 2 WEEKS OF CITATIONS ISSUED			10/20/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HR 00 MIN
4	MORRISON	DOUGLAS	10/14/2020	COPY OF CFS OR REPORT FOR 2014 @ 11011 PLEASANT COLONY # 2421			10/22/2020 VIA EMAIL	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
5	MCGETTRICK	DANIEL	10/19/2020	COPY OF 911 TRANSCRIPT FOR ACCIDENT 20-7572 ON 6/25/2020 @ 259 AM. ALSO COPY OF BWC, OR DASH CAM VIDEO			10/21/2020 VIA EMAIL	NO	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
6	HURD	LARITA	10/21/2020	CFS FOR CASE NUMBER 20-11597			10/21/2020 VIA PU	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
7	SULLO	SULLO	10/26/2020	LAST 2 WEEKS OF CITATIONS ISSUED			11/3/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 30 MIN
8	SHEPHERD	KAMERON	10/27/2020	COPY OF ARREST REPORT 5/24/2020 ON SHEPHERD, KAMERON DOB 10/4/2000 TX ID# 44412662			11/3/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
9	HODGES	ANTHONY	10/28/2020	COPY OF CFS FOR 10/27 CASE 20-14544 BY OFFICER HALL			11/3/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
10	FOGLE	WAYNE	11/3/2020	CRIME STATS FOR 1/2 MILE RADIUS OF 18540 WBSR @ ENERGY CAPITAL FROM 11/1/2019 TO 10/31/2020			11/9/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
11	LEXUS	NEXUS	11/3/2020	LAST MONTH OF CITATION ISSUED			11/3/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 1 HRS 00 MIN
12	KESSLER	WALTER	11/3/2020	COPY OF VIDEO FROM ACCIDENT 20-14395			11/3/2020 VIA PU	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
13	VEGA	RUTH	11/3/2020	COPY OF VIDEO FROM ACCIDENT 20-14395			11/3/2020 VIA PU	NO	YES	NO	00 HRS 20 MIN ACCUM 00 HRS 20 MIN
14	SULLO	SULLO	11/4/2020	LAST 2 WEEKS OF CITATIONS ISSUED			11/9/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 00 MIN

15	OMAR	WARDA	11/4/2020	COPY OF BEARDEN POLICE VIDEO FROM 10/25/2020	11/4 ASKED FOR A WINDOW OF TIME FOR REQUEST 11/11/2020 PROCEED WITH REQUEST AS WRITTEN 11/12 SENT TO AG OFFICE						2 HRS 00 MIN ACCUM 2 HRS 00 MIN
16	KESHI	ASSOCIATES	11/5/2020	COPY OF PCS REPORT 20-14752	11/12 SENT TO AG OFFICE			YES	NO	YES	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
17	DEROUEN	BRENDA	11/10/2020	ALL POLICE RECORDS, ARREST RECORDS & COMPLAINTS FOR LARITA MAREI HURD.			11/16/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
18	SULLO	SULLO	11/11/2020	LAST 2 WEEKS OF CITATIONS ISSUED			11/18/2020 VIA PU	NO	YES	NO	00 HRS 30 MIN ACCUM 2 HRS 30 MIN
19	THOMSEN	LAURA	11/12/2020	COPY OF POLICE REPORT AND EMS REPORT FOR A ASSAULT THAT OCCURRED IN 2012	11/12 REQUEST A SMALL WINDOW TO SEARCH FOR REPORT		11/16/2020 VIA EMAIL	NO	YES	NO	2 HRS 00 MIN ACCUM 2 HRS 00 MIN
20	MATTHEWS	DONALD	11/16/2020	COPY OF CFS OR REPORT FOR 19-3656 OCCURRED 3/3/2019 @ SAMS CLUB PKLOT			11/16/2020 VIA EMAIL	NO	YES	NO	00 HRS 30 MIN ACCUM 00 HRS 30 MIN
21	BEASLEY	CURT	11/18/2020	NAME OF COMPLAINTANT ON A CITY ORDINANCE VIOLATION OCCURRED ON 11/15/2020 ON WYNDHAM CT/ VILLAGE DR.			11/18/2020 VIA PU	NO	YES	NO	00 HRS 10 MIN ACCUM 00 HRS 10 MIN

**CITY OF JERSEY VILLAGE
MUNICIPAL COURT
COLLECTIONS 2020**

	CITY PORTION			RESTRICTED FUND				STATE & OMNI & COLLECTIONS	
MONTH	CITY FINES	WARRANT COLLECTION	CITY PORTION OMNI FEES	COURT SEC. FUND	COURT TECH. FEE	JUDICIAL EFF. FEE	CHILD SAFETY	PORTION FEES	TOTAL COLLECTION
Jan	\$58,837.58	\$9,473.94	\$660.97	\$1,186.12	\$1,539.29	\$217.46	\$0.00	\$42,492.50	\$114,407.86
Feb	\$77,977.32	\$11,961.08	\$819.99	\$1,147.26	\$1,520.72	\$218.49	\$50.00	\$56,973.85	\$150,668.71
Mar	\$74,905.62	\$12,042.77	\$771.69	\$1,534.13	\$1,727.65	\$195.07	\$50.00	\$54,422.11	\$145,649.04
Apr	\$33,354.76	\$5,800.82	\$330.00	\$568.18	\$666.78	\$80.16	\$50.00	\$21,555.98	\$62,406.68
May	\$24,895.09	\$4,613.98	\$364.00	\$463.48	\$542.08	\$66.16	\$0.00	\$18,902.17	\$49,846.96
June	\$40,524.97	\$7,205.23	\$556.00	\$950.44	\$993.18	\$93.76	\$0.00	\$33,469.71	\$83,793.29
July	\$42,992.28	\$8,047.68	\$644.00	\$1,015.00	\$1,042.18	\$93.33	\$25.00	\$37,324.09	\$91,183.56
Aug	\$41,333.34	\$7,613.89	\$500.00	\$1,047.22	\$1,043.82	\$87.55	\$0.00	\$36,148.83	\$87,774.65
Sept	\$54,739.06	\$4,714.53	\$428.00	\$1,421.61	\$1,302.48	\$83.48	\$50.00	\$38,761.64	\$101,500.80
Oct	\$42,912.32	\$5,996.60	\$400.00	\$1,176.62	\$1,110.29	\$78.41	\$200.00	\$34,454.61	\$86,328.85
Nov	\$46,005.96	\$5,161.20	\$372.74	\$1,286.76	\$1,203.17	\$78.89	\$0.00	\$36,617.03	\$90,725.75
Dec									
Totals	\$538,478.30	\$82,631.72	\$5,847.39	\$11,796.82	\$12,691.64	\$1,292.76	\$425.00	\$411,122.52	\$1,064,286.15

Municipal Courts
Activity Detail
November 1, 2020 to November 30, 2020

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Jersey Village

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 11/1/2020:							
<i>Active Cases</i>	15,120	221	0	111	1,036	159	16,647
<i>Inactive Cases</i>	18,865	41	0	164	6,064	52	25,186
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	737	0	0	6	10	2	755
Cases Reactivated	118	0	0	0	50	0	168
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	15,975	221	0	117	1,096	161	17,570
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	64	2	0	0	4	0	70
Dismissed by Prosecution	329	0	0	1	25	0	355
Total Dispositions Prior to Court Appearance or Trial	393	2	0	1	29	0	425
Dispositions at Court Appearance or Trial:							
Convictions:							
<i>Guilty Plea or Nolo Contendere</i>	0	0	0	0	0	0	0
<i>By the Court</i>	0	0	0	0	0	0	0
<i>By the Jury</i>	0	0	0	0	0	0	0
Acquittals:							
<i>By the Court</i>	0	0	0	0	0	0	0
<i>By the Jury</i>	0	0	0	0	0	0	0
Dismissed by Prosecution	21	0	0	1	5	0	27
Total Dispositions at Court Appearance or Trial	21	0	0	1	5	0	27
Compliance Dismissals:							
After Driver Safety Course	50	---	---	---	---	---	50
After Deferred Disposition	24	0	0	0	0	0	24
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	26	---	---	---	---	---	26
All Other Transportation Code Dismissals	42	1	0	0	0	0	43
Total Compliance Dismissals	142	1	0	0	0	0	143
All Other Dispositions	1	0	0	0	0	0	1
Total Cases Disposed	557	3	0	2	34	0	596
Cases Placed on Inactive Status	0	0	0	0	0	0	0
Cases Pending 11/30/2020:							
<i>Active Cases</i>	15,418	218	0	115	1,062	161	16,974
<i>Inactive Cases</i>	18,747	41	0	164	6,014	52	25,018
Show Cause and Other Required Hearings Held	267	2	0	1	45	3	318
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

**Municipal Courts
Activity Detail
November 1, 2020 to November 30, 2020**

**100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1**

Court: Jersey Village

CIVIL/ADMINISTRATIVE CASES	
	Total
Cases Pending 11/1/2020:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	0
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	0
Cases Placed on Inactive Status	0
Cases Pending 11/30/2020:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Cases Appealed:	
After Trial	0
Without Trial	0
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	9
Non-Driving Alcoholic Beverage Code Cases Filed.....	0
Driving Under the Influence of Alcohol Cases Filed.....	0
Drug Paraphernalia Cases Filed.....	0
Tobacco Cases Filed.....	0
Truant Conduct Cases Filed.....	0
Education Code (Except Failure to Attend) Cases Filed.....	0
Violation of Local Daytime Curfew Ordinance Cases Filed.....	0
All Other Non-Traffic Fine-Only Cases Filed.....	0
Transfer to Juvenile Court:	
<i>Mandatory Transfer</i>	0
<i>Discretionary Transfer</i>	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
<i>Warnings Administered</i>	0
<i>Statements Certified</i>	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	0

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

**Municipal Courts
Activity Detail
November 1, 2020 to November 30, 2020**

**100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1**

Court: Jersey Village

ADDITIONAL ACTIVITY		
	Number Given	Number Requests for Counsel
Magistrate Warnings:		
<i>Class C Misdemeanors</i>	0	--
<i>Class A and B Misdemeanors</i>	0	0
<i>Felonies</i>	0	0
		Total
Arrest Warrants Issued:		
<i>Class C Misdemeanors</i>		0
<i>Class A and B Misdemeanors</i>		0
<i>Felonies</i>		0
Capiases Pro Fine Issued		0
Search Warrants Issued		0
Warrants for Fire, Health and Code Inspections Filed		0
Examining Trials Conducted		0
Emergency Mental Health Hearings Held		0
Magistrate's Orders for Emergency Protection Issued		0
Magistrate's Orders for Ignition Interlock Device Issued		0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
Driver's License Denial, Revocation or Suspension Hearings Held		0
Disposition of Stolen Property Hearings Held		0
Peace Bond Hearings Held		0
Cases in Which Fine and Court Costs Satisfied by Community Service:		
<i>Partial Satisfaction</i>		0
<i>Full Satisfaction</i>		1
Cases in Which Fine and Court Costs Satisfied by Jail Credit		0
Cases in Which Fine and Court Costs Waived for Indigency		0
Amount of Fines and Court Costs Waived for Indigency		\$ 0
Fines, Court Costs and Other Amounts Collected:		
<i>Kept by City</i>		\$ 83,377
<i>Remitted to State</i>		\$ 7,349
<i>Total</i>		\$ 90,726

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

CITY OF JERSEY VILLAGE
MUNICIPAL COURT
COURT ROOM ACTIVITIES

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

<u>DATE</u>	<u>JUDGE/ PROSECUTOR</u>	<u>TOTAL CASES</u>	<u>NO SHOWN</u>	<u>% TO TOTAL</u>	<u>SHOWED</u>	<u>% TO TOTAL</u>	<u>PAYMENT PLAN</u>	<u>% TO TOTAL</u>	<u>DOCKET CLOSED</u>	<u>% TO TOTAL</u>
<u>November 2, 2020</u>	Judge Chancia	64	55	86%	9	14%	4	44%	1	11%
<u>Zoom AM Docket</u>	N/A									
<u>November 2, 2020</u>	Judge Chancia	26	25	96%	1	4%	1	100%	0	0%
<u>Zoom PM Docket</u>	N/A									
<u>November 4, 2020</u>	Judge Kisluk	90	50	56%	40	44%	10	25%	15	38%
<u>AM Docket</u>	Marcy McCorvey									
<u>November 4, 2020</u>	Judge Kisluk	76	33	43%	43	57%	1	2%	7	16%
<u>PM Docket</u>	Marcy McCorvey									
<u>November 9, 2020</u>	Judge Chancia	60	56	93%	4	7%	0	0%	0	0%
<u>Zoom AM Docket</u>	N/A									
<u>November 9, 2020</u>	Judge Chancia	45	40	89%	5	11%	4	80%	1	20%
<u>Zoom PM Docket</u>	N/A									
<u>November 11, 2020</u>	Judge Harris	90	27	30%	63	70%	1	2%	38	60%
<u>Zoom AM Docket</u>	Lance Long									
<u>November 11, 2020</u>	Judge Harris	76	45	59%	31	41%	0	0%	19	61%
<u>Zoom PM Docket</u>	Lance Long									
<u>November 16, 2020</u>	Judge Chancia	48	31	65%	17	35%	7	41%	2	12%
<u>Zoom AM Docket</u>	N/A									
<u>TOTAL</u>		575	362	63%	213	37%	28	13%	83	39%



Location Listing

CITY OF JERSEY VILLAGE

12/3/2020 9:32

Residential Citations

Location Details For Dates From 11/01/2020 To 11/30/2020

Report Totals

Number Of Citations:

0

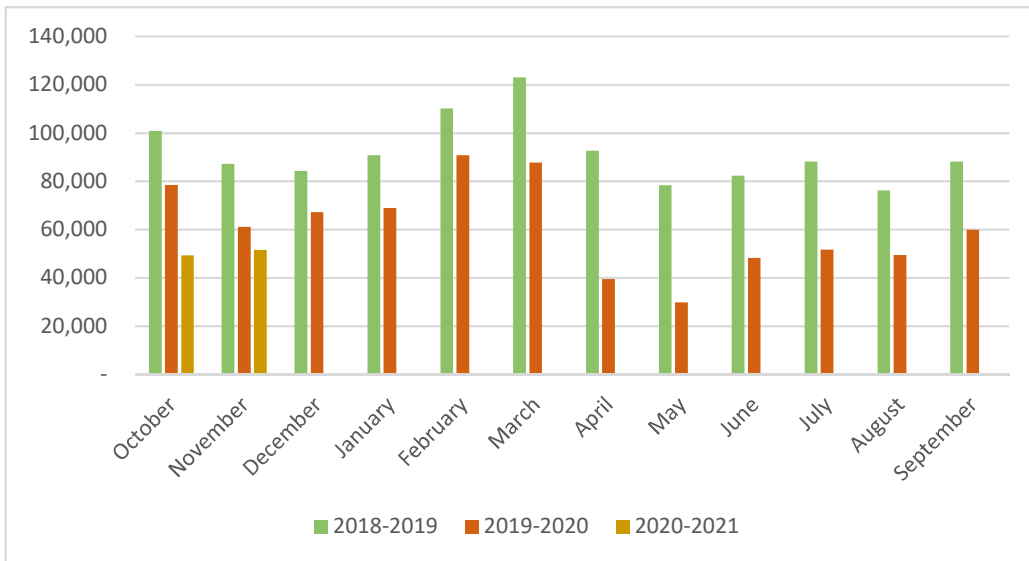
JERSEY VILLAGE MUNICIPAL COURT ACTIVITY REPORT

GENERAL PROCEEDS

FY 2018, 2019, 2020

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
October	100,832	78,416	49,309
November	87,251	61,065	51,540
December	84,302	67,241	
January	90,781	68,972	
February	110,193	90,758	
March	122,971	87,719	
April	92,606	39,486	
May	78,291	29,873	
June	82,371	48,286	
July	88,193	51,684	
August	76,274	49,447	
September	88,185	59,882	
FY Total	\$ 1,102,249	\$ 732,830	\$ 100,849

Average Per Month \$ 91,854 \$ 61,069 \$ 50,424





CITY OF JERSEY VILLAGE, TEXAS

16327 Lakeview Drive, Jersey Village, TX 77040

713-466-2100 (office) 713-466-2140 (fax)

Public Works Status Report for the Month November, 2020

In an effort to increase the benefit of the information within our status report we are consolidating the multiple reports produced in the past into this single document. We will report our operations as we have been except, an Appendix is now added at the end of the report. Our intention is to improve efficiency in the efforts it takes to prepare the reports. If there is anything else management would like to see please let us know.

This report is intended to discuss noteworthy accomplishments within the Public Works Department and details activities under the headings General, Streets, Plants, Fleet and Community Development. This concludes with the **Appendix** which outlines information regarding statistics for # of C.O.'s, Inspections and Plan Reviews as well as Permitting Analysis and Code Enforcement Issues.

General –

- Jose, our Fleet Manager is selling cars at auction and purchasing new vehicles per the 2021 budget.
- Developed white paper on closing the Seattle well, presented to City Manager and Council, recommended closing the well due to costly repairs needed. Council approved. We will now try to sell the parts, obtain a TCEQ approval to shut it down and then commence the capping procedures. Weisinger is storing the material and we are in the act of selling it for surplus.
- We are developing a plan to Re-imagine Comm. Dev. By EOY.
- Recent new hire interviews have not come through, they were no-shows for interviews. Continuing to post for 2 positions in Public Works, 1 Infrastructure Technician and 1 licensed plant person.
- Christian and I are working on the Atlas 14 amendments as a priority, it must be approved by EOY. Spoke to EHRA on Atlas 14, Andy Palermo. Jon Steiber (HC) called to see if we were finished. I told him we were in the checking mode and will send him our work in the next couple of days.
- Roy and Derrick just completed a series of trainings, Roy on BPV's for use at the City and Derrick is moving ahead on his TCEQ licenses. CDL's still on the agenda and scheduling sweeper training. A Sweeper schedule is being developed in order to bring consistency to the activity.
- We have developed a Wall of Accomplishment at the PW bldg. New safety, operational certificates and other accomplishments are now shown on the wall. This is an indicator of the quality we are building into Public Works.
- Made an offer to an EIT candidate who is replacing Jim Bridges who retired. He accepted and is due to start 12/7.
- We authorized an RRA/ERP agreement for TCEQ reports. The RRA is anticipated in 4-6 months. The ERP thereafter.
- Autodesk license not working, requested we upgrade to 2021 version.
- Survey of fencing around plant facilities done, estimate \$9K and includes the lift station on Rio Grande.
- Kennel was diagnosed with black mold and we have an estimate for cleaning and repairing it for \$40K. We will weigh the pros/cons with the City Manager for resolution. The priority will be to remove the black mold.
- WOB access road needs repair, causing mosquitos for the day care. We discussed this at the November meeting. We have diagnosed it as needing some road patching and improved drainage. Jones/Carter will propose a solution.
- Discussing several issues with Farshad of TxDOT re: the punch list for the Soundwall. TxDOT wants to close the project and we are seeking any unresolved issues prior to signing off.
- Card locks were installed at the PW Bldg. Thanks Robert and Dennis!

- Continuing to meet on several CPUC meetings this month and are making good progress.
- Met with David Weekley on reports of odor in the water. Conducted a series of water quality tests for the Enclave. We discussed flushing the lines at the Enclave once per month to eliminate reports of the odor.
- Pre-development meetings are occurring over the past weeks with prospective developers.
- Conducted Street Sweeper manufacturer training in-house for the drivers. This will save money in travel expenses, the training was negotiated at time of purchase, no cost.
- Resolving a number of issues regarding the pedestrian bridge on Equador. Work on the repair completed at no cost to the City.
- Engaged an electrician to repair the lights on Senate.
- Assisting with Parks issues, shade structure, drainage, etc.
- Spoke to EHRA on Atlas 14, Andy Palermo. Following MaapNext program.
- Pre-development meeting occurred this month for 8301 Jones Rd.
- Commencing on storage tank rehab since it is scheduled for 2021.
- Sign foundations were removed.
- A restaurant was shut down today 11/16 due to collapsed grease trap. This is our FOG inspection initiative in action. We are doing 12 inspections/week.
- Obtaining quote for selling metal from Seattle.
- Congratulations! The City's annual CRS recertification submittal was reviewed and found everything to be in order.
- Bob has phone service coming for Roy at the plant.
- Spoke to Frank Brooks on our Seattle well permit modification! He will proceed.
- Pre-trip software being installed and passing from one department to another. It is working as planned for Jose.
- David in Fleet, passed his latest ASE test on diesel engines. Congrats David!
- WCA increased contract 7% for 20/21, they retracted it when complained.
- Developed scope of work for surveyor on Tiny Rd. Will engage Westbelt shortly.

Streets –

- Weisinger, we need them to load the truck, complete billing, finished DeLozier sidewalks, N. Tahoe cleared for now. Seemed to locate an issue with the trunk and will TV it. Ms. Falke requested a sidewalk along the bayou. Will ramp up street sweeping this month and address some of the Birdbath areas.
- Monthly water billing
- Daily Service Orders.
- Sidewalk Repair Project Ongoing / All Information pertaining to this project will be photographed, dated and kept for future record.
- Street Panel Project Ongoing / All Information pertaining to this project will be photographed, dated and kept for future record.
- Derrick developed a plan for repairing sidewalks and we are working on priorities. Congo is added to the CIP list.
- New signs were installed in various places around the City, old signs were demolished.
- CenterPoint will be bringing on a different subcontractor for the gas line relocations, apparently MP was terminated. They were scheduled to complete it by EOY and that may not happen now.
- Derrick and his Streets team were working on several sidewalk replacements in the DeLozier area.



Plants -

- Electrical issues – scum box and composite sampler need to be replaced. Fences is ongoing on Seattle, Jesus back will restart flushing at Enclave.
- Monthly Report generation.
- Continuing on with our grease trap inspections. We have built a FOG (Fat, Oil & Grease) program to be administered by the City to improve the sanitary system.
- Roy has completed his safety training for all staff. This training will allow staff to obtain an OSHA safety card thereby bringing increased safety awareness to the City. This applies to 30TAC training in Texas.
- Crew is also in preparation to clean/maintain the wastewater plant
- Working on securing all plant facilities with new locks, TMobile placed their lock on gate and we will remove and replace. We will ensure Chief Bitz has a key.
- IT has phone service coming for plant use and this will send alarms to our Plant Manager when issues occur.
- The City exhibited some loss of water pressure 11/19 due to a power outage at the Seattle plant thereby affecting the City of Houston interconnect delivery. Alternate wells were engaged and interconnects were being prepared for usage if needed. Great job to Roy and his team who got the booster pumps going as soon as power was restored. Although pressure dropped it didn't exceed any thresholds and was restored with a few hours.
- Discussed with Roy moving forward on the storage tank rehabilitation scheduled for 2020/2021 CIP program. We plan to assemble the scope of work developed from two inspections that occurred and obtain bids.

Fleet –

- Nothing out of ordinary, normal operations.
- Approvals for new vehicle purchases for PD and FD was granted by City Manager. We will keep the Malibu's for another year since they do not resell well. New cars for 2021 have been ordered. 17 new vehicles will begin arriving next month and will be retrofitted with JV items.
- Jose working on ordering the city logo and unit numbers.
- Brought in tire maintenance equipment to save money and time.
- Work orders for repairs and Whip around configs ongoing. Software is performing as hoped!
- Brought in tire maintenance equipment to save money and time, working well.

Community Development -

- Trying to complete the recommendations to CM and Council for Dec. We are trying to simplify the ordinances and instead of wordy explanations and directives we will integrate some graphics to illustrate the concepts.
- Gordon has outlined Code Enforcement priorities. We are expanding our enforcement to include internal staff in the near future following appropriate training.
- Will engage a surveyor for the possible conveyance of Tiny Lane.
- Rec'd response on our CRS Report submittal for this year, they requested one minor clarification. Great work Christian and thanks to everyone for assisting us.
- "Congratulations, everything was found to be in order and this concludes our annual CRS recertification". Nice job to Christian Somers for spearheading this important effort.
- Effective January 1, 2021, the Class 9 prerequisite for the CRS Program is changing to require an annual submittal of Permit Lists and ECs (along with all other required certificates – Flood proofing, V Zone and Engineered Opening Certificates). This is an annual review.
- Working on Re-Imagining Community Development from top to bottom.

Appendix

We are presenting 3 reports: 1) C.O.'s, Inspections and Plan Reviews, 2) a summary report by Permit Segment Type which shows what types of permits were requested and the revenue associated with it. 3) This report is our code enforcement for the month.

Certificates of Occupancy, Inspections, Plan Reviews:

<u>Certificates of Occupancy Count:</u>	Commercial: 1	Residential: 0
<u>Inspection counts:</u>	BBG: 92	
<u>Plan reviews:</u>	BBG: 2	

Permits Issued – Summary of Permit Payments by Fee Code

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
BLD01	NEW/ADDITION RES BUILDING PERM	3	951.16CR
BLD07	DOUBLE PERMIT FEE	2	80.00CR
BLD12	ZONING DISTRICT CRITERIA REVIE	1	10.00CR
BLD17	RES WALL MODS	2	250.00CR
BLD18	COM WALL MODS	2	350.00CR
DEMO01	DEMOLITION OF BUILDING OR STRU	1	50.00CR
DEV01	NEW OR SUBSTANTIAL FDP	3	420.00CR
DEV02	GENERAL MAINTENANCE FDP	12	949.38CR
ELE01	ELECTRICAL PERMIT	1	10.00CR
FEN01	FENCE PERMIT	5	125.00CR
FIRE01	FIRE SPRINKLER	2	444.00CR
FIRE05	FIRE PLAN CHECK EXISTING	1	50.00CR
FLAT01	FLATWORK	2	50.00CR
FOUN01	FOUNDATION REPAIR PERMIT	2	50.00CR
IRR01	IRRIGATION	1	35.00CR
IRR02	IRRIGATION BACKFLOW CERTIFICAT	1	25.00CR
MECH01	MECHANICAL PERMIT	8	80.00CR
MECH02	MECHANICAL RES CENTRAL HEAT/AI	7	175.00CR
MECH03	MECHANICAL RES AC PER TON	6	107.50CR
MECH21	MECHANICAL REPAIR PERMIT	1	20.00CR
MIN02	MINIMUM ELECTRICAL PERMIT	8	560.00CR
MIN03	MINIMUM MECHANICAL PERMIT	1	35.00CR
MIN04	MINIMUM PLUMBING PERMIT	10	350.00CR
PLB01	PLUMBING PERMIT	5	50.00CR
PLB02	PLUMBING FIXTURES	2	50.00CR
PLB03	PLUMBING GAS OPENINGS	2	45.00CR
PLB04	PLUMBING GAS TEST	3	30.00CR
PLB17	PLUMBING BARBEQUE GRILL/YARD L	1	15.00CR
PR15	PLAN REVIEW COMMERCIAL	1	105.00CR
PR18	PLAN REVIEW RESIDENTIAL	4	983.48CR
ROOF01	ROOF PERMIT	6	300.00CR
SID01	SIDING & CLADDING REPLACEMENT	3	75.00CR
SIGN01	SIGN PERMIT	1	52.40CR
SIGN03	SIGN ANN OPERATING PERMIT ON P	1	10.00CR
SIGN05	SIGN OP FEE ON PREMISE LATE PA	2	200.00CR
SIGN08	PLAN REVIEW SIGN	1	25.00CR
SIGN20	SIGN ANN OPERATING PERMIT ON P	4	150.00CR
SIGN21	SIGN ANN OPERATING PERMIT ON P	53	2,528.38CR
TOTAL ALL PROJECTS:		112	\$9,796.30

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Code Enforcement Issues

Issue activity

Issue type	New	Received	Assigned	Referred	Resolved	Canceled
Building Maintenance Issue	0	2	2	1	3	0
Code Issue	1	0	7	0	27	0
Fleet Issue	2	0	0	0	8	0
Park Issue	0	0	1	0	1	0
Street or Road Issue	3	2	0	0	5	0
Water Issues	1	1	0	1	10	0

Jersey Meadow Golf Course
Monthly Report

FY 2020-2021														
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals	
Rounds played	4199	3833											8032	
Tournament Rounds	432	411											843	
Range buckets	2502	2139											4641	
Unearned Revenue	(1,828.70)	-1677.03											-3505.73	
Star Memberships	2,377.46	2,736.33											5,113.79	
Green Fees	141,058.90	124,752.60											265,811.50	
Tournament Fees	13,045.47	13,682.26											26,727.73	
Range Fees	17,672.31	16,345.86											34,018.17	
Club Rental	390.00	400.00											790.00	
Sales of Merchandise	17,709.62	19,202.56											36,912.18	
Concession Fees	6,097.49	4,843.35											10,940.84	
Miscellaneous Fees	2,450.00	2,530.00											4,980.00	
Total Income	198,972.55	182,815.93	-	-	-	-	-	-	-	-	-	-	381,788.48	
Weather Totals	1RO/1CM	2RO/2W/1H											3RO/2W/1CM/1H	
Income Per Round	\$42.85	\$42.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.84	
FY 2019-2020														
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals	
Rounds played	2822	2566	3505	2388	2490	2854	119	4916	4325	4935	4516	4202	39638	
Tournament Rounds	447	418	203	289	384	159	0	148	354	252	314	330	3298	
Range buckets	1508	1433	1478	1209	1581	1335	0	2205	1892	2053	2105	2245	19044	
Unearned Revenue	400.91	-317.89	-2154.02	888.22	2151.38	-869.36		-1196.43	(2,268.55)	-886.59	-1067.16	-2251.51	-7571.00	
Star Memberships	5,042.78	2,178.46	4,127.77	4,402.75	3,400.19	8,901.18		7,176.37	6,040.07	4,346.20	3,191.19	5,543.08	54,350.04	
Green Fees	80,370.21	78,523.77	110,211.22	60,955.71	72,572.18	82,188.50	2,954.35	163,982.17	138,989.99	157,398.71	147,675.64	137,051.64	1,232,874.09	
Tournament Fees	13,053.96	12,342.40	5,437.16	8,154.89	10,871.77	4,486.89		3,982.41	10,281.47	7,587.12	8,601.62	10,372.60	95,172.29	
Range Fees	10,699.65	8,606.44	13,836.14	7,972.55	10,145.66	10,230.65		15,918.29	13,079.70	15,253.98	15,050.54	17,622.61	138,416.21	
Club Rental	300.00	320.00	360.00	320.00	575.00	545.00			505.00	350.00	525.00	400.00	4,200.00	
Sales of Merchandise	16,110.06	14,074.31	18,896.41	11,981.09	13,269.78	11,835.19	224.37	21,452.21	22,601.63	23,408.83	20,116.55	24,693.77	198,664.20	
Concession Fees	3,716.48	3,343.51	3,615.00	3,134.23	3,516.51	3,098.47	94.01	5299.63	4,980.36	5,047.86	5,384.34	5,803.02	47,033.42	
Miscellaneous Fees	424.00	1,253.00	675.00	4,824.00	2,533.00	2,230.00	60.00	900.00	940.00	2,467.50	3,445.00	2,735.00	22,486.50	
Total Income	130,118.05	120,324.00	155,004.68	102,633.44	119,035.47	122,646.52	3,332.73	217,514.65	195,149.67	214,973.61	202,922.72	201,970.21	1,785,625.75	
Weather Totals	4W/2RO/1CM	1W/5RO/1CM/1H	1W/1RO/1H	13W/5RO/0CM	5W/6RO/1CM	5W/1CM/7CVD-19	27 CVD-19	1W/2RO/1CM	1W/3RO/1M	4W/1RO/1M	3W/2RO/1M	1W/3RO/1H	39W/29RO/8CM/4H/34CV	
Income Per Round	\$38.14	\$39.70	\$41.27	\$36.36	\$39.49	\$38.04	\$28.01	\$41.77	\$40.90	\$40.78	\$41.57	\$43.84	\$40.50	
Fy 2018-2019														
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals	
Rounds played	2389	2319	2117	1993	1873	3241	4169	3196	3346	4392	3809	2770	35614	
Tournament Rounds	582	393	299	257	297	367	526	636	682	304	304	331	4978	
Range buckets	1265	955	970	1031	1046	1284	1368	1181	1591	1606	1544	1351	15192	
Unearned Revenue	-1472.95	-1668.62	-3443.07	1,430.45	60.48	-134.21	504.86	-1359.80	(2,370.72)	-229.23	-201.60	-865.64	(9,750.05)	
Star Memberships	2,094.31	1,601.02	3,748.62	2,358.88	1,996.45	6,057.91	5,552.78	3475.34	2,823.76	4,319.36	4588.93	4294.91	42,912.27	
Green Fees	65,328.60	52,816.14	68,371.79	42,809.31	44,185.56	85,369.39	103,277.89	88751.10	96,727.91	121,034.15	104445.40	77863.67	950,980.91	

Jersey Meadow Golf Course
Monthly Report

Tournament Fees	17,318.04	11,240.60	7,232.24	6,767.13	7,847.31	11,481.95	16,021.51	17097.50	21,215.16	8,816.48	9044.27	10591.82	144,674.01
Range Fees	6,576.03	4,475.29	9,669.19	5,207.18	6,205.01	7,889.27	7,087.90	5831.73	7,207.86	9,019.33	8733.55	7613.81	85,516.15
Club Rental	624.66	325.00	200.00	300.00	240.00	220.00	500.00	480.00	660.00	440.00	260.00	280.00	4,529.66
Sales of Merchandise	15,603.17	12,923.62	11,727.68	7,095.43	14,064.14	14,104.40	20,214.49	19090.89	21,910.22	18,239.02	22489.56	16744.87	194,207.49
Concession Fees	4,576.77	3,087.86	2,869.59	2,652.55	2,637.97	4,628.91	4,886.33	4433.14	4,587.18	4,734.94	4221.99	3379.30	46,696.53
Miscellaneous Fees	1,236.00	258.00	723.00	2,475.00	1,538.94	3,071.00	1,389.00	670.00	1,019.00	570.00	605.00	590.00	14,144.94
Total Income	\$111,884.63	85,058.91	101,099.04	71,095.93	78,775.86	132,688.62	159,434.76	138,469.90	153,780.37	166,944.05	154,187.10	120,492.74	\$1,473,911.91
Weather Totals	7W / 3RO	11W/4RO/1H	11W/2RO/1H	15W/3RO	10W/3RO	5W	7W	6W/1RO/1CM	6W/2RO	2W/1CM	4W	5W/3RO/1CM	89W/21RO3CM/2H
Income Per Round	\$37.45	\$31.39	\$41.72	\$29.91	\$35.35	\$35.13	\$32.67	\$35.58	\$38.07	\$34.68	\$36.42	\$37.75	\$35.49

Jersey Meadow Golf Course
Monthly Report

FY 2017 - 2018													
	October	November	December	January	February	March	April	May	June	July	August	September	YTD Totals
Rounds played	3,102	3,070	2,024	1,729	1,589	3470	3759	3530	3086	3,189	3,797	2,067	34,412
Tournament Rounds	555	369	275	317	262	374	449	585	491	307	319	228	4,531
Range buckets	1,391	1,398	770	895	787	1696	1884	1508	1322	1,280	1,359	852	15,142
Unearned Revenue			-24.63	967.27	-639.7	-367.01	-218.17	-1096.72	-349.85	-1530.91	-278.61	-431.73	-3970.06
Star Memberships	1,083.00	1,075.00	1,177.43	886.16	1,747.32	3,162.05	4,582.19	2,639.33	3,504.48	3,017.77	3,433.05	1038.59	27,346
Green Fees	76,440.71	83,616.18	56,482.97	41,148.61	34,012.15	92,628.33	105,731.34	97,318.89	89,853.79	88,257.01	94,600.16	54,390.33	914,480
Tournament Fees	15,749.55	10,763.90	8,833.94	9,282.22	6,489.84	10,364.94	13,093.08	16,466.79	15,368.94	9,305.25	9,077.39	7,464.76	132,261
Range Fees	6,820.25	7,163.03	5,664.41	4,636.80	4,335.16	10,101.88	9,859.66	9,101.61	7,509.12	7,112.74	7,161.08	4,782.61	84,248
Club Rental	150.00	555.00	430.00	230.00	60.00	420.00	524.66	280.00	460.00	475.52	380.00	200.00	4,165
Sales of Merchandise	16,065.54	15,566.43	10,147.15	8,019.54	10,197.37	17,132.64	16,095.62	18,707.26	14,255.38	15,682.44	14,648.24	9,488.43	166,006
Concession Fees	4,070.46	4,003.81	2,587.61	2,170.15	1,979.37	4,541.22	4,790.23	5,333.66	4,121.71	3,529.24	4,120.95	2,579.58	43,828
Miscellaneous Fees	653.99	210.00	795.00	2,745.00	1,710.00	1,665.00	1,035.00	690.00	490.00	480.00	525.00	190.00	11,189
Total Income	\$121,033.50	\$122,953.35	\$86,093.88	\$70,085.75	\$59,891.51	\$139,649.05	\$155,493.61	\$149,440.82	\$135,213.57	\$126,329.06	\$133,667.26	\$79,702.57	\$1,383,523.99
Weather Totals	5W / 1RO	0	6W/4RO/1H	7W/5RO&ICE	5W / 6RO	IW/IRO/2CM	1 CM	4 W	3W / 3 RO	7W / 1 RO	4W / 1RO	16W / 6 RO	58W/28RO/3CM/1H
Income Per Round	\$32.80	\$35.44	\$36.95	\$33.35	\$31.76	\$35.60	\$35.91	\$35.94	\$36.92	\$35.71	\$31.71	\$34.46	\$34.82

Jersey Meadow Golf Course
Monthly Report

Miscellaneous Income	6,978.24	1,694.18	3,203.26	2,857.26	3,025.80	2,979.57	3,634.69	3,312.38	5,031.37	9,249.57	3,373.41	6,628.33	51,968
Total Income	\$134,722.31	\$83,959.45	\$68,567.66	\$69,441.40	\$76,083.55	\$91,793.79	\$111,136.40	\$103,922.34	\$107,994.06	\$121,703.90	\$105,780.99	\$111,941.21	\$1,187,047.06
Weather Totals	3 rain	8 rain/1 closed	8 rain/1 closed	15 weather days	8 weather days	9 rain	8 rain	14 rain	7 rain	1 rain	4 rain	8 rain	93/2
Income Per Round	\$36.74	\$35.89	\$33.94	\$36.34	\$37.43	\$35.57	\$37.10	\$38.34	\$36.24	\$37.26	\$36.27	\$38.30	\$36.70

Jersey Meadow Golf Course
Monthly Report

Concession Fees	3,829.49	2,640.15	2,549.98	2,739.64	1,954.47	3,838.73	5,659.13	5,245.18	4,728.65	3,673.72	3,812.72	4,014.84	44,687
Miscellaneous Income	7,053.00	6,609.23	8,529.79	7,177.18	8,492.85	9,448.03	10,858.82	11,964.72	14,350.84	8,464.58	10,883.66	10,891.51	114,724
Total Income	\$122,682.88	\$108,262.93	\$94,085.74	\$98,100.81	\$76,096.11	\$122,890.07	\$172,298.02	\$160,431.59	\$148,872.67	\$119,752.33	\$124,754.90	\$123,777.61	\$1,472,005.66
Weather Totals	1 rain	4 rain/1 closed	7 rain/1 closed	6 rain	8 rain	8 rain	3 rain	2 rain/2 maint.	4 rain	10 rain	3 rain	6 rain	62/4
Income Per Round	\$34.57	\$37.59	\$38.03	\$36.00	\$35.57	\$37.40	\$39.44	\$38.02	\$39.58	\$36.76	\$35.93	\$36.86	\$37.27

Jersey Meadow Golf Course
Monthly Report

Concession Fees	3,646.01	2,257.19	1,771.73	2,303.93	2,331.45	2,416.99	3,417.68	4,094.73	3,271.77	3,054.93	2,968.04	2,587.46	34,122
Miscellaneous Income	9,671.94	7,325.63	7,825.08	7,667.00	9,325.27	6,641.10	7,269.75	10,287.23	14,040.61	12,834.43	10,524.28	7,107.67	110,520
Total Income	\$134,510.60	\$114,498.62	\$87,764.41	\$113,439.70	\$110,216.57	\$115,568.16	\$138,971.95	\$183,966.50	\$150,758.80	\$131,151.09	\$135,462.38	\$117,146.85	\$1,533,455.63
Weather Totals	4 rain	3 rain/1 closed	5 rain/1 closed	3 rain	4 rain	9 rain	5 rain	0 rain	1 rain	4 rain	3 rain	7 rain	48/2
Income Per Round	\$37.29	\$36.94	\$36.87	\$37.18	\$36.45	\$34.90	\$36.21	\$36.31	\$37.15	\$35.42	\$35.22	\$35.06	\$36.23

Jersey Meadow Golf Course
Monthly Report

Concession Fees	2,790.10	1,842.23	1,655.27	1,581.45	1,144.16	1,846.17	2,892.01	2,455.09	2,292.43	1,865.99	2,056.32	2,395.12	24,816
Miscellaneous Income	1,592.00	3,000.28	1,843.00	1,676.00	1,660.18	1,954.00	6,361.74	8,579.88	5,424.63	5,062.01	4,973.97	2,453.64	44,581
Total Income	\$112,404.27	\$90,189.37	\$88,068.59	\$83,070.84	\$71,999.49	\$104,191.17	\$139,295.97	\$115,998.28	\$101,816.38	\$103,720.42	\$101,019.79	\$109,953.60	\$1,221,728.17
Weather Totals													
Income Per Round	\$32.69	\$33.15	\$33.97	\$31.38	\$32.04	\$31.36	\$34.14	\$32.46	\$33.19	\$33.25	\$31.70	\$32.66	\$32.70

Jersey Meadow Golf Course
Monthly Report

Total Income	\$82,312.21	\$103,235.26	\$71,393.53	\$72,811.02	\$54,779.23	\$99,872.03	\$124,929.89	\$141,252.87	\$119,901.73	\$106,152.54	\$96,632.86	\$81,387.04	\$1,154,660.21
Income Per Round	\$31.06	\$32.02	\$30.89	\$26.56	\$26.06	\$28.60	\$30.19	\$29.58	\$29.49	\$28.13	\$28.77	\$28.73	\$29.29

Jersey Meadow Golf Course
Monthly Report

FY 2001 - 2002													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	3,203	3,061	2,774	2,800	2,969	3,734	4,385	4,735	4,182	4,139	3,580	3,592	43,154
Tournament Rounds													
Range buckets	1,388	1,374	844	1,261	1,316	1,897	2,131	2,143	1,818	1,813	1,506	1,476	18,967
Star Memberships				3,075.00	1,650.00	2,275.00	1,725.00	1,125.00	725.00	550.00	775.00	950.00	\$12,850.00
Green Fees/Cart Fees	72,224.98	77,087.14	65,224.37	68,447.62	70,028.61	91,055.04	111,535.50	119,348.59	104,195.50	104,907.23	89,569.50	79,854.95	1,053,479.03
Tournament Fees	17,967.54	10,416.85	1,552.00	0.00	3,741.00	2,498.00	12,004.42	6,740.00	2,220.70	0.00	1,919.00	17,433.92	76,493.43
Range Fees	3,924.83	3,699.12	2,181.79	3,236.49	3,508.36	4,850.70	5,791.90	5,805.72	4,675.54	4,822.48	4,043.98	3,696.75	50,237.66
Sales of Merchandise	7,501.72	7,470.10	8,574.76	4,093.24	4,597.56	8,690.81	7,429.96	7,877.93	8,103.63	5,589.34	5,526.70	4,663.97	80,119.72
Concession Fees	4,471.00	3,728.00	2,457.00	850.00	4,046.00	3,656.00	4,778.00	4,932.00	4,636.00	4,331.00	3,382.00	2,992.00	44,259.00
Miscellaneous Income					3,348.03	10.00		2,115.00	5,080.00	1,880.00	1,860.00	3,030.00	17,323.03
Total Income	\$106,090.07	\$102,401.21	\$79,989.92	\$75,777.35	\$90,919.56	\$113,035.55	\$143,264.78	\$147,944.24	\$129,636.37	\$122,080.05	\$107,076.18	\$112,621.59	\$1,334,761.87
Income Per Round	\$33.12	\$33.45	\$28.84	\$27.37	\$30.07	\$29.66	\$32.28	\$31.01	\$30.83	\$29.36	\$29.69	\$31.09	\$30.63
FY 2000 - 2001													
	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Rounds played	3,632	2,387	2,224	1,526	2,087	2,196	3,929	3,482	3,097	3,564	3,433	3,480	35,037
Tournament Rounds													
Range buckets				567	755	1,194	1,757	1,498	1,293	1,252	1,229	1,218	10,763
Green Fees/Cart Fees	100,532.00	59,091.00	57,691.00	42,849.85	53,215.20	55,637.91	108,176.93	93,704.77	79,608.10	86,599.86	76,676.57	82,458.86	\$896,242.05
Tournament Fees	19,585.00	7,087.00	6,235.00	0.00	0.00	4,107.87	9,607.00	14,018.50	332.64	792.00	2,186.00	4,023.02	67,974.03
Range Fees	6,702.00	3,778.00	3,198.00	2,365.14	3,229.47	5,533.59	7,552.85	6,458.97	5,754.22	5,431.94	4,280.78	3,776.78	58,061.74
Sales of Merchandise	19,858.00	4,548.00	5,884.00	3,055.92	2,960.74	8,316.70	9,143.74	7,896.28	7,636.53	6,951.08	8,554.69	6,491.01	91,296.69
Concession Fees	285.00	808.00	417.00	1,726.00	2,278.00	2,982.00	4,942.00	3,701.00	3,099.00	3,441.00	3,256.00	3,505.00	30,440.00
Miscellaneous Income	-571.00	3,254.00	2,407.00										
Total Income	\$146,391.00	\$78,566.00	\$75,832.00	\$49,996.91	\$61,683.41	\$76,578.07	\$139,422.52	\$125,779.52	\$96,430.49	\$103,215.88	\$94,954.04	\$100,254.67	\$1,144,014.51
Income Per Round	\$40.31	\$32.91	\$34.10	\$32.76	\$29.56	\$34.87	\$35.49	\$36.12	\$31.14	\$28.96	\$27.66	\$28.81	\$32.65
Notes: 1. October, November, December 2000 Golf Course under private management contract. City took over management January 1, 2001.													
2. Green Fees and Cart Fees combined into one fee beginning January 2002.													
3. Food and drinks contracted out to private vendor as of January 2001.													
4. Star Membership program began in January 2002.													
5. FY 2000 -2001 - records in Smith Systems Software, no printouts available and the software is offline.													
6. Concession Fees shown in time period of purchase, not when received.													
7. Income/Round: Income does not include Star Memberships; Rounds includes Rounds Played and Tournament Rounds.													
8. Miscellaneous Income includes: Cart fee, Handicap Service, Leagues, expired Gift Certificates, Miscellaneous merchandise and Junior Camp.													
9. As of April, 2016, Leagues are accounted for in Rounds played and in Green Fees.													
10. FY 2016-2017 - Line Item added: Club Rental.													
11. Abbreviations: W-weather RO-rain out CM-course maintenance TT-temporary tees H-holiday CV-COVID-19													
12. FY 2016-2017 - Miscellaneous Income changed to Miscellaneous Fees per Finance.													



Jersey Village, TX

Income Statement Group Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 11 - GOLF COURSE FUND					
Department: 80 - 80					
85 - FEE & CHARGES FOR SERVICE	1,609,800.00	1,609,800.00	185,087.34	384,371.45	1,225,428.55
96 - INTEREST EARNED	1,000.00	1,000.00	4.93	10.46	989.54
97 - INTERFUND ACTIVITY	345,891.14	345,891.14	0.00	0.00	345,891.14
98 - MISCELLANEOUS REVENUE	25,000.00	25,000.00	0.00	0.00	25,000.00
Department: 80 - 80 Total:	1,981,691.14	1,981,691.14	185,092.27	384,381.91	1,597,309.23
Department: 81 - CLUB HOUSE					
30 - SALARIES, WAGES, & BENEFITS	496,304.88	496,304.88	37,479.42	77,322.30	418,982.58
34 - COST OF SALES	155,000.00	155,000.00	5,862.89	12,383.23	142,616.77
35 - SUPPLIES	17,150.00	17,150.00	99.59	1,012.73	16,137.27
45 - MAINTENANCE	4,450.00	4,450.00	0.00	0.00	4,450.00
50 - SERVICES	41,600.00	41,600.00	2,439.12	3,736.80	37,863.20
54 - SUNDRY	51,400.00	51,400.00	7,901.40	16,435.28	34,964.72
55 - PROFESSIONAL SERVICES	3,500.00	3,500.00	0.00	0.00	3,500.00
60 - OTHER SERVICES	20,000.00	20,000.00	0.00	19,337.38	662.62
97 - INTERFUND ACTIVITY	71,025.00	71,025.00	0.00	0.00	71,025.00
Department: 81 - CLUB HOUSE Total:	860,429.88	860,429.88	53,782.42	130,227.72	730,202.16
Department: 82 - COURSE MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	574,067.31	574,067.31	39,097.13	79,495.94	494,571.37
35 - SUPPLIES	98,700.00	98,700.00	3,963.61	21,502.02	77,197.98
40 - MAINTENANCE--BLDGS, STRUC	5,000.00	5,000.00	0.00	0.00	5,000.00
45 - MAINTENANCE	19,000.00	19,000.00	0.00	1,892.48	17,107.52
50 - SERVICES	8,000.00	8,000.00	516.00	1,175.33	6,824.67
54 - SUNDRY	90,500.00	90,500.00	0.00	0.00	90,500.00
55 - PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	0.00	4,000.00
97 - INTERFUND ACTIVITY	93,954.00	93,954.00	0.00	0.00	93,954.00
Department: 82 - COURSE MAINTENANCE Total:	893,221.31	893,221.31	43,576.74	104,065.77	789,155.54
Department: 83 - BUILDING MAINTENANCE					
35 - SUPPLIES	4,800.00	4,800.00	264.06	277.51	4,522.49
40 - MAINTENANCE--BLDGS, STRUC	16,000.00	16,000.00	370.65	604.35	15,395.65
45 - MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00
50 - SERVICES	26,000.00	26,000.00	0.00	2,041.02	23,958.98
55 - PROFESSIONAL SERVICES	800.00	800.00	0.00	0.00	800.00
Department: 83 - BUILDING MAINTENANCE Total:	50,600.00	50,600.00	634.71	2,922.88	47,677.12
Department: 87 - GC CAPITAL IMPROVEMENT					
70 - CAPITAL IMPROVEMENTS	26,000.00	26,000.00	0.00	12,628.85	13,371.15
Department: 87 - GC CAPITAL IMPROVEMENT Total:	26,000.00	26,000.00	0.00	12,628.85	13,371.15
Department: 88 - EQUIPMENT MAINTENANCE					
30 - SALARIES, WAGES, & BENEFITS	87,169.95	87,169.95	4,756.34	9,937.77	77,232.18
35 - SUPPLIES	30,450.00	30,450.00	2,787.14	2,879.32	27,570.68
45 - MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00
50 - SERVICES	500.00	500.00	0.00	0.00	500.00
97 - INTERFUND ACTIVITY	27,320.00	27,320.00	0.00	0.00	27,320.00
Department: 88 - EQUIPMENT MAINTENANCE Total:	151,439.95	151,439.95	7,543.48	12,817.09	138,622.86
Fund: 11 - GOLF COURSE FUND Surplus (Deficit):	0.00	0.00	79,554.92	121,719.60	-121,719.60
Total Surplus (Deficit):	0.00	0.00	79,554.92	121,719.60	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
11 - GOLF COURSE FUND	0.00	0.00	79,554.92	121,719.60	-121,719.60
Total Surplus (Deficit):	0.00	0.00	79,554.92	121,719.60	

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Golf Course Fund
For the period ended November 30, 2020

	Adopted Budget	Current Budget	YTD Actual	% of Actual compared to Budget	Projections
Revenue					
Fees & Charge for Services	1,609,800.00	1,609,800.00	384,371.45	23.88%	1,609,800.00
Interest Earned	1,000.00	1,000.00	10.46	1.05%	1,000.00
Interfund Activity	345,891.14	345,891.14	-	0.00%	345,891.14
Miscellaneous Revenue	25,000.00	25,000.00	-	100.00%	25,000.00
Other Agency Revenue	-	-	-	0.00%	-
Total Revenue	1,981,691.14	1,981,691.14	384,381.91	19.40%	1,981,691.14
Expenditures					
Club House	860,429.88	860,429.88	130,227.72	15.14%	860,429.88
Course Maintenance	893,221.31	893,221.31	104,065.77	11.65%	893,221.31
Building Maintenance	50,600.00	50,600.00	2,922.88	5.78%	50,600.00
Capital Improvement	26,000.00	26,000.00	12,628.85	0.00%	26,000.00
Equipment Maintenance	151,439.95	151,439.95	12,817.09	8.46%	151,439.95
Total Expenditures	1,981,691.14	1,981,691.14	262,662.31	13.25%	1,981,691.14



Jersey Village Parks & Recreation

To: Mayor Mitcham and City Council

CC: Austin Bless, City Manager

From: Robert Basford, Parks and Recreation Director

Date: December 9, 2020

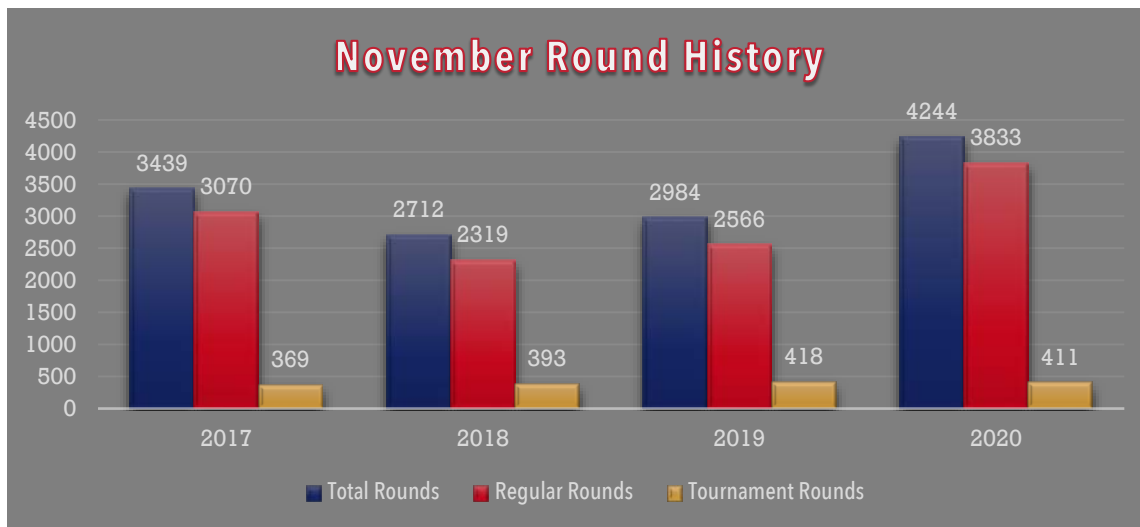
Subject: Parks & Recreation November Monthly Update

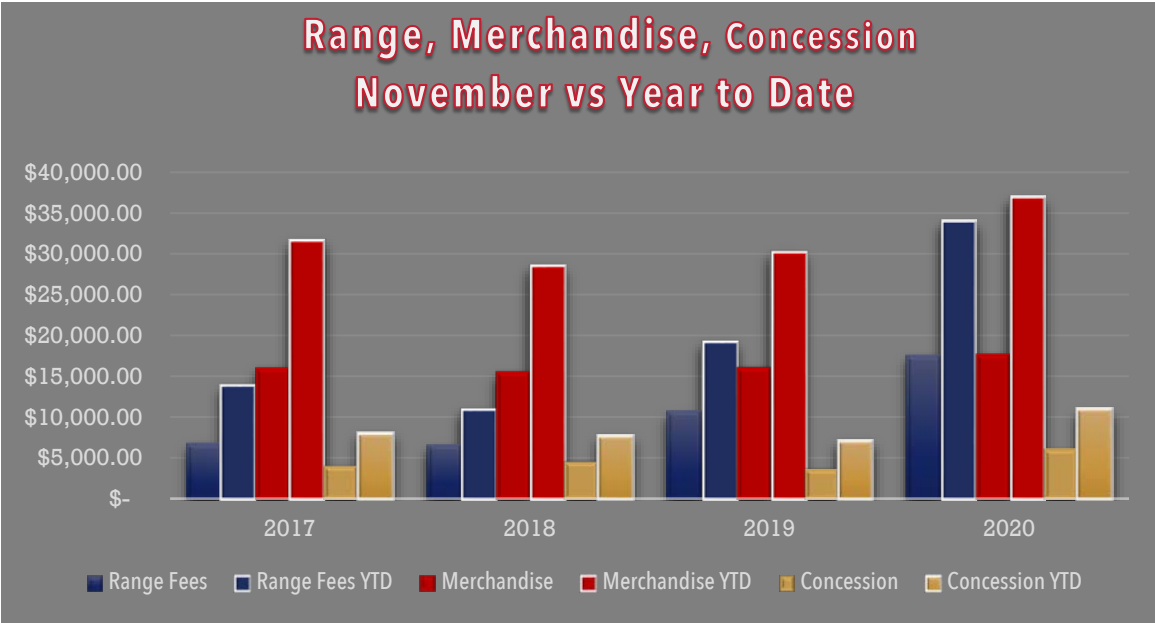
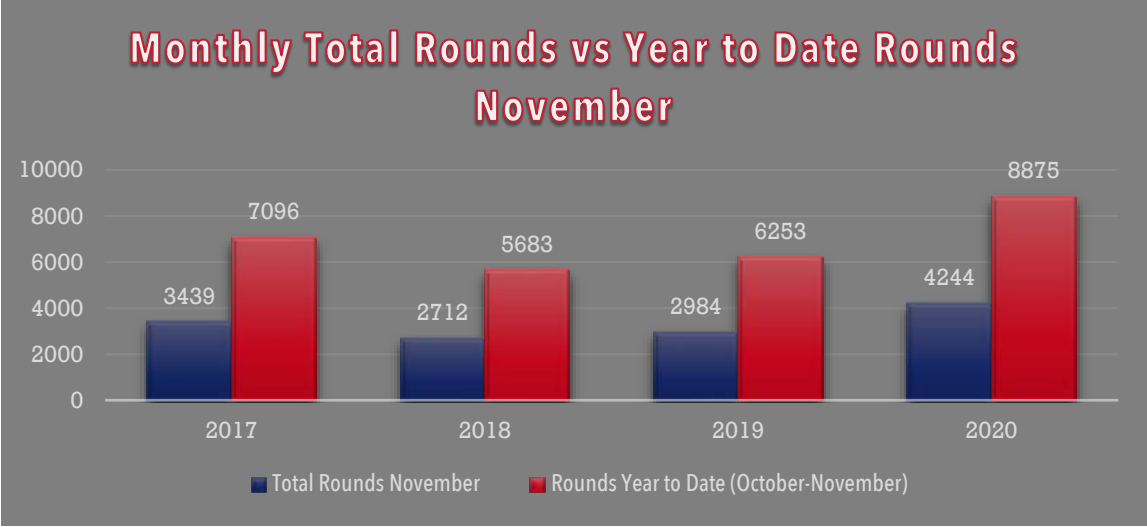
CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Jersey Meadow Golf Club Financial Report (Monthly)

Monthly

For the month of November, the course received \$124,752.60 in green fees, and \$13,682.26 in tournament fees. The course hosted 3833 rounds and 411 rounds of tournament play for a total of 4244 rounds. The course experienced 2 rain outs, 1 weather day and one holiday. It is important to note that the rain outs occurred the weekend following thanksgiving which is arguably the busiest weekend of the year. Merchandise Sales totaled \$19,202.56. This was the best November to date with a total revenue of \$182,815.93.





Clubhouse Maintenance Report

The golf course maintenance department has been working on routine maintenance in addition to some minor beautification projects. The turn food booth and starter house have been completed and they look great. The turn food booth should increase our concession revenue exponentially by providing a quick and easy option for stakeholders to purchase food and beverage on the go. The starter house will increase the ambiance and professionalism of the course to align with our increased standards. It is an amenity that the marshals are appreciative of and has streamlined range and starting operations.



The Six Cypress trees that were planted on the course (holes 8, 9, 17, 18) have been added to our routine maintenance plan to ensure they come in properly. The course was prepped for the winter months and we experienced our first near freeze. This adds to our morning course preparation to ensure the frost is properly syringed prior to play beginning but the team has been both adaptive and efficient in that process limiting revenue forfeiture.



Parks, Recreation and Facilities

Parks Master Plan

Burditt Consulting hosted the Parks Master Plan open house to solicit feedback on project ideas as well as answer questions, accept surveys, and note citizen's recommendations. They provide project boards with project descriptions and requested that citizens leave stickers on the projects they preferred. We experienced a great turnout and received a lot of valuable feedback. Modifications have been made to the draft document and they are working towards a final draft to be presented to council in January.

Parks

The Parks staff has been busy ensuring that routine duties have been met, playgrounds and parks are disinfected and park amenities are kept at a high standard. Trees have been trimmed around town and at a few parks as we begin to move into tree trimming season. Christmas decorations were put up around town as we prepare for the holidays. Admin has been busy interviewing applicants for the Parks supervisor position and are planning to select a candidate in December. Our splash pad shade structure has been 98% completed and will be finalized once the warranty document is adjusted to meet our concerns.



Recreation



Food truck Fridays continued to experience success through the final week of the series. We will definitely consider the renewal of this series in the spring and/or summer season. Pickle ball has also continued to experience success and positive reviews. We plan to continue to develop this program. The recreation team continued to plan and prepare for monthly winter activities including a modified holiday in the village, a holiday farmers market, care packages for hero's, craft nights for kids, a holiday movie in the park, the holiday decorating contest and how we can offer them all in a safe manor. We have continued to prepare for our pool re-decking project and are planning to start early 2021. We held our Arbor Day tree give away and were able to educate the community on tree planting and care while giving away 40 free trees! We also added a few trees to our nursery here in Jersey Village.

Facilities

The facilities department has continued to monitor and follow COVID-19 disinfectant protocols, work orders, and facility prep/projects. Facility cleaning, preventative maintenance and civic center preparation consumed a large part of November. Work orders have been completed at various facilities and we have begun to map out projects for this fiscal year. In addition to routine operations, some significant project completions include: sally port door completion (PD), electronic lock replacement and installation (PD), AC drain line clearing, Clark Henry Pavilion door repair, and gc roof leak inspection and repair. As the City plans to move to SharePoint we have decided to postpone updating our facility rental procedure to ensure we include any new features SharePoint has to offer.

#	Status	Open Date	Resolved Date	Type	Department	Assigned Staff	Address	Description
458838	assigned	11/30/2020 13:47	--	Code Issue	general	--	16529 Jersey Dr Jersey Village 77040-1905	Tree branches obstructing street signs.
458673	resolved	11/30/2020 12:00	12/01/2020	Code Issue	general	--	15101 Lakeview Dr Jersey Village 77040-1328	Utility trailer with off road vehicle parked over 7 days allowed.
456739	resolved	11/25/2020 10:32	11/30/2020	Code Issue	general	--	16209 Crawford St Jersey Village 77040-2805	Camper parked/stored in excess of 7 days allowed.
456735	resolved	11/25/2020 10:26	11/30/2020	Code Issue	general	--	16306 Crawford St Jersey Village 77040-2808	Boat parked on driveway in rear yard and in excess of 7 days in a 30 day period.
456691	assigned	11/25/2020 09:41	--	Code Issue	general	--	8022--8038 Jones Rd Jersey Village 77040	There are several bandit signs on electric poles at the Starbucks corner and the Exxon corner. A ladder is necessary to remove them.
456094	resolved	11/24/2020 11:10	11/30/2020	Code Issue	general	--	16205 Tahoe Dr Jersey Village 77040-1249	RV parked/ stored in excess of 7 days allowed in 30 day period.
455394	resolved	11/23/2020 11:29	11/23/2020	Code Issue	general	--	15913 Capri Dr Jersey Village 77040-1202	Box trailer parked/ stored overnight on driveway in rear yard.
455277	new	11/23/2020 10:05	--	Code Issue	general	--	15509 Mauna Loa Ln Jersey Village 77040-1346	New dock, no permit.
453648	resolved	11/19/2020 16:19	11/24/2020	Code Issue	general	Christian Somers	17470 Northwest Fwy Jersey Village 77040	No Plumbing Permit for interceptor demo in prep for new interceptor. Master plumber license/ responsible master plumber license not posted on work vehicle. No shoring in of interceptor pit.
453345	resolved	11/19/2020 11:42	11/23/2020	Code Issue	general	--	15309 Mauna Loa Ln Jersey Village 77040-1342	No Mechanical Permit.
453118	assigned	11/19/2020 08:41	--	Code Issue	general	--	15313 Welwyn Dr Jersey Village 77040-1349	Tree clearance at sidewalk.
453117	assigned	11/19/2020 08:38	--	Code Issue	general	--	16437 Wall St Jersey Village 77040-1273	Vacant lot maintenance required.
453114	resolved	11/19/2020 08:37	11/30/2020	Code Issue	general	--	15301 Welwyn Dr Jersey Village 77040-1349	Tree clearance at sidewalk.
453111	resolved	11/19/2020 08:35	11/24/2020	Code Issue	general	--	15402 Clevedon Ln Jersey Village 77040-1316	Tree clearance at street.
452553	resolved	11/18/2020 11:38	11/19/2020	Code Issue	general	--	15526 Jersey Dr Jersey Village 77040-2127	No Mechanical Permit.
452536	resolved	11/18/2020 11:26	11/18/2020	Code Issue	general	--	16210 Singapore Ln Jersey Village 77040-2042	No Re- roof Permit
451794	resolved	11/17/2020 12:17	12/01/2020	Code Issue	general	--	15406 Clevedon Ln Jersey Village 77040-1316	Plants and shrubs encroaching ont sidewalk.
451792	resolved	11/17/2020 12:14	11/18/2020	Code Issue	general	--	15442 Chichester Ln Jersey Village 77040-1312	Tree clearance at sidewalk.
451749	assigned	11/17/2020 11:38	--	Code Issue	general	Christian Somers	16306 Congo Ln Jersey Village 77040-2073	No Building Permit
451451	resolved	11/17/2020 06:46	11/24/2020	Code Issue	general	--	15714 Jersey Dr Jersey Village 77040	Low hanging branches on sue lane.
450706	resolved	11/16/2020 09:00	11/16/2020	Code Issue	general	--	16526 Village Dr Jersey Village 77040-1146	No Re roof Permit.
450686	resolved	11/16/2020 08:42	11/19/2020	Code Issue	general	--	8530 Ivy Falls Ct Jersey Village 77040-1122	Dog bite by unregistered dog.
450683	resolved	11/16/2020 08:39	11/30/2020	Code Issue	general	--	15906 Tahoe Dr Jersey Village 77040-1244	Utility trailer parked/stored overnight.
450681	resolved	11/16/2020 08:34	11/17/2020	Code Issue	general	--	15526 Congo Ln Houston 77040-2112	No Foundation Permit.
450379	resolved	11/15/2020 12:34	11/17/2020	Code Issue	general	--	15702 Sierra Dr Jersey Village 77040	Blocked sidewalk
450185	assigned	11/14/2020 19:22	--	Code Issue	general	--	16006 Juneau Ln Jersey Village 77040	Lots of branches over the sidewalk.
448948	resolved	11/12/2020 12:44	11/12/2020	Code Issue	general	--	15422 Leeds Ln Jersey Village 77040-1341	2x realtor signs and placed in city row.
448933	resolved	11/12/2020 12:36	11/17/2020	Code Issue	general	--	8302 Argentina St Jersey Village 77040-1305	Camper parked on street in excess of 2 hours allowed.
447689	resolved	11/10/2020 14:15	11/19/2020	Code Issue	general	--	16025 Kevindale Ct Jersey Village 77040-2809	No Fence Permit.
447635	resolved	11/10/2020 13:44	11/12/2020	Code Issue	general	--	8322 N Tahoe Dr Jersey Village 77040-1258	Boat parked/ stored.
446443	resolved	11/09/2020 08:54	11/17/2020	Code Issue	general	--	15718 Jersey Dr Jersey Village 77040-2146	Camper parked/stored on driveway.
446436	resolved	11/09/2020 08:51	11/12/2020	Code Issue	general	--	16110 Wall St Jersey Village 77040-1268	Boat parked/stored in excess of 7 days allowed.
446434	assigned	11/09/2020 08:49	--	Code Issue	general	--	16006 Juneau Ln Jersey Village 77040-2058	Tree clearance at sidewalk.
423182	resolved	11/06/2020 10:02	11/06/2020	Code Issue	general	--	16546 Village Dr Jersey Village 77040-1123	No Roofing Permits at 16546 and 16550 Village Dr.
421763	resolved	11/04/2020 15:33	11/10/2020	Code Issue	general	--	8050 Rio Grande St Houston 77040	Lost dog signs are up around the city, taped to stop signs and other traffic signs. These are up all over, not just at the location specified.



December 2020 Employee Of The Month

Our December 2020 Employee of the Month is Maria Thorne. Maria started with the City in July 2016 as the Utility/Accounting Clerk and was promoted to Administrative Secretary for Parks and Recreation in October 2020.

Maria assumed responsibilities serving as the Admin Assistant for the Parks and Recreation Department while handling the responsibilities of her previous position and has handled the increased workload wonderfully for two months now. She was very supportive and helpful on-boarding Monica and has trained her very effectively and efficiently.

Maria has dedicated additional time to ensure that all work (for both roles) is completed to the standard the city expects. She asks the appropriate questions when needed and has taken plenty of initiative which has led to a streamlined operation and transition for both departments.

In her previous role she helped to transform the utility billing process, and led the push behind the ability to send utility bills via email. She is always looking at ways for process improvement and her new role will continue to give her the latitude to do that.

Congratulations Maria and thank you for everything you do for the City of Jersey Village!



MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, HELD ON NOVEMBER 16, 2020 AT 7:00 P.M. PURSUANT TO SECTION 418.016 OF THE TEXAS GOVERNMENT CODE.

Pursuant to Section 418.016 of the Texas Government Code, on March 16, 2020, the Governor of the State of Texas granted the Office of the Attorney General's request for the temporary suspension of certain provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings that assemble large groups of people, as a precautionary measure to contain the spread of novel coronavirus COVID-19.

Accordingly, the public will not be allowed to be physically present at this Regular Session of the City Council of the City of Jersey Village, Texas, but the meeting will be available to members of the public and allow for two-way communications for those desiring to participate via telephone. To attend the meeting via telephone, please use the following toll-free number:

346-248-7799 along with Webinar ID: 868 8192 6393. If you do not wish to participate via telephone, you can view a live broadcast of the meeting on YouTube at <https://www.jerseyvillagetx.com/page/city.livestream>. The agenda follows:

A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

The meeting was called to order by Mayor Mitcham at 7:01 p.m. with the following present:

Mayor, Andrew Mitcham	City Manager, Austin Bless
Council Member, Drew Wasson	City Secretary, Lorri Coody
Council Member, Greg Holden	City Attorney, Scott Bounds
Council Member, Bobby Warren	
Council Member, James Singleton	
Council Member, Gary Wubbenhorst	

Staff in attendance: Mark Bitz, Fire Chief; Kirk Riggs, Chief of Police; Isabel Kato, Finance Director; Harry Ward, Director of Public Works; Robert Basford, Director of Parks and Recreation; and Bob Blevins, IT Director.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

1. Prayer and Pledge by: Council Member, Drew Wasson

C. CITIZENS' COMMENTS

Citizens who have signed a card and wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and City Council Members are prevented from discussing the subject and may respond only with statements of factual information or existing policy. Citizens are limited to five (5) minutes for their comments to the City Council.

Mark Maloy, 7803 Hamilton Circle, Jersey Village, Texas (713) 461-1430: Mr. Maloy spoke to City Council about regular agenda item #4 – Sale Tax Allocation. He wants to know about the allocation. He wants to know if the City chooses to re-allocate the sales tax collections, if the City will receive more monies before it reaches the new 3.5% cap. He gave background information about the tax allocation beginning back in 1995. He wants to know why the City wants to change this allocation now. He stated that the State Legislature worked to give tax relief to residents by

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setting the 3.5% cap on revenue for cities. He believes that over the years, the City Council has “stockpiled” monies for major projects without voter approval. He wants to know if City Council decides to reallocate the sales tax dollars from property tax relief to some other program, if such reallocation will permit the City to raise more monies before they reach the 3.5% cap. The Mayor stated that any reallocation changes will not affect this year’s revenues as it will not go into effect until it is presented to the citizens for a vote. This was confirmed by the City Attorney.

Mr. Maloy wanted to know if the residents will be told about how a change will affect the amount of monies the City takes in. The Mayor stated that the City will always be subject to the 3.5% state cap.

Mr. Maloy continued to ask if the City will get more monies by the reallocation. The Mayor stated that any changes will go to the residents to vote. We are not deciding anything tonight. The item is only for discussion.

Michael Stembridge, 15422 Jersey Drive, Jersey Village, Texas (832) 880-3809: Mr. Stembridge spoke to City Council about agenda item #2 – authorizing grant application for FEMA elevations. His home has flooded. He wants to be included in the home elevations. He is concerned about the TIRZ for his neighborhood. He cannot afford the TIRZ and believes it might be taxation without representation. He is concerned about the TIRZ increment and how it will be spent. Item 2 outlines that there will be 30 homes proposed for elevation, broken up into two grants of 15 homes. He spoke about the benefit cost analysis as detailed in the agenda packet. He believes that his home could be included and does not understand why his home has not been included for a home elevation. He cannot afford to move. He wants to know if he is going to be included. It does not appear that his home is included and wants to know when his home will be included. City Manager Bleess stated that being located in a TIRZ will not have any effects on the FEMA application. Council Member Warren explained how a TIRZ works and how it benefits him in that it is another method to mitigate flooding and thus will reduce the number of homes needing to be elevated. The Mayor explained how the FEMA applications work, stating that the application must be prepared in such a way that increases the chances for approval. He explained that there are many homes at risk to be considered. The process is not about favorites and is non-political.

D. CITY MANAGER’S REPORT

City Manager Bleess gave his monthly report as follows. He called attention to the November Employee of the Month, Danielle Cordova. There was discussion about how well the Golf Course is doing both financially and in terms of course improvements. The Mayor pointed out that all departments are doing well and thanked staff for their hard work.

- 1. Monthly Fund Balance Report, Enterprise Funds Report, Governmental Funds Report, Property Tax Collection Report – September 2020, General Fund Budget Projections as of October 2020, and Utility Fund Budget Projections – October 2020.**
- 2. Fire Departmental Report and Communication Division’s Monthly Report**

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3. **Police Department Monthly Activity Report, Warrant Report, Staffing/Recruitment Report, and Police Open Records Requests**
4. **Municipal Court Collection Report, Municipal Court Activity Report, Municipal Court Courtroom Activity Report, Speeding and Stop Sign Citations within Residential Areas Report, and Court Proceeds Comparison Report**
5. **Public Works Departmental Summary and Public Works Departmental Status Report**
6. **Golf Course Monthly Report, Golf Course Financial Statement Report, Golf Course Budget Summary, and Parks and Recreation Departmental Report**
7. **Code Enforcement Report**
8. **November Employee of the Month**

E. CONSENT AGENDA

The following items are considered routine in nature by the City Council and will be enacted with one motion and vote. There will not be separate discussion on these items unless requested by a Council Member, in which event the item will be removed from the Consent Agenda and considered by separate action.

1. **Consider approval of the Minutes for the Regular Session Meeting held on October 19, 2020.**
2. **Consider Resolution No. 2020-54, receiving the Capital Improvements Advisory Committee's November 2020 Semiannual Progress Report.**

RESOLUTION NO. 2020-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE'S NOVEMBER 2020 SEMIANNUAL PROGRESS REPORT.

3. **Discuss and take appropriate action concerning a progress report from the Owners of the property located at 16884 NW FWY, Jersey Village, Texas concerning the progress on the performance of the permitted work required under Ordinance 2019-11, which found the structures on the Property to be substandard and a public nuisance; ordered JERSEY VILLAGE LODGING, LLC to abate the substandard and dangerous structures on the Property within 180 days; authorized the repair or demolition of the structures on the Property if the owners fail to abate the substandard and dangerous structures; authorized a lien against the Property for the costs of repair or demolition; and made other findings and provisions related thereto.**

Council Member Warren moved to approve items 1 through 3 on the consent agenda. Council Member Singleton seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

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Nays: None

The motion carried.

F. REGULAR SESSION

1. Consider Resolution No. 2020-55, authorizing the City to seek reimbursement for any eligible Coronavirus Relief Fund (CRF) activity.

City Manager, Austin Bless, introduced the item. Background information is as follows:

Back in August the City Council approved Resolution 2020-40 authorizing the interlocal agreement with Harris County for Coronavirus Relief Fund (CRF) funding and dedicating \$300,000 of it for grants to local businesses that applied through the County. The City of Jersey Village is eligible for up to \$437,910 in CARES Act Funds.

We have been in regular communication with the consultant handling CRF funding for Precinct Four cities trying to see what the needs of the businesses in Jersey Village are based upon the County Small Business Program. The consultant has informed us they are unable to determine if the Small Business Program will be able to distribute the first round of funding before the deadline that we have of December 31 to spend the money.

As such they are recommending that the City submit reimbursement for the funding we are eligible for so we do not risk losing the funds.

The easiest way to receive these funds would be for the city to submit a reimbursement request for payroll expenses for Fire and Police Employees. The US Treasury Department has determined that jurisdictions will no longer have to demonstrate that public safety and public health employees' time was substantially dedicated to COVID-19 relief in order to receive reimbursement. Funding for them has been deemed a reimbursable expenses and is generally easy to get reimbursement for.

If the Council would like to do a Small Business Grant Program on our own utilizing city general funds staff could bring a proposed program to the Council for consideration in December.

The Action tonight would be to deallocate the \$300,000 to the Small Business Grant Program and allow City Staff to seek reimbursement for any eligible CRF activity.

Council engaged in discussion about the process of bringing the funding back to the City and how the monies can be spent. Some members felt that, if possible, some monies should be put aside to help small businesses in the City in addition to reimbursable expenses due to COVID. Others felt that the reimbursements should be made first and then have discussions about any amount available for small businesses.

With no further discussion on the matter, Council Member Warren moved to approve Resolution No. 2020-55, authorizing the City to seek reimbursement for any eligible

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Coronavirus Relief Fund (CRF) activity. Council Member Wasson seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

RESOLUTION NO. 2020-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY SEEK REIMBURSEMENT FOR ANY CORONAVIRUS RELIEF FUND (CRF) ACT ELIGIBLE ACTIVITY.

2. Consider Resolution No. 2020-56, authorizing applications for the FEMA FY20 FMA grant to elevate homes.

City Manager, Austin Bleess, introduced the item. Background information is as follows:

Staff is recommending that City Council authorize two grant applications for home elevations. Based upon guidance from our grant administrator we are proposing two applications.

Since 2017 there have been about 165 homes that have been identified for potential elevation. These homes are ones that have flooded multiple times and ones that are most susceptible to future flood events even after other flood mitigation projects, such as the expansion of the E100 branch of the bayou, the berm around the golf course, and street drainage improvement projects are completed. The list was created using data from FEMA and the Long-Term Flood Recovery Plan.

A preliminary benefit cost analysis was done for all those homes. A benefit cost analysis is a process used to measure the benefits of a home elevation (i.e. savings to the flood insurance program) minus the costs associated with doing the elevation. A BCA involves measurable financial metrics such as costs saved as a result of the decision to pursue a project.

The result of a BCA is a Benefit-Cost Ratio (BCR). A project is considered cost-effective when the BCR is 1.0 or greater. A BCR has a value of 1.0 when the costs and benefits equal. If the value is greater than 1 the benefits are greater than the costs. If it's less than 1 then the costs of the project are more than the benefits of it.

With any application the city submits the maximum number of houses we can apply for and reasonably expect to be funded is about 20 homes. That means it is going to take about 7-10 years of applications to apply for every home.

The BCA information from each home was used to put all the homes into groups so that each group would be over a 1.0. That came out to 9 different groups of homes. The homes

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that have a BCA of less than 1 need to be mixed into a group that has homes of a BCA higher than 1 so that all the homes combined have a BCA or higher than 1.

FEMA does have a “Benefit Cost Ratio – Standard + Additional” category. The additional includes things like social benefits, the number of volunteers that are required to help muck out houses after flooding, and how many people in the homework outside the home. The additional only comes in to play if the standard BCR is over 0.75. In our initial analysis we only look at the standard amounts. When those additional benefits are added in for homes, we can usually achieve a BCR of around 1.2 or 1.3.

Here are the general timelines that have occurred in the past. This does not mean the timelines are the same for future years but is meant to give an estimate of how long it takes.

The City will submit the application to the state in November.

The state will submit the application to FEMA in late January.

FEMA should identify applications for further review in late May. (This is the first step in the approval process.)

It could take anywhere from 10-20 months for final approval to be given. That means the award would not be final until March – December 2021. This is 16 – 26 months after the city submits the initial application to the state.

Once the award is final it will take about 4 months for home owners to select contractors (the city pre-qualifies contractors, and homeowners select one of the pre-qualified ones by the City), for contractors to come up with specifications for the exact work to be done.

Once that is done it takes about 4 months to get the funding for the first half of the homes to be elevated. It takes roughly 3 months for a home to be elevated.

Once 70% of the funds have been spent on elevating the first round of homes, the city requests funding for the second round of homes. It takes about 4 months to get funding from the state. It takes roughly 3 months for a home to be elevated.

In total it can take between 33 months to 43 months from application to project completion.

Application 1 has 16 homes to be elevated. Using the FEMA Benefit Cost Analysis Calculator this application has a Benefit Cost Ratio of 1.37. The total project is expected to be \$4,859,790, with the federal cost share being \$4,470,793 and a local cost share of \$388,997.

Application 2 has 14 homes to be elevated. Using the FEMA Benefit Cost Analysis Calculator this application has a Benefit Cost Ratio of 1.34. The total project is expected to be \$4,649,956, with the federal cost share being \$4,195,161 and a local cost share of \$454,795.

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City Manager Bless gave a PowerPoint presentation on the process. Topics included:

- How it works
- Elevations
- Repetitive Loss
- Severe Repetitive Loss
- Elevations Most Common
- Eligibility
- Benefit Cost Analysis
- Timeline
- Home Selection Process
- Staff Recommendation For FY 20 Application
- Other Things to Note
- Future Years

Council engaged in discussion about the Benefit Cost Ratio (BCR) and what BCR does the City try to reach when applying for FEMA funding. City Manager Bless stated that there really is no requirement set by FEMA, so he looks to what other cities are doing. With this in mind, he told the Council that most cities are at a 1.2 or 1.3 BCR.

There was discussion about applying for two grants as opposed to one. City Manager Bless stated that all grant applications are reviewed independently so having two will not jeopardize either of the applications. Some members wanted to know how homes are selected to be included in the grant application. City Manager Bless explained how homes are selected in order to have the best application. There was also discussion about the E100 project and the Wall Street Berm Project and how these projects will affect future flood maps, which will in turn affect homes in the floodway and their eligibility for FEMA teardown rebuild funding.

There was discussion about the progress the City has made since the flooding event in 2001 and how we have many options to work with to mitigate flooding.

With no further discussion, Council Member Holden moved to approve Resolution No. 2020-56, authorizing applications for the FEMA FY20 FMA grant to elevate homes. Council Member Wubbenhorst seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

RESOLUTION NO. 2020-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING APPLICATIONS FOR THE FEMA FY20 FMA GRANT TO ELEVATE HOMES.

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3. **Consider Ordinance No. 2020-26, continuing a Mayoral Declaration of Local Disaster due to public health emergency; waiving certain fees during the public health emergency; suspending the disconnection of water services during the public health emergency; providing restrictions on community gatherings; accounting for any potential conflict of laws; providing for a fine in an amount not to exceed five hundred dollars (\$500) for each offense; providing for severability; and, providing an effective date.**

City Manager, Austin Bless, introduced the item. Background information is as follows:

This ordinance extends the current declaration of local disaster, which is set to expire on December 1. The ordinance as drafted automatically expires on January 19, 2021 or if the Governor cancels all related COVID-19 orders, declarations, restrictions, and regulations. The City Council is scheduled to meet on January 18 and could extend the order at that point in time.

If Council wishes to end the declaration before January 19 staff has two option for Council to consider.

1. The city can seek reimbursement for expenses incurred through the end of this calendar year. So having the declaration expire on January 1, 2021 may be good for a reimbursement standpoint. Although we have incurred enough expenses to receive our full reimbursement from CRF through the County and staff does not anticipate applying for other FEMA funds as it relates to Coronavirus expenses.
2. The Council could choose not to extend this ordinance, at which point the current declaration would end on December 1, 2020.

The rest of the ordinance remains unchanged from what has been previously approved by the Council.

With limited discussion concerning past due water bills, Council Member Wubbenhorst moved to approve Ordinance No. 2020-26, continuing a Mayoral Declaration of Local Disaster due to public health emergency; waiving certain fees during the public health emergency; suspending the disconnection of water services during the public health emergency; providing restrictions on community gatherings; accounting for any potential conflict of laws; providing for a fine in an amount not to exceed five hundred dollars (\$500) for each offense; providing for severability; and, providing an effective date. Council Member Singleton seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

ORDINANCE NO. 2020-26

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS CONTINUING A MAYORAL DECLARATION OF LOCAL DISASTER DUE TO PUBLIC HEALTH EMERGENCY; WAIVING CERTAIN FEES DURING THE PUBLIC HEALTH EMERGENCY; SUSPENDING THE DISCONNECTION OF WATER SERVICES DURING THE PUBLIC HEALTH EMERGENCY; PROVIDING RESTRICTIONS ON COMMUNITY GATHERINGS; ACCOUNTING FOR ANY POTENTIAL CONFLICT OF LAWS; PROVIDING FOR A FINE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500) FOR EACH OFFENSE; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

4. Discuss and take appropriate action regarding the City of Jersey Village Sales Tax Allocations.

City Manager, Austin Bless, introduced the item. Background information is as follows:

Currently the city collects 2% sales tax. It is collected in three pieces:

Type of Sales Tax	Percentage of our 2%	Dollar Amount Collected
General Revenue	1%	\$3,928,322
Property Tax Relief	0.5%	\$1,964,161
Crime Control	0.5%	\$1,964,161

Back in 1969 the City adopted the 1% General Revenue Sales Tax. In 1995 the City adopted the 0.5% sales tax for Property Tax Relief. The Crime Control sales tax was last reauthorized in 2013.

When the legislature authorized cities to adopt a general revenue sales tax in 1967, it provided that the rate of the general revenue sales tax must be set at one percent—no higher and no lower. After initial adoption of a general revenue sales tax, cities had no authority to call an election to raise or lower the one-percent general revenue sales tax.

This general structure remained in place until 2015. House Bill 157, passed in 2015, authorizes a city to hold an election to impose its general sales tax at any rate that is an increment of at least one-eighth of one percent and that would not result in a combined rate that exceeded the maximum local sales and use tax rate of two percent. In other words, a city with an existing one-percent general revenue sales tax may now order an election to increase or decrease the tax, assuming that there is room under the two-percent local sales tax cap for any potential increase.

Legislation that passed in 2005 permits a city to repeal or lower one dedicated sales tax, and raise or adopt a different dedicated sales tax, all with one combined ballot proposition. The fact that this can be accomplished by one combined ballot proposition protects the city’s interest by eliminating the risk that one tax will be voted out by the citizens without the other tax being voted in.

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With the most recent changes in 2019 that the state legislature made to property tax rate calculations, the 0.5% portion of our city sales tax that is called “Property Tax Relief” impacts our property tax rate since revenues from the sales tax for property tax relief are subtracted from the city’s no-new-revenue tax rate and voter-approval property tax rate calculations. This subtraction has the effect of decreasing property tax revenue by an equivalent amount.

Because of this reduction, city staff has looked at ways to modify our sales tax allocation to limit the impact.

In accordance with current tax laws, the City is permitted to modify the sales tax allocations at 1/8 of a percent increments. Based upon our FY2019 sales tax collections, below is a listing of the amount of sales tax collected for each 1/8 increment:

Dollar Amount	Percent
\$ 491,040.25	1/8
\$ 982,080.50	1/4
\$ 1,473,120.75	3/8
\$ 1,964,161.00	1/2
\$ 2,455,201.25	5/8
\$ 2,946,241.50	3/4
\$ 3,437,281.75	7/8
\$ 3,928,322.00	1

There are several different options that the city has in modifying the sales tax allocations.

General Revenue

If the Council wanted to maintain the most flexibility on sales tax the “General Revenue” sales tax could be increased. This means the money would go to the General Fund and the City Council would set the budget priorities as they do every year during the budget season.

Economic Development

A portion of the sales tax could be dedicated Economic Development. There are two different types of Economic Development Sales Tax, Type A and B. These are explained in more detailed in the Exhibits.

For Economic Development sales tax the city itself does not expend sales tax proceeds. Instead, the city creates an economic development corporation that is governed by a board of directors. The board of the economic development corporation is responsible for deciding how to spend the proceeds of the sales tax for economic development. The city council must approve each expenditure; however, hence the city has a sort of “veto” power over the corporation. An economic development corporation is something that was suggested in the 2016 Comprehensive Plan and also during the update going on now.

Fire Control, Prevention, and Emergency Medical Services Districts

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The Local Government Code Chapter 344 authorizes a Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD), which is similar to a Crime Control Prevention District. A sales tax of up to 0.5% may be levied for this. Eligible costs include costs for personnel, administration, expansion, enhancement, and capital expenditures, fire apparatus and equipment, emergency communications centers, and several other things.

Street Maintenance

A portion of the sales tax could be dedicated for street maintenance. The revenue from this is spent to repair and maintain existing city streets and sidewalks. This sales tax revenue would need to be reauthorized by the voters every 10 years.

Crime Control Prevention District

The Crime Control Prevention District (CCPD) is something the City Council is familiar with as we have one in Jersey Village.

The Exhibit to this agenda item in the meeting packet is from the Texas Municipal League. It is a more in-depth synopsis of each type of Sales Tax, except the Fire Control, Prevention, and Emergency Medical Services District. The authorizing statute for that can be found here: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.344.htm>

Regardless of the desired option, if the Council wishes to change our allocation, such change will require it to be approved by the voters in May. The Council could put any type of allocation change at any 1/8 increment to the voters that they wish.

Tonight this item is for discussion and feedback. Based upon the discussion, staff and the city attorney will work to draft the necessary language and bring the next steps to the Council. If an election will be called, we will try to have the Council approval of the election in January so it can be held in May.

City Manager Bless address concerns indicated in public comments, stating that these discussions will not increase the monies only reallocate the monies.

Council engaged in discussion about sales tax allocations. There was discussion about how some of the options included in the meeting packet require a 10 year reauthorization. City Manager Bless stated that Street Maintenance and Crime Control and Prevention District have 10 year reauthorization requirements. City Attorney Bounds also addressed the question, stating that some options will have different time frames for reauthorization depending upon the tax in question. In connection with reauthorization, some were concerned that should Council decide to split the allocation up among the four different proposed options that there may be a risk of some not being reauthorized. Some wondered if the CCPD can be reallocated since it is up for reauthorization in 2023. City Attorney Bounds explained that the statute does not preclude the City from calling an election earlier than 2023 to reallocate sales tax funding.

In reviewing, some felt that all four categories are items desired by the residents. There is also the option to place it all in general revenue and have City Council allocate it during

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the budget process. However, there is something to be said about voters having a say in how the monies are allocated. The City has certainly had success with the CCPD as our Police Department is well ahead of most cities.

The Council discussed the four categories. There was also discussion about the property tax relief that is currently in effect. City Attorney Bounds explained that the property relief tax is designed to reduce the property tax. Some wondered if eliminating the tax relief will affect the calculation of the State 3.5% cap on revenues. City Attorney Bounds stated that it would permit the city to collect additional revenue that will not impact the property tax revenues.

There was discussion about the calculation and how the monies will be allocated and how it does affects property taxes. However, some felt that upon approval of a sales tax reallocation by the voters, it will not change the property tax rate. It was explained that the current property tax relief does affect the amount of tax ultimately paid by the tax payer.

There was discussion about new businesses and rebates to encourage redevelopment. It was mentioned that rebates are not taken into account in terms of the calculation for truth and taxation. So if we re-categorize the allocation, it will bring in new business and history has shown that we have been able to keep property taxes flat and even reduce them as a result.

The FCPEMSD was discussed. Some felt that residents would be interested in having fire department funds supplemented in this manner as they are familiar with this type of funding with our police department.

Others felt that more information is needed to determine the amount of allocation that could be made and for which options.

It was mentioned that by reallocating the sales tax revenues, the City gains flexibility in how the sales tax monies can be spent. The current sales tax relief was discussed further. Finance Director Kato explained the process and how it affects the taxes paid by the residents. Council Member Warren also explained the process by giving an example.

The reallocation is revenue neutral. The reallocation changes the City's cap but not what the residents will pay.

There was discussion about the Economic Development District options. Some were concerned about creating another District and not having members volunteer to serve on the Board.

There was also discussion about the benefits of creating a FCPEMSD. Some did not think that the Street Maintenance option is needed.

Regardless of the reallocation option the City Council choose, it will have to be approved by the voters. Therefore, it was pointed out that Council must weigh what the residents

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will ultimately want and vote to approve. The CCPD and FCPEMSD will most likely be appealing. The need for fire department funding was discussed.

All options were discussed. Most were not in favor of Street Maintenance. Over allocating restrictive funds was discussed.

Most members seemed to favor the CCPD and FCPEMSD, but more information is needed in terms of projecting future funding needs for these two department over the next 10 years in order to determine how to reallocate the sales tax dollars and at what percent.

It was the consensus of Council that reallocation is a good idea. However, any standing 380 Agreements must also be taken into consideration.

5. Discuss and take appropriate action concerning Charter amendments to be included on the May 2021 special election ballot in order that staff may begin preparations of the appropriate order to call this special election for Council’s final decision at the January 2021 meeting.

In accordance with Section 9.14 of the City’s Charter, Council during its Regular Session on July 20, 2020, appointed the 2020 Charter Review Commission to inquire into the operation of our city government and propose, if desirable, amendments to our Charter that would improve its effective application to our current conditions.

After conducting several meetings with staff, this Council, and the public, the Commission, made its report and recommendations to City Council on October 19, 2020. The report outlined the following recommended Charter Amendments:

1. Delete Sections 1.08 and 1.09 as follows:

~~Sec. 1.08. – Reserved.~~

~~Sec. 1.09. – Limitations on power of council.~~

~~The limitations on the powers of the City Council in Section 1.08 related to photographic traffic signal systems shall not apply to any contract or contractual obligation incurred by or on behalf of the City on or before January 1, 2016~~

2. Amend Section 2.12 as follows:

Sec. 2.12. – Publication of ordinances and other required public notices.

Except as otherwise **provided required** by law or this Charter, the city secretary shall give notice of the enactment of every ordinance imposing any penalty, fine or forfeiture for any violation of any of its provisions, and of every other ordinance required by law or this Charter to be published, by causing said ordinance, or its caption and penalty, to be published **(i) at least one time within ten (10) days after passage thereof in the official newspaper of the city, or (ii) by posting on the municipal bulletin board for City Council agendas at City Hall and on the city’s internet website continuously**

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for twenty (20) days after passage. Except as otherwise provided by law or this Charter, any requirement of the city council, or any board, department or official of the city, to provide notice with respect to any real or personal property, act, event, hearing, or other occurrence, by advertisement or notice, publication of such advertisement or notice on the municipal bulletin board and on the city's internet website, continuously for at least seventy two (72) hours or for such other longer time frame for advertisement or prescribed by law, if any, shall be sufficient public notice.

3. With respect to gender-neutral language, the Commission recommends that the entire text of the Charter be amended to reflect gender-neutral language.
4. With respect to Term Limits the Commission recommends the following changes:

The council shall be composed of a mayor and five (5) other councilmembers, each of whom, unless sooner removed under the provisions of this Charter or the laws of the State of Texas, shall serve for a term of two (2) years or until ~~his~~ **a** successor has been elected and installed. The members of the council, other than the mayor, shall be elected to and occupy a place on the council, such places being numbered One, Two, Three, Four and Five, respectively. Places One, Four and Five on the council shall be filled by **popular majority** vote each even-numbered year, and places Two and Three on the council shall be filled by **popular majority** vote each odd-numbered year. The office of mayor shall be filled by **popular majority** vote each odd-numbered year.

No person shall serve more than three (3) consecutive two-year terms as mayor, nor more than four (4) consecutive two-year terms as councilmember or a combination of mayor/councilmember. Any portion of a term served shall **not** count in calculating the total number of consecutive terms served. No person who has served four (4) consecutive terms as councilmember or mayor/councilmember shall hold office as mayor within the one-year period following the said four (4) terms of service.

No mayor or councilmember may qualify as a candidate for another municipal office if the term or any part thereof runs concurrently with each unless the person 1) files in writing the intent to run for the office with the City Secretary at least 60 days prior to the filing deadline for the office and 2) resigns from the municipal office the person presently holds.

In receiving the recommendations and after discussion, City Council agreed with recommendations 1 and 3.

With respect to recommendation 2, it was noted that the first sentence begins with “Except as otherwise required by...” but the second sentence begins with “Except as otherwise provided by...” The second sentence should be changed to coincide with the first and should read “Except as otherwise required by...” Staff has made this change so that item 2 will read as follows:

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2. Sec. 2.12. – Publication of ordinances and other required public notices.

Except as otherwise **provided required** by law or this Charter, the city secretary shall give notice of the enactment of every ordinance imposing any penalty, fine or forfeiture for any violation of any of its provisions, and of every other ordinance required by law or this Charter to be published, by causing said ordinance, or its caption and penalty, to be published **(i)** at least one time within ten (10) days after passage thereof in the official newspaper of the city, **or (ii) by posting on the municipal bulletin board for City Council agendas at City Hall and on the city's internet website continuously for twenty (20) days after passage. Except as otherwise required by law or this Charter, any requirement of the city council, or any board, department or official of the city, to provide notice with respect to any real or personal property, act, event, hearing, or other occurrence, by advertisement or notice, publication of such advertisement or notice on the municipal bulletin board and on the city's internet website, continuously for at least seventy two (72) hours or for such other longer time frame for advertisement or prescribed by law, if any, shall be sufficient public notice.**

With respect to item 4, most Council Members were supportive of not counting unexpired terms towards term limits. However, some were concerned about the vacancy caused by requiring resignation and the almost three (3) month vacancy gap it would create. Accordingly, City Council asked for additional information or language that clarifies the gap and asked that this item be placed upon this agenda to discuss further the recommended Charter Amendments.

Since October 19, 2020, City Staff, along with the City Attorney, have reworked item 4 in order to clarify the vacancy gap as well as identify the path toward filling vacant positions. Accordingly, following are the suggested language changes to item 4:

4. Sec. 2.01. – Number, selection and term of office.

(a) The council shall be composed of a mayor and five (5) other councilmembers, each of whom, unless sooner removed under the provisions of this Charter or the laws of the State of Texas, shall serve for a term of two (2) years or until **his a** successor has been elected and installed. The members of the council, other than the mayor, shall be elected to and occupy a place on the council, such places being numbered One, Two, Three, Four and Five, respectively. Places One, Four and Five on the council shall be filled by **popular majority** vote each even-numbered year, and places Two and Three on the council shall be filled by **popular majority** vote each odd-numbered year. The office of mayor shall be filled by **popular majority** vote each odd-numbered year.

(b) No person shall serve more than three (3) consecutive two-year terms as mayor, nor more than four (4) consecutive two-year terms as councilmember or a combination of mayor/councilmember. Any portion of a term served shall **not** count in calculating the

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total number of consecutive terms served. No person who has served four (4) consecutive terms as councilmember or mayor/councilmember shall hold office as mayor within the one-year period following the said four (4) terms of service.

(c) By filing a written application for a place on the ballot for another municipal office, a person who holds a municipal office automatically resigns from the municipal office that the person presently holds. A special election shall be called to fill the unexpired term, if any, of the resigning person; however, the resigning person may continue to hold the current office until the canvass of the election returns. To the extent of any conflict with Section 2.03, Vacancies, this subsection (c) shall prevail.

This item is for City Council to direct staff concerning Charter amendments to be included on the May 2021 special election ballot in order that staff may begin preparations of the appropriate order to call this special election for Council's final decision at the January 2021 meeting.

Council engaged in discussion. Each subject of the four proposed amendments will be a separate amendment. If approved, they will go into effect as a practical matter, upon adopting an Ordinance after the election canvass.

City Attorney Bounds explained the changes proposed for Section 2.01, which includes changing popular vote to majority vote, partial terms do not count toward term limits, and consecutive terms and the need to resign in order to run for another position on City Council.

Council discussed the need to resign option. The benefit was discussed. City Attorney Bounds pointed out that with this proposed amendment, the empty position is filled by the electorate as opposed to City Council. The process was discussed and how the general and special election would be called. The time table was discussed as well. Some members were not in favor of this amendment, but do favor the other three, pointing out that there is no compelling reason to make this change. Others did not agree.

Council discussed the pros and cons of this amendment. Some felt that this amendment is important because it gives the electorate the opportunity to put in place their choice to fill the vacant office. Some wondered if this rule will deter people from running for Mayor. The pros and cons of the current process were discussed.

It was the consensus that all agreed with deleting Sections 1.08 and 1.09, amending Section 2.12, and adding gender neutral language. The amendment for Section 2.01(c) was discussed in depth. It was decided that Staff should proceed with preparing an Ordinance to call an election on all four of the proposed amendments for Council's review and vote at the January 2021 City Council Meeting.

- 6. Consider Resolution No. 2020-57, authorizing the closure and capping of the Seattle water well in perpetuity and authorizing notice of such closure and capping to the**

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TCEQ along with the submission of a permit amendment to satisfy permitting requirements.

Public Works Director, Harry Ward, introduced the item. Background information is as follows:

The Seattle water well has major issues that exceed mechanical matters. Radionuclides levels are a significant health concern that can negatively affect the public. Excessive static level drawdowns will call for a more consecutive evaluation of the well's casing, impellers, etc.

Accordingly, a long-term sustainable, equitable solution, to close the well and cap the well is recommended in the Seattle Well Recommendation included with this item.

Public Works Director Ward gave further history concerning the operation of this well as well as the various options for moving forward.

Council engaged in discussion about how this well could be out of service for 20 years and be in this condition. While the Council was disappointed in the efforts of former staff members to maintain this well, they were thankful that the current Staff is addressing the issues. However, there was concern by some Members in capping the well in that they wondered about the City of Houston's capacity to provide us with water as well as their ability to carry out preventative methods.

There was also concern about having only two wells in the event that one fails. Some wondered if one well can provide 100% of the City's water needs. Director Ward confirmed that yes, one well can provide all of the City's service needs. He gave the capacity for each well, which exceeds the City's current usage. Some members were not comfortable with going down to two wells. There was also concern about closing the well with TCEQ and getting it back if needed. Nonetheless, Director Ward pointed out that \$400,000 is needed to put this well on-line and there is no guarantee that the water will be usable.

Village Center was discussed. Director Ward stated that more information is needed, but currently a City of Houston interconnect is planned for this development.

Water coverage for the City in the event that one well goes down was discussed as well as generators to support these wells. The cost of new wells was discussed. The Council also discussed the four (4) interconnects that the City has which include the City of Houston, two MUD's and one connect that lies under US HWY 290.

Well capacity was discussed as well as the City of Houston interconnect capacity. Currently our capacity exceeds our usage by four (4) times. Accordingly, some members felt we need to move forward with closing and capping this well.

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With no further discussion on the matter, Council Member Warren moved to approve Resolution No. 2020-57, authorizing the closure and capping of the Seattle water well in perpetuity and authorizing notice of such closure and capping to the TCEQ along with the submission of a permit amendment to satisfy permitting requirements. Council Member Wubbenhorst seconded the motion. The vote follows:

Ayes: Council Members Wasson, Holden, Warren, Singleton, and Wubbenhorst

Nays: None

The motion carried.

RESOLUTION NO. 2020-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CLOSURE AND CAPPING OF THE SEATTLE WATER WELL IN PERPETUITY AND AUTHORIZING NOTICE OF SUCH CLOSURE AND CAPPING TO THE TCEQ ALONG WITH THE SUBMISSION OF A PERMIT AMENDMENT TO SATISFY PERMITTING REQUIREMENTS.

G. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Council Member Singleton: Council Member Singleton thanked City Manager Bless for his work on FEMA grants. He told Council that Mr. Bless has brought this process to Jersey Village and has had incredible successful. He told Council that he has done research based on OPEN FEMA Datasets. He found that over 500 entities within Texas have received FEMA hazard mitigation grant money since 1989. In terms of most dollars awarded, Jersey Village placed 52nd. Jersey Village has received similar federal shares as the City of Brownsville, Bastrop County, Orange County, Victoria County, and the City of League City which is ten times our size. With

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this in mind, Council Member Singleton recognized staff for outperforming so many entities in Texas.

Council Member Warren: Council Member Warren thanked Council Member Singleton for the FEMA grant information. He also said that as we move into Thanksgiving it is important to focus on the things we are thankful for despite the hardships brought to us in 2020.

Council Member Wasson: Council Member Wasson thanked City Manager Bless for his hard work and for the hard work of all City Staff. He is grateful for the Mayor and Council for their hard work. He wishes all a healthy, happy, and grateful Thanksgiving.

Council Member Holden: Council Member Holden agrees with what has been said and believes the information provided by Council Member Singleton should be placed in the JV Star. He is thankful for City Council and Staff and all the hard work.

Council Member Wubbenhorst: Council Member Wubbenhorst thanked City Manager Bless for his hard work. He wishes all a happy and safe Thanksgiving.

Mayor Mitcham: Mayor Mitcham thanked Council Member Singleton for the great information on FEMA funds. He thanked City Manager Bless and Staff for their hard work, stating that they all have improved the quality of life for JV residents. He reminded everyone that there is still much going on with this pandemic. Please continue to wear your face mask and continue to patronize local businesses. Be careful. He thanked everyone for their hard work in putting this meeting together and stated that he appreciates the weekly updates. Happy Thanksgiving.

H. ADJOURN

There being no further business on the Agenda the meeting was adjourned at 10:00 p.m.

Lorri Coody, City Secretary



MINUTES OF THE SPECIAL SESSION MEETING OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, HELD ON NOVEMBER 17, 2020 AT 7:00 P.M. AT THE CITY OF JERSEY VILLAGE CIVIC CENTER AUDITORIUM, 16327 LAKEVIEW DRIVE, JERSEY VILLAGE, TEXAS 77040.

A quorum of the members of the Jersey Village City Council met on Tuesday, November 17, 2020, at 7:00 p.m. at the City of Jersey Village Civic Center Auditorium, 16327 Lakeview Drive, Jersey Village, Texas 77040 for the purpose of attending the TIRZ town hall meeting with the residents on Jersey Drive.

The following members attended the meeting:

Mayor, Andrew Mitcham;
Council Member, Drew Wasson;
Council Member, Greg Holden;
Council Member, Bobby Warren; and
Council Member, James Singleton.

Council Member, Gary Wubbenhorst was not in attendance.

No official business for the City of Jersey Village was conducted at this meeting.



Lorri Coody, City Secretary

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020

AGENDA ITEM: E2

AGENDA SUBJECT: Consider Resolution No. 2020-58, extending the term of the 2020 Comprehensive Plan Update Committee.

Dept./Prepared By: Lorri Coody, City Secretary **Date Submitted:**

EXHIBITS: [Resolution No. 2020-58](#)

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Chapter 14, Article II, Division 1, Section 14-23 of the Code of Ordinances of the City of Jersey Village provides that the City Council shall appoint a Comprehensive Plan Update Committee at least every four (4) years.

The Committee shall consist of seven regular members and three alternate members. Three regular members of the Committee shall be current members of the City's Planning and Zoning Commission.

Accordingly, on May 11, 2020, City Council appointed members to the Comprehensive Plan Update Committee for a term of six (6) months.

While the Committee has already met some 12 times, it has not yet completed its work.

This item is to extend the term of the 2020 Comprehensive Plan Update Committee through February 26, 2021.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2020-58, extending the term of the 2020 Comprehensive Plan Update Committee.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

RESOLUTION NO. 2020-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, EXTENDING THE TERM OF THE 2020 COMPREHENSIVE PLAN UPDATE COMMITTEE

WHEREAS, Chapter 14, Article II, Division 1, Section 14-23 of the Code of Ordinances of the City of Jersey Village provides that the City Council shall appoint a Comprehensive Plan Update Committee at least every four (4) years; and

WHEREAS, the Committee shall consist of seven regular members and three alternate members. Three regular members of the Committee shall be current members of the City's Planning and Zoning Commission; and

WHEREAS, the duties of the committee are:

- Inquiring into the progress and implementation of the Comprehensive Plan;
- Evaluating any changes in conditions that form the basis of the Comprehensive Plan;
- Evaluating community support for the Comprehensive Plan's goals, strategies, and actions; and
- Recommending changes to the Comprehensive Plan to the Planning and Zoning Commission, who in turn shall make a final recommendation to City Council; and

WHEREAS, on May 11, 2020, City Council appointed members to the 2020 Comprehensive Plan Update Committee for a term of six (6) months; and

WHEREAS, while the 2020 Comprehensive Plan Update Committee has met some 12 times since their initial meeting on June 8, 2020, it has not yet completed its work; and

WHEREAS, it is the desire of this Council to extend the term of the 2020 Comprehensive Plan Update Committee to allow the Committee to complete their work; **NOW THEREFORE;**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS

THAT, the term of the 2020 Comprehensive Plan Update Committee is extended until February 26, 2021.

PASSED AND APPROVED this the **21st day of December, 2020.**

ATTEST:

Andrew Mitcham, Mayor

Lorri Coody, City Secretary



CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST

AGENDA DATE: December 21, 2020

AGENDA ITEM: E3

AGENDA SUBJECT: Consider Ordinance No. 2020-27, amending the General Fund Budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 in the amount not to exceed \$314,220 to amend various line items from the General Fund at the same time amending the Impact Fee Fund by increasing line item 04-45-5515 Consultant Services not to exceed \$45,400 from the Impact Fee Fund Balance for the fiscal year beginning October 1, 2019 and ending September 30, 2020 and amending the Court Technology/Security Fund by increasing line item 12-28-6574 Computer Software in the amount not to exceed \$9,000 from the Court Technology/Security Fund Balance all these amendments are in order to provide for the over budget line items.

Department/Prepared by: Isabel Kato

Date Submitted: December 2, 2020

EXHIBITS: [Ordinance 2020-27](#)
[Exhibit A](#) – Budget Transfer-Amendment - End of Year FY 19-20

BUDGETARY IMPACT:	Required Expenditure:	\$ 368,620
	Amount Budgeted:	\$ 0
	Appropriation Required:	\$ 368,620

CITY MANAGER APPROVAL: ab

BACKGROUND INFORMATION:

In reviewing the governmental funds financial statements, we realized that some line items were over budgeted due to unforeseen expenditures necessary for the operation of the City. The budget to actual comparisons must be presented within the Comprehensive Annual Financial Report (CAFR) for all the individual governmental funds with legally adopted annual budget, in this case the General Fund, Impact Fee Fund and the Court Technology Fund. For this reason, it is necessary to request from City Council the approval of these budget amendments to the various line items included on the attached schedule in order to make the necessary adjustments before the closing of fiscal year 2019-2020.

It is important to note that the majority of the budget adjustments in the general fund are transfers between line items within the departments and that only \$30,200 will be appropriated from the General Fund balance. In the case of the Impact Fee and Court Technology Fund, the budget amendments will be appropriated from their respective fund balances.

RECOMMENDED ACTION:

MOTION: To approve Ordinance No. 2020-27, amending the General Fund Budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 in the amount not to exceed \$314,220 to amend various line items from the General Fund at the same time amending the Impact Fee Fund by increasing line item 04-45-5515 Consultant Services not to exceed \$45,400 from the Impact Fee Fund Balance for the fiscal year beginning October 1, 2019 and ending September 30, 2020 and amending the Court Technology/Security Fund by increasing line item 12-28-6574 Computer Software in the amount not to exceed \$9,000 from the Court Technology/Security Fund Balance all these amendments are in order to provide for the over budget line items.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 IN THE AMOUNT NOT TO EXCEED \$314,220 TO ADJUST VARIOUS LINE ITEMS IN THE GENERAL FUND AND AMENDING THE IMPACT FEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 BY INCREASING LINE ITEM 04-45-5515 CONSULTANT SERVICES FROM THE IMPACT FEE FUND BALANCE IN THE AMOUNT NOT TO EXCEED \$45,400 AND AMENDING THE COURT TECHNOLOGY/SECURITY FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 BY INCREASING LINE ITEM 12-28-6574 COMPUTER SOFTWARE IN THE AMOUNT NOT TO EXCEED \$9,000 FROM THE COURT TECHNOLOGY SECURITY FUND BALANCE.

WHEREAS, subsequent to the adoption of the annual budget for the City of Jersey Village for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the City has expenditure changes; and

WHEREAS, the City Manager has recommended that such budget be amended to reflect such revenues and expenditures in accordance with Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City Council finds and determines that the budget should be amended as recommended by the City Manager; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1. The recitals contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted.

Section 2. The annual budget of the City of Jersey Village, Texas for the fiscal year beginning October 1, 2019 and ending September 30, 2020, is hereby amended by increasing the appropriations to the account contained therein as provided in the attached:

- Exhibit A – Budget Transfer-Amendment - End of Year FY 19-20

Section 3. 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 Jersey Village, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED this 21st day of December, 2020

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary





CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount
01-12-9761	01-12-5023	\$58,750
01-12-9761	01-12-6570	\$27,000
01-13-4504	01-13-6574	\$25,000
01-13-5515	01-13-6574	\$7,600

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	To Line Item	Amount
<input type="checkbox"/> General Fund	_____	_____
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input type="checkbox"/> Other _____	_____	_____

Justification

In reviewing the governmental funds financial statements, we realized that some line items were over budgeted due to unforeseen expenditures necessary for the operation of the City. The budget to actual comparisons must be presented within the Comprehensive Annual Financial Report (CAFR) for all the individual governmental funds with legally adopted annual budget.

Requested by: Isabel Kato

Signed: Isabel Kato Date 12-03-2020

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist Digitally signed by Isabel Kato Date: 2020.12.03 08:57:01 -06'00' Signed: _____ Date: <u>12-03-2020</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Digitally signed by Austin Bless Date: 2020.12.03 15:04:04 -06'00' Signed: <u>Austin Bless</u> Date: _____
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Form Modified May 2020



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	To Line Item	Amount
<input checked="" type="checkbox"/> General Fund	<u>01-15-3001</u>	<u>\$13,200</u>
<input checked="" type="checkbox"/> General Fund	<u>01-15-5501</u>	<u>\$17,000</u>
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input type="checkbox"/> Other _____	_____	_____

Justification

These budget amendments are necessary because of adjustments in salary due to salary survey and increase in credit card fees due to the COVID 19 pandemic.

Requested by: Isabel Kato

Signed: Isabel Kato Date 12-03-2020

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist Signed: <u>Isabel Kato</u> <small>Digitally signed by Isabel Kato Date: 2020.12.03 09:08:11 -06'00'</small> Date: <u>12-03-2020</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Signed: <u>Austin Bless</u> <small>Digitally signed by Austin Bless Date: 2020.12.03 15:00:17 -06'00'</small> Date: _____
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Form Modified May 2020



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount
01-21-3001	01-21-5515	\$11,150
01-23-4501	01-23-3001	\$3,000
01-23-3503	01-23-3001	\$2,000
01-23-3504	01-23-3001	\$1,120

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	To Line Item	Amount
<input type="checkbox"/> General Fund	_____	_____
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input type="checkbox"/> Other _____	_____	_____

Justification

In reviewing the governmental funds financial statements, we realized that some line items were over budgeted due to unforeseen expenditures necessary for the operation of the City. The budget to actual comparisons must be presented within the Comprehensive Annual Financial Report (CAFR) for all the individual governmental funds with legally adopted annual budget.

Requested by: Isabel Kato

Signed: Isabel Kato Date 12-03-2020

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist Digitally signed by Isabel Kato Date: 2020.12.03 09:21:40 -06'00' Signed: <u>Isabel Kato</u> Date: <u>12-03-2020</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Digitally signed by Austin Bleess Date: 2020.12.03 15:01:41 -06'00' Signed: <u>Austin Bleess</u> Date: _____
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Form Modified May 2020



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount
01-25-5515	01-25-3001	\$40,000
01-25-5515	01-25-3007	\$26,000
01-31-3001	01-31-5515	\$28,100

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	<u>To Line Item</u>	<u>Amount</u>
<input type="checkbox"/> General Fund	_____	_____
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input type="checkbox"/> Other _____	_____	_____

Justification

In reviewing the governmental funds financial statements, we realized that some line items were over budgeted due to unforeseen expenditures necessary for the operation of the City. The budget to actual comparisons must be presented within the Comprehensive Annual Financial Report (CAFR) for all the individual governmental funds with legally adopted annual budget.

Requested by: Isabel Kato

Signed: Isabel Kato Date 12-03-2020

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist Digitally signed by Isabel Kato Date: 2020.12.03 09:28:54 -06'00' Signed: <u>Isabel Kato</u> Date: <u>12-03-2020</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Digitally signed by Austin Bless Date: 2020.12.03 14:58:52 -06'00' Signed: <u>Austin Bless</u> Date: _____
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Form Modified May 2020

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount
01-32-3534	01-32-3001	\$10,000
01-32-4002	01-32-3001	\$7,000
01-32-5016	01-32-3007	\$17,000
01-36-3514	01-36-3007	\$5,800

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	To Line Item	Amount
<input type="checkbox"/> General Fund	_____	_____
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input type="checkbox"/> Other _____	_____	_____

Justification

In reviewing the governmental funds financial statements, we realized that some line items were over budgeted due to unforeseen expenditures necessary for the operation of the City. The budget to actual comparisons must be presented within the Comprehensive Annual Financial Report (CAFR) for all the individual governmental funds with legally adopted annual budget.

Requested by: Isabel Kato

Signed: Isabel Kato Date 12-03-2020

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist Digitally signed by Isabel Kato Date: 2020.12.03 09:37:54 -06'00' Signed: _____ Date: <u>12-03-2020</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Digitally signed by Austin Bleess Date: 2020.12.03 15:01:04 -06'00' Signed: <u>Austin Bleess</u> Date: _____
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Form Modified May 2020



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount
01-39-6516	01-39-4007	\$6,500
01-13-5515	01-13-3001	\$8,000

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	To Line Item	Amount
<input checked="" type="checkbox"/> Impact Fee Fund	<u>04-45-5515</u>	<u>\$45,400</u>
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input checked="" type="checkbox"/> Other <u>Court Technology</u>	<u>12-28-6574</u>	<u>\$9,000</u>

Justification

In reviewing the governmental funds financial statements, we realized that some line items were over budgeted due to unforeseen expenditures necessary for the operation of the City. The budget to actual comparisons must be presented within the Comprehensive Annual Financial Report (CAFR) for all the individual governmental funds with legally adopted annual budget.

Requested by: Isabel Kato

Signed: Isabel Kato Date 12-03-2020

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist Digitally signed by Isabel Kato Date: 2020.12.03 09:45:13 -06'00' Signed: <u>Isabel Kato</u> Date: <u>12-03-2020</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Digitally signed by Austin Bleess Date: 2020.12.07 09:41:23 -06'00' Signed: <u>Austin Bleess</u> Date: _____
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Form Modified May 2020

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020

AGENDA ITEM: E4

AGENDA SUBJECT: Consider Resolution No. 2020-59, appointing an Emergency Management Coordinator and an Assistant Emergency Management Coordinator for the City of Jersey Village.

Department/Prepared By: Fire / Mark Bitz

Date Submitted: November 24, 2020

EXHIBITS: [Resolution No. 2020-59](#)
[Exhibit A](#) – 2021 TDEM-147 - Appointment Form

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The State of Texas Governors Division of Emergency Management and the Texas Department of Homeland Security requires that each local government appoint/re-appoint their emergency manager and assistant emergency manager. The EMC for the city has been the Fire Chief and the Assistant EMC has been the Police Chief. This documentation is submitted yearly for update and can be signed by either the Mayor or the City Manager on the Mayors behalf. Attached you will find the State Form DEM 147, required to be submitted to the State of Texas.

It is staff's recommendation that council authorize Mayor Andrew Mitcham to sign the documentation appointing the Fire Chief to serve as the Emergency Management Coordinator and the Police Chief to serve as Assistant Emergency Management Coordinator.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2020-59, appointing an Emergency Management Coordinator and an Assistant Emergency Management Coordinator for the City of Jersey Village.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

RESOLUTION NO. 2020-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING AN EMERGENCY MANAGEMENT COORDINATOR AND AN ASSISTANT EMERGENCY MANAGEMENT COORDINATOR.

WHEREAS, Section 418.101 of the Government Code, authorizes that the presiding officer of the governing body of each political subdivision shall notify the division, that is, the Governor’s Office of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program; and

WHEREAS, the presiding officer of the governing body of an incorporated city is designated as the emergency management director for the officer's political subdivision and as such may designate persons to serve as Emergency Management Coordinator and Assistant Emergency Management Coordinator; and

WHEREAS, the State of Texas requires that the presiding officer of political subdivision report such appointments on a specifically prescribed form, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes.

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

Section 1. In accordance with Section 418.101 of the Government Code, the Mayor of the City of Jersey Village designates the Fire Chief as the city’s emergency management coordinator and the Chief of Police as the city’s assistant emergency management coordinator.

Section 2. The emergency management coordinator shall serve as an assistant to the emergency management director for emergency management purposes.

Section 3. The Mayor shall be authorized to execute on behalf of the City of Jersey Village the necessary documents to be filed with the State of Texas to perfect these appointments.

PASSED AND APPROVED this 21st day of December 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR NOTIFICATION

Section 418.101 of the Texas Government Code states: *“The presiding officer of the governing body of each political subdivision will notify the Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information.”* **This form is used to make the required notification to TDEM in accordance with Governor Executive Order GA-05 submitted annually by the 1st of February of each year or within 30 days of any change of elected or appointed officials.**

The information on this form may be released to those inquiring about local emergency management programs pursuant to the Texas Open Records Act. Hence, TDEM recommends that you provide business addresses and mobile telephone numbers rather than home addresses and telephone numbers.

COUNTY:		<i>(Required)</i>
Jurisdiction:		<i>(City or County Name)</i>
Official’s Title:		<i>(Mayor/Judge)</i>
Name:		<i>(First & Last Name)</i>
Mailing Address:		<i>(The best address to receive mail)</i>
City, State, Zip:		
Office Number:		
Cell Number:		
Fax Number:		
E-mail:		<i>(Please include – this is a back-up for mailing)</i>
24 Hr Contact #:		

EMERGENCY MANAGEMENT PROGRAM APPOINTMENT STATUS

I HAVE NOT appointed an Emergency Management Coordinator and will personally direct the local emergency management program.

I HAVE appointed/re-appointed the Emergency Management Coordinator identified below to conduct the emergency management program for this jurisdiction. The effective date of the appointment is: _____

We share our EMC with _____ (name of jurisdiction).

If the COUNTY Emergency Management Coordinator has been appointed to other jurisdictions within the county, the County Judge and the participating City Mayors must sign this form.

(See the third page for additional signature blocks.)

The EMC for this jurisdiction is (please select one):

Paid, Full Time, EMC only

Paid, Full Time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, Etc.) *(please specify other duty/duties)* _____

Paid part time, EMC only

Paid, Part Time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, Etc.) *(please specify other duty/duties)* _____

Unpaid/volunteer EMC only

Unpaid/Volunteer, EMC and other volunteer job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, Etc.) *(please specify other duty/duties)* _____

Other *(please describe)* _____

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

EMERGENCY MANAGEMENT COORDINATOR		
	Coordinator	Asst Coordinator
Name:		
Mailing Address:		
City, State, Zip:		
Office Phone:		
Cell Number:		
Fax Number:		
E-mail Address:		
24 Hr Contact #:		
Emergency Operations Center #:		

Check this box if the information above contains personal information pertaining to a law enforcement official such as personal home or cellular phone number, and/or home mailing or personal email address.

Judge's or Mayor's Signature

Date

PLEASE RETURN TO:

Texas Division of Emergency Management

Operations Section

P.O. Box 15467 Austin, TX 78761

Phone: (512) 424-2208

Email: soc@dps.texas.gov

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** E5

AGENDA SUBJECT: Consider Resolution 2020-60, authorizing the City Manager to enter into an agreement with BBG Consulting Inc. to perform Community Development Services for the City.

Department/Prepared By: Lorri Coody **Date Submitted:** December 9, 2020

EXHIBITS: [Resolution No. 2020-60](#)
 [Exhibit A](#) – BBG Consulting, Inc. Agreement

BACKGROUND INFORMATION:

The City has tried to hire a full time inspector for over a year and has not been able to do so. It is apparently a difficult position to fill and peer cities are also challenged. An efficient alternative to hiring in-house staff for this is to outsource it. As such, as part of the budgeting process for FY21 the City eliminated the position of full time inspector and increased the amount of funds allocated to outside inspectors. BBG Consulting Inc. has been performing these services for the City for several years.

This agreement, with its accompanying scope of work and fee table will tighten our affiliation and ensure a more professional overall relationship and level of accountability. The scope of services generally allows for them to perform Inspections, Plan Reviews, Jobsite Maintenance, Code Enforcement, a reporting function and Building Official Services, only as instructed by the City. BBG Consulting, Inc. will perform this work as a fully licensed entity empowered to perform this work for the City.

RECOMMENDED ACTION:

MOTION: To approve Resolution 2020-60, authorizing the City Manager to enter into an agreement with BBG Consulting Inc. to perform Community Development Services for the City.

RESOLUTION NO. 2020-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BBG CONSULTING, INC. TO PERFORM COMMUNITY DEVELOPMENT SERVICES FOR THE CITY.

WHEREAS, the City has tried to hire a full time inspector for over a year and has not been able to do so; and

WHEREAS, it is apparently a difficult position to fill and peer cities are also challenged; and

WHEREAS, an efficient alternative to hiring in-house staff for this is to outsource it; and

WHEREAS, as such, as part of the budgeting process for FY21 the City eliminated the position of full time inspector and increased the amount of funds allocated to outside inspectors; and

WHEREAS, BBG Consulting Inc. has been performing these services for the City for several years; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

THAT the City Manager is authorized to enter into an agreement with BBG Consulting, Inc. to perform Community Development Services for the City.

PASSED AND APPROVED this 21st day of December 2020.

ATTEST:

Andrew Mitcham, Mayor

Lorri Coody, City Secretary



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

BBG CONSULTING, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the “Agreement”), is made on the date indicated below, by and between the City of Jersey Village, a body corporate and politic under the laws of the State of Texas (the “City”) and BBG Consulting, Inc. (Kevin Taylor, President; 201 Westheimer Rd., Unit G, Houston, TX, 77006; P: 972-746-6671; ktaylor@BBGCode.com) (the “Consultant”).

WHEREAS, the **City** desires to contract with the **Consultant** for professional planning services, as discussed below;

WHEREAS, the **Consultant** represents that it is fully capable of making and qualified to provide assistance to the **City**, and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I – SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain services as defined in “Exhibit A,” attached hereto and made a part hereof, hereinafter sometimes called “Scope of Work,” and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. “Exhibit “B,” describing pricing, is also included and sets forth the specific fees applicable to the scope of work.

SECTION II – CHARACTER AND EXTENT OF SERVICES

- A. The **Consultant** shall render all the professional services as defined in “Exhibit A” attached hereto.
- B. The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

SECTION III – TIME FOR PERFORMANCE

The time for performance is for the current year beginning no earlier than **January 1, 2021** and may be extended each year by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

SECTION IV – COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, hereunder, and **Consultant’s** performance. **Consultant** agrees that the **City** shall have the right to use all exhibits,

maps, reports, analyses, and other documents prepared or compiled by **Consultant**, pursuant to this Agreement, and **Consultant** shall and does hereby agree to indemnify and hold harmless the **City**, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of **Consultant**, its officers, agents, employees, invitees, or other persons for whom it is legally liable, with regard to the performance of this Contract.

SECTION V – THE CONSULTANT’S COMPENSATION

For, and in consideration of, the services rendered by the Consultant, pursuant to this Agreement, the City shall pay to the Consultant the amount detailed in "Exhibit B"; Compensation shall be only for services rendered as requested by the City in official communication from the City.

SECTION VI – TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows: Within thirty (30) days of the end of each calendar month, during the performance of the individual assignments, **Consultant** shall submit to the **City** an invoice, in a form acceptable to the **City**. This invoice shall set forth the charges for the services provided, which were completed during such billing period, and the compensation which is due for same. The invoice must contain the description of services. The **City** shall review the same and approve it with such modifications, as it may deem appropriate. The **City** shall pay each invoice, as approved, within thirty (30) days after receipt of a true and correct invoice by the **Consultant** to the **City**. The approval or payment of any such invoice shall not be considered evidence of performance by the **Consultant** to the point indicated by such invoice, or of the receipt of, or acceptance by the **City** of the work covered by such invoice.

SECTION VII – ADDRESS AND NOTICES AND COMMUNICATIONS

- A. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to the other by this Agreement shall be given in writing, addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service, guaranteed “next day delivery,” addressed to the party to be notified, (iv) by sending the same by facsimile with confirming copy sent by mail, or (v) by email, with receipt, from the Building Official, or her/his designee. Notice deposited in the United States Mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:
- B. All notices and communications under this Agreement shall be sent to the **Consultant** at the following address: TX BBG Consulting, Inc.; ATTN: Kevin Taylor; 201 Westheimer Rd., Unit G; Houston, TX 77006; ktaylor@BBGCode.com.
- C. All notices and communications under this Agreement shall be sent to the **City** at the following

address: City of Jersey Village, Attn: City Manager, 16327 Lakeview Dr, Jersey Village, TX 77040; ableess@jerseyvillagetx.com.

D.

SECTION VIII – SUCCESSORS AND ASSIGNS

The **City** and the **Consultant** bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither the **City** nor the **Consultant** shall assign, sublet, or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

SECTION IX – MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

SECTION X – MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification in writing signed by both parties hereto.

SECTION XI – AUTHORITY OF CITY MANAGER

All work to be performed by the **Consultant** hereunder shall be performed to the satisfaction of the City Manager and the Director of Development Services of the **City**. The City Manager or the Public Works Director (or designated authority) shall decide any and all questions which may arise as to the quality or acceptability of the work performed by the **Consultant**, and the decisions of the City Manager or Public Works Director (or designated authority) in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Manager or Public Works Director to alter, vary, or amend this Agreement without the written authorization of the City and the Consultant.

SECTION XII – MISCELLANEOUS

- A. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of any provision of this Agreement.
- B. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one (1) business day by the **Consultant**.

- C. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
- D. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
- E. 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, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
- F. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
- G. Attorney Fees and Costs. The prevailing party in any dispute or legal proceedings enforcing this Agreement shall be entitled to recover its attorney's fees, witness fees, litigation expenses and costs, as same are reasonable and necessary, to be paid by the non-prevailing party.
- H. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement, or damages for breach of this Agreement, shall be paid and due in Harris County, Texas, which is the county in which the principal administrative office of the **City** is located. It is specifically agreed, among the parties to this Agreement, that this Agreement is fully performable in Harris County, Texas.
- I. No Joint Venture/Independent Contract: The parties agree that this Agreement is not intended to create, nor does create, a joint venture between the parties, and **Consultant**, at all times, is retained as an independent contractor and not an employee of the **City**.
- J. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- K. Iran, Sudan, and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the **Consultant** represents and certifies that, at the time of execution of this Agreement, neither the **Consultant**, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) 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. The term "foreign terrorist

organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- L. Non-Hire. Without the prior written consent of the other Party, neither Party shall, during the term of this Agreement, or for one year thereafter, either directly or indirectly, hire or otherwise engage, or cause, aid or assist any other person or entity (including its subsidiaries, parents or other affiliates) to hire or otherwise engage, any current or former employee of the other Party for a period of one year after the termination of such individual's employment relationship with such other Party.

SECTION XIII – INDEMNITY, INSURANCE, AND LIABILITY

- A. **THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY FROM, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE EQUIPMENT AND SERVICES CONTEMPLATED IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES ARISING FROM, OR RELATED TO, IN ANY WAY, MANNER, OR FORM, THE ACT OR OMISSION OF THIRD PARTIES. THE CONSULTANT FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE INDEMNITEES ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR RELEASE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE INDEMNITEES, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, THE CONSULTANT SHALL PAY TO THE INDEMNITEES, AS APPLICABLE, ALL ATTORNEY'S FEES INCURRED BY SUCH PARTIES IN ENFORCING THE CONSULTANT'S INDEMNITY IN THIS SECTION.**
- B. **TO THE EXTENT ALLOWED UNDER LAW, THE INDEMNITEES SHALL NOT BE LIABLE FOR, FROM, OR AGAINST, AND THE CONSULTANT HEREBY RELEASES THE INDEMNITEES FOR, FROM, AND AGAINST, ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE CONSULTANT, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, OF ANY TYPE OF DEGREE OR FAULT, OF THE INDEMNITEES ARISING FROM, OR RELATED TO, IN ANY WAY, MANNER, OR FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PORTION OF, THIS AGREEMENT.**
- C. **THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.**
- D. **THE SERVICES PROVIDED UNDER THIS AGREEMENT BY THE CONSULTANT FOR THE CITY SHALL BE PERFORMED IN A DILIGENT, PROFESSIONAL, AND WORKMANLIKE MANNER IN GOOD FAITH AND ACCORDING TO GOOD INDUSTRY PRACTICES. THE SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE WARRANTED BY THE CONSULTANT THROUGHOUT THE TERM .**
- E. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL,**

INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

- F. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.
- G. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY EITHER PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT EITHER PARTY MAY HAVE BY OPERATION OF LAW.**
- H. **THE CITY HEREBY EXPRESSLY RETAINS ANY AND ALL OF THE GOVERNMENTAL IMMUNITIES THAT IT POSSESS.**
- I. **No Personal Liability**: Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement.
- J. **Insurance Requirements**: When this Agreement requires insurance coverage, the Consultant shall obtain and to cause all of its agents to obtain comprehensive liability insurance coverage, including workers' compensation or a self-insurance plan in lieu thereof, at all times during the term of this Agreement in the amounts acceptable to the City, with the City being named as additional insured on certain coverages on a primary and non-contributory basis due to any damage, injury, or death attributed to the Consultant or its agents while performing this Agreement, and with the Consultant providing waivers of subrogation in favor of the City on all coverages. The Consultant shall submit copies of such endorsements with its certificate of insurance.

SIGNATURES

IN WITNESS WHEREOF, the City has lawfully caused these presents to be executed by the authorized representative of the **City**, and the corporate seal of the City shall be hereunto affixed and shall be attested by the City Secretary; and the **Consultant**, acting by its thereunto duly authorized representative, does now sign, execute, and deliver this Agreement. This Agreement is the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

APPROVED BY THE PARTIES ON _____ 2020.

FOR: THE CITY

FOR: THE CONSULTANT

Austin Bleess, City Manager

Kevin Taylor, President

Attest:

Lorri Coody, City Secretary

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Exhibit "A"

I. Scope of Services

A. Inspections and Plan Review.

The **City** shall provide **Consultant** with a list of Inspections and Plan Review required to be completed. **Consultant's** designated inspector shall make a diligent effort to complete every inspection assigned to him/her each day.

Re-Inspections and Plan Review – The procedures for requesting and performing them will be the same as regular Inspections and Plan Review.

B. Jobsite Maintenance and Code Enforcement.

When requested, **Consultant** will perform weekly jobsite maintenance inspections and issue notices to contractors for cleanliness, tree protection, SWPPP, and sanitation requirements, as detailed in the City of Jersey Village Code of Ordinances. Notices will be posted by **Consultant** on site for the contractors, and pictures and detailed comments will be sent to the Building Official.

Substandard cases will be guided through the established procedures, as adopted by the City of Jersey Village. **Consultant** will provide additional staff, as requested by the City of Jersey Village.

C. Monthly Reporting.

Consultant will provide the **City** with a monthly report in a manner, format, and detail as approved by the **City**. Monthly reporting will include, but not be limited to, a summary of all work performed as described within this section.

D. Building Official Services.

Consultant will work closely with City staff to ensure that the transition operates in the best interest of the **City**.

It is understood that these services shall include comprehensive activities, including, but not limited to, serving as Building Official, building permitting, inspection and plan review activities, providing guidance for City permit technicians, making recommendations to the Director regarding all aspects of community development operations, and assisting the Director with all community development-related issues.

The **Consultant**, when not on site, will remain available to City Staff, citizens, and the development community during business hours. The **City** will assist with ensuring that all emails and phone calls are transferred to the **Consultant** when not on site. The **Consultant** will be responsible for responding to all inquiries in a timely manner.

Consultant shall meet on a weekly basis with **City** to review and discuss projects and issues. Both **City** and **Consultant** will be responsible for immediately informing the other of any developments found that might impact the success of the Services, as it relates to perception, changes to the Services, and so forth.

Consultant agrees to perform the Services in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, Chapter 9 of the City of Jersey Village Ordinances, excluding section 9-18, rules, and regulations relating to the services to be provided hereunder and **Consultant's** performance. The Services provided will be with the best faith and effort with the City's interest in mind. It is incumbent on the **City** to provide a level of authority to **Consultant** in order to perform the Services at the highest standards.

Consultant agrees to provide a monthly report indicating all work performed for the City.

City of Jersey Village proposal

Exhibit “B”

I. Fee Details

A. Inspections – Inspections shall be performed within 24 hours of notification by the **City**. All reasonable effort shall be made by **Consultant** to perform inspections when, at the request of the **City**, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to the **City**. **Consultant** will provide next day inspection services for all inspection requests received before 5 pm.

B. Plan Review – Plans shall be picked up by BBG within 48 hours from the time of notification from the **City**. **Consultant** shall return the plans to the **City** with typed comments within ten (10) business days from the original date of notification.

Inspections	
Service	Totals
Inspection	\$40.00/inspection
Residential Plan review	
New Residential Plan review	\$450.00
Swimming Pools	\$100.00
All other residential reviews	\$65.00
Commercial Plan review	
Permit type	Fee
Commercial up to \$1,000,000.00	The greater of 20% of the permit fee or \$200.00
Commercial \$1,000,001.00 and more	20% permit fee

C. Jobsite Maintenance and Code Enforcement – **Consultant** will perform weekly jobsite maintenance inspections and issue notices to contractors for cleanliness, tree protection, SWPPP, and sanitation requirements, as detailed in the City of Jersey Village Code of Ordinances. Notices will be posted by **Consultant** on site for the contractors, and pictures and detailed comments will be sent to the Building Official. Substandard cases will be billed in accordance with the table below.

Jobsite Maintenance and SWPPP Maintenance	
Service	Totals
Monthly jobsite inspections	\$55.00/hr.
Follow up compliance inspection	\$75.00/hr.
Compliance inspection based on concerns/inquiries	\$105.00/hr.
Sub-Standard	
Substandard inspections and program management	\$105.00/hr.

D. Compensation for Building Official Services – For, and in consideration of, the Building Official Services Scope of Work rendered by **Consultant**, pursuant to this Agreement, **City** shall pay to **Consultant** an hourly fee, at \$105.00 an hour. If the Building Official Services scope of Work is no longer needed during the period outlined above, **City** will pay the pro-rated rate from the last day such services are provided.

Building Official Services	
Service	Total
Building Official Services	\$105.00/Hr.

Kevin Taylor CBO, MCP President
 BBG Consulting, Inc. ktaylor@bbgcode.com

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** E6

AGENDA SUBJECT: Consider Resolution No. 2020-61, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-5 in order to align the city’s floodplain higher standards with the Harris County Engineering Department.

Dept/Prepared By: Christian Somers, Building Official

Date Submitted: December 15, 2020

EXHIBITS: [Resolution No. 2020-61](#)
[Exhibit A](#) – BBOAA’s Written Recommendation Report

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals met on December 14, 2020 for the purpose of reviewing proposed amendments to the Code of Ordinances of the City of Jersey Village, Texas at Chapter 14 - Building and Development.

In completing their review and discussion, the Board recommends that amendments be made to the Jersey Village Code of Ordinances at Chapter 14, Section 14-5 in order to align the city’s floodplain higher standards with the Harris County Engineering Department as are more specifically defined in Exhibit A, attached hereto and made apart hereof.

This item is to receive the Board’s Written Recommendation Report.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2020-61, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-5 in order to align the city’s floodplain higher standards with the Harris County Engineering Department.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

RESOLUTION NO. 2020-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE WRITTEN RECOMMENDATION REPORT FROM THE BUILDING BOARD OF ADJUSTMENT AND APPEALS PERTAINING TO RECOMMENDED AMENDMENTS TO THE JERSEY VILLAGE CODE OF ORDINANCES AT CHAPTER 14, SECTION 14-5 IN ORDER TO ALIGN THE CITY’S FLOODPLAIN HIGHER STANDARDS WITH THE HARRIS COUNTY ENGINEERING DEPARTMENT.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

THAT, the Building Board of Adjustment and Appeals’ Written Recommendation Report as it pertains to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-5 in order to align the city’s floodplain higher standards with the Harris County Engineering Department is hereby received. The report is attached hereto as “Exhibit A.”

PASSED AND APPROVED this the 21st day of December, 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



EXHIBIT A

CITY OF JERSEY VILLAGE BUILDING BOARD OF ADJUSTMENT AND APPEALS REPORT OF WRITTEN RECOMMENDATION AMENDMENTS TO CHAPTER 14, SECTION 14-5



**CITY OF JERSEY VILLAGE – BUILDING BOARD OF ADJUSTMENT
AND APPEALS REPORT OF WRITTEN RECOMMENDATION
AMENDMENT TO CHAPTER 14, SECTION 14-5**

The Building Board of Adjustment and Appeals met on December 14, 2020, in order to review amendments to Chapter 14, Section 14-5 of the Jersey Village Code of Ordinances in order to align the city’s floodplain higher standards with the Harris County Engineering Department.

This review was necessary in order to update the City of Jersey Village’s regulations such as to align with Harris County’s minimum standards, otherwise the municipality would not be eligible for participation in the Partnership Projects funding included in the 2018 Bond (Bond Project ID Z-02 - Partnership Projects with Municipalities, Authorities, and Other Districts in Harris County) projects until they do so.

In completing their review and discussion, the Board recommends the amendments to Chapter 14, Section 14-5 of the Jersey Village Code of Ordinances in order to align the city’s floodplain higher standards with the Harris County Engineering Department. The recommended amendments are indicated on Exhibit “A,” attached hereto and made apart hereof, by adding language underlined and deleting the language struck through.

These recommended changes will be submitted to the City Council at the December 21, 2020 Council Meeting, in accordance with the duties and responsibility of this Board.

Respectfully submitted, this 14th day of December, 2020.

s/ Michael K. O’ Kelley, Board Chairman

ATTEST:

s/Christian L. Somers, Building Official
(Secretary to the Board)

Sec. 14-5. - Definitions.

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

AE means areas of the base (1 percent or 100-year) flood where base flood elevations have been determined.

Accessory building means a building or structure customarily incidental and subordinate to the principal structure and located on the same lot as the principal building.

Accessory use of a building means a subordinate use or building customarily incident to and located on the lots occupied by the main use or building.

Advertising means to seek the attraction, or to direct the attention, of the public to any goods, services, merchandise, purpose or cause.

Agriculture means any land or building used for pasturage, floriculture, dairying, horticulture, forestry and livestock or poultry husbandry.

Alley means a legally established private access easement affording a secondary means of vehicular access to abutting property and not intended for general traffic circulation.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Alter means to change, rearrange, enlarge, extend or reduce any structure or part thereof on the same site.

Alterations means any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls or partitions, columns, beams or girders; or any change which may be referred to in this chapter as "altered" or "reconstructed."

Apartment means a dwelling unit in a multiple-family dwelling.

Apex means a point on an alluvial fan or similar landform below which the low path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means, for floodplain management purposes, a request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance.

Appurtenant structure, for floodplain management purposes, means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one percent annual chance (100 year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's flood insurance rate map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard (ASFH) – also referred to as a special flood hazard area (SFHA) – means the land in the floodplain within a community subject to a ~~one~~ 0.2 percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into zones A, AE, AH, AO, A1-30, A99, AR, AR/A1-30, AR/AE, AR/ AO, AR/A, VO, V1-30, VE, ~~or~~ V or X Shaded Zones.

As-built documents means documents prepared by a registered professional engineer and confirming that the public improvements are constructed as shown.

Auto body shop means any shop or garage, other than a private garage, where bodywork and painting are performed.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) or base flood level means the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones A, AE, AH, A1-A30, AR, V1-V30 or VE above mean sea level that indicates the water surface elevation resulting from the floodwaters that has 1% chance of equaling or exceeding that level in any given year — also referred to as have been calculated to reach during the base flood at a specific location.

Basement, for floodplain management purposes, means any area of the building having its floor subgrade (below ground level) on all sides.

Berm means a manmade, formed, earth mound of definite height and width used for obscuring purposes; the intent of which is to provide a transition between uses of differing intensity.

Billboard means an off-premises sign.

Block means a tract or parcel of land designated as such on a subdivision plat surrounded by streets or other physical obstructions.

Blockface means the properties abutting on one side of a street between the two nearest intersecting streets or other physical features, such as a watercourse or unsubdivided land, that defines the end of the block.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Boundary sewer line means a sewer line installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

Boundary water line means a water line, installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

Buffer means the area, space or physical means which is established to protect or insulate one land use or one building from another. Generally, buffering will be the use of landscaping (other than mere grass on a flat terrain) or the use of landscaping along with berms, walls or decorative fences that at least partially and periodically obstruct the view from the street and adjacent property in a continuous manner, of vehicular use areas, parking lots and their parked cars, and detention ponds.

Buffer yard means a strip of land, including any specified type and amount of planting or structures which may be required to protect one type of land use from another, or minimize or eliminate conflicts between them.

Build means to convert, enlarge, reconstruct or alter a building or structure.

Building. See the definitions within the adopted building codes.

Building area means ground floor area computed by using the outside dimensions, excluding the floor area of garages, open or screened porches, basements or semifurnished storage rooms not used for residential purposes.

Building height means the vertical distance measured from the established grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and ridge for gable, hip and gambrel roofs. Where a building is located on a sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

Building line means a line parallel to the front lot line. A minimum building line is the same as the minimum required front setback line.

Building, principal means a building in which is conducted the main or principal use of the lot on which such building is located.

Business frontage means the linear measurement from outer wall to outer wall of the side of the building which faces or fronts a street and which generally contains the primary entrance to the building.

Business purposes means the erection or use of any property, building, structure, permanent or temporary, for the primary purpose of conducting in such building or structure or on such property a lawful commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business purpose" shall not include any property, building or structure erected or used for the primary purpose of securing a permit to erect a sign.

Cabana or dressing room means a small structure for use as a bathhouse adjacent to a swimming pool.

Car wash facility means a facility of the tunnel unit type for washing and cleaning of passenger vehicles which allows washing of multiple vehicles in a tandem arrangement while moving through the structure, to include detail areas, vacuum areas and a lobby.

Carport means a permanent structure that is attached to a residence or private garage, that covers a driveway, and that consists of a roof and one or more sides.

Certificate of compliance means a certificate issued by the city to a party intending to initiate any work or change any use of property in the city.

Child-care center means a facility licensed by the State of Texas to provide care at a location other than the permit holder's home, for seven or more children under 14 years of age, for less than 24 hours per day, but at least two hours a day, three or more days per week (40 TAC § 745.37(2)(D)).

Child day-care operations means any facility used for the following child day-care operations licensed under state law (40 TAC Ch. 745): "child-care center" and "school-age program" operations.

Church means a building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose.

Clinic means the office of one or more licensed doctors who may or may not be associated in the practice of their profession.

Club means an organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics or similar activities, but not operated for profit and open only to members and not the general public.

Commercial building means any building other than a single-family residence.

Commercial message means a message placed or caused to be placed before the public by a person directly involved in the manufacture or sale of the products, property, accommodations, services, attractions or activities or possible substitutes for those things which are the subject of the message; and that refers to the offer for sale or existence for sale of products, property, accommodations, services, attractions or activities that are offered or exist for sale or for hire; or that attracts attention to a business or to products, property, accommodations, services, attractions or activities that are offered or exist for sale or for hire.

Condominium. See *Unified development.*

Conveyance means, unless otherwise determined by the city engineer, the flow of water during the base flood with a velocity that is greater than one foot per second or a depth that is greater than one foot.

Courts means an open space, bounded on more than two sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building. An outer court has one side open to a street or alley, yard or other permanent open space.

Critical Facilities means those facilities essential to the preservation of life and property, including, but not limited to schools, nursing homes, blood banks, health care facilities including those storing vital medical records, housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood, hospitals, police, fire and emergency response installations, facilities used for the storage of critical records, and commercial installations which produce, use or store hazardous materials or hazardous waste as referenced in the High-Hazard Group (Group H) of the adopted International Building Code and International Fire Code.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Curbline means an imaginary line drawn along the edge of the pavement on either side of a public street.

Density means the average number of dwelling units per acre for the entire development, including streets.

Design flood elevation (DFE) means the elevation above base flood elevation (BFE) that the community requires - also referred to as freeboard.

Developer means any person who improves or subdivides a tract of land or improves or takes any action preparatory to the erection, improvement or movement of any building or structure on a tract of land.

Development, for floodplain management purposes, means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

District means an area of land for which there are uniform zoning regulations governing the use of buildings and premises, density of development, yard requirements and height regulations.

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

Dwelling, multiple-family means a building used or designed as a residence for three or more families living together independently of each other.

Dwelling, single-family means a detached building, designed for or occupied exclusively by one family.

Dwelling, two-family means a detached building, designed for or occupied by two families living independently of each other.

Dwelling unit means one or more rooms with bathroom and principal kitchen facilities designed as a self-contained unit for occupancy by one family for living, cooking and sleeping purposes.

Easement, utility means a right held by the city to make use of the land of another for a limited purpose, such as right of passage.

Electrical sign means a sign containing electrical wiring or utilizing electric current, but not a sign illuminated by an exterior light source.

Elevated building means, for insurance purposes, a non-basement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

Elevation certificate means a statement from an engineer or surveyor licensed by the State of Texas on the most current FEMA form certifying that the lowest floor of the structure has been elevated at least as high as required by this chapter, as well as the elevation of equipment and adjacent grade.

Erected means built, constructed, reconstructed, moved upon, or any physical operations on the premises required for the building. Excavations, fill, drainage and the like shall be considered a part of erection.

Excavation means any breaking of ground, except common household gardening, general farming and ground care.

Existing construction means, for the purposes of determining flood insurance rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision, for floodplain management purposes, means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision, for floodplain management purposes, means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Family means:

- (1) One person, or a group of two or more persons living together and related by blood, marriage or legal adoption, living together as a single housekeeping unit. The person thus constituting a family may also include gratuitous guests and domestic servants.
- (2) A group of individuals not related by blood, marriage or legal adoption, but living together as a single housekeeping unit. For controlling of residential density, each such group of four individuals shall constitute of a family.
- (3) A group of not more than eight individuals, not related by blood, marriage or legal adoption, which group is comprised of individuals with disabilities protected under the Fair Housing Act, and where the group is not established within one-half mile of an existing like group.
- (4) A group of not more than six persons with disabilities and two supervisors residing in a qualified community home, as defined by the Texas Community Homes for Disabled Persons Location Act.

Filling means the depositing or dumping of any matter into or onto the ground except common household gardening and general maintenance.

Filling stations means any building or premises used for the dispensing, sale or offering for sale or retail of any automobile fuels or oils. If the dispensing, sale or offering for sale is incidental to a public garage, the premises shall be classified as a public garage.

Firewall means a wall made of fireproof material to prevent the spread of a fire from one part of a building to another.

Flag lot means a lot which has minimum frontage on a public street, which is reached via a private drive or lane whose width some distance back from the street right-of-way, meets all ordinance requirements.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazards areas (SFHA) / areas of special flood hazards (ASFH) and the risk premium zones applicable to the community.

Flood insurance study (FIS). See *Flood elevation study*.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a special flood hazard and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

~~*Floodplain or floodprone area* means any land area susceptible to being inundated by water from any source. (See definition of flooding.)~~

Floodplain development permit means a permit issued under the provisions of this chapter for any development of a site located within a Jersey Village special flood hazard area (SFHA) / area of special flood hazards (ASFH)

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodproofing certificate means a certificate issued by a registered professional engineer licensed in the State of Texas which states that he has developed and/or reviewed the structural design, specifications, and plans for the construction of a structure or improvement covered by the certificate and that the design and methods of construction are in accordance with accepted standards of practice for meeting the following requirements:

(1) The floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2 percent chance flood; and

(2) Together with attendant utility and sanitary facilities, the structures are designed so that below the 0.2 percent chance flood level the structures are watertight with walls impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Floodway. See *Regulatory floodway*.

Freeboard. See *Design Flood Elevation*.

Freestanding structure means any building for the support, shelter or enclosure of persons, animals, chattels or moveable property of any kind and surrounded by yards or open space and not containing permanent provisions for living, sleeping or cooking.

Functionally dependent use means, for floodplain management purposes, a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Garage, front load , means a private garage where the vehicle access doors to the garage face toward and are generally visible from a public view.

Garage, J-swing means a garage upon which the entry point from the street is located in front of the house and the garage door is perpendicular to the front of the house. A J-swing garage must have at least two windows, each 12 square feet or greater, oriented toward the front or the lot.

Garage, private means a garage intended for private use by the resident family with a ground floor capacity for not more than four automobiles or trucks of which not more than one vehicle shall be used for commercial purposes.

Garage, private, detached means a private garage constructed as a freestanding structure.

Garage, public means a building, or portion thereof, other than a private or storage garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles.

Garage, sideloaded means a private garage where the vehicle access doors to the garage are perpendicular to the front lot line and, therefore, are generally not visible from a public way, unless the lot is a corner lot and the garage loads to a side street.

Grade means a ground elevation established for the purpose of controlling the number of stories and the height of any structure. The building grade shall be determined by the level of the ground adjacent to the walls of any structure if the finished grade is level. If the ground is not level, the grade shall be determined by averaging the elevation of the ground for each face of the structure.

Grand opening means the commencement of operation by a business in a new location or the assumption of ownership of an existing business by a new owner or group of owners.

Ground sign means a sign which is a pole sign, a monument sign or a nonconforming billboard which exists on the effective date of the ordinance. See Figure 14-19.

Habitable floor means, for the purpose of flood hazard regulation, any floor usable for the following purposes which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a habitable floor.

Half-street means a vehicular accessway created if only a portion of the required right-of-way width or pavement width is dedicated and/or constructed.

Health club, also includes the terms *athletic club, gym, fitness studio, and fitness center*, means a place of business which provides a place for a variety of physical exercises including facilities or studios for personal training, physical fitness training, weight and aerobic training, free weights, spinning/cycling, circuit training, yoga, Pilates, racquetball/squash courts, group fitness classes, boxing, wrestling, martial arts training, basketball courts, swimming pools and swimming lessons.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. by an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Industrial means a business, plant or enterprise for production of goods, merchandise or machines.

Integrated business development means commercial development such as a strip center, mall, multitenant office building, commercial center or industrial complex in which two or more separate businesses occupy a single structure or multiple structures which share on-site parking facilities and common driveways.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Logo sign means a sign operated and maintained by the state department of highways and public transportation within the public right-of-way along a country toll road which bears the name and trademark design of a business.

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

Lot depth means the distance on a horizontal plane between the midpoint of the front lot line and the midpoint of the rear lot line.

Lot lines means the lines bounding a lot as follows:

- (1) *Lot line, front* means, for interior lots, a line separating the lot from the street; for corner lots, a line separating the narrowest street frontage of the lot from the street, except in those cases where the deed restrictions specify another line as the front lot line. In all cases the front lot line of a nonresidential lot shall be that side adjacent to the highest volume street.
- (2) *Lot line, rear* means a lot line opposite and most distant from the front lot line.
- (3) *Lot line, side* means any lot line not a front line or rear lot line.

Lot of record means a lot which is part of a platted subdivision, the plat of which is recorded in the office of the county clerk; a parcel or lot the deed for which was recorded in the office of the county clerk prior to March 1, 1982, and which has not been partitioned in any manner since that time.

Lot width means the distance on a horizontal plane between the midpoint of the side lot lines.

Lowest floor means, for floodplain management purposes, the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailer, travel trailers and other similar vehicles placed on a site for greater than 190 consecutive days. For insurance purposes the term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision, for floodplain management purposes, means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Marquee means a roof-like structure of a permanent nature projecting from the wall of a building.

Marquee sign means a sign on a marquee. See Figure 14-19.

Masonry means that form of construction composed of stone, brick, concrete, hollow clay tile, decorative concrete block or tile, glass block or other similar building units or materials or a combination of these materials laid up unit by unit and set in mortar. For the purposes of this definition, true stucco is considered masonry.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

Minimum flood protection elevation is the community's design flood elevation in any given area, and specifically means the 0.2 percent flood elevation, plus 2 feet, or 3 feet for critical facilities and floodway locations. See Table 14-5 in Section 14-222 (5).

Mobile home means a movable or portable dwelling structure which is constructed to be towed on its own chassis, is capable of being connected to public utilities, and is designed for year round living as a single-family dwelling unit without the necessity of a permanent foundation. The term "mobile home" shall not include pickup campers, travel trailers, motor homes, converted buses, tent trailers or other transportable structures designed for temporary use (see also *Manufactured home*).

Mobile (manufactured) home park means a parcel of land under single ownership on which two or more mobile (manufactured) homes are occupied as residences. Any mobile (manufactured) home facility where two or more units are intended for long-term residential use (beyond 90 days) is considered a mobile (manufactured) home park for purposes of applying development standards.

Model home means a single-family residential structure used temporarily as an office for the sale of single-family residential structures in the same platted subdivision.

Monument sign means a ground sign supported by a solid base which is equal to but not more than 15 percent larger than the sign face base which contains no commercial message and is not attached to any building. See Figure 14-19.

Motor vehicle sales means the use of a site for sale or rental of automobiles, trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. This use includes new and used car dealerships, motorcycle dealerships, and boat, trailer, and recreational vehicle dealerships.

Multifaced sign means a single sign with two or more faces which are not parallel or back to back.

Nameplate means a sign which denotes only the name of the person occupying the premises.

New construction means, for the purpose of determining flood hazard insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commences on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision, for floodplain management purposes, means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Noncommercial message means a message that is not a commercial message.

Noncommercial sign means a sign directing attention to a purpose or cause not created or existing for the generation of profit or for the remuneration of individuals including, but not limited to, religious, charitable, civic or educational purposes or causes.

Nonconforming building (nonconforming structure) means a building or structure (or portion thereof) lawfully existing at the time of adoption of the ordinance from which this chapter derives, or subsequent amendment thereto, that does not conform to the provisions of this chapter relative to height, bulk, area, placement or yards for the district in which it is located.

Nonconforming use means the use of a building or structure or of a parcel or tract of land, lawfully existing at the time of adoption of this chapter or subsequent amendment thereto, that does not conform to the regulations of the district in which it is situated.

Off-premises sign means a sign which identifies a use, facility or service which is not located on the premises where such sign is displayed; identifies a product which is not produced, sold or manufactured on the premises where such sign is displayed; or advertises or otherwise directs attention to a product, service, activity, person, institution, facility or business which may or may not be identified by a brand name and which occurs or is primarily conducted, sold, manufactured, produced or offered elsewhere than on the premises where such sign is displayed.

On-premises sign means a sign which identifies the name of the owner or occupant of the premises on which the sign is located; identifies a use, facility or service located on the premises where such sign is displayed; identifies a product which produced, sold or manufactured on the premises where the sign is located; or advertises or otherwise directs attention to a product, service, activity, person, institution, facility or business which may or may not be identified by a brand name and which occurs or is primarily conducted, sold, manufactured, produced or offered on the premises where the sign is located.

Owner means any owner, authorized agent or contractor who constructs, enlarges, alters, repairs, moves or changes the occupancy of a building or structure.

Pavement width means the portion of the surface of the street available for vehicular traffic; if curbed, it is that portion of the street between the back of the curb and back of the curb.

Pawnshop shall have the meaning set out in V.T.C.A., Finance Code § 371.003.

Person means an individual, firm, partnership, corporation, company, association, joint stock association or governmental entity. It includes a trustee, receiver, assignee or similar representative of any of them.

Planned unit development (PUD). See *Unified development*.

Portable sign means a sign designed or constructed to be easily moved from one location to another, including signs mounted upon, or designed to be mounted upon, a trailer, bench, wheeled carrier or other motorized or nonmotorized mobile structure or vehicle, whether or not its wheels have been removed. For the purpose of this chapter, trailer signs and signs on benches are portable signs.

Principal use means the main use to which the premises are devoted and the principal use for which the premises exist.

Private street means a vehicular accessway under private ownership and maintenance providing access to building units in the interior of a lot.

Projecting sign means a sign which is affixed to a building wall or structure and which extends beyond the building wall or structure more than 12 inches.

Public improvement means one or more of the following: water lines and appurtenances, sewer lines and appurtenances, streets and/or drainage facilities.

Public right-of-way means any part of a right-of-way, not privately owned or controlled, which the city or other governmental agency is responsible for maintaining.

Public street means the entire width between property lines of any road, street, way, alley, bridge or other similar thoroughfare, not privately owned or controlled, which is open to the public for vehicular traffic and which the city or other governmental agency is responsible for maintaining.

Public utility means any person, firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or municipal regulations to the public: gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation or water.

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

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Reserve means a tract of land created within a plat that is not divided into lots or proposed for development at the time of platting.

Residential means a tract of land designed for or used exclusively to contain a dwelling unit. A primary residential area shall mean a street in which a majority of the total front footage is used for residential purposes.

Restaurant means an eating establishment whose primary function is the sale, dispensing or service of food, refreshments and beverages to customers, and which may sell alcoholic beverages as an accompaniment to meals served therein. All food must be prepared and cooked in a commercial kitchen on the premises. This may include such eating establishments as dining rooms, drive-in restaurants, fast food restaurants, cafes, cafeterias, and carryout restaurants, but specifically excludes bars, taverns, saloons, cabarets, or other similar establishments which derive 75 percent or more of the establishment's gross revenue from the on-premises sale of alcoholic beverages.

Retail shops and retail trade means a shop or establishment for the sale of goods or merchandise from a fixed location, such as a department store, boutique, or kiosk, in small or individual lots for direct consumption by the purchaser. "Retail shops or retail trade" specifically excludes a pawnshop.

Right-of-way means a street, alley or other thoroughfare or easement permanently established for passage of persons, vehicles or the location of utilities. The right-of-way is delineated by legally established lines or boundaries.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Roof sign means a sign erected or maintained above or on the sloped roof of any building or above the parapet wall or the mansard roof of a flat-roof building.

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

School-age program center means a facility licensed by the State of Texas providing supervision and recreation, skills instruction, or skills training for at least two hours a day and three days a week to children attending pre-kindergarten through grade six. A school-age program operates before or after the customary school day and may also operate during school holidays, the summer period, or any other time when school is not in session (40 TAC § 745.37(2)(H)).

Screening means fences, walls, trees, shrubbery and other landscape elements used to conceal or interfere with the view and reduce noise impact thereof from adjacent properties and public rights-of-way at street level in accordance with the standards set forth in this chapter.

Service centers means a one-story building containing a minimum of 25 percent office space. The remaining space shall be used for other business functions governed by use regulations for District J.

Setback means the minimum unoccupied distance between the lot line and the principal and accessory buildings, as required in this chapter.

Setback, front means the minimum unoccupied distance, extending the full lot width, between the principal and accessory buildings and the front lot line.

Setback, rear means the minimum required unoccupied distance, extending the full lot width, between the principal and accessory buildings and the lot line opposite the front lot line.

Setback, side means the minimum required unoccupied distance, extending from the front setback to the rear setback, between the principal and accessory buildings and the side lot line.

Sign means any structure, part thereof or device of inscription which is located upon, attached to, or painted or represented on any land or on the outside of any building or structure, or on an awning, canopy, marquee or similar appendage, or displayed or shown so as to be seen from the outside of the

building or structure, and which displays or includes any numeral letter, work model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction warning or designation of any person, industry or activity, or any combination thereof.

Sign area means the total square footage of all sign faces, including that portion of the sign structure or trim which contains any wording, symbols, identifying color or pictures; provided, however, that in the case of a double-faced sign, the sign area shall be the total square footage of one face.

Sign face means the sign face area of any sign upon, against or through which the message is displayed or illustrated; provided, however, that the sign face area of a sign on which the words, letters or symbols are independently mounted shall be that of the smallest regular geometric form that will wholly contain all of the message. See Figure 14-19.

Sign structure means a structure which supports or is capable of supporting a sign. A sign structure may be a single pole and may or may not be an integral part of a building.

Single-family dwelling means a building containing only one dwelling unit and/or occupied by only one family or group of individuals included within the definition of family.

Single-occupant detached commercial or industrial building means a commercial or industrial building which contains a single occupant and which is not a part of an integrated business development or which is located in a reserve that is part of, but is physically separated by a distance of more than 50 feet from any other structure in, an integrated business development.

Site plan means a plan showing all salient features of a proposed development, so that it may be evaluated in order to determine whether it meets the provisions of this chapter.

Special flood hazard area (SFHA). See *Area of special flood hazard*.

Spectacular sign means a sign that has one or more of the following as elements in its physical structure:

- (1) Automatically changing advertising that changes more often than once every five minutes (not including date, time, temperature);
- (2) Blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating or spot lights, or similar devices;
- (3) Lights or colored elements creating a continuously moving, shimmering or prismatic effect; or
- (4) Rotating or moving parts.

Start of construction [for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)], for flood hazard management purposes, includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways, nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Story means that part of a building between the surface of a floor and the ceiling immediately above.

Story, half means that which covers a floor area of not more than 50 percent of the floor area and the ceiling immediately above.

Street means any public or private street or easement used for access.

Street, arterial means roads of regional importance or the main roads of a community. Direct access is primarily limited to significant land uses.

Street, collector means that which provides access to nonresidential land uses and connects residential streets to the system's arterial streets.

Street, expressway means a road intended to serve interstate or high speed, high volume urban traffic. Access to an expressway is limited to other expressways and major streets.

Street frontage means the length of a lot or tract of land which is adjacent to a public or private street.

Streetline means the line establishing the outer most boundary of the street right-of-way.

Street, local means a street which provides access to adjacent land; characterized by low volume and low speeds.

Structural alterations means any change in the supporting members of a structure, such as bearing walls, columns, beams or girders.

Structure means anything constructed or erected, which requires location on the ground or attached to something having a location on the ground including, but not limited to, buildings of all types, advertising signs and billboards, but excluding basketball goals and ornamental yard lights. (See also the adopted building codes.)

Structure, for floodplain management purposes, means a walled and roofed building or structure, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. This includes a fence or a wall per the adopted building codes.

Subdivision plat means a map or drawing of a proposed subdivision prepared in a manner suitable for recording in the county records and containing accurate and detailed engineering and survey data, dimensions, dedicatory statements and certificates.

(1) Preliminary plat: See section 14-55(1).

(2) Final plat: See section 14-55(2).

Substantial damage, for flood hazard management purposes, means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement, for flood hazard management purposes, means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Temporary building means a building used for a temporary period of time in connection with construction on the premises of which it is located, real estate sales, and educational, municipal or church functions.

Temporary sign means a sign constructed of cloth, canvas, light fabric, cardboard, wallboard or other light material. A portable sign shall not be considered a temporary sign.

Townhouse means a structure which is one of a series of dwelling units designed and used for only single-family occupancy, ground to sky, with no entrances or exits to or from the adjoining structures, if any.

Underground shelter means any structure built primarily below ground level.

Unified development means the separate ownership of single units or apartments in a multiple unit structure with common elements. (See Vernon's Ann. Civ. St. art. 1301a.)

Use means the purpose or activity for which any land or building is designed, arranged or intended, or for which it is so occupied or maintained, and shall include any manner of such activity with respect to the standards of this chapter.

Utility structure means any structure built primarily for the storage of tools, such as garden and lawn equipment.

Variance, for flood hazard management purposes, means a grant of relief by a community from the terms of a floodplain management regulation (For full requirements see section 60.6 of the National Flood Insurance Program.)

Violation, for flood hazard management purposes, means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 14-225 and in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program is presumed to be in violation until such time as that documentation is provided.

Wall line means the surface that connects the foundation to the roof.

Wall sign means a flat sign, either of solid face construction or individual letters, symbols or pictures, erected, installed or printed, which is placed against the exterior wall of any building or structure and which does not extend more than eight inches from the exterior wall and does not extend above the wall line.

Water surface elevation means the height, in relation to the North American Vertical Datum (NGVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Watercourse means a definite channel of a stream in which water flows within a defined bed and banks, originating from a definite source. The water may flow continuously or intermittently, and if the latter, with some degree of regularity, depending on the characteristics of the source.

X Shaded Zone means areas subject to a 0.2 percent chance of flooding in any given year; areas of 1.0 percent annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

X Unshaded Zone means areas of minimal flood hazard, outside of the 0.2 percent chance of flood.

Yard, front means the space enclosed by the front lot line, the side lot lines and a line parallel to the front lot line and even with the main building or any projections thereof, other than steps, or planter box.

Yard, rear means the space unoccupied, except for freestanding buildings between the rear of the main building (dwelling) and the rear lot line.

Yard, side means the open space between a building and the side lot lines, but not including any part of the front or rear yards.

Zero property line housing means housing commonly known as patio homes. It is a detached living unit constructed on a smaller lot in which one side of the unit is placed on the property line without openings. This concept utilizes the entire lot with a living unit that has a private side and rear yard. The front yard of the unit is reduced in size to contain the auto ingress and egress area along with the guest entry area.

Zoning district map means the map incorporated into this chapter and made a part of this chapter by reference thereto.

(Ord. No. 95-04, § 1(art. 12), 2-20-95; Ord. No. 98-24, § 1, 11-16-98; Ord. No. 99-04, § 1, 2-15-99; Ord. No. 99-17, § 2, 8-16-99; Ord. No. 00-11, §§ 1, 2, 3-20-00; Ord. No. 00-16, § 1, 5-15-00; Ord. No. 00-17, § 1, 5-9-00; Ord. No. 00-21, §§ 1, 2, 6-19-00; Ord. No. 01-30, § 10, 10-15-01; Ord. No. 02-33, § 1, 12-16-02; Ord. No. 03-24, § 1, 6-16-03; Ord. No. 2006-9, § 1, 2-20-06; Ord. No. 2009-22, § 3, 5-18-09; Ord. No. 2010-40, § 1, 8-23-10; Ord. No. 2010-55, § 1, 12-13-10; Ord. No. 2011-28, § 1, 6-20-11; Ord. No. 2013-10, § 1, 3-18-13; Ord. No. 2013-45, § 1, 12-16-13; Ord. No. 2013-46, § 1(Exh. A), 12-16-13; Ord. No. 2014-35, § 2, 10-20-14; Ord. No. 2017-28, § 2(Exh. A), 7-17-17; Ord. No. 2018-31, § 2(Exh. A), 12-17-18)

Cross reference— Definitions generally, § 1-2.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** E7

AGENDA SUBJECT: Consider Resolution No. 2020-62, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Sections 14-333 and 14-334 in order to align the city’s floodplain higher standards with Harris County Engineering Department and to clarify exceptions the “twelve inches above highest adjacent grade rule.”

Dept/Prepared By: Christian Somers, Building Official

Date Submitted: December 15, 2020

EXHIBITS: [Resolution No. 2020-62](#)
[Exhibit A](#) – BBOAA’s Written Recommendation Report

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals met on December 14, 2020 for the purpose of reviewing proposed amendments to the Code of Ordinances of the City of Jersey Village, Texas at Chapter 14 - Building and Development.

In completing their review and discussion, the Board recommends that amendments be made to the Jersey Village Code of Ordinances at Chapter 14, Sections 14-333 and 14-334 in order to align the city’s floodplain higher standards with Harris County Engineering Department and to clarify exceptions the “twelve inches above highest adjacent grade rule” as are more specifically defined in Exhibit A, attached hereto and made apart hereof.

This item is to receive the Board’s Written Recommendation Report.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2020-62, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Sections 14-333 and 14-334 in order to align the city’s floodplain higher standards with Harris County Engineering Department and to clarify exceptions the “twelve inches above highest adjacent grade rule.”

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

RESOLUTION NO. 2020-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE WRITTEN RECOMMENDATION REPORT FROM THE BUILDING BOARD OF ADJUSTMENT AND APPEALS PERTAINING TO RECOMMENDED AMENDMENTS TO THE JERSEY VILLAGE CODE OF ORDINANCES AT CHAPTER 14, SECTIONS 14-333 AND 14-334 IN ORDER TO ALIGN THE CITY’S FLOODPLAIN HIGHER STANDARDS WITH HARRIS COUNTY ENGINEERING DEPARTMENT AND TO CLARIFY EXCEPTIONS THE “TWELVE INCHES ABOVE HIGHEST ADJACENT GRADE RULE.”

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

THAT, the Building Board of Adjustment and Appeals’ Written Recommendation Report as it pertains to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Sections 14-333 and 14-334 in order to align the city’s floodplain higher standards with Harris County Engineering Department and to clarify exceptions the “twelve inches above highest adjacent grade rule” is hereby received. The report is attached hereto as “Exhibit A.”

PASSED AND APPROVED this the 21st day of December, 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



EXHIBIT A

CITY OF JERSEY VILLAGE BUILDING BOARD OF ADJUSTMENT AND APPEALS REPORT OF WRITTEN RECOMMENDATION AMENDMENTS TO CHAPTER 14, SECTION 14-333 & 334



**CITY OF JERSEY VILLAGE – BUILDING BOARD OF ADJUSTMENT
AND APPEALS REPORT OF WRITTEN RECOMMENDATION
AMENDMENT TO CHAPTER 14 SECTIONS 14-333 AND 14-334**

The Building Board of Adjustment and Appeals met on December 14, 2020, in order to review the amendments to Chapter 14, Sections 14-333 and 14-334 of the Jersey Village Code of Ordinances in order to align the city’s floodplain higher standards with Harris County Engineering Department and to clarify exceptions the “twelve inches above highest adjacent grade rule.”

This review was necessary in order to update the City of Jersey Village’s regulations such as to align with Harris County’s minimum standards, otherwise the municipality would not be eligible for participation in the Partnership Projects funding included in the 2018 Bond (Bond Project ID Z-02 - Partnership Projects with Municipalities, Authorities, and Other Districts in Harris County) projects until they do so.

In completing their review and discussion, the Board recommends that amendments be made to Chapter 14 Sections 14-333 and 14-334 of the Jersey Village Code of Ordinances in order to align the city’s floodplain higher standards with Harris County Engineering Department and to clarify exceptions the “twelve inches above highest adjacent grade rule.” The recommended amendments are indicated on Exhibit “A,” attached hereto and made apart hereof, by adding language underlined and deleting the language struck through.

These recommended changes will be submitted to the City Council at the December 21, 2020 Council Meeting, in accordance with the duties and responsibility of this Board.

Respectfully submitted, this 14th day of December, 2020.

s/Michael K. O’ Kelley, Board Chairman

ATTEST:

s/Christian L. Somers, Building Official
(Secretary to the Board)

ARTICLE XIII. - BUILDING CODE

DIVISION 1. - GENERALLY

Sec. 14-331. - Official building number required.

- (a) The owner or occupant of each building in the city, other than accessory buildings, shall place and maintain an official building number in Arabic numerals in a conspicuous place on the premises other than the curb so that it can be clearly seen from the public street upon which the building fronts. The number must be placed within 20 days after a certificate of occupancy is issued for a new building.
- (b) The building official shall establish and designate the official building number of each building in the city. The owner of each new building shall apply for and obtain an official building number from the building official.
- (c) An official building number placed pursuant to this section shall be at least three inches high and of a color which contrasts with the background; provided, however, that an official building number placed on both sides of a mailbox or mailbox post located at the curb shall be at least two inches high.
- (d) A building or building complex composed of multiple occupancies or structures must have an official building number assigned to each occupancy or structure. The official building number shall be placed on both the front and the rear of the premises so that it can be clearly seen from the nearest vehicular access, whether a public street or an internal vehicular access.

(Ord. No. 96-02, art. I, § 4-1, 2-19-96)

Sec. 14-332. - Add-on construction.

- (a) After a certificate of occupancy has been issued for a building in accordance with this article, no add-on type of construction such as patio covers, carports, balconies, stoops, porches or any structural alteration of the building shall be made unless a new building permit is first obtained. The plans must be submitted to and approved by the building official.
- (b) Requests for a building permit to allow add-on type construction or structural alteration of a building shall indicate that the proposed construction will be in harmony with the style of the original building.
 - (1) Where add-on construction to a single-family detached dwelling in district A involves structural alteration that will increase the square feet of enclosed living area on the ground floor, such add-on construction shall be permitted only to the side or rear of the existing dwelling, as space on the lot may allow while maintaining conformance with the applicable standards for minimum side and rear building setbacks.

a. Where such add-on construction will result in a finished building height that at any point exceeds the height of the front façade of the existing dwelling at any point, the add-on construction shall be permitted only to the rear of the existing dwelling. (Ord. No. 96-02, art. I, § 4-2, 2-19-96; Ord. No. 2013-35, § 2(Exh. A), 11-18-13)

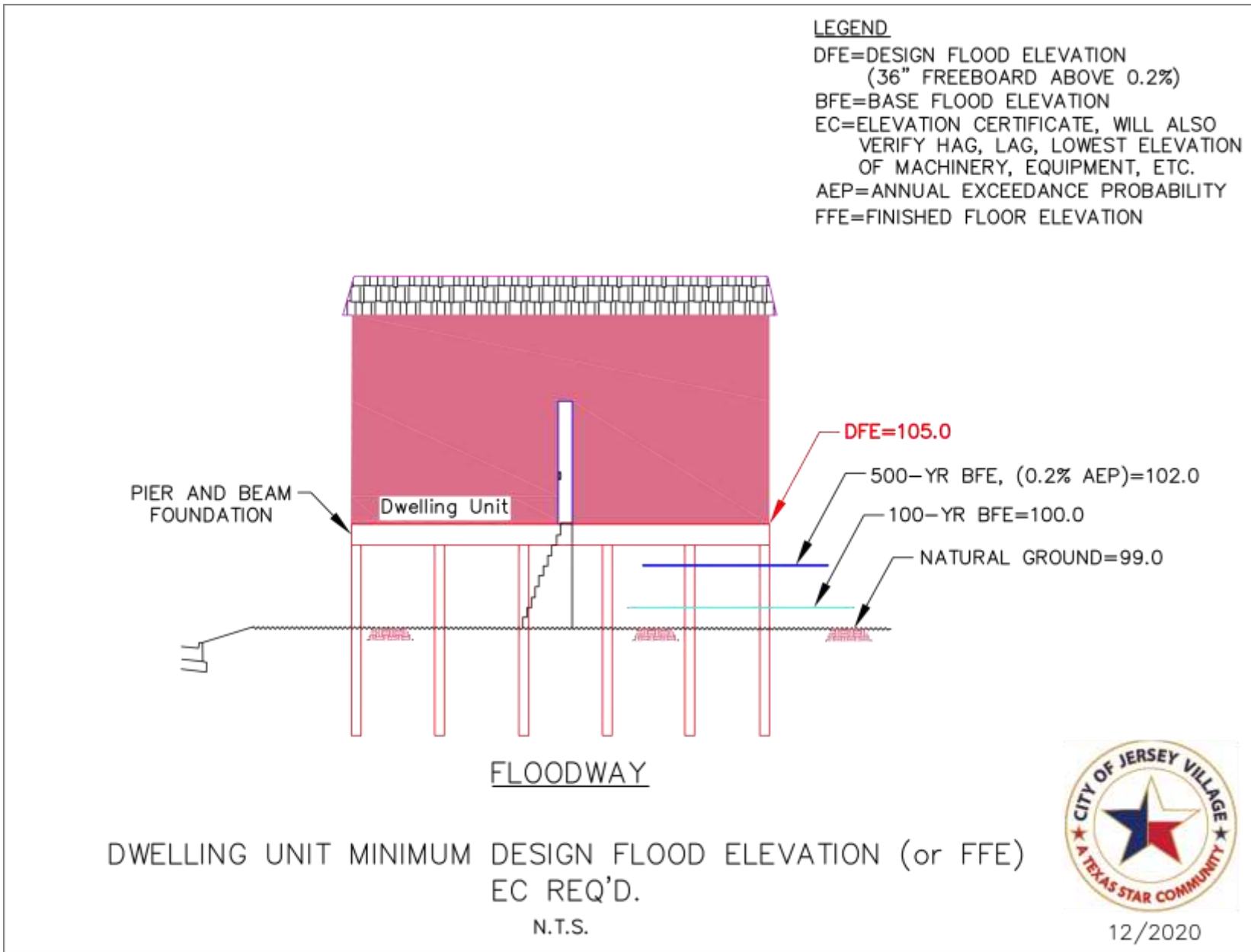
Sec. 14-333. - Finished floor elevations.

~~All residences shall be constructed on a concrete slab, piers, or on continuous concrete grade beams.~~
For all areas, lowest finished floor elevations shall meet the minimum flood protection elevations. Refer to Table 14-5, Section 14-222 (5). The lowest finished floor elevation of all ~~residences~~ dwelling units shall be at least 12 inches above grade, and also shall be a minimum of 12 inches above the top of the curblin. For additions to existing dwelling units ~~structures~~ located outside of the 100-year floodplain, where the addition will directly communicate to the existing structure and where the lowest contiguous finished floor elevation

is lower than 12 inches above grade, then the addition may match the existing lowest contiguous finished floor elevations, provided that: the finish floor elevation is at or above the minimum flood protection elevation; where so long as the provisions for protection against decay found in the International Residential Code and the International Building Code are met; where not in conflict with Table 14-5, Section 14-222 (5); and if where in compliance with the provisions found in sections 14-353 and 14-359, as applicable. ~~For all areas, lowest finished floor elevations shall be a minimum of 18 inches above the 100-year base flood elevation.~~ Streets and lots shall be graded so that all lots can be made to drain from the back of the lot toward the curblin. The lot grade from back to front shall be at least one percent except where rear lot elevations have been established at a lower elevation by previously developed lots to the rear, such lots having a common rear property line with the lot under consideration. When that condition makes general one percent grading impossible, a grading plan must be approved by the building official prior to issuance of a building permit. However, all lots which are adjacent and contiguous to a bayou shall be permitted to drain into the bayou. No additional net fill at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans for all earthwork activities. ~~This section shall not apply to foundations constructed before the effective date of Ordinance No. 96-02.~~

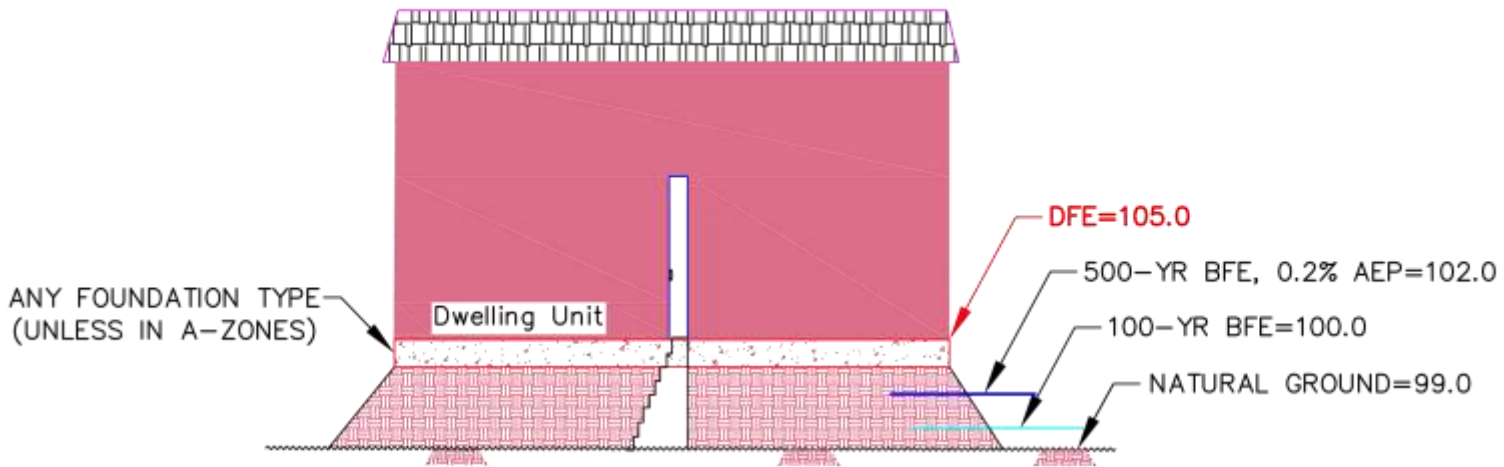
(Ord. No. 96-02, art. I, § 4-3, 2-19-96; Ord. No. 2011-14, § 5(Exh. E), 3-21-11; Ord. No. 201206, § 2, 2-20-12; Ord. No. 2013-20, § 2, 6-17-13)

Sec. 14-334. - Reserved. Minimum Flood Protection Elevation Details



LEGEND

- DFE=DESIGN FLOOD ELEVATION
(36" FREEBOARD ABOVE 0.2%)
- BFE=BASE FLOOD ELEVATION
- EC=ELEVATION CERTIFICATE, WILL ALSO
VERIFY HAG, LAG, LOWEST ELEVATION
OF MACHINERY, EQUIPMENT, ETC.
- AEP=ANNUAL EXCEEDANCE PROBABILITY
- FFE=FINISHED FLOOR ELEVATION



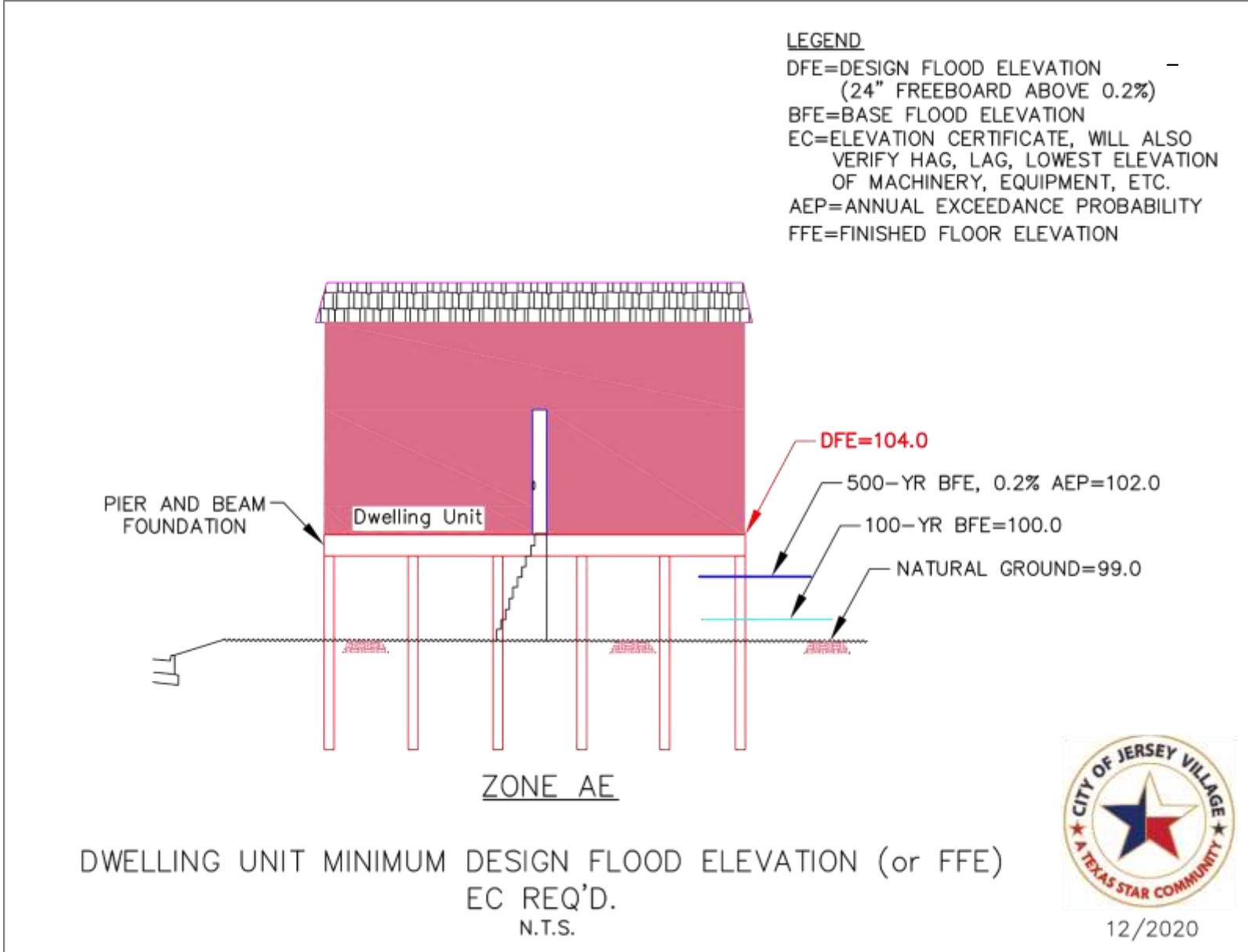
CRITICAL FACILITY

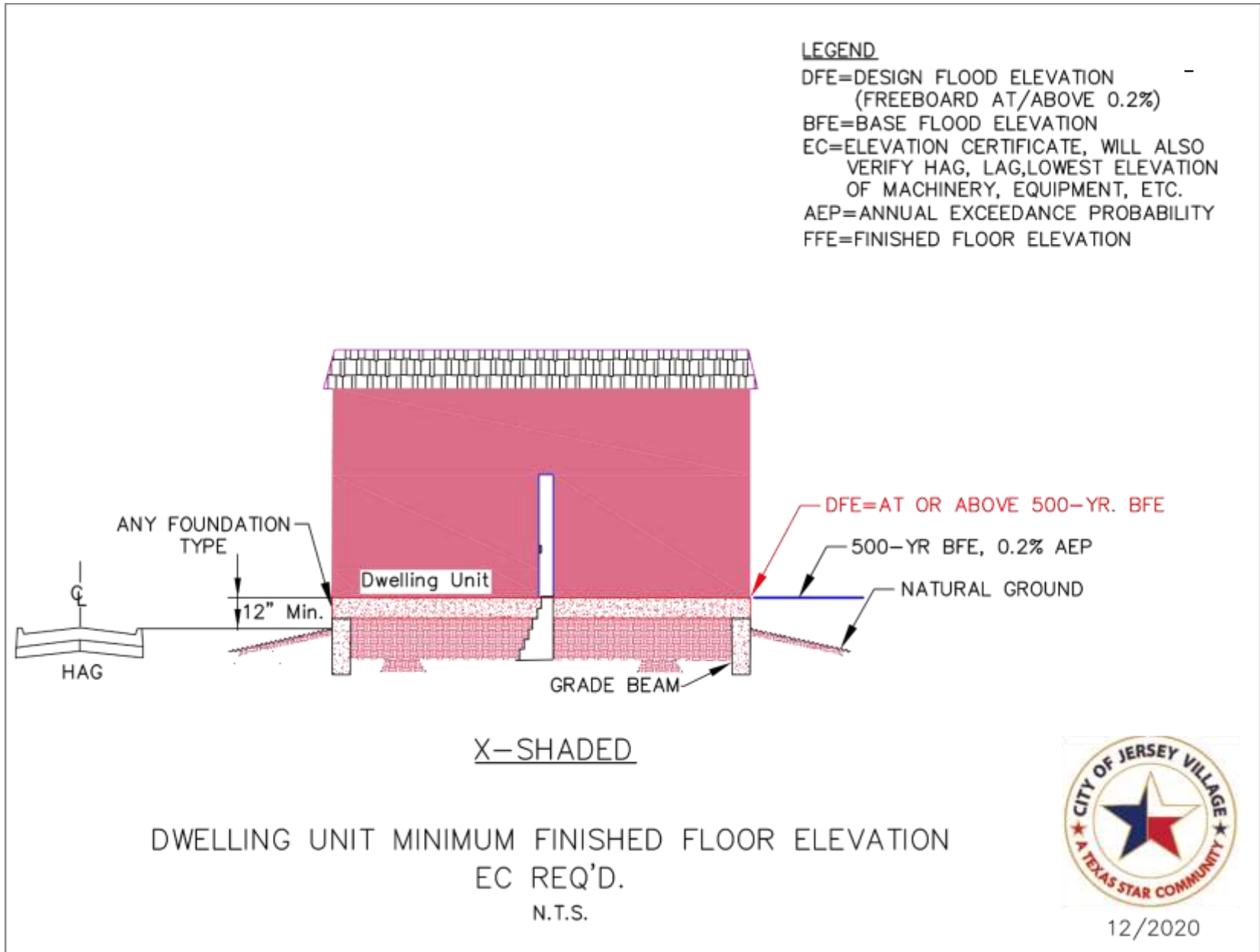
DWELLING UNIT MINIMUM DESIGN FLOOD ELEVATION (or FFE)
 *OUTSIDE A-ZONES TO THE EXTENT POSSIBLE
 EC REQ'D.

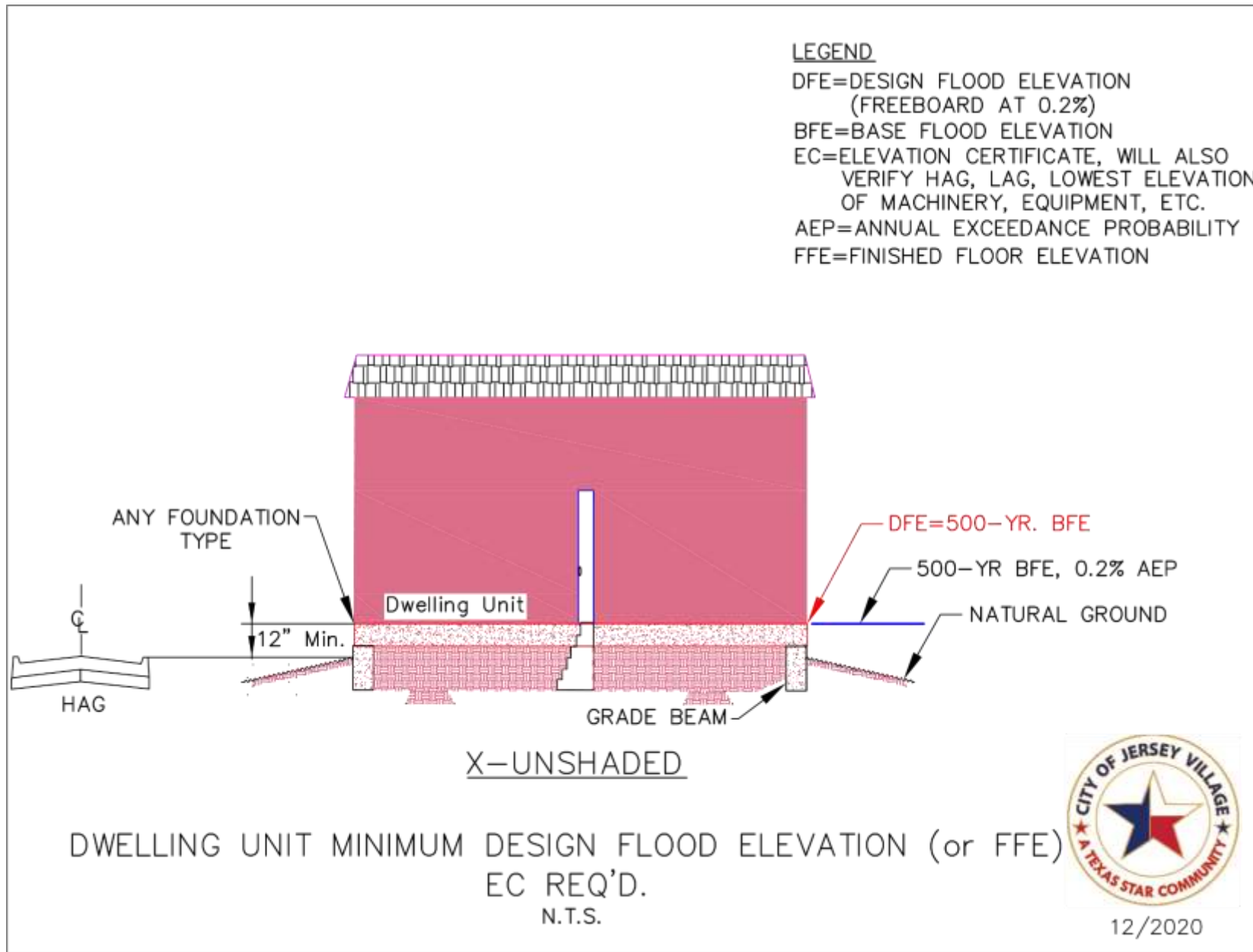
N.T.S.



12/2020







**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** E8

AGENDA SUBJECT: Consider Resolution No. 2020-63, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-152 - Drainage/Floodway Easements; Section 14-221 – Permit to Construct Storm Water Improvements; Section 14-222 – General Provisions; Section 14-223 – Design Criteria; Section 14-225 – Flood Damage Prevention; Section 14-226 – Stormwater Detention; and Section 14-359 – Local Amendments to the International Residential Code.

Dept/Prepared By: Christian Somers, Building Official

Date Submitted: December 15, 2020

EXHIBITS: [Resolution No. 2020-63](#)
[Exhibit A](#) – BBOAA’s Written Recommendation Report

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals met on December 14, 2020 for the purpose of reviewing proposed amendments to the Code of Ordinances of the City of Jersey Village, Texas at Chapter 14 - Building and Development.

In completing their review and discussion, the Board recommends that amendments be made to the Jersey Village Code of Ordinances at Chapter 14, Section 14-152 - Drainage/Floodway Easements; Section 14-221 – Permit to Construct Storm Water Improvements; Section 14-222 – General Provisions; Section 14-223 – Design Criteria; Section 14-225 – Flood Damage Prevention; Section 14-226 – Stormwater Detention; and Section 14-359 – Local Amendments to the International Residential Code as are more specifically defined in Exhibit A, attached hereto and made apart hereof.

This item is to receive the Board’s Written Recommendation Report.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2020-63, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-152 - Drainage/Floodway Easements; Section 14-221 – Permit to Construct Storm Water Improvements; Section 14-222 – General Provisions; Section 14-223 – Design Criteria; Section 14-225 – Flood Damage Prevention; Section 14-226 – Stormwater Detention; and Section 14-359 – Local Amendments to the International Residential Code.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

RESOLUTION NO. 2020-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE WRITTEN RECOMMENDATION REPORT FROM THE BUILDING BOARD OF ADJUSTMENT AND APPEALS PERTAINING TO RECOMMENDED AMENDMENTS TO THE JERSEY VILLAGE CODE OF ORDINANCES AT CHAPTER 14, SECTION 14-152 - DRAINAGE/FLOODWAY EASEMENTS; SECTION 14-221 – PERMIT TO CONSTRUCT STORM WATER IMPROVEMENTS; SECTION 14-222 – GENERAL PROVISIONS; SECTION 14-223 – DESIGN CRITERIA; SECTION 14-225 – FLOOD DAMAGE PREVENTION; SECTION 14-226 – STORMWATER DETENTION; AND SECTION 14-359 – LOCAL AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

THAT, the Building Board of Adjustment and Appeals’ Written Recommendation Report as it pertains to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-152 - Drainage/Floodway Easements; Section 14-221 – Permit to Construct Storm Water Improvements; Section 14-222 – General Provisions; Section 14-223 – Design Criteria; Section 14-225 – Flood Damage Prevention; Section 14-226 – Stormwater Detention; and Section 14-359 – Local Amendments to the International Residential Code is hereby received. The report is attached hereto as “Exhibit A.”

PASSED AND APPROVED this the 21st day of December, 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



EXHIBIT A

**CITY OF JERSEY VILLAGE
BUILDING BOARD OF ADJUSTMENT
AND APPEALS
REPORT OF WRITTEN
RECOMMENDATION
AMENDMENTS TO CHAPTER 14,
SECTION 14-152, 14-221, 14-222, 14-223,
14-225, 14-226 and 14-359**



**CITY OF JERSEY VILLAGE – BUILDING BOARD OF ADJUSTMENT
AND APPEALS REPORT OF WRITTEN RECOMMENDATION
AMENDMENT TO CHAPTER 14
SECTIONS 14-152, 14-221, 14-222, 14-223, 14-225, 14-226 AND 14-359**

The Building Board of Adjustment and Appeals met on December 14, 2020, in order to review amendments at Chapter 14 of the Jersey Village Code of Ordinances at Section 14-152 - Drainage/Floodway Easements; Section 14-221 – Permit to Construct Storm Water Improvements; Section 14-222 – General Provisions; Section 14-223 – Design Criteria; Section 14-225 – Flood Damage Prevention; Section 14-226 – Stormwater Detention; and Section 14-359 – Local Amendments to the International Residential Code in order to align the city’s floodplain higher standards with Harris County Engineering Department.

This review was necessary in order to update the City of Jersey Village’s regulations such as to align with Harris County’s minimum standards, otherwise the municipality would not be eligible for participation in the Partnership Projects funding included in the 2018 Bond (Bond Project ID Z-02 - Partnership Projects with Municipalities, Authorities, and Other Districts in Harris County) projects until they do so.

In completing their review and discussion, the Board recommends that amendments be made to Chapter 14 of the Jersey Village Code of Ordinances at Section 14-152 - Drainage/Floodway Easements; Section 14-221 – Permit to Construct Storm Water Improvements; Section 14-222 – General Provisions; Section 14-223 – Design Criteria; Section 14-225 – Flood Damage Prevention; Section 14-226 – Stormwater Detention; and Section 14-359 – Local Amendments to the International Residential Code in order to align the city’s floodplain higher standards with Harris County Engineering Department. The recommended amendments are indicated on Exhibit “A,” and Exhibit “B” attached hereto and made apart hereof, by adding language underlined and deleting the language struck through.

These recommended changes will be submitted to the City Council at the December 21, 2020 Council Meeting, in accordance with the duties and responsibility of this Board.

Respectfully submitted, this 14th day of December, 2020.

ATTEST:

s/Michael K. O’ Kelley, Board Chairman

s/Christian L. Somers, Building Official
(Secretary to the Board)

ARTICLE VI. - PUBLIC EASEMENT STANDARDS

Sec. 14-151. - Utility easements.

- (a) *Easement criteria.* The developer shall provide easements as follows:
- (1) The developer shall provide utility easements adjacent to and parallel with public streets. Such easements shall be a minimum of ten feet in width along both sides of the street.
 - (2) Easements not less than eight feet in width shall be retained on each side of rear lot lines.
 - (3) Where necessary, easements not less than five feet in width, on each side of side lot lines, shall be retained for poles, wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities. Such easements may be required across parts of lots where determined to be necessary by the city. Where the proposed platted area adjoins an unplatted area, the full easement width may be required along the rear of lots adjoining the unplatted area.
 - (4) Refer to figures 14-1, 14-2 and 14-3 for placement, arrangement and depth of utilities within easements. With the permission of the city and the applicable public utility, locations of a utility line may vary from these standards.
- (b) *Utility easement restrictions.* The developer shall place the following statement of restrictions on the plat whenever easements are dedicated for public use:

Public Easements

All public easements denoted on this plat are hereby dedicated to the use of the public forever. Any public utility, including the City of Jersey Village, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of the property owner. Any public utility, including the City of Jersey Village shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Jersey Village or any public utility shall be responsible for replacing or reimbursing the property owner due to removal or relocation of any obstructions in the public easements.

- (c) *Placement or construction of new utilities.* The developer shall place or construct all new utilities within designated easements or street rights-of-way as shown in figures 14-1 to 14-3.
- (d) *Placement of permanent improvements.* The developer shall not place any structure, foundation, slab or other permanent improvement within any dedicated public easement without written permission from the city.

(Ord. No. 95-04, § 1(501), 2-20-95)

Cross reference— Utilities, ch. 70.

Sec. 14-152. - Drainage/floodway easements.

The developer shall provide drainage easements along all natural and manmade drainage channels and floodways which drain two or more lots or tracts of land according to the following criteria:

- (1) Open drainage channels in accordance with the requirements of the county flood control district.
- (2) Enclosed drainage systems. Where enclosed drainage systems are provided that are not within or adjacent to a public street, the developer shall provide storm drainage easements of 20-foot

minimum width. Easements shall be centered on the system. If necessary, the developer shall provide larger easements.

- (3) See also article IX of this chapter.

Floodplain Restriction

No construction, without the written prior approval of the city shall be allowed within a floodplain, and then only after detailed engineering plans and studies show that no flooding and no obstruction to the natural flow of water will result. If construction is permitted, all finished floor elevations shall, at be a minimum, meet or exceed the minimum flood protection elevation of Table 14-5 of 18 inches above the 100-year base flood elevation.

The existing creeks, lakes, reservoirs or drainage channels, not within a public easement, traversing along or across portions of this subdivision, shall remain as an open channel at all times and shall be maintained by the individual owners of the lots that are the individual owners of the lots that are traversed by or adjacent to the drainage courses along or across such lots. The city shall not be responsible for the maintenance and operation of such private drainageways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing or adjacent to the property clean and free of debris, silt or any substance which would result in unsanitary conditions. The city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner and to alleviate any undesirable conditions that may occur. The natural drainage channels are subject to stormwater overflow and natural bank erosion to an extent that cannot be definitely defined, the city shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structures within the natural drainage channels. The natural drainage channel crossing each lot is shown by the floodplain easement line as shown on the plat.

- (4) See also article IX of this chapter.

(Ord. No. 95-04, § 1(502), 2-20-95; Ord. No. 2011-14, § 2(Exh. B), 3-21-11)

Sec. 14-153. - Emergency access easements.

The developer shall provide emergency access easements as required by the city. These easements shall have a minimum width of 28 feet and a minimum height clearance of 14 feet. Any emergency access easement shall either connect at each end to a dedicated public street or be provided with a turnaround having a minimum diameter of 80 feet with an additional distance of ten feet on all sides clear of permanent structures. The developer shall design and construct the driving surface within emergency access easements according to standards established for local public streets. All structures shall be located within 150 feet of a dedicated and improved emergency access easement. (See also the building code and fire code).

(Ord. No. 95-04, § 1(503), 2-20-95)

Sec. 14-154. - Figure 14-1; utility placement in right-of-way with adjacent easements.

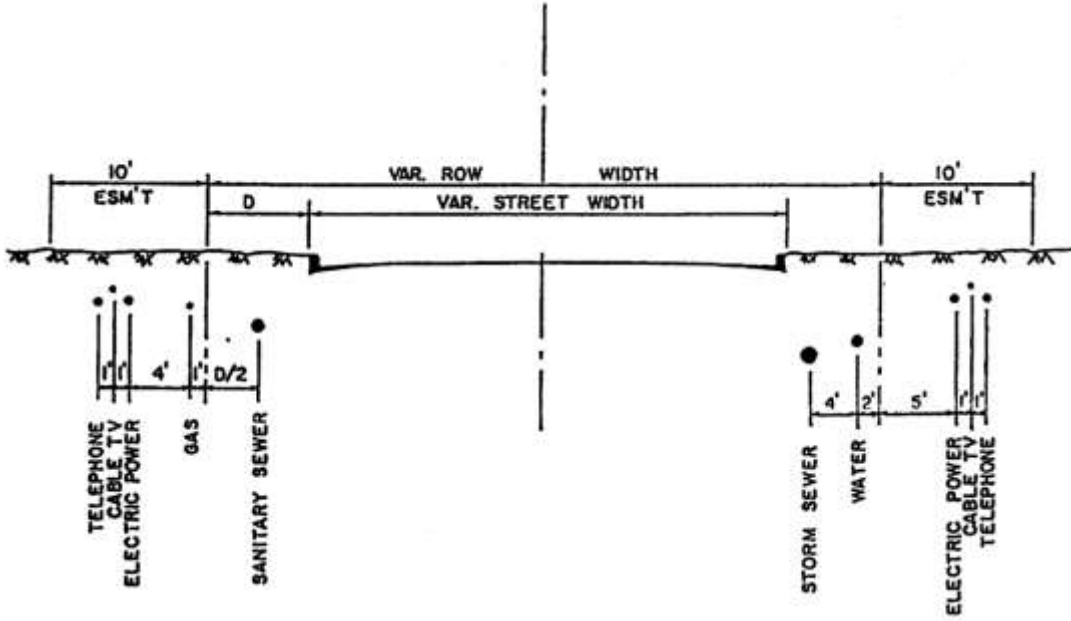


Figure 14-1 Utility placement in right-of-way

(Ord. No. 95-04, § 1(fig. 5-1), 2-20-95)

Sec. 14-155. - Figure 14-2; utility placement in right-of-way with adjacent easements (overhead).

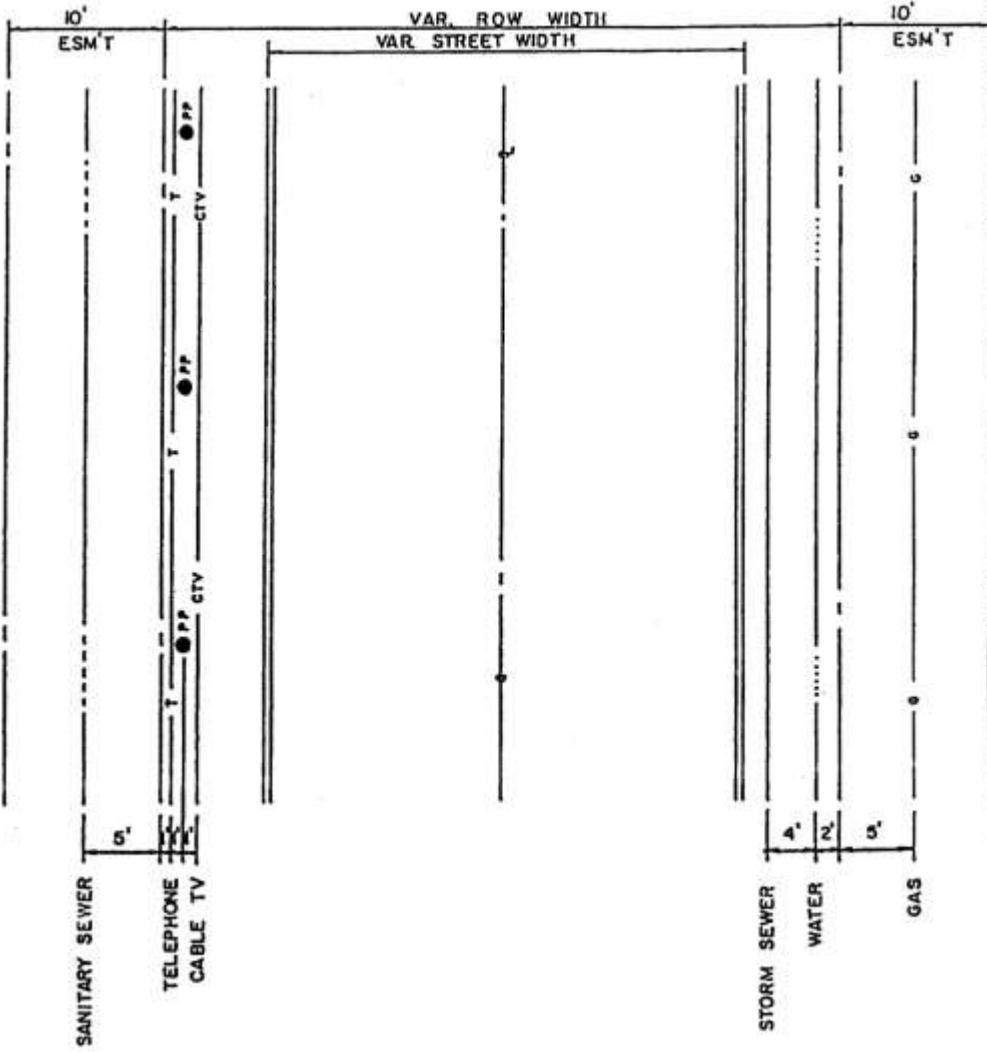
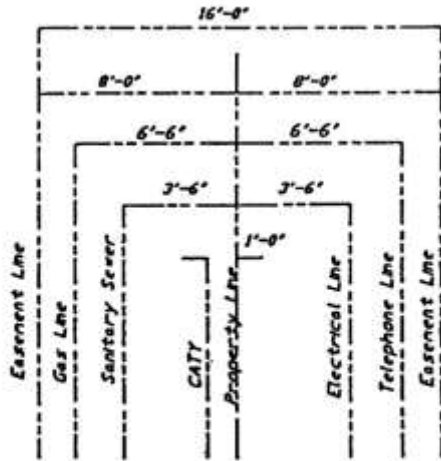


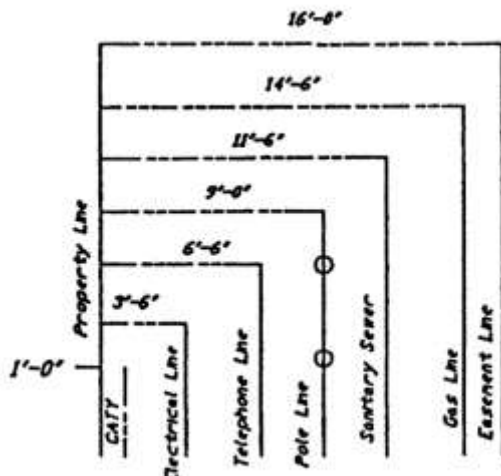
Figure 14-2 Utility placement in right-of-way (overhead)

(Ord. No. 95-04, § 1(fig. 5-2), 2-20-95)

Sec. 14-156. - Figure 14-3; utility placement in backlot easement.



Back-To-Back Easement



Perimeter Easement

Figure 14-3 Utility placement in right-of-way (backlot)

(Ord. No. 95-04, § 1(fig. 5-3), 2-20-95)

Secs. 14-157—14-170. - Reserved.

ARTICLE IX. - STORM DRAINAGE AND FLOOD DAMAGE PREVENTION⁽⁸⁾

Footnotes:

--- (8) ---

Editor's note— Ord. No. 00-11, § 3, adopted Mar. 20, 2000, repealed art. IX in its entirety and replaced it with new provisions to read as herein set out. Formerly, art. IX pertained to similar subject matter. See the Code Comparative Table. Later, Ord. No. 2019-05, § 2, adopted Feb. 18, 2019, changed the title of art. IX from "Storm Drainage and Flood Control" to "Storm Drainage and Flood Damage Prevention," as set out herein.

Sec. 14-220. - Reclamation permit required.

The developer shall obtain a permit from the city before any grading activities within the city or excavating within a watercourse; constructing, altering, or relocating a watercourse; altering any embankment within a watercourse; depositing or removing any material within a watercourse; constructing, altering or removing any structure within a watercourse; or planting or removing any vegetation within a watercourse. An application for a permit shall be accompanied by the payment of a fee in accordance with the duly adopted schedule of fees.

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2011-14, § 3(Exh. C), 3-21-11)

Sec. 14-221. - Permit to construct storm water improvements.

- (a) *Public improvement permit required.* A person commits an offense if he constructs, alters or removes any public storm water improvement without a permit for the work from the city.
- (b) *Application procedures.* The developer shall submit an application for the permit on standard forms provided by the city. The application shall be accompanied by three complete sets of proposed construction documents. Such plans and one set of construction cost estimates shall bear the seal of an engineer registered in the state and shall be prepared in accordance with the latest city standards.
- (c) *Issuance and fees.* A permit for construction, alteration or removal of public improvements can be issued upon approval of the engineered documents and cost estimates for the work and payment of a plan checking and inspection fee in accordance with the duly adopted schedule of fees.
- (d) *Construction documents.*
 - (1) *Storm drainage construction plans.* The developer shall submit storm drainage plans as part of a complete construction document package showing the information specified as follows:
 - a. A plan and profile of proposed storm sewers or channels, showing hydraulic data, pipe grades and sizes, manholes, inlets, pipe connections, outlet structures, etc., in conformance with the criteria established in this article. All plans shall show existing and proposed topography with a minimum of two contour lines with at least one-foot intervals and all existing public improvements (streets, sewer, water, etc.) and public easements. Existing and proposed private improvements shall be shown including but not limited to building foundations, patios, decks, swimming pools, drives, parking lots, walks, landscape areas, etc. Surveyed spot elevations within the property shall be provided in a grid pattern with a maximum distance of 25 feet between points and along the property line at intervals of 25 feet. No elevations changes shall occur around the perimeter of the property.

Each plan shall show the seal and signature of an engineer registered in the state who prepared the plans. Each sheet shall include north point, scale (minimum engineering scale one inch to 40 feet), date and benchmark description to sea level datum. All elevations must be referenced to the datum used for the effective Flood Insurance Rate Maps published by the Federal Emergency Management Agency.
 - b. A general location map of the tract showing the entire watershed (a USGS quadrangle is satisfactory).
 - c. Calculations showing the anticipated stormwater flow, including watershed area, runoff coefficient and time of concentrations shall be included on the plans and submitted showing

basis for design of all improvements. Drainage areas shall be clearly delineated on a drainage map.

- d. Detailed plans for any bridges, culverts, catchbasins, any other drainage structures, or any other improvements to be made. Hydraulic grade lines shall be shown on profiles and computations shall be included on the plans.
 - e. Upon completion of construction, the developer must submit an as-built plan set to the city to verify the construction was completed in accordance with the approved plans. The city will not issue a certificate of occupancy after the completion of construction until an as-built plan has been submitted and approved by the city.
- (2) *Design summary.* The developer shall submit a separate report entitled "Engineering Design Summary" with final plans and specifications for construction of public improvements, and shall summarize calculations and such other engineering information pertaining to the major items of design significance as may be necessary in the city's review of the plans and specifications to determine whether the facilities proposed for construction have been designed in accordance with the intent of the city's design criteria. Calculations shall include drainage facilities, water demand, sewage flows and any others considered necessary by the city.
- (3) *Format.*
- a. The developer shall submit all improvement plans to the city on sheets 24 inches by 36 inches. A binding margin shall be provided of not less than one and one-half inches on the left side of the sheet and margins not less than one-half inch on the three other sides. Other media may be accepted if approved by the city prior to submission.
 - b. Upon approval by the city and by the county flood control district (if required), of the engineering plans and conditional approval of the final subdivision plat, the developer will be issued a permit to construct public improvements.
 - c. Upon completion of the required public improvements, the developer's engineer registered in the state shall present to the city ~~high quality, reproducible drafting film (four mils thick) of complete~~ as-built plans for all paving, drainage structure, storm drains, water lines and sewer lines within 30 days of the completion of each contract. The engineer registered in the state shall confirm in writing that the as-built plans are in fact true representations of the actual construction.
 - d. The city shall not accept ownership or maintenance of any public improvements until the developer submits all final plats, all as-built plans and a one-year maintenance bond relating to the project to the city.

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2011-14, § 3(Exh. C), 3-21-11)

Sec. 14-222. - General provisions.

The developer shall design and construct drainage facilities in accordance with this article. The following design criteria are the city's minimum methods and standards. Other hydrologic and hydraulic design methods may be used to satisfy drainage requirements with prior approval of the city:

- (1) *Channel design.* The developer shall design all channels in accordance with county flood control district criteria and shall have such designs approved by the Harris County Flood Control District (HCFCD) and by the city's public works department and floodplain administrator.
- (2) *Discharge points.* The developer shall terminate all drainage improvements at a discharge point approved by the HCFCD.
- (3) *Public streets as drainage facilities.* The maximum depth of water to be allowed in local streets at a ~~three~~two-year design flow shall be at the top of the crown, or the top of the curb, whichever is least. The maximum spread of water in collector streets at ten-year design flow shall allow for

one clear lane of traffic (12 feet wide). The maximum spread of water in arterial streets at ten-year design flow shall allow for two clear lanes of traffic (24 feet wide).

- (4) *Storm drainage systems.* The developer shall install an underground storm drain on curb and gutter streets beginning at the point where the calculated stormwater runoff is of such a quantity that it exceeds the height specified above (~~see also table 14-8~~). The developer shall construct the storm drain system from this point to an approved outlet. The developer shall design and construct storm drainage facilities to terminate at an outlet approved by HCFCFCD.
- (5) *Habitable structures.* The developer shall provide adequate means for stormwater runoff in excess of the streets' designed storm capacity (i.e., ~~three~~two, ten-year storm) to flow around habitable structures. New habitable structures and additions shall meet or exceed the minimum flood protection elevations as shown in Table 14-5.
- a. If adjacent topography rises away from the street, the developer shall provide a grading/drainage plan which shows that all building sites can provide a finished floor elevation:
 1. At least one foot above the top of the curb using the highest point along the portion of such curb fronting the building site; or
 2. At least 18-inches above the top of ditch elevation, using the highest point along the portion of such ditch fronting the building site.
 3. The lowest finished floor elevation shall, at be a minimum, meet or exceed the criteria of Table 14-5 of 18-inches above the 100-year (one percent probability) storm base flood elevation as determined by the effective Flood Insurance Rate Maps and Flood Insurance Studies published by the Federal Emergency Management Agency. Areas outside of the FEMA regulatory floodplain limits shall, also provide at a minimum, meet or exceed the criteria of Table 14-5 of 18-inches above the 100-year (one percent probability) base flood elevation. An engineer or surveyor registered with the State of Texas shall provide documentation that this requirement is met. An Elevation Certificate, ~~FEMA Form 81-31, dated March 2009 or subsequent revisions~~ shall be filed upon completion of the construction and prior to the issuance of a certificate of occupancy.
 4. All residential lots shall be sloped from back-to-front at a minimum grade of one percent.
 - b. If adjacent topography falls away from the street, the developer shall provide a grading/drainage plan which shows that all building sites can provide a finished floor elevation at least one foot above the ground elevation along all sides of the building site and, at a minimum, meet or exceed the criteria of Table 14-5 of 18 inches above the 100-year (one percent probability) base flood elevation.
 - c. The developer shall design and construct all streets to minimize any fill required to bring building pads into compliance with this chapter.
 - d. The lowest finished floor elevations shall meet or exceed the criteria of Table 14-5 within the 100-year floodplain shall be set a minimum of 18 inches above the 100-year (one percent probability) base flood elevation as determined by the most recent flood insurance rate maps.
 - e. Alternate methods of building protection of those above may be accepted by the city upon submittal of detailed, engineered plans.

TABLE 14-5
MINIMUM FLOOD PROTECTION ELEVATION REGULATIONS

Minimum Flood Protection Elevation Regulations			
<i>See also Section 14-333 of the Code of Ordinances</i>			
Special Flood Hazard Area	Design Flood Elevation (DFE) (Freeboard Above .2%)	Foundation Type	FF Proof
Floodway	+36 inches	Pier & Beam	EC (CD, BUC, FC)
Critical Facility	+36 inches	Any, unless in A-zones	EC (CD, BUC, FC)
<i>*Located outside of A-zones, to the extent possible</i>			
AE	+24 Inches	Pier & Beam	EC (CD, BUC, FC)
X-Shaded	At or above the 500 yr. floodplain elevation	Any	EC (CD, BUC, FC)
X-Unshaded	No additional above .2%	Any	EC (CD, BUC, FC)
Legend:			
<i>FF= Finished Floor Elevation</i>			
<i>EC= Elevation Certificate</i>			
<i>Types of EC: Construction Drawings (CD); Building Under Construction (BUC); Finished Construction (FC). The final Finished Construction EC will also verify Highest Adjacent Grade (HAG), Lowest Adjacent Grade (LAG), lowest elevation of machinery and equipment, etc.</i>			

See minimum flood elevation protection graphics at Section 14-334.

- (6) *Drainage system criteria.* Storm drainage shall be by curb and gutter and underground pipe network. Flow velocities shall be between three and eight feet per second in the pipe.
- (7) *Bridges and box culverts.* The developer shall design and construct bridges and box culverts on all street crossings over all drainageways and floodways in accordance with HCFCD criteria.

- (8) *Valley gutters.* The developer shall provide concrete valley gutters if the gutter flow must be carried across intersections of curbed streets.
- (9) *Public easements required.* All public drainage facilities shall be placed in public easements as described in article VI of this chapter.

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2011-14, § 3(Exh. C), 3-21-11)

Sec. 14-223. - Design criteria.

- (a) *Basis for discharge.* The developer shall design drainage improvements for watersheds less than 640 acres based on flood discharges determined from the Rational Formula. The Rational Formula for calculating storm flows is shown in figure 14-10. All outfalls and channels shall be designed in accordance with HCFCF criteria. Drainage areas in excess of 640 acres shall be analyzed in accordance with the HCFCF criteria.
- (b) *Determination of time of concentration.* The time of concentration may be calculated based on the average runoff velocities shown in table 14-7.
- (c) *Storm frequency.* Design storm frequencies for storm drainage improvements are shown in table 14-9.
- (d) *Underground drainage facility design.* The developer shall calculate underground drainage facility (storm drain) capacity by Manning's Formula (table 14-8).

TABLE 14-7
VELOCITY OF RUNOFF

Description of Watercourse (% Slope)	Velocity of Runoff in Feet per Second for Slope in Percent			
	0 to 3	4 to 7	8 to 11	Over 12
Overland surface drainage (ft./sec.)	5	10	15	18
Channels	Determine V by Manning's Formula			
Storm sewers	Determine V by Manning's Formula			

For street or gutter flow, the velocity shall be based on the grade of the street. In the absence of detailed calculation by Manning's Formula for the specific street section, the average velocities shown in table 14-8 may be used.

FIGURE 14-10
THE RATIONAL FORMULA

$$Q = CIA,$$

where:

Q =		the maximum storm flow rate at a given point (in cubic feet per second);
C =		a runoff coefficient which varies with the topography, land use and moisture content of the soil at the time. The runoff coefficient shall be based on the ultimate use of the land. The runoff coefficient can be selected from the major use classification shown below.

Shopping centers		0.95
Business areas		0.80
Industrial areas		0.70
Residential areas		
(1) Less than 2 lots/acre		0.40
(2) Greater than 2 lots/acre but less than 4 lots/acre		0.50
(3) Greater than 4 lots/acre but less than 8 lots/acre		0.60
(4) Greater than 8 lots/acre		0.75
Multifamily residential		0.75
Park and open space		0.30

I =		the average intensity of rainfall in inches per hour for a period equal to the time of concentration of flow from the farthest point of the drainage area to the point under consideration.

$$I = b / (t + d)^e$$

For IDF curves, TxDOT⁴ uses a formula for approximating the intensity-duration-frequency curve. The formula is

$$i = \frac{b}{(t_c + d)^e} \tag{3}$$

⁴TxDOT Hydraulic Design Guidelines, <http://manuals.dot.state.tx.us/dynaweb/colbridg/hyd>

where:

d = 7.8 and

	3-year	5-year	10-year	25-year	50-year
b =	69.3	73	80	84	94
e =	0.783	0.778	0.759	0.739	0.740
t =	time of concentration in minutes				

Coefficient	50 % AEP 2-Year	20 % AEP 5-Year	10 % AEP 10-Year	4 % AEP 25-Year	2 % AEP 50-Year	1 % AEP 100-Year	0.2 % AEP 500-Year
Region 3							
e	0.7244	0.6900	0.6623	0.6294	0.6096	0.5797	0.5196
b (in.)	48.35	52.32	54.68	57.79	61.00	60.66	62.17
d (min.)	9.07	7.88	6.96	5.89	5.46	4.44	2.95

AEP - annual exceedance probability

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A	=	the drainage area, in acres, tributary to the point under design calculated from the drainage map of the area. This drainage map shall be submitted with any drainage plans submitted for consideration by the city.
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**TABLE 14-8
AVERAGE VELOCITIES OF RUNOFF**

Slope of Gutter (percent)	Assumed Velocity (feet/second)
0.3	1.2
0.5	1.5
1.0	2.2
2.0	3.1
3.0	3.8
4.0	4.3
5.0	4.9
6.0	5.3
8.0	6.1
10.0	6.9

Using the average velocities in table 14-8, the developer shall calculate the time of concentration by the formula shown in figure 14-12 or by other recognized formulas such as the Texas Department of Transportation formulas unless more data is shown on the plans for calculating time of concentration.

**TABLE 14-9
DESIGN STORM FREQUENCY**

Type of Facility	Description of Area to be Drained	Minimum Design Frequency (years)
Streets and storm sewers or side ditches, combined*	Residential**, commercial and industrial	Local— 3 Collector—5 Arterial—10
Culverts, bridges, channels and creeks	Any type of area less than 640 acres	100
* If in a storm drain system, an inlet is located at a low point so that flow in excess of the storm drain capacity would be directed onto private property, and such overflow could cause damage or serious inconvenience, in the opinion of the city, the design frequency shall be 25 years.		
** Residential includes new or teardown and reconstruction on single family lots.		

¹FIGURE 14-11
MANNING'S FORMULA

$$Q = 1.486 \cdot A \cdot R^{2/3} \cdot S^{1/2} / n$$

The volume flow in the channel can be calculated as

$$q = A v = (k_n / n) R_h^{2/3} S^{1/2}$$

where:

Q = the discharge in cubic feet per second;

A = the cross sectional area of flow in square feet;

R = the hydraulic radius in feet = area/wetted perimeter;

S = the slope of the hydraulic gradient in feet per foot;

¹ Engineering ToolBox, (2004). *Manning's Formula for Gravity Flow*. [online] Available at: https://www.engineeringtoolbox.com/mannings-formula-gravity-flow-d_800.html

n = the coefficient of roughness.

Manning's equation can be used to calculate average velocity flow in open channel

$$v = (k_n/n) R_h^{2/3} S^{1/2}$$

where

v = cross-sectional mean velocity (ft/s, m/s)

$k_n = 1.486$ for English units and $k_n = 1.0$ for SI units

n = Manning coefficient of roughness

R_h = hydraulic radius (ft, m)

S = slope – or gradient – of pipe (ft/ft, m/m)

Hydraulic radius can be expressed as

$$R_h = A/P_w$$

where

A = Cross sectional area of flow (ft², m²)

P_w = wetted perimeter (ft, m)

- Flow Section Channels- Geometric Relationships

The volume flow in the channel can be calculated as

$$q = A v = (k_n/n) R_h^{2/3} S^{1/2}$$

where

q = volume flow (ft³/s, m³/s)

The elevation of the hydraulic gradient of the storm sewer shall be below the elevation of the adjacent street gutter. The developer shall use stormwater pipe sized so that the average velocity in the pipe is between three and eight feet per second. Tail water conditions at the outfall of the system shall be no less than the proposed top of pipe of the receiving system.

FIGURE 14-12
TIME OF CONCENTRATION

~~$T_c = D/(V \times 60)$ Example: If $D=100'$, $V=1.2\text{fps}$, then: $T_c=100'/(1.2\text{fps} \times 60) = (100'/72\text{fpm}) = 1.39 \text{ min.}$
1.39 min. < 10 min., therefore $T_c=10 \text{ min.}$~~

$T_c = D/(V \times 60)$ Example: If $D=100'$, $V=1.2\text{fps}$, then: $T_c=100'/(1.2\text{fps} \times 60) = (100'/72\text{fpm}) = 1.39 \text{ min.}$
1.39 min. < 10 min., therefore $T_c=10 \text{ min.}$

~~+10~~

where:

T_c	=	Time of concentration in minutes for use in figure 14- 11 <u>10</u> . The minimum time of concentration shall be ten minutes.
D	=	Distance in feet from point of concentration to the hydraulically most distant part of the drainage basin under construction.
V	=	Velocity in feet per second from table 14-1 <u>14.7, 14.8</u> or velocity calculated by an engineer for streets and/or storm sewers.

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (3) Storm water flows shall be contained within the property and discharged to a public right-of-way. Acceptable methods to contain flows include use of adequately sized swales, curbs, area inlets, or methods that will contain flows on the development parcel and prevent spill over onto adjacent private property. Fence lines shall be designed to avoid impeding storm water flows within the side lot swales. All swales must be contained within the development parcel unless a recorded easement is provided.
- (4) Storm water flows up to the city's design storm shall not go onto an adjacent private property without a drainage easement recorded at the Harris County Clerk's office. No private agreements between property owners will be allowed unless recorded at the county clerk's office and approved by the city.
- (5) The use of French drains are not permissible as a drainage element to contain and convey flows to public rights-of-way.
- (6) Area drains shall have a minimum grate size of 12 inches by 12 inches and be designed to accommodate the full design storm. Cleanouts shall be provided at all junctions and at every bend.
- (7) For single family residential developments, roof drains may be tied into a storm sewer system. All tie in points shall be identified on the construction plans. A minimum pipe diameter of four inches shall be allowed for one roof drain. A minimum pipe diameter of six inches shall be allowed for up to four roof drains. For all other land uses, roof drains shall be properly sized by a registered

engineer or architect. The minimum pipe sizes listed for single family developments shall also be used.

TABLE 14-10
COEFFICIENT OF ROUGHNESS ⁽¹⁾

Open Channels		Maximum Permissible Velocity in Feet/Second	Coefficient "n"
Paved			
	Concrete	15	0.011 to 0.020
	Asphalt	15	0.013 to 0.017
	Rubble or riprap	15	0.017 to 0.030
Earth ⁽²⁾			
	Bare, sandy silt, weathered	2.0	0.020 to 0.150
	Silt clay or soft shale	3.5	0.020 to 0.150
	Clay	6.0	0.020 to 0.150
	Soft sandstone	8.0	0.020 to 0.150
	Clean gravelly soil	6.0	0.030 to 0.150
Turf			
	Shallow flow	6.0	0.06 to 0.08
	Depth of flow over 1 foot	6.0	0.04 to 0.06

⁽¹⁾ Coefficient of roughness in accordance with HCFCD criteria, if required.

(2) Will vary with straightness of alignment, smoothness of bed and side slopes, and whether channel has light vegetation or is choked with weeds and brush.

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2011-14, § 3(Exh. C), 3-21-11)

Sec. 14-224. - Reserved.

Sec. 14-225. - Flood damage prevention.

(a) *Permit required.*

- (1) No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.
- (2) A floodplain development permit shall be required to ensure conformance with the provisions of this chapter. This chapter shall apply to all areas of special flood hazard within the jurisdiction of the City.
- (3) The developer shall obtain a floodplain development permit from the city prior to locating, altering, or changing the use of any structure or land within an area of special flood hazard.
- (4) An application for a permit shall be accompanied by the payment of a fee in accordance with the duly adopted schedule of fees.
- (5) This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(b) *Designation of flood hazard zones.* The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the current scientific and engineering report entitled, The Flood Insurance Study (FIS) of Harris County, Texas and Incorporated Areas, dated November 15, 2019 with accompanying Flood Insurance Rate Maps (FIRM) dated November 15, 2019, and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

(c) *Designation of the floodplain administrator.* The director of public works, or the director's designated agent, is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

(d) *Duties and responsibilities of the floodplain administrator.* Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit applications to determine whether proposed building sites and projects, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for [floodplain] development permits required by adoption of this chapter.
- (4) Review permits for proposed development to ensure that all necessary permits have been obtained from those federal, state or local governmental agencies (including but not limited to section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334, and the Endangered Species Act of 1973) from which prior approval is required.
- (5) Determine the flood hazard boundary line, where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).

- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency (the Texas Water Development Board and the Texas Commission on Environmental Quality), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - (7) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - (8) Obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of the section when base flood elevation data has not been provided in accordance with subsection (b) of this section.
 - (9) Require that no new construction, substantial improvements or other development (including fill) shall be permitted within flood hazard zones A1-30 and AE on the city's flood insurance rate maps [FIRM], when a regulatory floodway has not been designated, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevations of the base flood by more than one foot at any point in the city, that the proposed development complies with all of the provisions of 44 CFR Chapter 1, Section 65.12, and that the proposed development shall meet the requirements of the Harris County Flood Control District.
 - (10) In the interpretation and application of this chapter, all provisions shall be:
 - a. Considered as minimum requirements;
 - b. Liberally construed in favor of the city; and
 - c. Deemed neither to limit nor repeal any other powers granted under State law.
 - (11) The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or any official or employee thereof that result from reliance on this chapter or any administrative decision made hereunder.
- (e) *Permit procedures for flood hazard zone areas.*
- (1) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by the city and may include, but not be limited to, site plans [as described in subsection 14-6(d)] and plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - a. Elevation (in relation to sea level datum) of the lowest floor (including the basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - c. A certificate from an engineer or architect registered in the state that the nonresidential floodproofed structure shall meet the floodproofing criteria of subsection (h)(2) below;
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and
 - e. Maintain a record of all such information in accordance with subsection (d)(1) above.
 - (2) Approval or denial of a floodplain development permit by the city shall be based on all of the provisions of this section and emphasizing the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;

- b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of a waterfront location, where applicable;
 - i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - j. The relationship of the proposed use to the comprehensive plan for that area.
- (f) *Appeal and variance procedures.* A developer may appeal the decision of the [floodplain administrator] to the board of adjustment when it is alleged there has been an error in any requirement, decision or determination in the enforcement or administration of this chapter. The procedure for an appeal shall be according to the hardship relief procedures contained in section 14-9. The board of adjustment shall hear and render judgment on a developer's request for variance(s) from the requirements of this chapter. Prerequisites for granting variances are:
- (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon showing a good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship to the applicant and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Variances may be granted by the city for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that the criteria outlined in subsection (e)(2) above, and this subsection are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and 500-year storm and create no additional threats to public safety.
 - (4) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection (e)(2) above, has been fully considered. As the lot size increase beyond the one-half acre, the technical justification required for issuing the variance increases.
 - (5) Variances shall not be issued within any designated floodway.
 - (6) Other variance provisions.
 - a. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
 - b. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.

- c. Upon consideration of the factors noted above and the intent of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
 - d. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (g) *General standards for flood hazard reduction.* In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 - (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage. FEMA Bulletins 1-93, 2-93, and 3-93 or subsequent revisions will serve as the guideline for this requirement;
 - (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
 - (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
 - (8) All new construction or substantial improvements shall obtain approval of an elevation certificate, ~~FEMA Form 81-31 dated March 2009 and subsequent revisions~~ verifying that the finish floor elevation meets or exceeds the criteria of Table 14-5~~minimum freeboard between the 100-year base flood elevation and lowest finished floor elevation is 18 inches.~~
 - (9) If any substantial improvement including the reconstruction, rehabilitation, addition or other improvement of a habitable structure where the cost of which equals or exceeds 50 percent of the marked value of the structure before "start of construction" occurs, then the entire existing nonconforming building must meet the requirements for new development.
 - (10) If a structure is substantially damaged, where the damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged conditions would equal or exceed 50 percent of the market value of the structure before the damage occurred, it shall not be reconstructed except in conformity with the provisions of this chapter.
- (h) *Specific standards.* In all areas of special flood hazards where base flood elevation data has been provided as set forth in subsections (b), (d)(8) and (l)(2) of this section, the following provisions are required:
- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including the basement), together with the attendant utility and sanitary facilities, and machinery and equipment, elevated so as to meet or exceed the criteria of Table 14-5~~to a minimum of 18 inches above the 100-year base flood elevation.~~ A land surveyor registered in the state shall submit a certification to the city prior to receiving a development permit that the standard of this subsection is satisfied. No additional fill below the 100-year base flood elevation is permissible, however on-site soils may be used to construct a

building pad area as long as there is no loss in the floodplain volume storage. Soil cut and fill quantities shall be provided on the construction plans to for earthwork quantities below the 100-year base flood elevation. Use of pier and beam construction, or stem walls with proper flood openings in the foundation as described in section 14-225(g) is permitted as long as the property shall have no net increase in volume of material on the lot below the base flood elevation, with the exceptions of the small amount of concrete used for construction. A dwelling unit's sanitary drains, such as where the flood level rim of the plumbing fixture is below the DFE, may be placed below the DFE where the building's sanitary sewer is protected with a backflow device.

- (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including the basement) elevated ~~so as to meet or exceed the criteria of Table 14-5 to a minimum of 18 inches above the 100-year base flood level~~ or, together with attendant utility and sanitary facilities, and machinery and equipment, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. An engineer or architect registered in the state shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the city as part of the permanent development permit file. A FEMA Floodproofing Certificate for Non-Residential Structures, Form 81-65, dated March 2009 and subsequent revisions shall be used and approved. No additional fill below the ~~400~~500-year floodplain base flood elevation is permissible. Soil cut and fill quantities shall be provided on the construction plans to for earthwork quantities below the ~~400~~500-year floodplain base flood elevation. A building's sanitary drains, such as where the flood level rim of the plumbing fixture is below the DFE, may be placed below the DFE where the building's sanitary sewer is protected with a backflow device.
- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles including detached or attached garages, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must be certified by an engineer or architect registered in the state that meet or exceed the following minimum criteria:
- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided or the requirements in ~~FEMA~~ the National Flood Insurance Program's NFIP Technical Bulletin 1-93, dated March 2020, or subsequent revisions shall serve as guidelines for this requirement.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
 - d. Construction materials shall be resistant to flood damage.
 - e. No additional net fill below the 100-year base flood elevation at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans to for all earthwork quantities activities below the 100-year base flood elevation.
- (4) *Manufactured homes.*
- a. All manufactured homes to be placed within flood hazard zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement,

manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

- b. All manufactured homes shall be in compliance with subsection (c)(1) of this section (first floor elevation must meet or exceed the criteria of Table 14-518 inches above the 100-year base flood level).
 - c. All manufactured homes to be placed or substantially improved within flood hazard zones A, and AE on the city's FIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated so as to meet or exceed the criteria of Table 14-518 inches above the 100-year base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection (h)(4)a. of this section.
 - d. A person commits an offense if he places any manufactured home in the regulatory floodway in other than an existing manufactured home park or manufactured home subdivision.
 - e. No additional net fill below the 100-year base flood elevation at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans ~~to~~ for all earthwork quantities/activities below the 100-year base flood elevation.
- (i) *Standards for subdivision proposals.*
- (1) The developer of subdivisions, including manufactured home parks and subdivisions, shall obtain a development permit (see subsection (a) above) prior to final platting.
 - (2) Base flood elevation data shall be generated for subdivision proposals and other proposed development including manufactured home parks and subdivisions which are greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to subsection (b) of this section, subsection (d)(8) of this section or elsewhere in this article.
 - (3) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
 - (4) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities (sewer, gas, electrical and water systems) located and constructed to minimize or eliminate flood damage.
 - (5) No additional net fill below the 100-year base flood elevation at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans ~~to~~ for all earthwork quantities/activities below the 100-year base flood elevation.
- (j) *(Reserved) Standards for areas of shallow flooding (flood hazard zones AO/AH).* Located within the areas of special flood hazard established in subsection (b) of this section, ~~are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:~~
- (1) ~~All new construction and substantial improvements of residential structures shall have the lowest floor (including the basement) elevated 18 inches above the 100-year base flood elevation specified in feet on the city's FIRM (at least 18 inches if no depth number is specified). No additional fill below the 100-year base flood elevation is permissible. Soil cut and fill quantities~~

~~shall be provided on the construction plans to for earthwork quantities below the 100-year base flood elevation.~~

- (2) ~~All new construction and substantial improvements of nonresidential structures:~~
- a. ~~Shall have the lowest floor (including the basement) elevated 18 inches above the 100-year base flood elevation specified in feet on the city's FIRM (at least 18 inches if no 100-year base flood elevation is specified); or~~
 - b. ~~Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.~~
 - c. ~~No additional fill below the 100-year base flood elevation is permissible. Soil cut and fill quantities shall be provided on the construction plans to for earthwork quantities below the 100-year base flood elevation.~~
- (3) ~~An engineer or architect registered in the state shall submit a certification to the city which shall become part of the permanent development permit file that the standards of subsection (e)(1)a. above, are satisfied.~~
- (4) ~~Within zones AH or AO the developer shall provide adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.~~
- (k) *Floodways.* Floodways are located within areas of special flood hazard established in subsection (b) of this section. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless approved by HCFCD.
 - (2) Where subsection (1) of this subsection (k) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of subsections (b), and (g) through (k) of this section. ~~In addition, the bottom of the lowest supporting member of any structure shall be elevated 18 inches or more above the 100-year base flood elevation.~~

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2007-24, § 1, 6-18-07; Ord. No. 2011-14, § 3(Exh. C), 3-21-11; Ord. No. 2013-46, § 4(Exh. A), 12-16-13; Ord. No. 2014-15, § 1, 5-19-14; Ord. No. 2019-05, § 2, 2-18-19; Ord. No. 2019-21, § 1, 6-17-19; Ord. No. 2019-32, § 1, 8-19-19)

Sec. 14-226. - Stormwater detention.

- (a) *Detention required.* The developer shall provide stormwater detention according to the standards established in this section for all developments meeting the following criteria:
- (1) In any nonresidential development ~~greater than five acres;~~
 - (2) In any residential development greater than ~~five~~ one acres, except a single-family residential structure and accessory buildings proposed on an existing lot.
- (b) *Definitions.*
- Detention basin.* A facility that provides for temporary storage of stormwater runoff and controlled release of this runoff during and after a flood or storm.
- (c) *Detention facilities design.* The developer shall design the maximum storage to be provided in a detention basin based on the runoff from the 100-year storm event with a 24-hour rainfall depth and reservoir routing methods. The developer shall calculate detention storage using the following hydrograph method:

- (1) *Types of storage facilities.* Detention ponds may be either on-stream or off-stream facilities. An on-stream pond is defined as one that is located on a Harris County Flood Control District ("HCFCD") or Texas Department of Transportation ("TxDOT") ditch and receives runoff from areas significantly larger than the development project under design. An off-stream pond generally receives runoff from a small drainage area consisting primarily of one development project. In the following regulations, the design methods presented are generally oriented to off-stream detention facilities. Specific reference will be made to methods for on-stream facilities.
- (2) *Design consideration.* The developer shall design a gravity detention pond according to the following steps:
- Determine a design inflow hydrograph for the proposed detention pond.
 - Determine the maximum allowable outflow rate from the detention pond.
 - Determine the design tailwater elevation at the downstream end of the outflow structure and the maximum water elevation in the pond.
 - Determine the preliminary sizing of the pond storage capacity and the outflow structure.
 - Determine that the maximum allowable outflow rate is not exceeded by routing a design inflow hydrograph through the pond with adjustment of storage and outflow structure, as required.
 - Insure that these systems will operate properly under design water surface conditions in the pond. Analysis of the hydraulic gradients for storm sewers and inflow channels entering the pond.
 - Analyze rainfall events in excess of the design frequency for structural and flood considerations, including provisions for an emergency spillway or overflow structure.
 - Define any potential geotechnical and structural problems.
- (3) *Geotechnical design.* The developer shall submit to the city a detailed soils investigation by a geotechnical engineer registered in the State of Texas prior to initiating final design of a detention pond.

At a minimum, the soils investigation shall address:

- The ground water conditions at the proposed site.
 - The type of material to be excavated from the pond site and its suitability for fill material.
 - If a dam is to be constructed, adequate investigation of potential seepage problems through the dam and attendant control requirements, the availability of suitable embankment material and the stability requirements for the dam itself.
 - Potential for structural movement on areas adjacent to the pond due to the induced loads from existing or proposed structures and methods of control that may be required.
 - Stability of the pond side slopes.
- (4) *Hydraulic design for drainage areas greater than ~~five~~ one acres.* For draining of areas greater than ~~five~~ one acres, no detailed determination of the inflow hydrograph is required. The maximum allowable outflow rate shall be based on the 100-year, undeveloped runoff from the site and is determined as follows:

$$Q_{MAX} = 1.2 A$$

Where Q is the maximum outflow rate in cubic feet per second and A is the drainage area in acres. For ponds discharging into a roadside ditch or storm sewer, the maximum outflow rate should be restricted to the three-year frequency runoff from the undeveloped site. The allowable undeveloped outflow rate is:

$$Q_{MAX} = 0.5 A$$

The required storage volume, S, of a detention pond for either of the outfall conditions discussed above is a function of the drainage area and determined by:

$$S = 0.55A$$

Where A is the drainage area in acres, no further hydrologic design is required.

- (5) *Hydrologic design for drainage areas greater than 50 acres.* For drainage areas greater than 50 acres, the small watershed method procedure is recommended for use in accordance with the procedures described in Section 3 - Hydrology of the Policy Criteria and Procedure Manual, dated October 2004 and subsequent revisions for the Design of Flood Control and Drainage Facilities, Harris County Flood Control District. Please note areas updated for Atlas 14, per HCFCD.

In the small watershed method, the maximum inflow rate and the volume of runoff to the detention facility shall be determined. With the peak flow and volume of runoff determined, an inflow hydrograph may be developed.

The maximum allowable outflow rate shall be restricted to the flow rate from the undeveloped tract. Design inflow hydrographs and maximum allowable outflow rates shall be determined for both the 100-year and 10-year frequency, except in cases where the receiving stream has less than 100-year frequency capacity. In such cases, the maximum allowable outflow rate shall be limited to the flow from the undeveloped tract for the return period which produces bankfull capacity in the outflow channel. Otherwise, the detention facility could aggravate downstream flooding.

- (6) *On-stream detention ponds.* The developer shall complete a routing study for the design of an on-stream detention pond such as a TxDOT ditch or a HCFCD ditch to develop the design inflow hydrograph and the maximum allowable outflow rate. The specific procedures and assumptions to be used shall be approved by TxDOT, HCFCD and the city prior to initiating design.
- (7) *Hydraulic design.* The developer shall complete the hydraulic design of a detention pond according to the following:
- a. Determine the preliminary sizing of pond storage and outflow structure.
 - b. Determine the design tailwater elevation at the downstream end of the outflow structure and maximum water deviation in the pond.
 - c. Verify that the storage and outflow rate is not exceeded by routing of design inflow hydrograph through the pond with adjustments as necessary.
 - d. Ensure that the systems operate properly under design water surface conditions in the pond by analyzing of the hydraulic gradients for any storm sewers and inflow channels entering the pond.
 - e. Analyze rainfall events in excess of the design frequency for structural and flood considerations.
- (8) *Storage requirements.* The developer shall determine preliminary sizing of the storage volume requirements by plotting the computed inflow hydrograph and a straight line from the origin to the maximum allowable outflow rate on the recession side of the inflow hydrograph, then plan metering the resulting area under the inflow hydrograph above the straight line.

The outflow structure may be sized as follows:

- a. Determine the maximum allowable water surface elevation in the pond for the 100-year frequency inflow hydrograph.
- b. Determine the maximum flow line elevation for the outflow structure.
- c. Estimate the size of the structure required to pass the allowable outflow rate based on the difference in elevation between the 100-year water level in the pond and the top of pipe.
- d. Estimate the size of overflow spillway required to pass the 100-year flow.

Once the preliminary storage and outflow structure have been determined, routing of the inflow hydrograph through the pond shall be performed.

As required input to the reservoir procedure, plots of stage (water surface elevation) versus storage and outflow must be determined. The maximum or 100-year water surface elevation in the pond shall be based on local topography or the 100-year water surface in the outfall channel. Also, of prime consideration in developing the stage-outflow curve is the downstream water surface elevation (tailwater) on the outflow structure. This tailwater elevation may affect the discharge capacity of the outflow structure and must be considered in determining the outflow versus stage relationship.

There are two tailwater conditions which may be applied to detention pond routing: a constant tailwater elevation or tailwater elevations varying with time. Routing a hydrograph through a detention pond should incorporate the effect of the variable tailwater on the outflow. In most cases development of a storm hydrograph in the outfall channel would require extensive watershed modeling.

For drainage areas greater than 50 acres, a constant tailwater elevation for determining the stage-versus-outflow relationship is acceptable. The developer shall use a tailwater elevation either two feet below the 100-year water surface in the detention pond or the 100-year water surface in the channel, whichever is lower.

Once the inflow hydrograph is routed through the pond, the resulting outflow rate shall be compared to the maximum allowable rate. Adjustments in the storage volume and the outflow structure size shall then be made as required to insure that the maximum outflow rate is not exceeded and that the resulting outflow rate is not significantly smaller than required. This process may require several iterations to determine the required storage volume and the outflow structure size. The minimum outflow pipe size shall be 12 inches.

Once the pond has been sized and the outflow structure determined for the 100-year frequency, the resulting maximum ten-year water surface elevation in the pond shall be determined by routing the ten-year inflow hydrograph through the pond. The developer shall use the ten-year water surface in the outfall channel as the constant tailwater elevation for determining the stage-versus-outflow relationship.

Storm events in excess of the 100-year event must be considered in the design of detention facilities from the standpoint of overtopping. For a detention facility which is an excavated pond and has no dam associated with it, the outflow structure shall be designed with an overflow structure or swale.

For ponds which require a dam, the possibility of dam failure due to overtopping of the dam embankment must be considered. Downstream flood damage and loss of life must be evaluated and, if a significant hazard exists, the dam must be adequately designed to prevent such hazards. Specific dam criteria for storm events with frequencies in excess of the 100-year frequency shall be established by the city on a case-by-case basis. These criteria should be established in the preliminary design phase.

The use of hydrograph timing as a substitution for detention on any project is prohibited.

- (9) *Pump systems.* Where it is determined that a pump system is necessary, approval by the city of the preliminary conceptual design shall be obtained before any detailed engineering is performed.

The city shall not approve the use of pump-type detention systems for private use except under the following conditions:

- a. A gravity system is not feasible from an engineering and economic standpoint;
 - b. At least two pumps are provided, each of which is sized to pump the design flow rate, if a triplex system is used, any two of the three pumps must be capable of pumping the design flow rate;
 - c. The selected design outflow rate must not aggravate downstream flooding (Example: A pump system designed to discharge at the existing 100-year flow rate each time the system comes on-line could aggravate flooding for more frequent storm events.);
 - d. Fencing of the control panel is provided to prevent unauthorized operation and vandalism;
 - e. Adequate assurance is provided that the system will be operated and maintained on a continuous basis;
 - f. No public drainage can be tied to a permanent pumped detention facility;
 - g. An emergency source of power is provided; or
 - h. Detention facilities which utilize pumps shall be designed in such a way that should the pump fail, the detention pond will not overflow onto adjacent property. All overflow must be retained on site.
- (10) *Erosion control.* The developer shall provide adequate erosion control and re-vegetation during and following construction of the pond.
- (11) *Safety, aesthetic consideration and multi-purpose use.* Detention ponds may be utilized as private parks and recreational facilities on a case-by-case basis. Also, a parking area may be used for a portion of the storage as long as the 100-year water depth is six inches or less where cars are parked. The proposed use and the facilities to be constructed within the pond area must be specifically approved by the city.
- (d) *Other standards.* For additional details regarding design and construction of stormwater detention facilities refer to Sections 3, 4, and 5 of the Criteria Manual for the Design of Flood Control and Drainage Facilities in Harris County, published by the Harris County Flood Control District and adopted by Harris County Commissioners Court in October 2018. Other methods of design may be used upon prior written approval from the city engineer.

(Ord. No. 00-20, § 1, 6-19-00; Ord. No. 2010-44, § 1, 10-18-10; Ord. No. 2011-14, § 3(Exh. C), 3-21-11; Ord. No. 2019-05, § 2, 2-18-19)

Secs. 14-227—14-239. - Reserved.

Sec. 14-359. - Local amendments to the International Residential Code.

The International Residential Code adopted by section 14-358 is hereby amended as set forth in this section:

Appendix J, Existing Buildings and Structures, is hereby amended to read as follows:

- (a) ~~If, within any 12-month period, alterations, additions, renovations, repairs or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this Code for new buildings in regards to the Design Flood Elevation.~~
- (b) ~~If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this Code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.~~
- (c) ~~[Reserved.]~~
- (d) ~~For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.~~
- (e) ~~The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this code for new buildings.~~

Chapter 1, Scope and administration, Section R103, Department of building safety, of the International Residential Code, is hereby deleted in its entirety.

Section R104.10.1 Flood hazard areas, is deleted in its entirety.

Sec. R105 Permits is hereby amended to include a new subsection, *Sec. R501.1.1, Additional permits*. Temporary storage units and receptacles for debris and rubbish require permits, unless associated with a building permit. Where located in an area of special flood hazard areas (ASFH) special flood hazard area (SFHA), a floodplain development permit will be required.

Section R105.2 Work exempt from permit, is hereby amended to provide as follows:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m²) - unless located in an ~~a~~Area of ~~s~~Special ~~f~~Flood ~~h~~Hazards- (ASFH) / special flood hazard area (SFHA) then a floodplain development permit will be required.
2. Fences both not over 42 inches (1067 mm) high and not over 25 lineal feet. Replacement fencing will be considered new work and must comply with the governing building, development and storm water damage and prevention codes, whether subject to permitting or not. -- though any fencing in an ASFH / SFHA will require a floodplain development permit.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge - unless located in an Area of Special Flood Hazards though any retaining wall of any size, height, and whether or not supporting a surcharge in an ASFH / SFHA will require a floodplain development permit.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1 - unless located in an Area of Special Flood Hazards though any water tank of any capacity or size in an ASFH / SFHA will require a floodplain development permit.

5. Flatwork in a rear yard - unless located in an ASFH / SFHA, then a floodplain development permit will be required.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work - unless located in an ASFH / SFHA Area of Special Flood Hazards, then a floodplain development permit will be required.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep -- unless located in an Area of Special Flood Hazards though any pool of any capacity or depth in an ASFH / SFHA will require a floodplain development permit.
8. Swings and other playground equipment - unless located in the regulatory floodway, then a floodplain development permit will be required.
9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support – though, any awning addition of any size in an ASFH / SFHA will require a floodplain development permit.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above *grade* at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4 - unless located in an Area of Special Flood Hazards though any deck of any size or height in an ASFH / SFHA will require a Floodplain Development Permit.

Where located within an ASFH / SFHA, a floodplain development permit will also be required for all development, to include work involving the dwelling unit, the dwelling unit's lot, grading and outdoor storage (ex: temporary portable storage units; vehicles that aren't fully licensed and highway ready), temporary refuse containers, etc.

Section R105.2.2, Repairs, is hereby amended by adding thereto a modified opening sentence to read as follows:

Except in an ASFH / SFHA,

Section R106.2, Site Plan, is hereby amended by adding thereto new paragraphs (a), (b) and (c) to read as follows:

- (a) For all building sites or lots outside and ~~within the 100-year floodplain~~ an ASFH / SFHA according to the latest flood insurance rate map (FIRM) as established by the Federal Emergency Management Agency in the National Flood Insurance Program, an elevation certificate shall be prepared by a qualified surveyor, licensed by the State of Texas, certifying that the elevation of the first floor of the building or structure is at the required height with relation to the curb of the street and/or the base flood elevation. This certificate shall be required once the foundation is formed and ready for inspection- or, in the case of pier-and-beam construction, when floor decking is installed.
- (b) A survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site showing that the slab height or floor decking is at or above the Design Flood Elevation (DFE) and also show the distance from interior lot lines. This shall be required at the foundation form make-up or upon completion of ~~sub-flooring decking framing~~ for pier-and-beam construction.
- (c) An elevation certificate, topographical survey and civil "As-Builts" shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site or lot showing that all drainage requirements have been satisfied. This shall be required before a certificate of occupancy is issued.

Section 108.4, Violation penalties, is hereby deleted in its entirety.

Section R110.1, Exception No. 2, is hereby deleted.

Section R112, Board of Appeals, is hereby deleted in its entirety.

Chapter 3, Building Planning,

Table R301 is hereby amended to read:

TABLE R301.2(1)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD ^o	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph) ^k	Topographic effects ^c	Special wind region ^l	Wind-borne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c					
2.5	131	NO	NO	NO	A	Negligible	12"	Very Heavy	32	No	(See Footnote g)	25 (City of Sugarland)	68.9°
MANUAL J DESIGN CRITERIAⁿ													
Elevation			Latitude ^e	Winter heating	Summer cooling	Altitude correction factor			Indoor design temperature ^e	Design temperature cooling		Heating temperature difference	
105' (BIAH)			30°	34	89	0			70	75		-	
Cooling temperature difference			Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range			Winter humidity	Summer humidity			
M			15 mph	7.5 mph	75	20			40	50			

or SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(4). The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.
- b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(5)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The outdoor design dry-bulb temperature shall be selected from the columns of 97¹/₂-percent values for winter from Appendix D of the *International Plumbing Code*. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official. [Also see Figure R301.2(1).]
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. Effective Flood Insurance Rate Maps (FIRMs) and effective FIRM index dates and Flood Insurance study dates.

48201CIND0G	11/15/2019
48201C0635M	6/9/2014
48201C0630M	11/15/2019
48201C0445M	5/2/2019
48201C0440N	11/15/2019

Minimum Flood Protection Elevation Regulations			
<i>See also Section 14-333 of the Code of Ordinances</i>			
Special Flood Hazard Area	Design Flood Elevation (DFE) (Freeboard Above .2%)	Foundation Type	FF Proof
Floodway	+36 inches	Pier & Beam	EC (CD, BUC, FC)
Critical Facility <i>*Located outside of A-zones, to the extent possible</i>	+36 inches	Any, unless in A-zones	EC (CD, BUC, FC)
AE	+24 Inches	Pier & Beam	EC (CD, BUC, FC)
X-Shaded	At or above the 500 yr. floodplain elevation	Any	EC (CD, BUC, FC)
X-Unshaded	No additional above .2%	Any	EC (CD, BUC, FC)

Legend:*FF= Finished Floor Elevation**EC= Elevation**Certificate*

Types of EC: Construction Drawings (CD); Building Under Construction (BUC); Finished Construction (FC). The final Finished Construction EC will also verify Highest Adjacent Grade (HAG), Lowest Adjacent Grade (LAG), lowest elevation of machinery and equipment, etc.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

l. In accordance with Figure R301.2(5)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.

o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2(6).

R309 Garages and Carports, Section R309.3 Flood Hazard Areas, is hereby amended to read as follows:

For buildings located in an area of special flood hazards (ASFH) / special flood hazard areas (SFHA) as established by the latest flood insurance rate map (FIRM) and Table R301.2(1), garage floors shall be:

1. Elevated to or above the design flood elevation as determined in Section R322; or
2. If the garage floor level is lower than the design flood elevation, the garage shall be used solely for parking, building access or storage and the floor shall be at or above grade on all sides and shall meet the requirements in Section R322, and are otherwise constructed in accordance with this code. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.

Section R309.5 "Fire Sprinklers." is deleted.

Section, R318.1, Subterranean termite control methods, is hereby amended by adding thereto a modified section to read as follows:

In areas subject to damage from termites as indicated by Table R301.2(1), for all structures of 600 square feet or greater, protection shall be by one, or a combination, of the following methods:

1. Chemical termiticide treatment in accordance with Section R318.2, except ~~with an Areas of Special Flood Hazards (ASFH) / SFHA.~~

R322 Flood-Resistant Construction, Section R322.1.4 Establishing the Design Flood Elevation, is hereby amended to read as follows:

~~See Table R301.2(1) The design flood elevation shall be 18 inches above the base flood elevation at the depth of peak elevation of flooding which has a 1 percent (100-year flood) or greater chance of being equaled or exceeded in any given year.~~

Section R322.1.10 As-Built Elevation Documentation, is hereby amended to read as follows:

A registered design professional shall prepare and seal a FEMA Elevation Certificate of the elevations specified in Section R322.2 or R322.3. The completed Elevation Certificate shall be provided to the Building Official and/or Floodplain Manager prior to issuance of a certificate of occupancy.

Section R322.1.6 Protection of Mechanical, Plumbing and Electrical systems, is hereby amended to read as follows:

Electrical systems, equipment and components; heating, ventilating, air-conditioning; plumbing appliances and plumbing fixtures; duct systems; and other service equipment shall be located at or above the elevation required in Section R322.2 or R322.3. If replaced as part of a substantial improvement, electrical systems, equipment and components; heating, ventilating, air-conditioning and plumbing appliances and plumbing fixtures; duct systems; and other service equipment shall meet the requirements of this section. Systems, fixtures, and equipment and components shall not be mounted on or penetrate through walls intended to break away under flood loads.

Exception: Locating electrical systems, equipment and components is permitted below the elevation required in Section R322.2 or R322.3 provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation in accordance with ASCE 24. Electrical wiring systems are permitted to be located below the required elevation provided that they conform to the provisions of the electrical part of this code for wet locations.

Section R322.1.7 Protection of water supply and sanitary sewage systems, is hereby amended to provide for an additional last sentence:

A dwelling unit's sanitary drains, such as where the flood level rim of the plumbing fixture is below the DFE, may be placed below the DFE where the building's sanitary sewer is protected with a backflow device.

Section R322.2.1 Elevation Requirements, is hereby amended to read as follows:

1. Buildings and structures shall have the lowest floors elevated to or above the design flood elevation.
2. In areas of shallow flooding (AO and AH Zones), buildings and structures shall have the lowest floor (including basement) elevated to or above the DFE at least 18 inches above the highest adjacent grade as a depth number specified in feet on the FIRM. or at least 2 feet if a depth number is not specified.

Chapter 5, Floors, R506.2.1 Concrete Floors, is hereby amended to read as follows:

4. Fill material, when utilized in full compliance with other provisions of the code, shall be free of vegetation and foreign material. All fill shall be compacted to assure uniform support of the slab.

Chapter 33, Storm Drainage, P3302.1 Area Drainage, is hereby amended to read as follows:

1. Storm water flows shall be contained within the property and discharged to a public right-of-way. Acceptable methods to contain flows include use of adequately sized swales, curbs, area inlets, or methods that will contain flows on the development parcel and prevent spill over onto adjacent private property. Fence lines shall be designed to avoid impeding storm water flows within the side lot swales. All swales must be contained within the development parcel unless a recorded easement is provided.

2. Storm water flows up to the city's design storm shall not go onto an adjacent private property without a drainage easement recorded at the Harris County Clerk's office. No private agreements between property owners will be allowed unless recorded at the county clerk's office and approved by the city.
3. The use of *French* drains are not permissible as a drainage element to contain and convey flows to public rights-of-way.
4. Area drains shall have a minimum grate size of 12 inches by 12 inches and be designed to accommodate the full design storm. Cleanouts shall be provided at all junctions and at every bend.
5. For single family residential developments, roof drains may be tied into a storm sewer system. All tie in points shall be identified on the construction plans. A minimum pipe diameter of four inches shall be allowed for one roof drain. A minimum pipe diameter of six inches shall be allowed for up to four roof drains. For all other land uses, roof drains shall be properly sized by a registered engineer or architect. The minimum pipe sizes listed for single family developments shall also be used.

Section P3303 Sumps and Pumping Systems. The sump pump, pit and discharge piping shall conform to Sections P3303.1.1 through P3303.1.4.

P3303.1.1 Pump Capacity and Head. The sump pump shall be of a capacity and head appropriate to anticipated use requirements.

P3303.1.2 Sump Pit. The sump pit shall be not less than 18 inches (457 mm) in diameter and 24 inches (610 mm) deep, unless otherwise *approved*. The pit shall be accessible and located so that all drainage flows into the pit by gravity. The sump pit shall be constructed of tile, steel, plastic, cast-iron, concrete or other *approved* material, with a removable cover adequate to support anticipated loads in the area of use. The pit floor shall be solid and provide permanent support for the pump.

P3303.1.3 Electrical. Electrical outlets shall meet the requirements of Chapters 34 through 43.

P3304 Materials. Piping and fittings shall meet the requirements of Sections P3002.1, P3002.2, P3002.3 and P3003. Discharge piping shall include an accessible full flow check valve. Pipe and fittings shall be the same size as, or larger than, pump discharge tapping.

The International Residential Code adopted by section 14-358 is hereby amended as set forth in this section:

Appendix J, Existing Buildings and Structures, Section AJ102.5 Flood hazard areas is hereby amended by adding new paragraphs (a), (b), (c), (d) and (e) to read as follows:

Work performed in existing buildings located in a flood hazard area as established by Table R301.2(1) shall be subject to the provisions of Section R105.3.1.1, and

- (a) If, within any 12-month period, alterations, additions, renovations, repairs or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this Code for new buildings in regards to the ~~d~~Design ~~f~~Flood ~~e~~Elevation (DFE).
- (b) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this Code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.
- (c) [Reserved.]
- (d) For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll or the value of the building from an appraisal by an independent professional appraiser. Alternatively, upon filing for an appeal to the floodplain manager, a

professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.

- (e) The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this code for new buildings and, where warranted, with the applicable permits.

(Ord. No. 2011-14, § 5(Exh. E), 3-21-11; Ord. No. 2013-21, § 2(Exh. A), 6-17-13; Ord. No. 2013-32, § 2(Exh. B), 10-21-13; Ord. No. 2014-24, § 2(Exh. A), 6-16-14; Ord. No. 2017-52, § 2(Exh. A), 11-20-17; Ord. No. 2017-53, § 2(Exh. A), 12-18-17; Ord. No. 2019-04, § 6, 2-18-19)

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** E9

AGENDA SUBJECT: Consider Resolution No. 2020-64, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-353 in order to align the city’s floodplain higher standards with the Harris County Engineering Department.

Dept/Prepared By: Christian Somers, Building Official

Date Submitted: December 15, 2020

EXHIBITS: [Resolution No. 2020-64](#)
[Exhibit A](#) – BBOAA’s Written Recommendation Report

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals met on December 14, 2020 for the purpose of reviewing proposed amendments to the Code of Ordinances of the City of Jersey Village, Texas at Chapter 14 - Building and Development.

In completing their review and discussion, the Board recommends that amendments be made to the Jersey Village Code of Ordinances at Chapter 14, Section 14-353 in order to align the city’s floodplain higher standards with the Harris County Engineering Department as are more specifically defined in Exhibit A, attached hereto and made apart hereof.

This item is to receive the Board’s Written Recommendation Report.

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2020-64, receiving the Written Recommendation Report from the Building Board of Adjustment and Appeals pertaining to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-353 in order to align the city’s floodplain higher standards with the Harris County Engineering Department.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

RESOLUTION NO. 2020-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, RECEIVING THE WRITTEN RECOMMENDATION REPORT FROM THE BUILDING BOARD OF ADJUSTMENT AND APPEALS PERTAINING TO RECOMMENDED AMENDMENTS TO THE JERSEY VILLAGE CODE OF ORDINANCES AT CHAPTER 14, SECTION 14-353 IN ORDER TO ALIGN THE CITY’S FLOODPLAIN HIGHER STANDARDS WITH THE HARRIS COUNTY ENGINEERING DEPARTMENT.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

THAT, the Building Board of Adjustment and Appeals’ Written Recommendation Report as it pertains to recommended amendments to the Jersey Village Code of Ordinances at Chapter 14, Section 14-353 in order to align the city’s floodplain higher standards with the Harris County Engineering Department is hereby received. The report is attached hereto as “Exhibit A.”

PASSED AND APPROVED this the 21st day of December, 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



EXHIBIT A

CITY OF JERSEY VILLAGE BUILDING BOARD OF ADJUSTMENT AND APPEALS REPORT OF WRITTEN RECOMMENDATION AMENDMENTS TO CHAPTER 14, SECTION 14-353



**CITY OF JERSEY VILLAGE – BUILDING BOARD OF ADJUSTMENT
AND APPEALS REPORT OF WRITTEN RECOMMENDATION
AMENDMENT TO CHAPTER 14, SECTION 14-353**

The Building Board of Adjustment and Appeals met on December 14, 2020, in order to review amendments to Chapter 14 of the Jersey Village Code of Ordinances at Section 14-353 in order to align the city’s floodplain higher standards with the Harris County Engineering Department.

This review was necessary in order to update the City of Jersey Village’s regulations such as to align with Harris County’s minimum standards, otherwise the municipality would not be eligible for participation in the Partnership Projects funding included in the 2018 Bond (Bond Project ID Z-02 - Partnership Projects with Municipalities, Authorities, and Other Districts in Harris County) projects until they do so.

In completing their review and discussion, the Board recommends that amendments Chapter 14 of the Jersey Village Code of Ordinances at Section 14-353 in order to align the city’s floodplain higher standards with the Harris County Engineering Department. The recommended amendments are indicated on Exhibit “A,” attached hereto and made apart hereof, by adding language underlined and deleting the language struck through.

These recommended changes will be submitted to the City Council at the December 21, 2020 Council Meeting, in accordance with the duties and responsibility of this Board.

Respectfully submitted, this 14th day of December, 2020.

s/Michael K. O’ Kelley, Board Chairman

ATTEST:

s/Christian L. Somers, Building Official
(Secretary to the Board)

ARTICLE XIII. - BUILDING CODE

DIVISION 2. - STANDARDS

Sec. 14-351. - Adoption.

There is hereby adopted for the city for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures that certain building code known as the "International Building Code," 2018 edition and appendices C, E, F, G and I thereto, as published by the International Code Council, Inc., save and except such portions as are deleted, modified, added or amended as enumerated herein, of which one copy is filed with the city secretary. The code is hereby adopted and incorporated as fully as if set out at length herein, and the provisions of such code shall be controlling in the construction of all buildings and other structures within the city, save and except such portions of such code as may be inconsistent with this article.

(Ord. No. 96-02, art. I, § 4-51, 2-19-96; Ord. No. 99-08, § 1, 4-19-99; Ord. No. 00-12, § 1, 5-15-00; Ord. No. 03-14, § 1, 3-17-03; Ord. No. 05-01, § 1, 1-17-05; Ord. No. 2007-7, § 1, 3-19-07; Ord. No. 2014-19, § 1, 6-16-14; Ord. No. 2019-04, § 1, 2-18-19)

Sec. 14-352. - Permits.

- (a) Fees for the issuance of building permits shall be as set out and defined in the schedule of fees.
- (b) Permits for single-family residential construction shall terminate upon expiration of a specified period of time as provided herein:

New structure:

- Up to 2,000 square feet180 days
- 2,001 square feet to 3,000 square feet270 days
- 3,001 square feet or more360 days

New accessory structure:

- Up to 1,000 square feet90 days
- Pool/spa90 days

Paving, including driveways, sidewalks, and patios60 days

Additions and remodels180 days.

- (c) A building permit may be renewed for a period of time equal to that provided by the original permit. The fee for renewal of a permit shall be two times the fee for the original permit. The fee for each and every subsequent renewal of a permit after the first renewal shall be four times the fee for the original permit.
- (d) A building permit shall terminate if the permitted work is not commenced within 60 days from its issuance or if the permitted work is stopped for 60 days.

(Ord. No. 96-02, art. I, § 4-53, 2-19-96; Ord. No. 99-12, § 2, 5-17-99; Ord. No. 03-14, § 1, 3-17-03; Ord. No. 05-21, § 1, 7-18-05; Ord. No. 2018-26, § 3, 11-19-18; Ord. No. 2019-04, § 2, 2-18-19)

Sec. 14-353. - Local amendments to the International Building Code.

The International Building Code adopted by section 14-351 is hereby amended as set forth in this section:

~~Chapter 34, Reserved, is hereby amended to read as follows:~~

~~Chapter 34, Existing Structures, is hereby amended to read as follows:~~

- ~~(a) If, within any 12-month period, alterations, additions, renovations, repairs, or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this code for new buildings in regards to the Design Flood Elevation.~~
- ~~(b) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.~~
- ~~(c) [Reserved.]~~
- ~~(d) For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.~~
- ~~(e) If the occupancy of any existing building is entirely changed the building shall be made to conform to the requirements of this code for the new occupancy. If the occupancy of only a portion of an existing building is changed and that portion is separated from the remainder as stipulated in Chapter 3, then only such portion need be made to conform.~~
- ~~(f) The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this Code for new buildings. Section 103.5, Unsafe Buildings or Systems, is hereby deleted in its entirety.~~

~~Chapter 1, Scope and administration, Section 103, Department of building safety, is hereby deleted in its entirety.~~

~~Section 105.2 Work exempt from permit is hereby amended by adding thereto modified paragraphs to read as follows:~~

~~Building:"...~~

- ~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m²) - unless located within an Area of Special Flood Hazards.~~
- ~~2. Fences both not over 42 inches (1067 mm) high and not over 25 lineal feet. Replacement fencing will be considered new work and must comply with the governing building, development and storm water damage and prevention codes, whether subject to permitting or not.~~
- ~~3. Oil derricks - unless located within an Area of Special Flood Hazards.~~
- ~~4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids - unless located within an Area of Special Flood Hazards.~~

5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1 - unless located within an Area of Special Flood Hazards.
6. Flatwork in a rear yard that is not part of an accessible route in 1 & 2 Family structures..."
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work - unless located within an Area of Special Flood Hazards.
8. Temporary motion picture, television and theater stage sets and scenery - unless located within an Area of Special Flood Hazards.
9. Prefabricated *swimming pools* that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground - unless located within an Area of Special Flood Hazards.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems - unless located in the regulatory floodway.
11. Swings and other playground equipment - unless located in the regulatory floodway.
12. Window awnings in Group U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support.

Section 105.2.3 Repairs. Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof - to include suspended acoustical ceiling modifications - the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

Section 107.2.6 Site Plan is hereby amended by adding thereto new paragraphs to read as follows:

- (a) For all building sites or lots outside and within the 100-year floodplain according to the latest flood insurance rate map as established by the Federal Emergency Management Agency in the National Flood Insurance Program, an elevation certificate shall be prepared by a qualified surveyor, licensed by the State of Texas, certifying that the elevation of the first floor of the building or structure is at the required height with relation to the curb of the street and/or the base flood elevation. This certificate shall be required once the foundation is formed and ready for inspection.
- (b) A survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site showing that the slab height is at or above the DFE and the distance from interior lot lines. This shall be required at the foundation form make-up or upon completion of sub-flooring framing for pier-and-beam construction.
- (c) An elevation survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site or lot showing that all drainage requirements have been satisfied. This shall be required before a certificate of occupancy is issued.

Section 113, Board of Appeals, is hereby deleted in its entirety.

Section 114.4, Violation penalties, is hereby deleted in its entirety.

Chapter 7, Fire-Resistance-Rated Construction, is hereby amended by adding Section 723, Townhouse Fire Separation, to provide as follows:

Each townhouse shall be considered a separate building and shall be separated from adjoining townhouses by the use of separate exterior walls meeting the requirements for zero clearance from property lines as required by the type of construction and fire protection requirements, or by a party

wall; or when not more than three stories in height, may be separated by a single wall meeting the following requirements:

- (1) A firewall shall be constructed of noncombustible materials between each townhouse with a party wall, such as solid masonry, hollow masonry or reinforced concrete or equal where approved by the building official, having no openings and having a fire-resistive rating of not less than four hours, and having sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall. Firewalls may be loadbearing or nonloadbearing; however, recesses may be cut into firewalls so long as the four-hour fire-resistive rating is not reduced. Plumbing, piping, ducts, electrical or other building services shall not be installed within or through the four-hour wall.
- (2) Firewalls shall start at the foundation and extend continuously through all stories to and above the roof for a distance of not less than 18 inches, except where the roof assembly is of fire-resistive construction having not less than a two-hour fire-resistive rating and the wall is carried up tightly and continuously against the underside of the roof deck.
- (3) For townhouses to be built in a straight-line configuration, that is the units are not staggered either along front or rear walls or rooflines, then in such event the firewalls shall be extended 18 inches beyond the front and rear exterior walls of the common units they protect, and 24 inches above the common roof they protect. For townhouses to be built in a staggered configuration, either front or rear, the firewall shall extend at least 18 inches beyond the adjoining exterior wall. For townhouses which are to be built with staggered rooflines, the firewall shall extend beyond the roofline of the highest of two adjacent roofs unless the elevation of the adjoining rooflines are less than 24 inches apart in which event the firewall shall extend at least 18 inches above the highest of the two adjoining roofs. The extended portion of any firewall required herein shall comply with the requirements of a firewall as set forth in subsection (1) of section 705. In no event shall the extended portion of any firewall required by this subsection which would otherwise be exposed be covered or have attached thereto combustible materials.
- (4) Roof construction of all townhouses and patio homes shall be of metal, slate, tile or fire-retardant fiberglass 225-pound composition shingles or approved equal.

Section 903 Automatic Sprinkler Systems.

903.1.1 of the International Building Code is hereby amended to provide as follows:

Section 903.1.1.1 Exempt Locations. Automatic sprinklers may not be required with the approval of the fire code official in certain rooms or areas located within a structure

903.2. Where required. Approved automatic sprinkler systems shall be installed throughout all levels to which access is granted of all new Group A, B, E, F, H, I, M, R, S and U occupancies when the building square footage is 3000 square feet or more. In accordance with section 903, and the fire department interpretation and as set in this section, fire walls shall not be added with the intent of separating or dividing a structure for purposes of not installing a fire sprinkler system.

Exceptions: Automatic fire sprinklers are not required in the following open structures: Pavilions, open gazebos, detached canopies or open parking garages as defined by the Building Code. Except for parking garages, open structures shall have a minimum of seventy (70) percent clear opening on all sides.

903.2.1 Group A. An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all Group F occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.5 Group H. Automatic sprinkler systems shall be provided throughout all high-hazard occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.6 Group I. An automatic sprinkler system shall be provided throughout all Group I occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout all Group M occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.8 Group R. An automatic sprinkler system shall be provided throughout all Group R occupancies in accordance with NFPA 13, 13-R or 13-D installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all Group S-1 occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout all Group S-2 occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.13 Group B. Is added to the International Building Code: An automatic sprinkler system shall be installed throughout all Group B occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.3 Installation requirements. Automatic sprinkler systems shall be designed and installed in accordance with NFPA 13, 13-R, 13-D installation of sprinkler systems as modified by the fire department interpretation and applications manual.

903.3.6 Hose threads. Fire hose threads and fittings used in connection with automatic sprinkler systems shall be national standard thread (NST). Fire Department Connection shall be a 5 inch Storz connection.

903.3.7 Fire department connections. The fire department connections shall be located in accordance with section 912 or as approved by the fire code official.

Section 903.4 of the International Building Code is hereby amended to provide as follows:

Section 903.4, Sprinkler System supervision and alarms. All valves controlling the water supply for automatic sprinkler systems shall be electrically supervised. Valves located in a secure location, under the supervision of the property owner, may be supervised in accordance with NFPA 13.

Exceptions: Automatic sprinkler systems protecting one and two-family dwellings. Limited area systems serving fewer than 20 sprinklers. Automatic sprinkler systems installed in accordance with 13R where a common supply main is used to supply both domestic and automatic sprinkler systems and a separate shutoff valve for the automatic sprinkler system is not provided. Jockey pump control valves that are sealed or locked in the open position. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Section 903.4.2 of the International Building Code is hereby amended to provide as follows:

Section 903.4.2 Alarms. Approved audible devices shall be connected to every automatic sprinkler system. Such sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on

the exterior of the building, in an approved location. When water flow supervisions is provided, alarm devices shall be located within the interior of the building to provide an internal evacuation signal throughout the building. Groups R-1, R-2 and Condominiums shall be provided with an alarm signal device in each unit to provide an internal evacuation signal. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 905.3 of the International Building Code is hereby amended to provide as follows:

Section 905.3. Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.6 and in the locations indicated in Sections 905.4, 905.5, 905.6 and in open or closed automobile parking garages, as defined by the Building Code. Standpipe systems are allowed to be combined with automatic sprinkler systems.

Exception: Standpipe systems are not required in Group R-3 occupancies.

Section 907.2 of the International Building Code is hereby amended to provide as follows:

907.2 Where Required—New buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures.

Chapter 9 is hereby amended by adding Section 908.3 as follows:

Section 908.3. In dwellings and dwelling units, smoke detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to each group of rooms used for sleeping purposes and in each sleeping room, and, in dwellings or dwelling units containing more than one story, on each story including basements, but not including uninhabitable attics, in close proximity to the stairway leading to the floor above. Required smoke detectors shall be wired to the structure's electrical system and shall have battery backup. Required smoke detectors shall be connected so that when one alarm sounds all alarms sound.

Section 912.1 of the International Building Code is hereby amended to provide as follows:

Section 912.1, Installation. New Fire department connections shall be installed in accordance with NFPA standard applicable to the system design. The connection shall be a 5 inch Storz connection and shall comply with sections 912.2 through 912.6

Section 1612.3, Establishment of flood hazard areas, is hereby amended to read as follows:

48201CIND0G	11/15/2019
48201C0635M	6/9/2014
48201C0630M	11/15/2019
48201C0445M	5/2/2019
48201C0440N	11/15/2019

Minimum Flood Protection Elevation Regulations			
<i>See also Section 14-333 of the Code of Ordinances</i>			
Special Flood Hazard Area	Design Flood Elevation (DFE) (Freeboard Above .2%)	Foundation Type	FF Proof

Floodway	+36 inches	Pier & Beam	EC (CD, BUC, FC)
Critical Facility	+36 inches	Any, unless in A-zones	EC (CD, BUC, FC)
<i>*Located outside of A-zones, to the extent possible</i>			
AE	+24 Inches	Pier & Beam	EC (CD, BUC, FC)
X-Shaded	At or above the 500 yr. floodplain elevation	Any	EC (CD, BUC, FC)
X-Unshaded	No additional above .2%	Any	EC (CD, BUC, FC)
Legend:			
FF= Finished Floor Elevation			
EC= Elevation Certificate			
Types of EC: Construction Drawings (CD); Building Under Construction (BUC); Finished Construction (FC). The final Finished Construction EC will also verify Highest Adjacent Grade (HAG), Lowest Adjacent Grade (LAG), lowest elevation of machinery and equipment, etc.			

See minimum flood elevation protection graphics at Section 14-334 of the Code of Ordinances.

Chapter 23, to the extent of conflict with the following provisions, is hereby deleted.

- (1) All walls where plumbing drain, waste and vent lines are located shall be two-inch by six-inch sized lumber minimum.
- (2) All framing shall be no more than 16 inches on center including rafters, joists and vertical framing.
- (3) All lumber, including rafters, joists and vertical framing, shall be number 2 grade minimum. Utility grade lumber is not allowed.

Chapter 34, Reserved, is hereby amended to read as follows:

Chapter 34, Existing Structures, is hereby amended to read as follows:

- (a) If, within any 12-month period, alterations, additions, renovations, repairs, or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this code for new buildings in regards to the Design Flood Elevation (DFE).
- (b) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.

(c) [Reserved.]

(d) For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll or the value of the building from an appraisal by an independent professional appraiser. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.

(e) If the occupancy of any existing building is entirely changed the building shall be made to conform to the requirements of this code for the new occupancy. If the occupancy of only a portion of an existing building is changed and that portion is separated from the remainder as stipulated in Chapter 3, then only such portion need be made to conform.

(f) The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this Code for new buildings and, where warranted, with the applicable permits.

Appendix G, Section G101.3, Scope, is hereby amended to provide as follows:

The provisions of this appendix shall apply to all proposed development in a *flood hazard area* established in Section 1612 of this code, including certain building work exempt from permit under Section 105.2. Where in conflict with either/or Part II, Chapter 14, Article I, Section 14-5 and Part II, Chapter 14, Article IX of the Code of Ordinances, the provisions of the most stringent shall apply.

Appendix G, Section G104, Violations, shall read as follows:

Any violation of a provision of this appendix, or failure to comply with a permit, or variance, or any requirement of this appendix, shall be handled in accordance with the Code of Ordinances of the City of Jersey Village.

Appendix G, Section G105, Variances, is deleted in its entirety.

(Ord. No. 96-02, art. I, § 4-54, 2-19-96; Ord. No. 00-12, § 2, 5-15-00; Ord. No. 01-23, § 1, 7-16-01; Ord. No. 03-14, § 1, 3-17-03; Ord. No. 2011-14, § 5(Exh. E), 3-21-11; Ord. No. 2013-32, § 1(Exh. A), 10-21-13; Ord. No. 2014-23, § 2(Exh. A), 6-16-14; Ord. No. 2017-51, § 2, 11-20-17; Ord. No. 2019-04, § 3, 2-18-19)

Sec. 14-354. - Reserved.

Editor's note— Ord. No. 03-14, § 1, adopted Mar. 17, 2003, amended §§ 14-351—14-353 to provide as herein set out. Inasmuch as the provisions of the current §§ 14-352 and 14-353 pertained to the same subject matter as former §§ 14-353 and 14-354, § 14-354 was reserved. Formerly, § 14-352 pertained to definitions, derived from Ord. No. 96-02, art. I, § 4-52, adopted Feb. 19, 1996; and Ord. No. 99-12, § 2, adopted May 17, 1999.

Sec. 14-355. - Adoption of foundation specifications.

(a) Footings and foundations shall be constructed of grillages of steel, of masonry or of reinforced concrete with the following exception: Temporary structures of secondary buildings not exceeding one story in height and 400 square feet in area shall be exempt from the requirements of this subsection. One-family and two-family dwellings shall be required to have footings and foundations of reinforced concrete. All footings shall extend at least 12 inches below the finished grade. All

foundations must be designed and sealed by a licensed professional engineer registered in the state of Texas.

- (b) Post-tension foundations shall be designed to meet or exceed the standards provided in Figures 14-21 and 14-22 below. A registered professional engineer shall certify to the building official that the foundation, as built, is in accordance with the plans approved by the city.

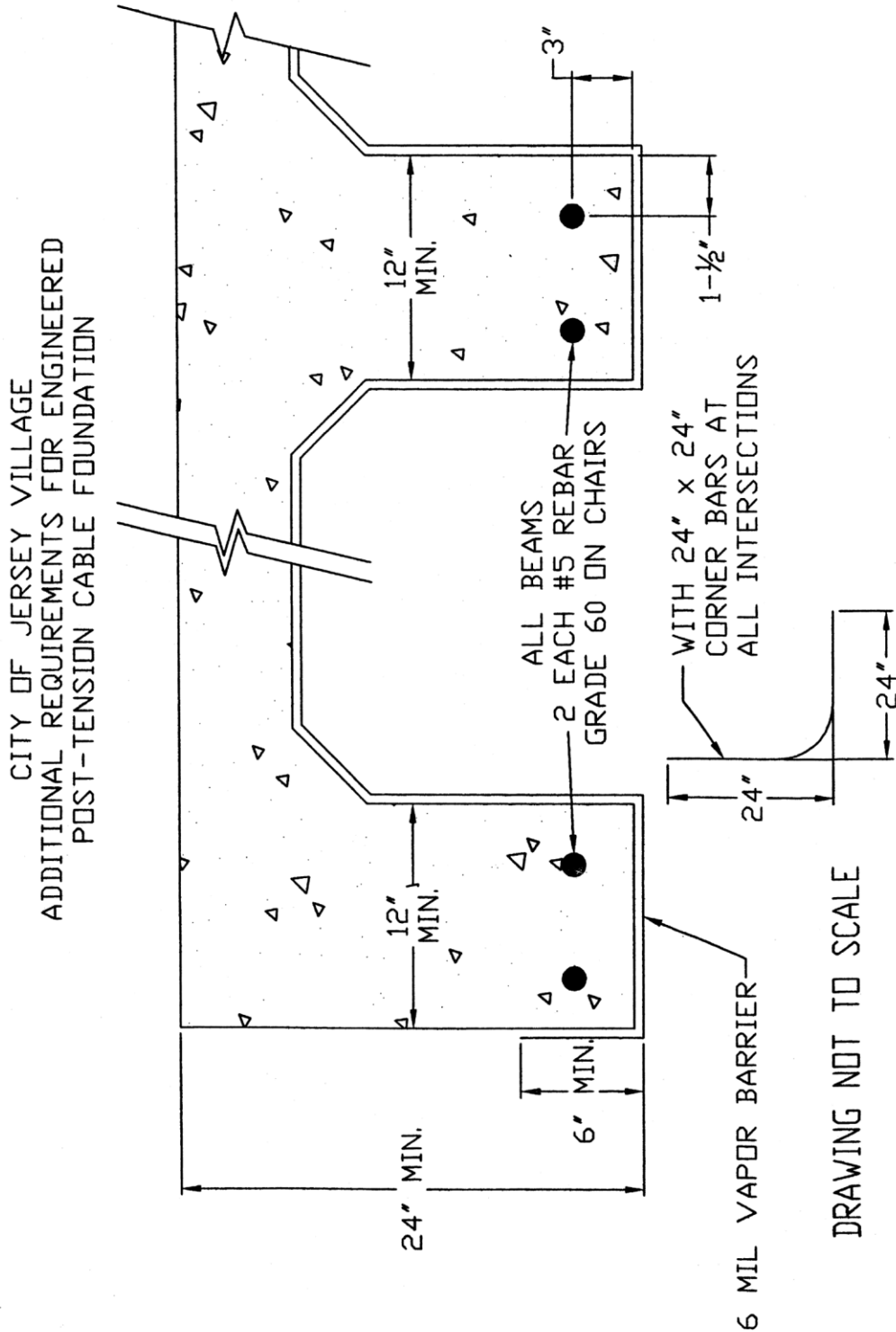


FIGURE 14-21

Fig.14-21.Post-Tension Cable Foundation

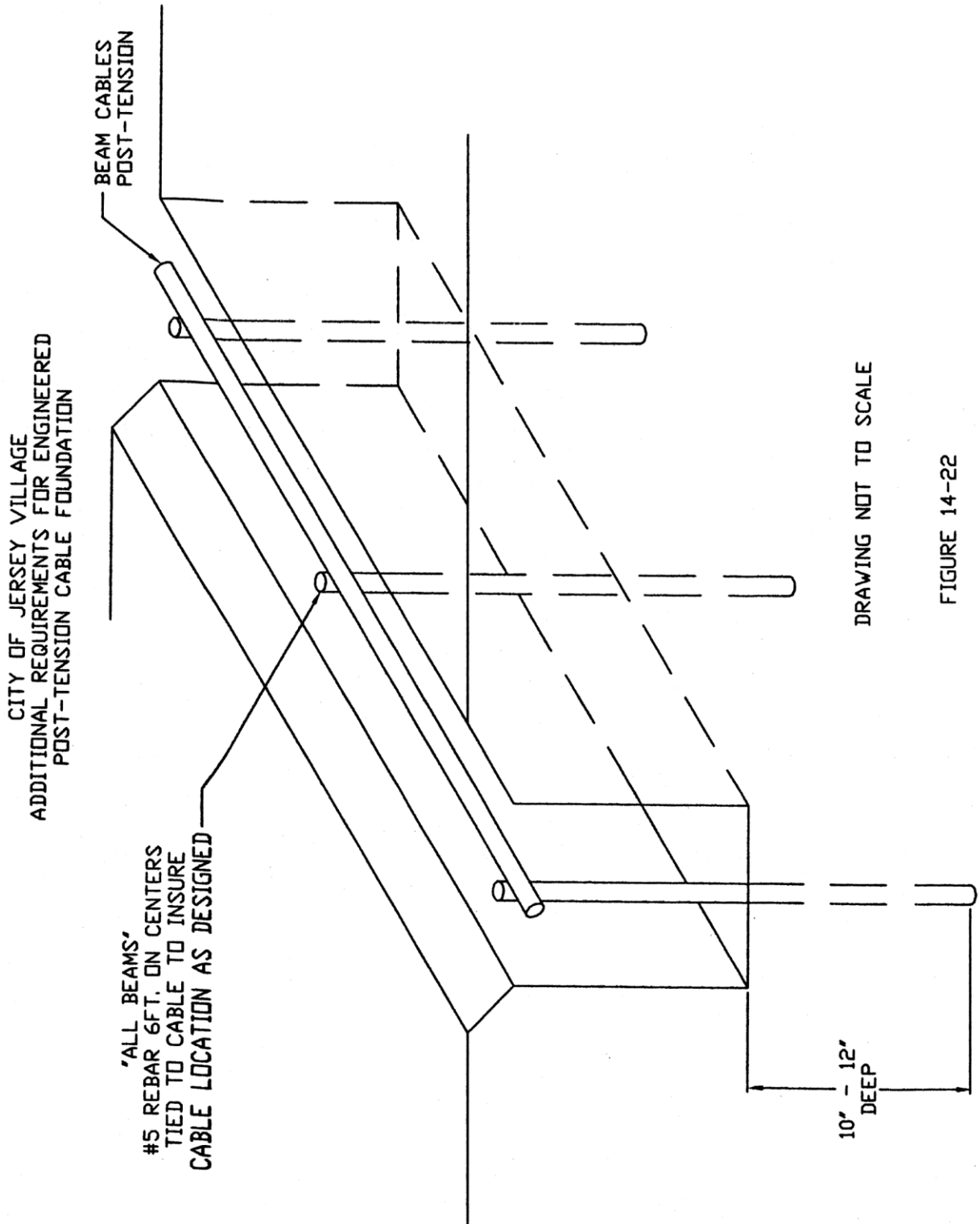


Fig.14-22.Post-Tension Cable Foundation

DRAWING NOT TO SCALE

FIGURE 14-22

- (c) A post-tension cable foundation and any other foundation, except a foundation for an addition not exceeding 600 square feet in ground floor area to an existing single-family dwelling, shall be signed and sealed by a registered professional engineer. A foundation for an addition not exceeding 600 square feet in ground floor area to an existing single-family dwelling shall be designed to support all loads. All foundations must be designed and sealed by a licensed professional engineer registered in the state of Texas.

(Ord. No. 96-02, art. I, § 4-55, 2-19-96; Ord. No. 00-12, § 3, 5-15-00; Ord. No. 01-23, § 2, 7-16-01; Ord. No. 02-09, § 1, 4-15-02; Ord. No. 2014-22, § 2(Exh. A), 6-16-14; Ord. No. 2019-04, § 4, 2-18-19)

Sec. 14-356. - Restrictions on usage of wood roofing shingles.

Wood shingle roofing materials on any building within the city are expressly prohibited.

(Ord. No. 96-02, art. I, § 4-56, 2-19-96)

Sec. 14-357. - Work site.

- (a) The holder of a permit issued under the building code adopted by section 14-351 shall:
- (1) Immediately dispose of all trash, rubbish, and debris present at the work site or which may have blown or transported from the work site to nearby property;
 - (2) Maintain on the work site a container or other receptacle adequate to contain all trash, rubbish, and debris generated on the work site and such silt fencing, or other system, as may be necessary to prevent the flow of water and debris onto other property;
 - (3) Immediately stack, restack, or otherwise secure all building material, equipment and tools located on or near the work site and not in actual use;
 - (4) Immediately clear and sweep all sidewalks and streets used or blocked for construction activity except those areas temporarily barricaded for activities authorized by the permit; and
 - (5) Immediately remove all mud, dirt, and debris that may have been deposited on any street or sidewalk in connection with, or as a result of, the work.
- (b) The building official shall have the power to suspend the work at any site not maintained as required by this section.

(Ord. No. 98-27, § 1, 12-14-98; Ord. No. 2007-10, § 1, 3-19-07)

Sec. 14-358. - Adoption of residential code.

There is hereby adopted for the city for the purpose of establishing rules and regulations for the construction and alteration of one- and two-family dwelling structures that certain code known as the International Residential Code, 2018 edition and appendices A, B, C, D, E, G, H, I, J and K thereto, as published by the International Code Council, Inc., of which one copy is filed with the city secretary. The code is hereby adopted and incorporated as fully as if set out at length herein, and the provisions of such code shall be controlling in the construction of all one- and two-family structures within the city, save and except such portions of the code as may be inconsistent with this article.

(Ord. No. 03-15, § 3, 4-21-03; Ord. No. 05-01, § 2, 1-17-05; Ord. No. 2007-7, § 2, 3-19-07; Ord. No. 2014-19, § 2, 6-16-14; Ord. No. 2019-04, § 5, 2-18-19)

Sec. 14-359. - Local amendments to the International Residential Code.

The International Residential Code adopted by section 14-358 is hereby amended as set forth in this section:

Appendix J, Existing Buildings and Structures, is hereby amended to read as follows:

- (a) If, within any 12-month period, alterations, additions, renovations, repairs or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this Code for new buildings in regards to the Design Flood Elevation.
- (b) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this Code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.
- (c) [Reserved.]
- (d) For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll or the value of the building from an appraisal by an independent professional appraiser. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.
- (e) The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this code for new buildings.

Chapter 1, Scope and administration, Section R103, Department of building safety, is hereby deleted in its entirety.

Section R104.10.1 Flood hazard areas, is deleted in its entirety.

Section R105.2. of the International Residential Code is hereby amended to provide as follows:

1. One-story detached *accessory structures*, provided that the floor area does not exceed 200 square feet (18.58 m²) - unless located in an Area of Special Flood Hazards.
2. Fences both not over 42 inches (1067 mm) high and not over 25 lineal feet. Replacement fencing will be considered new work and must comply with the governing building, development and storm water damage and prevention codes, whether subject to permitting or not.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge - unless located in an Area of Special Flood Hazards.
4. Water tanks supported directly upon *grade* if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1- unless located in an Area of Special Flood Hazards.
5. Flatwork in a rear yard.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work - unless located in an Area of Special Flood Hazards.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep - unless located in an Area of Special Flood Hazards.

8. Swings and other playground equipment - unless located in the regulatory floodway.
9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above *grade* at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4 - unless located in an Area of Special Flood Hazards.

Section R106.2, Site Plan, is hereby amended by adding thereto new paragraphs (a), (b) and (c) to read as follows:

- (a) For all building sites or lots outside and within the 100-year floodplain according to the latest flood insurance rate map as established by the Federal Emergency Management Agency in the National Flood Insurance Program, an elevation certificate shall be prepared by a qualified surveyor, licensed by the State of Texas, certifying that the elevation of the first floor of the building or structure is at the required height with relation to the curb of the street and/or the base flood elevation. This certificate shall be required once the foundation is formed and ready for inspection.
- (b) A survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site showing that the slab height is at or above the DFE and the distance from interior lot lines. This shall be required at the foundation form make-up or upon completion of sub-flooring framing for pier-and-beam construction.
- (c) An elevation survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site or lot showing that all drainage requirements have been satisfied. This shall be required before a certificate of occupancy is issued.

Section 108.4, Violation penalties, is hereby deleted in its entirety.

Section R110.1, Exception No. 2, is hereby deleted.

Section R112, Board of Appeals, is hereby deleted in its entirety.

Chapter 3, Building Planning, R309 Garages and Carports, Section R309.3 Flood Hazard Areas, is hereby amended to read as follows:

For buildings located in special flood hazard areas as established by Table R301.2(1), garage floors shall be:

1. Elevated to or above the design flood elevation as determined in Section R322; or
2. If the garage floor level is lower than the design flood elevation, the garage shall be used solely for parking, building access or storage and the floor shall be at or above grade on all sides and shall meet the requirements in Section R322, and are otherwise constructed in accordance with this code. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.

Section R309.5 "Fire Sprinklers." is deleted.

Section, R318.1, Subterranean termite control methods, is hereby amended by adding thereto a modified section to read as follows:

In areas subject to damage from termites as indicated by Table R301.2(1), for all structures of 600 square feet or greater, protection shall be by one, or a combination, of the following methods:

1. Chemical termiticide treatment in accordance with Section R318.2, except within Areas of Special Flood Hazards (ASFH).

R322 Flood-Resistant Construction, Section R322.1.4 Establishing the Design Flood Elevation, is hereby amended to read as follows:

The design flood elevation shall be 18 inches above the base flood elevation at the depth of peak elevation of flooding which has a 1 percent (100-year flood) or greater chance of being equaled or exceeded in any given year.

Section R322.1.10 As-Built Elevation Documentation, is hereby amended to read as follows:

A registered design professional shall prepare and seal a FEMA Elevation Certificate of the elevations specified in Section R322.2 or R322.3. The completed Elevation Certificate shall be provided to the Building Official and/or Floodplain Manager prior to issuance of a certificate of occupancy.

Section R322.2.1 Elevation Requirements, is hereby amended to read as follows:

1. Buildings and structures shall have the lowest floors elevated to or above the design flood elevation.
2. In areas of shallow flooding (AO and AH Zones), buildings and structures shall have the lowest floor (including basement) elevated at least 18 inches above the highest adjacent grade as a depth number specified in feet on the FIRM. or at least 2 feet if a depth number is not specified.

Chapter 5, Floors, R506.2.1 Concrete Floors, is hereby amended to read as follows:

1. Fill material, when utilized in full compliance with other provisions of the code, shall be free of vegetation and foreign material. All fill shall be compacted to assure uniform support of the slab.

Chapter 33, Storm Drainage, P3302.1 Area Drainage, is hereby amended to read as follows:

1. Storm water flows shall be contained within the property and discharged to a public right-of-way. Acceptable methods to contain flows include use of adequately sized swales, curbs, area inlets, or methods that will contain flows on the development parcel and prevent spill over onto adjacent private property. Fence lines shall be designed to avoid impeding storm water flows within the side lot swales. All swales must be contained within the development parcel unless a recorded easement is provided.
2. Storm water flows up to the city's design storm shall not go onto an adjacent private property without a drainage easement recorded at the Harris County Clerk's office. No private agreements between property owners will be allowed unless recorded at the county clerk's office and approved by the city.
3. The use of *French* drains are not permissible as a drainage element to contain and convey flows to public rights-of-way.
4. Area drains shall have a minimum grate size of 12 inches by 12 inches and be designed to accommodate the full design storm. Cleanouts shall be provided at all junctions and at every bend.
5. For single family residential developments, roof drains may be tied into a storm sewer system. All tie in points shall be identified on the construction plans. A minimum pipe diameter of four inches shall be allowed for one roof drain. A minimum pipe diameter of six inches shall be allowed for up to four roof drains. For all other land uses, roof drains shall be properly sized by a registered engineer or architect. The minimum pipe sizes listed for single family developments shall also be used.

Section P3303 Sumps and Pumping Systems. The sump pump, pit and discharge piping shall conform to Sections P3303.1.1 through P3303.1.4.

P3303.1.1 Pump Capacity and Head. The sump pump shall be of a capacity and head appropriate to anticipated use requirements.

P3303.1.2 Sump Pit. The sump pit shall be not less than 18 inches (457 mm) in diameter and 24 inches (610 mm) deep, unless otherwise *approved*. The pit shall be accessible and located so that all drainage flows into the pit by gravity. The sump pit shall be constructed of tile, steel, plastic, cast-iron,

concrete or other *approved* material, with a removable cover adequate to support anticipated loads in the area of use. The pit floor shall be solid and provide permanent support for the pump.

P3303.1.3 Electrical. Electrical outlets shall meet the requirements of Chapters 34 through 43.

P3304 Materials. Piping and fittings shall meet the requirements of Sections P3002.1, P3002.2, P3002.3 and P3003. Discharge piping shall include an accessible full flow check valve. Pipe and fittings shall be the same size as, or larger than, pump discharge tapping.

(Ord. No. 2011-14, § 5(Exh. E), 3-21-11; Ord. No. 2013-21, § 2(Exh. A), 6-17-13; Ord. No. 2013-32, § 2(Exh. B), 10-21-13; Ord. No. 2014-24, § 2(Exh. A), 6-16-14; Ord. No. 2017-52, § 2(Exh. A), 11-20-17; Ord. No. 2017-53, § 2(Exh. A), 12-18-17; Ord. No. 2019-04, § 6, 2-18-19)

Secs. 14-360—14-370. - Reserved.

CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** F1

AGENDA SUBJECT: Consider Resolution No. 2020-65, appointing members to serve as Directors on the Tax Increment Reinvestment Zone Board for the City of Jersey Village Tax Increment Reinvestment Zone No. 2.

Dept./Prepared By: Lorri Coody, City Secretary **Date Submitted:** November 12, 2020

EXHIBITS: [Resolution No. 2020-65](#)

BACKGROUND INFORMATION:

This item is to make appointments to the Tax Increment Reinvestment Zone Board.

Currently, Position 6 on the Board is vacant; and the term of office for Positions 3, 4, 5, and 7 expire on December 31, 2020.

Robert Ottmann served in Position 6. He tendered his resignation on October 1, 2020. He has moved away from Jersey Village.

The new term for Positions 3, 4, 5, and 7 begins on January 1, 2021 and will end on December 31, 2022. The term for Position 6 began on January 1, 2020 and will expire on December 31, 2021.

The interested applicant(s) are as follows:

[Ashley Hart](#) [Charles A. Butler, III](#)

In addition to any pending applications, all of the following members currently serving on the Board desire re-appointment:

	<u>POSITION</u>	<u>FIRST TERM</u>	<u>TERM ENDS</u>
Ceri Davies	3	08/17	12/20
Sean Anger	4	01/19	12/20
James MacDonald	5	08/17	12/20
VACANT	6		12/21
Judy Tidwell	7	06/19	12/20

RECOMMENDED ACTION:

MOTION: To approve Resolution No. 2020-65, appointing members to serve as Directors on the Tax Increment Reinvestment Zone Board for the City of Jersey Village Tax Increment Reinvestment Zone No. 2.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

RESOLUTION NO. 2020-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPOINTING MEMBERS TO SERVE AS DIRECTORS ON THE TAX INCREMENT REINVESTMENT ZONE BOARD FOR THE CITY OF JERSEY VILLAGE TAX INCREMENT REINVESTMENT ZONE NO. 2.

WHEREAS, the Tax Increment Reinvestment Zone Board was created on July 17, 2017; and

WHEREAS, the term of those members appointed to Positions 3, 4 5 and 7 will terminate on December 31, 2020; and

WHEREAS, Position 6 on the Board is vacant;

WHEREAS, it is the desire of the City Council appoint members to serve as Directors on the Tax Increment Reinvestment Zone Board for the term beginning January 1, 2021 and ending on December 31, 2022 and for the unexpired term of the vacant position which began on January 1, 2020 and will expire December 31, 2021; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1. _____, Position 3; _____, Position 4; _____, Position 5; and _____, Position 7 are hereby appointed to serve as Directors on the City of Jersey Village Tax Increment Reinvestment Zone Board for the term to beginning on January 1, 2021 and ending December 31, 2022.

Section 2. _____ is hereby appointed to serve as Director on the City of Jersey Village Tax Increment Reinvestment Zone Board in Position 6 for the unexpired term that began on January 1, 2020 and will expire on December 31, 2021.

PASSED AND APPROVED this the **21st** day of **December 2020**.

ATTEST:

Andrew Mitcham, Mayor

Lorri Coody, City Secretary



**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** F2

AGENDA SUBJECT: Consider Ordinance No. 2020-28, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” Article I, “In General,” Section 14-5, “Definitions;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

Department/Prepared By: Christian Somers, Building Official

Date Submitted: December 15, 2020

EXHIBITS: [Ordinance No. 2020-28](#)
[Exhibit A](#) – Amendments to Sec. 14-5

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals has previously met on December 14, 2020 to discuss amendments to Chapter 14, “Building and Development,” Article I, “In General,” Section 14-5, “Definitions.”

After duly considering all the information before it, the Building Board of Adjustment and Appeals recommended in its report to Council on December 21, 2020 that:

The City of Jersey Village Code of Ordinances be amended at Chapter 14, “Building and Development,” Article I, “In General,” Section 14-5, “Definitions.”

This item is to consider adopting the changes to the Code of Ordinances recommended by the Building Board of Adjustment and Appeals. The Ordinance attached to this item outlines the recommended changes.

RECOMMENDED CITY COUNCIL ACTION:

MOTION: To approve Ordinance No. 2020-28, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” Article I, “In General,” Section 14-5, “Definitions;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, BY AMENDING, CHAPTER 14, "BUILDING AND DEVELOPMENT," ARTICLE I, "IN GENERAL," SECTION 14-5, "DEFINITIONS;" PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING FOR PENALTY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Building Board of Adjustment and Appeals is charged with the responsibility for making recommendations to the City Council on any code changes brought before them dealing with the Building Code; and

WHEREAS, the Building Board of Adjustment and Appeals met on December 14, 2020 to discuss various changes affecting the Building Code at Section 14-5; and

WHEREAS, the Building Board of Adjustment and Appeals has presented its Written Recommendations to City Council concerning recommended changes to Section 14-5; and

WHEREAS, the City Council of the City of Jersey Village desires to amend the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, "Building and Development," Article I, "In General," Section 14-5, "Definitions" in order to implement the changes recommended by the Building Board of Adjustment and Appeals; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, THAT:

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

Section 2: Chapter 14, "Building and Development," Article I, "In General," Section 14-5, "Definitions" of the Code of Ordinances of the City of Jersey Village, is hereby amended by adding the language underlined and deleting the language struck through as outlined in Exhibit A which is attached hereto and made a part hereof.

Section 3. Severability. 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 Jersey Village, 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, or whether there be one or more parts.

Section 4. Repeal. All other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

Section 5. Penalty. Any person who shall violate any provision of this Ordinance shall be guilty of a misdemeanor and subject to a fine as provided in Section 1-8.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after its passage.

PASSED, APPROVED, AND ADOPTED this 21st day of December 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



Sec. 14-5. - Definitions.

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

AE means areas of the base (1 percent or 100-year) flood where base flood elevations have been determined.

Accessory building means a building or structure customarily incidental and subordinate to the principal structure and located on the same lot as the principal building.

Accessory use of a building means a subordinate use or building customarily incident to and located on the lots occupied by the main use or building.

Advertising means to seek the attraction, or to direct the attention, of the public to any goods, services, merchandise, purpose or cause.

Agriculture means any land or building used for pasturage, floriculture, dairying, horticulture, forestry and livestock or poultry husbandry.

Alley means a legally established private access easement affording a secondary means of vehicular access to abutting property and not intended for general traffic circulation.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Alter means to change, rearrange, enlarge, extend or reduce any structure or part thereof on the same site.

Alterations means any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls or partitions, columns, beams or girders; or any change which may be referred to in this chapter as "altered" or "reconstructed."

Apartment means a dwelling unit in a multiple-family dwelling.

Apex means a point on an alluvial fan or similar landform below which the low path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means, for floodplain management purposes, a request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance.

Appurtenant structure, for floodplain management purposes, means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one percent annual chance (100 year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's flood insurance rate map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard (ASFH) – also referred to as a special flood hazard area (SFHA) – means the land in the floodplain within a community subject to a ~~one~~ 0.2 percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into zones A, AE, AH, AO, A1-30, A99, AR, AR/A1-30, AR/AE, AR/ AO, AR/A, VO, V1-30, VE, ~~or~~ V or X Shaded Zones.

As-built documents means documents prepared by a registered professional engineer and confirming that the public improvements are constructed as shown.

Auto body shop means any shop or garage, other than a private garage, where bodywork and painting are performed.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) or base flood level means the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones A, AE, AH, A1-A30, AR, V1-V30 or VE above mean sea level that indicates the water surface elevation resulting from the floodwaters that has 1% chance of equaling or exceeding that level in any given year — also referred to as have been calculated to reach during the base flood at a specific location.

Basement, for floodplain management purposes, means any area of the building having its floor subgrade (below ground level) on all sides.

Berm means a manmade, formed, earth mound of definite height and width used for obscuring purposes; the intent of which is to provide a transition between uses of differing intensity.

Billboard means an off-premises sign.

Block means a tract or parcel of land designated as such on a subdivision plat surrounded by streets or other physical obstructions.

Blockface means the properties abutting on one side of a street between the two nearest intersecting streets or other physical features, such as a watercourse or unsubdivided land, that defines the end of the block.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Boundary sewer line means a sewer line installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

Boundary water line means a water line, installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

Buffer means the area, space or physical means which is established to protect or insulate one land use or one building from another. Generally, buffering will be the use of landscaping (other than mere grass on a flat terrain) or the use of landscaping along with berms, walls or decorative fences that at least partially and periodically obstruct the view from the street and adjacent property in a continuous manner, of vehicular use areas, parking lots and their parked cars, and detention ponds.

Buffer yard means a strip of land, including any specified type and amount of planting or structures which may be required to protect one type of land use from another, or minimize or eliminate conflicts between them.

Build means to convert, enlarge, reconstruct or alter a building or structure.

Building. See the definitions within the adopted building codes.

Building area means ground floor area computed by using the outside dimensions, excluding the floor area of garages, open or screened porches, basements or semifurnished storage rooms not used for residential purposes.

Building height means the vertical distance measured from the established grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and ridge for gable, hip and gambrel roofs. Where a building is located on a sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

Building line means a line parallel to the front lot line. A minimum building line is the same as the minimum required front setback line.

Building, principal means a building in which is conducted the main or principal use of the lot on which such building is located.

Business frontage means the linear measurement from outer wall to outer wall of the side of the building which faces or fronts a street and which generally contains the primary entrance to the building.

Business purposes means the erection or use of any property, building, structure, permanent or temporary, for the primary purpose of conducting in such building or structure or on such property a lawful commercial enterprise in compliance with all ordinances and regulations of the city governing such activity. The term "business purpose" shall not include any property, building or structure erected or used for the primary purpose of securing a permit to erect a sign.

Cabana or dressing room means a small structure for use as a bathhouse adjacent to a swimming pool.

Car wash facility means a facility of the tunnel unit type for washing and cleaning of passenger vehicles which allows washing of multiple vehicles in a tandem arrangement while moving through the structure, to include detail areas, vacuum areas and a lobby.

Carport means a permanent structure that is attached to a residence or private garage, that covers a driveway, and that consists of a roof and one or more sides.

Certificate of compliance means a certificate issued by the city to a party intending to initiate any work or change any use of property in the city.

Child-care center means a facility licensed by the State of Texas to provide care at a location other than the permit holder's home, for seven or more children under 14 years of age, for less than 24 hours per day, but at least two hours a day, three or more days per week (40 TAC § 745.37(2)(D)).

Child day-care operations means any facility used for the following child day-care operations licensed under state law (40 TAC Ch. 745): "child-care center" and "school-age program" operations.

Church means a building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose.

Clinic means the office of one or more licensed doctors who may or may not be associated in the practice of their profession.

Club means an organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics or similar activities, but not operated for profit and open only to members and not the general public.

Commercial building means any building other than a single-family residence.

Commercial message means a message placed or caused to be placed before the public by a person directly involved in the manufacture or sale of the products, property, accommodations, services, attractions or activities or possible substitutes for those things which are the subject of the message; and that refers to the offer for sale or existence for sale of products, property, accommodations, services, attractions or activities that are offered or exist for sale or for hire; or that attracts attention to a business or to products, property, accommodations, services, attractions or activities that are offered or exist for sale or for hire.

Condominium. See *Unified development.*

Conveyance means, unless otherwise determined by the city engineer, the flow of water during the base flood with a velocity that is greater than one foot per second or a depth that is greater than one foot.

Courts means an open space, bounded on more than two sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building. An outer court has one side open to a street or alley, yard or other permanent open space.

Critical Facilities means those facilities essential to the preservation of life and property, including, but not limited to schools, nursing homes, blood banks, health care facilities including those storing vital medical records, housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood, hospitals, police, fire and emergency response installations, facilities used for the storage of critical records, and commercial installations which produce, use or store hazardous materials or hazardous waste as referenced in the High-Hazard Group (Group H) of the adopted International Building Code and International Fire Code.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Curbline means an imaginary line drawn along the edge of the pavement on either side of a public street.

Density means the average number of dwelling units per acre for the entire development, including streets.

Design flood elevation (DFE) means the elevation above base flood elevation (BFE) that the community requires - also referred to as freeboard.

Developer means any person who improves or subdivides a tract of land or improves or takes any action preparatory to the erection, improvement or movement of any building or structure on a tract of land.

Development, for floodplain management purposes, means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

District means an area of land for which there are uniform zoning regulations governing the use of buildings and premises, density of development, yard requirements and height regulations.

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

Dwelling, multiple-family means a building used or designed as a residence for three or more families living together independently of each other.

Dwelling, single-family means a detached building, designed for or occupied exclusively by one family.

Dwelling, two-family means a detached building, designed for or occupied by two families living independently of each other.

Dwelling unit means one or more rooms with bathroom and principal kitchen facilities designed as a self-contained unit for occupancy by one family for living, cooking and sleeping purposes.

Easement, utility means a right held by the city to make use of the land of another for a limited purpose, such as right of passage.

Electrical sign means a sign containing electrical wiring or utilizing electric current, but not a sign illuminated by an exterior light source.

Elevated building means, for insurance purposes, a non-basement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

Elevation certificate means a statement from an engineer or surveyor licensed by the State of Texas on the most current FEMA form certifying that the lowest floor of the structure has been elevated at least as high as required by this chapter, as well as the elevation of equipment and adjacent grade.

Erected means built, constructed, reconstructed, moved upon, or any physical operations on the premises required for the building. Excavations, fill, drainage and the like shall be considered a part of erection.

Excavation means any breaking of ground, except common household gardening, general farming and ground care.

Existing construction means, for the purposes of determining flood insurance rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision, for floodplain management purposes, means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision, for floodplain management purposes, means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Family means:

- (1) One person, or a group of two or more persons living together and related by blood, marriage or legal adoption, living together as a single housekeeping unit. The person thus constituting a family may also include gratuitous guests and domestic servants.
- (2) A group of individuals not related by blood, marriage or legal adoption, but living together as a single housekeeping unit. For controlling of residential density, each such group of four individuals shall constitute of a family.
- (3) A group of not more than eight individuals, not related by blood, marriage or legal adoption, which group is comprised of individuals with disabilities protected under the Fair Housing Act, and where the group is not established within one-half mile of an existing like group.
- (4) A group of not more than six persons with disabilities and two supervisors residing in a qualified community home, as defined by the Texas Community Homes for Disabled Persons Location Act.

Filling means the depositing or dumping of any matter into or onto the ground except common household gardening and general maintenance.

Filling stations means any building or premises used for the dispensing, sale or offering for sale or retail of any automobile fuels or oils. If the dispensing, sale or offering for sale is incidental to a public garage, the premises shall be classified as a public garage.

Firewall means a wall made of fireproof material to prevent the spread of a fire from one part of a building to another.

Flag lot means a lot which has minimum frontage on a public street, which is reached via a private drive or lane whose width some distance back from the street right-of-way, meets all ordinance requirements.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazards areas (SFHA) / areas of special flood hazards (ASFH) and the risk premium zones applicable to the community.

Flood insurance study (FIS). See *Flood elevation study*.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a special flood hazard and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

~~*Floodplain or floodprone area* means any land area susceptible to being inundated by water from any source. (See definition of flooding.)~~

Floodplain development permit means a permit issued under the provisions of this chapter for any development of a site located within a Jersey Village special flood hazard area (SFHA) / area of special flood hazards (ASFH)

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodproofing certificate means a certificate issued by a registered professional engineer licensed in the State of Texas which states that he has developed and/or reviewed the structural design, specifications, and plans for the construction of a structure or improvement covered by the certificate and that the design and methods of construction are in accordance with accepted standards of practice for meeting the following requirements:

(1) The floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2 percent chance flood; and

(2) Together with attendant utility and sanitary facilities, the structures are designed so that below the 0.2 percent chance flood level the structures are watertight with walls impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Floodway. See *Regulatory floodway*.

Freeboard. See *Design Flood Elevation*.

Freestanding structure means any building for the support, shelter or enclosure of persons, animals, chattels or moveable property of any kind and surrounded by yards or open space and not containing permanent provisions for living, sleeping or cooking.

Functionally dependent use means, for floodplain management purposes, a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Garage, front load , means a private garage where the vehicle access doors to the garage face toward and are generally visible from a public view.

Garage, J-swing means a garage upon which the entry point from the street is located in front of the house and the garage door is perpendicular to the front of the house. A J-swing garage must have at least two windows, each 12 square feet or greater, oriented toward the front or the lot.

Garage, private means a garage intended for private use by the resident family with a ground floor capacity for not more than four automobiles or trucks of which not more than one vehicle shall be used for commercial purposes.

Garage, private, detached means a private garage constructed as a freestanding structure.

Garage, public means a building, or portion thereof, other than a private or storage garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles.

Garage, sideloaded means a private garage where the vehicle access doors to the garage are perpendicular to the front lot line and, therefore, are generally not visible from a public way, unless the lot is a corner lot and the garage loads to a side street.

Grade means a ground elevation established for the purpose of controlling the number of stories and the height of any structure. The building grade shall be determined by the level of the ground adjacent to the walls of any structure if the finished grade is level. If the ground is not level, the grade shall be determined by averaging the elevation of the ground for each face of the structure.

Grand opening means the commencement of operation by a business in a new location or the assumption of ownership of an existing business by a new owner or group of owners.

Ground sign means a sign which is a pole sign, a monument sign or a nonconforming billboard which exists on the effective date of the ordinance. See Figure 14-19.

Habitable floor means, for the purpose of flood hazard regulation, any floor usable for the following purposes which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a habitable floor.

Half-street means a vehicular accessway created if only a portion of the required right-of-way width or pavement width is dedicated and/or constructed.

Health club, also includes the terms *athletic club, gym, fitness studio, and fitness center*, means a place of business which provides a place for a variety of physical exercises including facilities or studios for personal training, physical fitness training, weight and aerobic training, free weights, spinning/cycling, circuit training, yoga, Pilates, racquetball/squash courts, group fitness classes, boxing, wrestling, martial arts training, basketball courts, swimming pools and swimming lessons.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. by an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Industrial means a business, plant or enterprise for production of goods, merchandise or machines.

Integrated business development means commercial development such as a strip center, mall, multitenant office building, commercial center or industrial complex in which two or more separate businesses occupy a single structure or multiple structures which share on-site parking facilities and common driveways.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Logo sign means a sign operated and maintained by the state department of highways and public transportation within the public right-of-way along a country toll road which bears the name and trademark design of a business.

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

Lot depth means the distance on a horizontal plane between the midpoint of the front lot line and the midpoint of the rear lot line.

Lot lines means the lines bounding a lot as follows:

- (1) *Lot line, front* means, for interior lots, a line separating the lot from the street; for corner lots, a line separating the narrowest street frontage of the lot from the street, except in those cases where the deed restrictions specify another line as the front lot line. In all cases the front lot line of a nonresidential lot shall be that side adjacent to the highest volume street.
- (2) *Lot line, rear* means a lot line opposite and most distant from the front lot line.
- (3) *Lot line, side* means any lot line not a front line or rear lot line.

Lot of record means a lot which is part of a platted subdivision, the plat of which is recorded in the office of the county clerk; a parcel or lot the deed for which was recorded in the office of the county clerk prior to March 1, 1982, and which has not been partitioned in any manner since that time.

Lot width means the distance on a horizontal plane between the midpoint of the side lot lines.

Lowest floor means, for floodplain management purposes, the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailer, travel trailers and other similar vehicles placed on a site for greater than 190 consecutive days. For insurance purposes the term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision, for floodplain management purposes, means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Marquee means a roof-like structure of a permanent nature projecting from the wall of a building.

Marquee sign means a sign on a marquee. See Figure 14-19.

Masonry means that form of construction composed of stone, brick, concrete, hollow clay tile, decorative concrete block or tile, glass block or other similar building units or materials or a combination of these materials laid up unit by unit and set in mortar. For the purposes of this definition, true stucco is considered masonry.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

Minimum flood protection elevation is the community's design flood elevation in any given area, and specifically means the 0.2 percent flood elevation, plus 2 feet, or 3 feet for critical facilities and floodway locations. See Table 14-5 in Section 14-222 (5).

Mobile home means a movable or portable dwelling structure which is constructed to be towed on its own chassis, is capable of being connected to public utilities, and is designed for year round living as a single-family dwelling unit without the necessity of a permanent foundation. The term "mobile home" shall not include pickup campers, travel trailers, motor homes, converted buses, tent trailers or other transportable structures designed for temporary use (see also *Manufactured home*).

Mobile (manufactured) home park means a parcel of land under single ownership on which two or more mobile (manufactured) homes are occupied as residences. Any mobile (manufactured) home facility where two or more units are intended for long-term residential use (beyond 90 days) is considered a mobile (manufactured) home park for purposes of applying development standards.

Model home means a single-family residential structure used temporarily as an office for the sale of single-family residential structures in the same platted subdivision.

Monument sign means a ground sign supported by a solid base which is equal to but not more than 15 percent larger than the sign face base which contains no commercial message and is not attached to any building. See Figure 14-19.

Motor vehicle sales means the use of a site for sale or rental of automobiles, trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. This use includes new and used car dealerships, motorcycle dealerships, and boat, trailer, and recreational vehicle dealerships.

Multifaced sign means a single sign with two or more faces which are not parallel or back to back.

Nameplate means a sign which denotes only the name of the person occupying the premises.

New construction means, for the purpose of determining flood hazard insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commences on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision, for floodplain management purposes, means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Noncommercial message means a message that is not a commercial message.

Noncommercial sign means a sign directing attention to a purpose or cause not created or existing for the generation of profit or for the remuneration of individuals including, but not limited to, religious, charitable, civic or educational purposes or causes.

Nonconforming building (nonconforming structure) means a building or structure (or portion thereof) lawfully existing at the time of adoption of the ordinance from which this chapter derives, or subsequent amendment thereto, that does not conform to the provisions of this chapter relative to height, bulk, area, placement or yards for the district in which it is located.

Nonconforming use means the use of a building or structure or of a parcel or tract of land, lawfully existing at the time of adoption of this chapter or subsequent amendment thereto, that does not conform to the regulations of the district in which it is situated.

Off-premises sign means a sign which identifies a use, facility or service which is not located on the premises where such sign is displayed; identifies a product which is not produced, sold or manufactured on the premises where such sign is displayed; or advertises or otherwise directs attention to a product, service, activity, person, institution, facility or business which may or may not be identified by a brand name and which occurs or is primarily conducted, sold, manufactured, produced or offered elsewhere than on the premises where such sign is displayed.

On-premises sign means a sign which identifies the name of the owner or occupant of the premises on which the sign is located; identifies a use, facility or service located on the premises where such sign is displayed; identifies a product which produced, sold or manufactured on the premises where the sign is located; or advertises or otherwise directs attention to a product, service, activity, person, institution, facility or business which may or may not be identified by a brand name and which occurs or is primarily conducted, sold, manufactured, produced or offered on the premises where the sign is located.

Owner means any owner, authorized agent or contractor who constructs, enlarges, alters, repairs, moves or changes the occupancy of a building or structure.

Pavement width means the portion of the surface of the street available for vehicular traffic; if curbed, it is that portion of the street between the back of the curb and back of the curb.

Pawnshop shall have the meaning set out in V.T.C.A., Finance Code § 371.003.

Person means an individual, firm, partnership, corporation, company, association, joint stock association or governmental entity. It includes a trustee, receiver, assignee or similar representative of any of them.

Planned unit development (PUD). See *Unified development*.

Portable sign means a sign designed or constructed to be easily moved from one location to another, including signs mounted upon, or designed to be mounted upon, a trailer, bench, wheeled carrier or other motorized or nonmotorized mobile structure or vehicle, whether or not its wheels have been removed. For the purpose of this chapter, trailer signs and signs on benches are portable signs.

Principal use means the main use to which the premises are devoted and the principal use for which the premises exist.

Private street means a vehicular accessway under private ownership and maintenance providing access to building units in the interior of a lot.

Projecting sign means a sign which is affixed to a building wall or structure and which extends beyond the building wall or structure more than 12 inches.

Public improvement means one or more of the following: water lines and appurtenances, sewer lines and appurtenances, streets and/or drainage facilities.

Public right-of-way means any part of a right-of-way, not privately owned or controlled, which the city or other governmental agency is responsible for maintaining.

Public street means the entire width between property lines of any road, street, way, alley, bridge or other similar thoroughfare, not privately owned or controlled, which is open to the public for vehicular traffic and which the city or other governmental agency is responsible for maintaining.

Public utility means any person, firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or municipal regulations to the public: gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation or water.

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

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Reserve means a tract of land created within a plat that is not divided into lots or proposed for development at the time of platting.

Residential means a tract of land designed for or used exclusively to contain a dwelling unit. A primary residential area shall mean a street in which a majority of the total front footage is used for residential purposes.

Restaurant means an eating establishment whose primary function is the sale, dispensing or service of food, refreshments and beverages to customers, and which may sell alcoholic beverages as an accompaniment to meals served therein. All food must be prepared and cooked in a commercial kitchen on the premises. This may include such eating establishments as dining rooms, drive-in restaurants, fast food restaurants, cafes, cafeterias, and carryout restaurants, but specifically excludes bars, taverns, saloons, cabarets, or other similar establishments which derive 75 percent or more of the establishment's gross revenue from the on-premises sale of alcoholic beverages.

Retail shops and retail trade means a shop or establishment for the sale of goods or merchandise from a fixed location, such as a department store, boutique, or kiosk, in small or individual lots for direct consumption by the purchaser. "Retail shops or retail trade" specifically excludes a pawnshop.

Right-of-way means a street, alley or other thoroughfare or easement permanently established for passage of persons, vehicles or the location of utilities. The right-of-way is delineated by legally established lines or boundaries.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Roof sign means a sign erected or maintained above or on the sloped roof of any building or above the parapet wall or the mansard roof of a flat-roof building.

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

School-age program center means a facility licensed by the State of Texas providing supervision and recreation, skills instruction, or skills training for at least two hours a day and three days a week to children attending pre-kindergarten through grade six. A school-age program operates before or after the customary school day and may also operate during school holidays, the summer period, or any other time when school is not in session (40 TAC § 745.37(2)(H)).

Screening means fences, walls, trees, shrubbery and other landscape elements used to conceal or interfere with the view and reduce noise impact thereof from adjacent properties and public rights-of-way at street level in accordance with the standards set forth in this chapter.

Service centers means a one-story building containing a minimum of 25 percent office space. The remaining space shall be used for other business functions governed by use regulations for District J.

Setback means the minimum unoccupied distance between the lot line and the principal and accessory buildings, as required in this chapter.

Setback, front means the minimum unoccupied distance, extending the full lot width, between the principal and accessory buildings and the front lot line.

Setback, rear means the minimum required unoccupied distance, extending the full lot width, between the principal and accessory buildings and the lot line opposite the front lot line.

Setback, side means the minimum required unoccupied distance, extending from the front setback to the rear setback, between the principal and accessory buildings and the side lot line.

Sign means any structure, part thereof or device of inscription which is located upon, attached to, or painted or represented on any land or on the outside of any building or structure, or on an awning, canopy, marquee or similar appendage, or displayed or shown so as to be seen from the outside of the

building or structure, and which displays or includes any numeral letter, work model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction warning or designation of any person, industry or activity, or any combination thereof.

Sign area means the total square footage of all sign faces, including that portion of the sign structure or trim which contains any wording, symbols, identifying color or pictures; provided, however, that in the case of a double-faced sign, the sign area shall be the total square footage of one face.

Sign face means the sign face area of any sign upon, against or through which the message is displayed or illustrated; provided, however, that the sign face area of a sign on which the words, letters or symbols are independently mounted shall be that of the smallest regular geometric form that will wholly contain all of the message. See Figure 14-19.

Sign structure means a structure which supports or is capable of supporting a sign. A sign structure may be a single pole and may or may not be an integral part of a building.

Single-family dwelling means a building containing only one dwelling unit and/or occupied by only one family or group of individuals included within the definition of family.

Single-occupant detached commercial or industrial building means a commercial or industrial building which contains a single occupant and which is not a part of an integrated business development or which is located in a reserve that is part of, but is physically separated by a distance of more than 50 feet from any other structure in, an integrated business development.

Site plan means a plan showing all salient features of a proposed development, so that it may be evaluated in order to determine whether it meets the provisions of this chapter.

Special flood hazard area (SFHA). See *Area of special flood hazard*.

Spectacular sign means a sign that has one or more of the following as elements in its physical structure:

- (1) Automatically changing advertising that changes more often than once every five minutes (not including date, time, temperature);
- (2) Blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating or spot lights, or similar devices;
- (3) Lights or colored elements creating a continuously moving, shimmering or prismatic effect; or
- (4) Rotating or moving parts.

Start of construction [for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)], for flood hazard management purposes, includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways, nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Story means that part of a building between the surface of a floor and the ceiling immediately above.

Story, half means that which covers a floor area of not more than 50 percent of the floor area and the ceiling immediately above.

Street means any public or private street or easement used for access.

Street, arterial means roads of regional importance or the main roads of a community. Direct access is primarily limited to significant land uses.

Street, collector means that which provides access to nonresidential land uses and connects residential streets to the system's arterial streets.

Street, expressway means a road intended to serve interstate or high speed, high volume urban traffic. Access to an expressway is limited to other expressways and major streets.

Street frontage means the length of a lot or tract of land which is adjacent to a public or private street.

Streetline means the line establishing the outer most boundary of the street right-of-way.

Street, local means a street which provides access to adjacent land; characterized by low volume and low speeds.

Structural alterations means any change in the supporting members of a structure, such as bearing walls, columns, beams or girders.

Structure means anything constructed or erected, which requires location on the ground or attached to something having a location on the ground including, but not limited to, buildings of all types, advertising signs and billboards, but excluding basketball goals and ornamental yard lights. (See also the adopted building codes.)

Structure, for floodplain management purposes, means a walled and roofed building or structure, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. This includes a fence or a wall per the adopted building codes.

Subdivision plat means a map or drawing of a proposed subdivision prepared in a manner suitable for recording in the county records and containing accurate and detailed engineering and survey data, dimensions, dedicatory statements and certificates.

(1) Preliminary plat: See section 14-55(1).

(2) Final plat: See section 14-55(2).

Substantial damage, for flood hazard management purposes, means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement, for flood hazard management purposes, means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Temporary building means a building used for a temporary period of time in connection with construction on the premises of which it is located, real estate sales, and educational, municipal or church functions.

Temporary sign means a sign constructed of cloth, canvas, light fabric, cardboard, wallboard or other light material. A portable sign shall not be considered a temporary sign.

Townhouse means a structure which is one of a series of dwelling units designed and used for only single-family occupancy, ground to sky, with no entrances or exits to or from the adjoining structures, if any.

Underground shelter means any structure built primarily below ground level.

Unified development means the separate ownership of single units or apartments in a multiple unit structure with common elements. (See Vernon's Ann. Civ. St. art. 1301a.)

Use means the purpose or activity for which any land or building is designed, arranged or intended, or for which it is so occupied or maintained, and shall include any manner of such activity with respect to the standards of this chapter.

Utility structure means any structure built primarily for the storage of tools, such as garden and lawn equipment.

Variance, for flood hazard management purposes, means a grant of relief by a community from the terms of a floodplain management regulation (For full requirements see section 60.6 of the National Flood Insurance Program.)

Violation, for flood hazard management purposes, means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 14-225 and in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program is presumed to be in violation until such time as that documentation is provided.

Wall line means the surface that connects the foundation to the roof.

Wall sign means a flat sign, either of solid face construction or individual letters, symbols or pictures, erected, installed or printed, which is placed against the exterior wall of any building or structure and which does not extend more than eight inches from the exterior wall and does not extend above the wall line.

Water surface elevation means the height, in relation to the North American Vertical Datum (NGVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Watercourse means a definite channel of a stream in which water flows within a defined bed and banks, originating from a definite source. The water may flow continuously or intermittently, and if the latter, with some degree of regularity, depending on the characteristics of the source.

X Shaded Zone means areas subject to a 0.2 percent chance of flooding in any given year; areas of 1.0 percent annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

X Unshaded Zone means areas of minimal flood hazard, outside of the 0.2 percent chance of flood.

Yard, front means the space enclosed by the front lot line, the side lot lines and a line parallel to the front lot line and even with the main building or any projections thereof, other than steps, or planter box.

Yard, rear means the space unoccupied, except for freestanding buildings between the rear of the main building (dwelling) and the rear lot line.

Yard, side means the open space between a building and the side lot lines, but not including any part of the front or rear yards.

Zero property line housing means housing commonly known as patio homes. It is a detached living unit constructed on a smaller lot in which one side of the unit is placed on the property line without openings. This concept utilizes the entire lot with a living unit that has a private side and rear yard. The front yard of the unit is reduced in size to contain the auto ingress and egress area along with the guest entry area.

Zoning district map means the map incorporated into this chapter and made a part of this chapter by reference thereto.

(Ord. No. 95-04, § 1(art. 12), 2-20-95; Ord. No. 98-24, § 1, 11-16-98; Ord. No. 99-04, § 1, 2-15-99; Ord. No. 99-17, § 2, 8-16-99; Ord. No. 00-11, §§ 1, 2, 3-20-00; Ord. No. 00-16, § 1, 5-15-00; Ord. No. 00-17, § 1, 5-9-00; Ord. No. 00-21, §§ 1, 2, 6-19-00; Ord. No. 01-30, § 10, 10-15-01; Ord. No. 02-33, § 1, 12-16-02; Ord. No. 03-24, § 1, 6-16-03; Ord. No. 2006-9, § 1, 2-20-06; Ord. No. 2009-22, § 3, 5-18-09; Ord. No. 2010-40, § 1, 8-23-10; Ord. No. 2010-55, § 1, 12-13-10; Ord. No. 2011-28, § 1, 6-20-11; Ord. No. 2013-10, § 1, 3-18-13; Ord. No. 2013-45, § 1, 12-16-13; Ord. No. 2013-46, § 1(Exh. A), 12-16-13; Ord. No. 2014-35, § 2, 10-20-14; Ord. No. 2017-28, § 2(Exh. A), 7-17-17; Ord. No. 2018-31, § 2(Exh. A), 12-17-18)

Cross reference— Definitions generally, § 1-2.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** F3

AGENDA SUBJECT: Consider Ordinance No. 2020-29, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 1, “Generally,” Section 14-333, “Finished floor elevations;” and Section 14-334 “Reserved;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

Department/Prepared By: Christian Somers, Building Official

Date Submitted: December 15, 2020

EXHIBITS: [Ordinance No. 2020-29](#)
[Exhibit A](#) – Amendments to Secs. 14-333 and 14-334

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals has previously met on December 14, 2020 to discuss amendments to Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 1, “Generally,” Section 14-333, “Finished floor elevations;” and Section 14-334 “Reserved.”

After duly considering all the information before it, the Building Board of Adjustment and Appeals recommended in its report to Council on December 21, 2020 that:

The City of Jersey Village Code of Ordinances be amended at Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 1, “Generally,” Section 14-333, “Finished floor elevations;” and Section 14-334 “Reserved.”

This item is to consider adopting the changes to the Code of Ordinances recommended by the Building Board of Adjustment and Appeals. The Ordinance attached to this item outlines the recommended changes.

RECOMMENDED CITY COUNCIL ACTION:

MOTION: To approve Ordinance No. 2020-29, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 1, “Generally,” Section 14-333, “Finished floor elevations;” and Section 14-334 “Reserved;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

ORDINANCE NO. 2020-29

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, BY AMENDING, CHAPTER 14, "BUILDING AND DEVELOPMENT;" ARTICLE XIII, "BUILDING CODE," DIVISION 1, "GENERALLY," SECTION 14-333, "FINISHED FLOOR ELEVATIONS;" AND SECTION 14-334 "RESERVED;" PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING FOR PENALTY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Building Board of Adjustment and Appeals is charged with the responsibility for making recommendations to the City Council on any code changes brought before them dealing with the Building Code; and

WHEREAS, the Building Board of Adjustment and Appeals met on December 14, 2020 to discuss various changes affecting the Building Code at Sections 14-333 and 14-334; and

WHEREAS, the Building Board of Adjustment and Appeals has presented its Written Recommendations to City Council concerning recommended changes to Section 14-333 and Section 14-334; and

WHEREAS, the City Council of the City of Jersey Village desires to amend the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, "Building and Development," Article XIII, "Building Code," Division 1, "Generally," Section 14-333, "Finished floor elevations;" and Section 14-334, "Reserved;" in order to implement the changes recommended by the Building Board of Adjustment and Appeals; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, THAT:

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

Section 2: Chapter 14, "Building and Development," Article XIII, "Building Code," Division 1, "Generally," Section 14-333, "Finished floor elevations;" and Section 14-334, "Reserved;" of the Code of Ordinances of the City of Jersey Village, are hereby amended by adding the language underlined and deleting the language struck through as outlined in Exhibit A which is attached hereto and made a part hereof.

Section 3. Severability. 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 Jersey Village, 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, or whether there be one or more parts.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

Section 4. Repeal. All other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

Section 5. Penalty. Any person who shall violate any provision of this Ordinance shall be guilty of a misdemeanor and subject to a fine as provided in Section 1-8.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after its passage.

PASSED, APPROVED, AND ADOPTED this 21st day of December 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



ARTICLE XIII. - BUILDING CODE

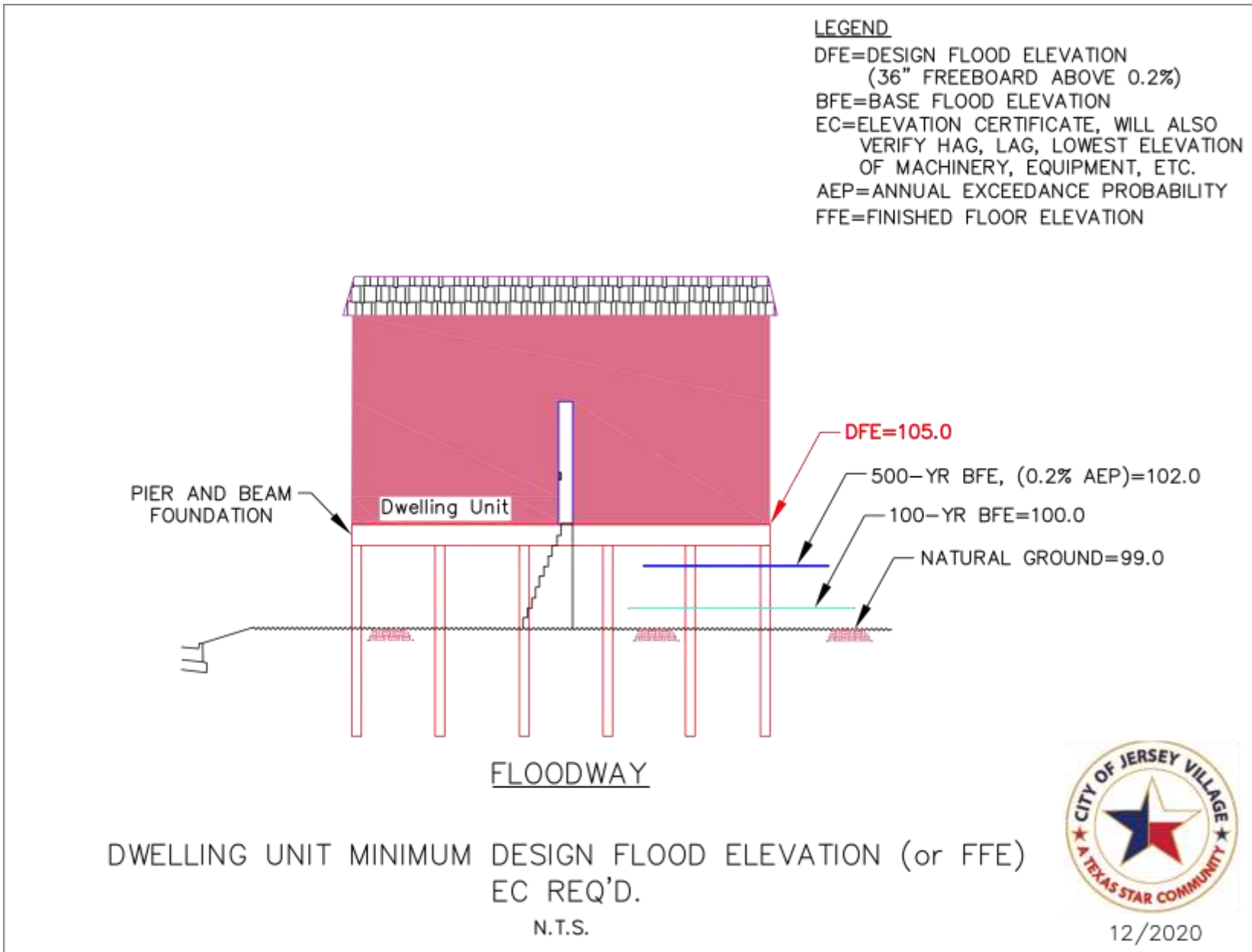
DIVISION 1. - GENERALLY

Sec. 14-333. - Finished floor elevations.

~~All residences shall be constructed on a concrete slab, piers, or on continuous concrete grade beams. For all areas, lowest finished floor elevations shall meet the minimum flood protection elevations. Refer to Table 14-5, Section 14-222 (5). The lowest finished floor elevation of all residences dwelling units shall be at least 12 inches above grade, and also shall be a minimum of 12 inches above the top of the curblin. For additions to existing dwelling units structures located outside of the 100-year floodplain, where the addition will directly communicate to the existing structure and where the lowest contiguous finished floor elevation is lower than 12 inches above grade, then the addition may match the existing lowest contiguous finished floor elevations, provided that: the finish floor elevation is at or above the minimum flood protection elevation; where so long as the provisions for protection against decay found in the International Residential Code and the International Building Code are met; where not in conflict with Table 14-5, Section 14-222 (5); and if where in compliance with the provisions found in sections 14-353 and 14-359, as applicable. For all areas, lowest finished floor elevations shall be a minimum of 18 inches above the 100-year base flood elevation. Streets and lots shall be graded so that all lots can be made to drain from the back of the lot toward the curblin. The lot grade from back to front shall be at least one percent except where rear lot elevations have been established at a lower elevation by previously developed lots to the rear, such lots having a common rear property line with the lot under consideration. When that condition makes general one percent grading impossible, a grading plan must be approved by the building official prior to issuance of a building permit. However, all lots which are adjacent and contiguous to a bayou shall be permitted to drain into the bayou. No additional net fill at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans for all earthwork activities. This section shall not apply to foundations constructed before the effective date of Ordinance No. 96-02.~~

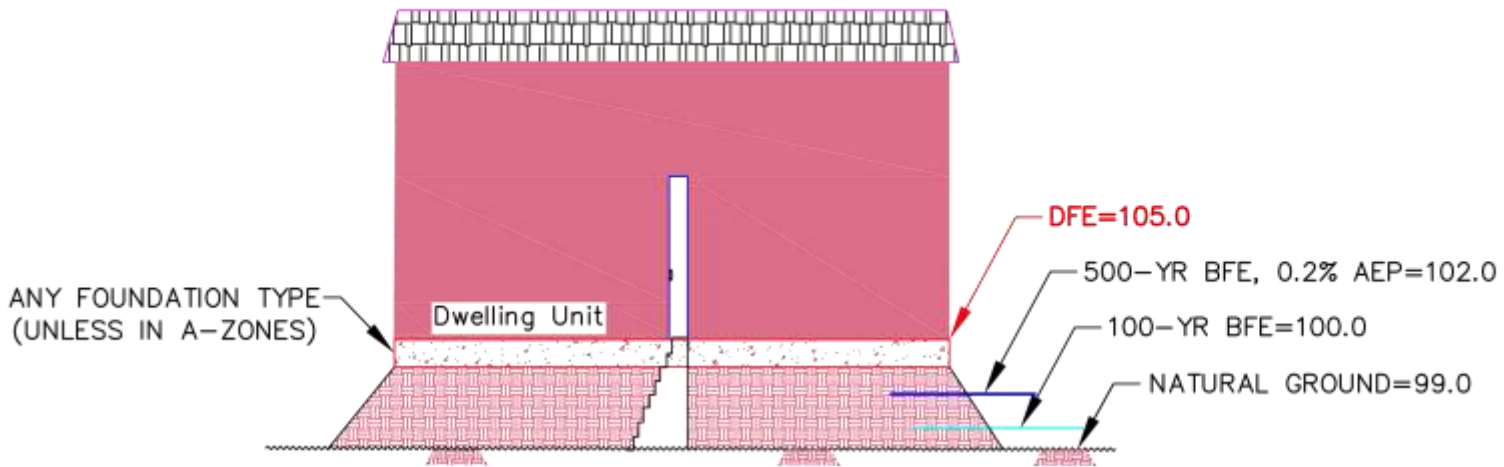
(Ord. No. 96-02, art. I, § 4-3, 2-19-96; Ord. No. 2011-14, § 5(Exh. E), 3-21-11; Ord. No. 201206, § 2, 2-20-12; Ord. No. 2013-20, § 2, 6-17-13)

Sec. 14-334. - Reserved. Minimum Flood Protection Elevation Details



LEGEND

- DFE=DESIGN FLOOD ELEVATION
(36" FREEBOARD ABOVE 0.2%)
- BFE=BASE FLOOD ELEVATION
- EC=ELEVATION CERTIFICATE, WILL ALSO
VERIFY HAG, LAG, LOWEST ELEVATION
OF MACHINERY, EQUIPMENT, ETC.
- AEP=ANNUAL EXCEEDANCE PROBABILITY
- FFE=FINISHED FLOOR ELEVATION



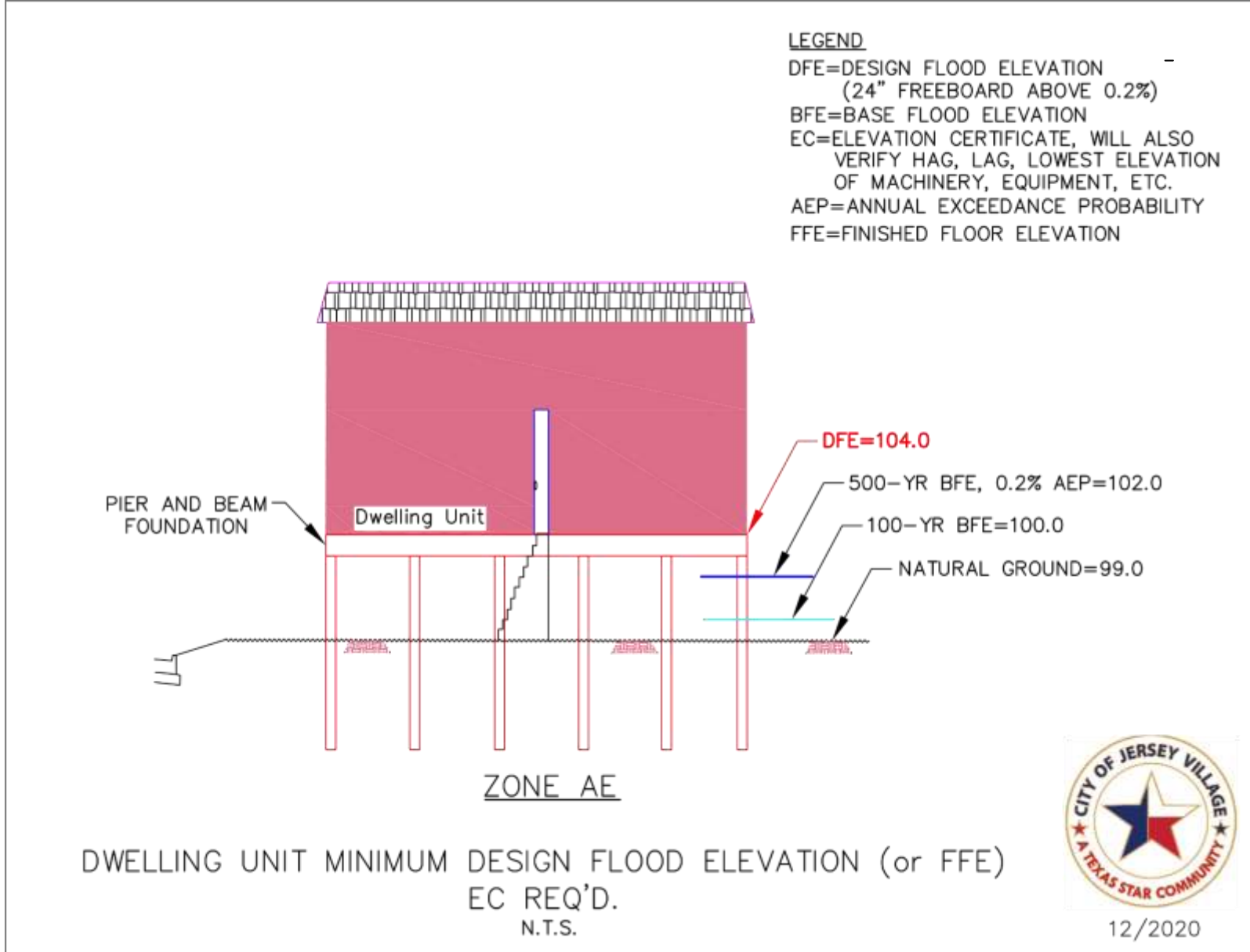
CRITICAL FACILITY

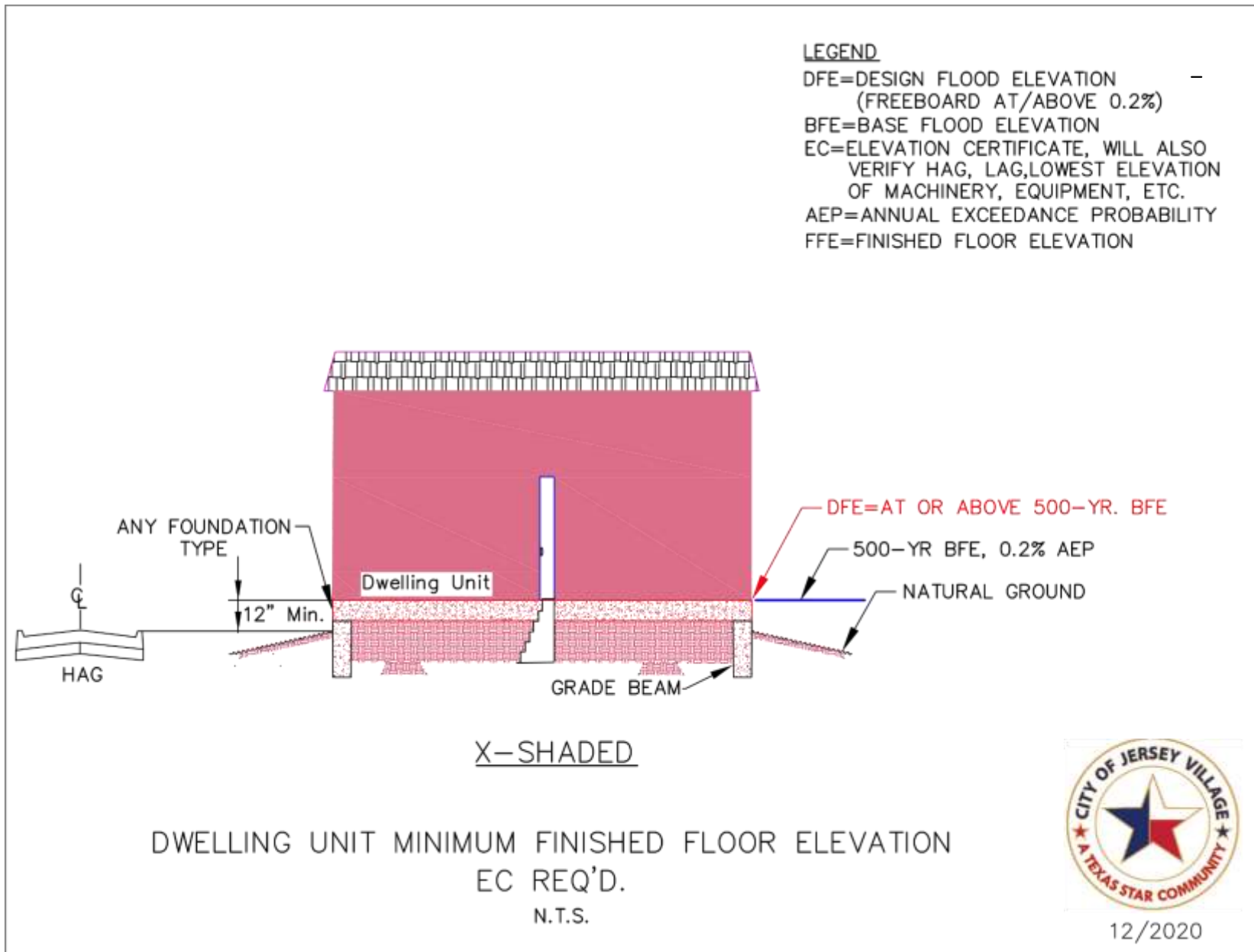
DWELLING UNIT MINIMUM DESIGN FLOOD ELEVATION (or FFE)
 *OUTSIDE A-ZONES TO THE EXTENT POSSIBLE
 EC REQ'D.

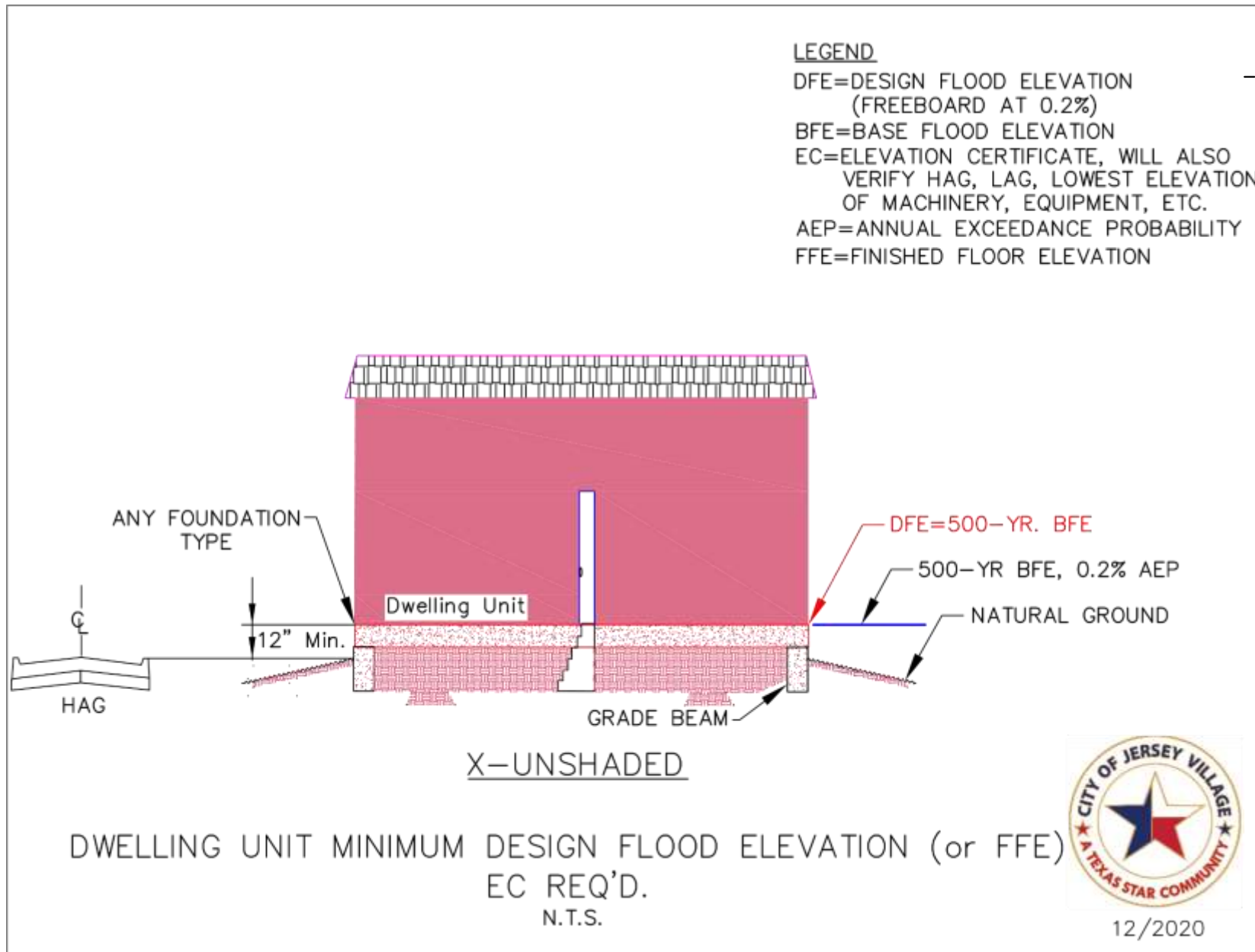
N.T.S.



12/2020







CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** F4

AGENDA SUBJECT: Consider Ordinance No. 2020-30, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” at Section 14-152, “Drainage/Floodway Easements;” Section 14-221, “Permit to Construct Storm Water Improvements;” Section 14-222, “General Provisions;” Section 14-223, “Design Criteria;” Section 14-225, “Flood Damage Prevention;” Section 14-226, “Stormwater Detention;” and Section 14-359, “Local Amendments to the International Residential Code;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

Dept./Prepared By: Christian Somers, Building Official **Date Submitted:** December 15, 2020

EXHIBITS: [Ordinance No. 2020-30](#)
[Exhibit A](#) – Amendments to Secs 14-152, 221, 222, 223, 225, and 226
[Exhibit B](#) – Amendments to Sec. 14-359

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals has previously met on December 14, 2020 to discuss amendments to Chapter 14, “Building and Development,” Section 14-152, “Drainage/Floodway Easements;” Section 14-221, “Permit to Construct Storm Water Improvements;” Section 14-222, “General Provisions;” Section 14-223, “Design Criteria;” Section 14-225, “Flood Damage Prevention;” Section 14-226, “Stormwater Detention;” and Section 14-359, “Local Amendments to the International Residential Code.”

After duly considering all the information before it, the Building Board of Adjustment and Appeals recommended in its report to Council on December 21, 2020 that:

The City of Jersey Village Code of Ordinances be amended at Chapter 14, “Building and Development,” at Section 14-152, “Drainage/Floodway Easements;” Section 14-221, “Permit to Construct Storm Water Improvements;” Section 14-222, “General Provisions;” Section 14-223, “Design Criteria;” Section 14-225, “Flood Damage Prevention;” Section 14-226, “Stormwater Detention;” and Section 14-359, “Local Amendments to the International Residential Code.”

This item is to consider adopting the changes to the Code of Ordinances recommended by the Building Board of Adjustment and Appeals. The Ordinance attached to this item outlines the recommended changes.

RECOMMENDED CITY COUNCIL ACTION:

MOTION: To approve Ordinance No. 2020-30, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” at Section 14-152, “Drainage/Floodway Easements;” Section 14-221, “Permit to Construct Storm Water Improvements;” Section 14-222, “General Provisions;” Section 14-223, “Design Criteria;” Section 14-225, “Flood Damage Prevention;” Section 14-226, “Stormwater Detention;” and Section 14-359, “Local Amendments to the International Residential Code;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

ORDINANCE NO. 2020-30

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, BY AMENDING, CHAPTER 14, “BUILDING AND DEVELOPMENT,” AT SECTION 14-152, “DRAINAGE/FLOODWAY EASEMENTS;” SECTION 14-221, “PERMIT TO CONSTRUCT STORM WATER IMPROVEMENTS;” SECTION 14-222, “GENERAL PROVISIONS;” SECTION 14-223, “DESIGN CRITERIA;” SECTION 14-225, “FLOOD DAMAGE PREVENTION;” SECTION 14-226, “STORMWATER DETENTION;” AND SECTION 14-359, “LOCAL AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE;” PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING FOR PENALTY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Building Board of Adjustment and Appeals is charged with the responsibility for making recommendations to the City Council on any code changes brought before them dealing with the Building Code; and

WHEREAS, the Building Board of Adjustment and Appeals met on December 14, 2020 to discuss various changes affecting the Building Code at Sections 14-152,14-221, 14-222, 14-223, 14-225, 14-226 and 14-359; and

WHEREAS, the Building Board of Adjustment and Appeals has presented its Written Recommendations to City Council concerning recommended changes to Sections 14-152,14-221, 14-222, 14-223, 14-225, 14-226 and 14-359; and

WHEREAS, the City Council of the City of Jersey Village desires to amend the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” at Section 14-152, “Drainage/Floodway Easements;” Section 14-221, “Permit to Construct Storm Water Improvements;” Section 14-222, “General Provisions;” Section 14-223, “Design Criteria;” Section 14-225, “Flood Damage Prevention;” Section 14-226, “Stormwater Detention;” and Section 14-359, “Local Amendments to the International Residential Code” in order to implement the changes recommended by the Building Board of Adjustment and Appeals; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, THAT:

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

Section 2: Chapter 14, “Building and Development,” Section 14-152, “Drainage/Floodway Easements;” Section 14-221, “Permit to Construct Storm Water Improvements;” Section 14-222, “General Provisions;” Section 14-223, “Design Criteria;” Section 14-225, “Flood Damage Prevention;” and Section 14-226, “Stormwater Detention” are hereby amended by adding the language underlined and deleting the language struck through as outlined in Exhibit A which is attached hereto and made a part hereof.

Section 3: Chapter 14, “Building and Development,” Section 14-359, “Local Amendments to the International Residential Code,” is hereby amended by adding the language underlined and deleting the language struck through as outlined in Exhibit B which is attached hereto and made a part hereof.

Section 4. Severability. 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 Jersey Village, 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, or whether there be one or more parts.

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

Section 6. Penalty. Any person who shall violate any provision of this Ordinance shall be guilty of a misdemeanor and subject to a fine as provided in Section 1-8.

Section 7. Effective Date. This ordinance shall be in full force and effect from and after its passage.

PASSED, APPROVED, AND ADOPTED this 21st day of December 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



ARTICLE VI. - PUBLIC EASEMENT STANDARDS

Sec. 14-152. - Drainage/floodway easements.

The developer shall provide drainage easements along all natural and manmade drainage channels and floodways which drain two or more lots or tracts of land according to the following criteria:

- (1) Open drainage channels in accordance with the requirements of the county flood control district.
- (2) Enclosed drainage systems. Where enclosed drainage systems are provided that are not within or adjacent to a public street, the developer shall provide storm drainage easements of 20-foot minimum width. Easements shall be centered on the system. If necessary, the developer shall provide larger easements.
- (3) See also article IX of this chapter.

Floodplain Restriction

No construction, without the written prior approval of the city shall be allowed within a floodplain, and then only after detailed engineering plans and studies show that no flooding and no obstruction to the natural flow of water will result. If construction is permitted, all finished floor elevations shall, at be a minimum, meet or exceed the minimum flood protection elevation of Table 14-5 of 18 inches above the 100-year base flood elevation.

The existing creeks, lakes, reservoirs or drainage channels, not within a public easement, traversing along or across portions of this subdivision, shall remain as an open channel at all times and shall be maintained by the individual owners of the lots that are the individual owners of the lots that are traversed by or adjacent to the drainage courses along or across such lots. The city shall not be responsible for the maintenance and operation of such private drainageways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing or adjacent to the property clean and free of debris, silt or any substance which would result in unsanitary conditions. The city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner and to alleviate any undesirable conditions that may occur. The natural drainage channels are subject to stormwater overflow and natural bank erosion to an extent that cannot be definitely defined, the city shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structures within the natural drainage channels. The natural drainage channel crossing each lot is shown by the floodplain easement line as shown on the plat.

- (4) See also article IX of this chapter.

(Ord. No. 95-04, § 1(502), 2-20-95; Ord. No. 2011-14, § 2(Exh. B), 3-21-11)

ARTICLE IX. – STORM DRAINAGE AND FLOOD DAMAGE PREVENTION

Sec. 14-221. - Permit to construct storm water improvements.

- (a) *Public improvement permit required.* A person commits an offense if he constructs, alters or removes any public storm water improvement without a permit for the work from the city.
- (b) *Application procedures.* The developer shall submit an application for the permit on standard forms provided by the city. The application shall be accompanied by three complete sets of proposed construction documents. Such plans and one set of construction cost estimates shall bear the seal of an engineer registered in the state and shall be prepared in accordance with the latest city standards.

(c) *Issuance and fees.* A permit for construction, alteration or removal of public improvements can be issued upon approval of the engineered documents and cost estimates for the work and payment of a plan checking and inspection fee in accordance with the duly adopted schedule of fees.

(d) *Construction documents.*

(1) *Storm drainage construction plans.* The developer shall submit storm drainage plans as part of a complete construction document package showing the information specified as follows:

- a. A plan and profile of proposed storm sewers or channels, showing hydraulic data, pipe grades and sizes, manholes, inlets, pipe connections, outlet structures, etc., in conformance with the criteria established in this article. All plans shall show existing and proposed topography with a minimum of two contour lines with at least one-foot intervals and all existing public improvements (streets, sewer, water, etc.) and public easements. Existing and proposed private improvements shall be shown including but not limited to building foundations, patios, decks, swimming pools, drives, parking lots, walks, landscape areas, etc. Surveyed spot elevations within the property shall be provided in a grid pattern with a maximum distance of 25 feet between points and along the property line at intervals of 25 feet. No elevations changes shall occur around the perimeter of the property.

Each plan shall show the seal and signature of an engineer registered in the state who prepared the plans. Each sheet shall include north point, scale (minimum engineering scale one inch to 40 feet), date and benchmark description to sea level datum. All elevations must be referenced to the datum used for the effective Flood Insurance Rate Maps published by the Federal Emergency Management Agency.

- b. A general location map of the tract showing the entire watershed (a USGS quadrangle is satisfactory).
- c. Calculations showing the anticipated stormwater flow, including watershed area, runoff coefficient and time of concentrations shall be included on the plans and submitted showing basis for design of all improvements. Drainage areas shall be clearly delineated on a drainage map.
- d. Detailed plans for any bridges, culverts, catchbasins, any other drainage structures, or any other improvements to be made. Hydraulic grade lines shall be shown on profiles and computations shall be included on the plans.
- e. Upon completion of construction, the developer must submit an as-built plan set to the city to verify the construction was completed in accordance with the approved plans. The city will not issue a certificate of occupancy after the completion of construction until an as-built plan has been submitted and approved by the city.

(2) *Design summary.* The developer shall submit a separate report entitled "Engineering Design Summary" with final plans and specifications for construction of public improvements, and shall summarize calculations and such other engineering information pertaining to the major items of design significance as may be necessary in the city's review of the plans and specifications to determine whether the facilities proposed for construction have been designed in accordance with the intent of the city's design criteria. Calculations shall include drainage facilities, water demand, sewage flows and any others considered necessary by the city.

(3) *Format.*

- a. The developer shall submit all improvement plans to the city on sheets 24 inches by 36 inches. A binding margin shall be provided of not less than one and one-half inches on the left side of the sheet and margins not less than one-half inch on the three other sides. Other media may be accepted if approved by the city prior to submission.
- b. Upon approval by the city and by the county flood control district (if required), of the engineering plans and conditional approval of the final subdivision plat, the developer will be issued a permit to construct public improvements.

- c. Upon completion of the required public improvements, the developer's engineer registered in the state shall present to the city ~~high quality, reproducible drafting film (four mils thick) of complete~~ as-built plans for all paving, drainage structure, storm drains, water lines and sewer lines within 30 days of the completion of each contract. The engineer registered in the state shall confirm in writing that the as-built plans are in fact true representations of the actual construction.
- d. The city shall not accept ownership or maintenance of any public improvements until the developer submits all final plats, all as-built plans and a one-year maintenance bond relating to the project to the city.

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2011-14, § 3(Exh. C), 3-21-11)

Sec. 14-222. - General provisions.

The developer shall design and construct drainage facilities in accordance with this article. The following design criteria are the city's minimum methods and standards. Other hydrologic and hydraulic design methods may be used to satisfy drainage requirements with prior approval of the city:

- (1) *Channel design.* The developer shall design all channels in accordance with county flood control district criteria and shall have such designs approved by the Harris County Flood Control District (HCFCD) and by the city's public works department and floodplain administrator.
- (2) *Discharge points.* The developer shall terminate all drainage improvements at a discharge point approved by the HCFCD.
- (3) *Public streets as drainage facilities.* The maximum depth of water to be allowed in local streets at a ~~three~~two-year design flow shall be at the top of the crown, or the top of the curb, whichever is least. The maximum spread of water in collector streets at ten-year design flow shall allow for one clear lane of traffic (12 feet wide). The maximum spread of water in arterial streets at ten-year design flow shall allow for two clear lanes of traffic (24 feet wide).
- (4) *Storm drainage systems.* The developer shall install an underground storm drain on curb and gutter streets beginning at the point where the calculated stormwater runoff is of such a quantity that it exceeds the height specified above (~~see also table 14-8~~). The developer shall construct the storm drain system from this point to an approved outlet. The developer shall design and construct storm drainage facilities to terminate at an outlet approved by HCFCD.
- (5) *Habitable structures.* The developer shall provide adequate means for stormwater runoff in excess of the streets' designed storm capacity (i.e., ~~three~~two, ten-year storm) to flow around habitable structures. New habitable structures and additions shall meet or exceed the minimum flood protection elevations as shown in Table 14-5.
 - a. If adjacent topography rises away from the street, the developer shall provide a grading/drainage plan which shows that all building sites can provide a finished floor elevation:
 1. At least one foot above the top of the curb using the highest point along the portion of such curb fronting the building site; or
 2. At least 18-inches above the top of ditch elevation, using the highest point along the portion of such ditch fronting the building site.
 3. The lowest finished floor elevation shall, at be a minimum, meet or exceed the criteria of Table 14-5 of 18-inches above the 100-year (one percent probability) storm base flood elevation as determined by the effective Flood Insurance Rate Maps and Flood Insurance Studies published by the Federal Emergency Management Agency. Areas outside of the FEMA regulatory floodplain limits shall, also provide at a minimum, meet or exceed the criteria of Table 14-5 of 18-inches above the 100-year (one percent probability) base flood elevation. An engineer or surveyor registered with the State of

Texas shall provide documentation that this requirement is met. An Elevation Certificate, ~~FEMA Form 81-31, dated March 2009 or subsequent revisions~~ shall be filed upon completion of the construction and prior to the issuance of a certificate of occupancy.

4. All residential lots shall be sloped from back-to-front at a minimum grade of one percent.
 - b. If adjacent topography falls away from the street, the developer shall provide a grading/drainage plan which shows that all building sites can provide a finished floor elevation at least one foot above the ground elevation along all sides of the building site and, at a minimum, meet or exceed the criteria of Table 14-5 ~~of 18 inches above the 100-year (one percent probability) base flood elevation.~~
 - c. The developer shall design and construct all streets to minimize any fill required to bring building pads into compliance with this chapter.
 - d. The lowest finished floor elevations shall meet or exceed the criteria of Table 14-5 ~~within the 100-year floodplain shall be set a minimum of 18 inches above the 100-year (one percent probability) base flood elevation as determined by the most recent flood insurance rate maps.~~
 - e. Alternate methods of building protection of those above may be accepted by the city upon submittal of detailed, engineered plans.

TABLE 14-5

MINIMUM FLOOD PROTECTION ELEVATION REGULATIONS

See minimum flood elevation protection graphics at Section 14-334.

Minimum Flood Protection Elevation Regulations

See also Section 14-333 of the Code of Ordinances

Special Flood Hazard Area	Design Flood Elevation (DFE) (Freeboard Above .2%)	Foundation Type	FF Proof
Floodway	+36 inches	Pier & Beam	EC (CD, BUC, FC)
Critical Facility	+36 inches	Any, unless in A-zones	EC (CD, BUC, FC)
<i>*Located outside of A-zones, to the extent possible</i>			
AE	+24 Inches	Pier & Beam	EC (CD, BUC, FC)
X-Shaded	At or above the 500 yr. floodplain elevation	Any	EC (CD, BUC, FC)
X-Unshaded	No additional above .2%	Any	EC (CD, BUC, FC)

Legend:
FF= Finished Floor Elevation
EC= Elevation Certificate
Types of EC: Construction Drawings (CD); Building Under Construction (BUC); Finished Construction (FC). The final Finished Construction EC will also verify Highest Adjacent Grade (HAG), Lowest Adjacent Grade (LAG), lowest elevation of machinery and equipment, etc.

- (6) *Drainage system criteria.* Storm drainage shall be by curb and gutter and underground pipe network. Flow velocities shall be between three and eight feet per second in the pipe.
- (7) *Bridges and box culverts.* The developer shall design and construct bridges and box culverts on all street crossings over all drainageways and floodways in accordance with HCFCD criteria.
- (8) *Valley gutters.* The developer shall provide concrete valley gutters if the gutter flow must be carried across intersections of curbed streets.
- (9) *Public easements required.* All public drainage facilities shall be placed in public easements as described in article VI of this chapter.

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2011-14, § 3(Exh. C), 3-21-11)

Sec. 14-223. - Design criteria.

- (a) *Basis for discharge.* The developer shall design drainage improvements for watersheds less than 640 acres based on flood discharges determined from the Rational Formula. The Rational Formula for calculating storm flows is shown in figure 14-10. All outfalls and channels shall be designed in accordance with HCFCFCD criteria. Drainage areas in excess of 640 acres shall be analyzed in accordance with the HCFCFCD criteria.
- (b) *Determination of time of concentration.* The time of concentration may be calculated based on the average runoff velocities shown in table 14-7.
- (c) *Storm frequency.* Design storm frequencies for storm drainage improvements are shown in table 14-9.
- (d) *Underground drainage facility design.* The developer shall calculate underground drainage facility (storm drain) capacity by Manning's Formula (table 14-8).

TABLE 14-7
VELOCITY OF RUNOFF

Description of Watercourse (% Slope)	Velocity of Runoff in Feet per Second for Slope in Percent			
	0 to 3	4 to 7	8 to 11	Over 12
Overland surface drainage (ft./sec.)	5	10	15	18
Channels	Determine V by Manning's Formula			
Storm sewers	Determine V by Manning's Formula			

For street or gutter flow, the velocity shall be based on the grade of the street. In the absence of detailed calculation by Manning's Formula for the specific street section, the average velocities shown in table 14-8 may be used.

FIGURE 14-10
THE RATIONAL FORMULA

$Q = CIA,$

where:

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Q =	the maximum storm flow rate at a given point (in cubic feet per second);
C =	a runoff coefficient which varies with the topography, land use and moisture content of the soil at the time. The runoff coefficient shall be based on the ultimate use of the land. The runoff coefficient can be selected from the major use classification shown below.

Shopping centers		0.95
Business areas		0.80
Industrial areas		0.70
Residential areas		
(1) Less than 2 lots/acre		0.40
(2) Greater than 2 lots/acre but less than 4 lots/acre		0.50
(3) Greater than 4 lots/acre but less than 8 lots/acre		0.60
(4) Greater than 8 lots/acre		0.75
Multifamily residential		0.75
Park and open space		0.30

I =	the average intensity of rainfall in inches per hour for a period equal to the time of concentration of flow from the farthest point of the drainage area to the point under consideration.	

$$i = b / (t + d)^e$$

For IDF curves, TxDOT⁴ uses a formula for approximating the intensity-duration-frequency curve. The formula is

$$i = \frac{b}{(t_c + d)^e} \tag{3}$$

⁴TxDOT Hydraulic Design Guidelines, <http://manuals.dot.state.tx.us/dynaweb/colbridg/hyd>

where:

d = 7.8 and

	3-year	5-year	10-year	25-year	50-year
b =	69.3	73	80	84	94
e =	0.783	0.778	0.759	0.739	0.740
t =	time of concentration in minutes				

Coefficient	50 % AEP 2-Year	20 % AEP 5-Year	10 % AEP 10-Year	4 % AEP 25-Year	2 % AEP 50-Year	1 % AEP 100-Year	0.2 % AEP 500-Year
Region 3							
e	0.7244	0.6900	0.6623	0.6294	0.6096	0.5797	0.5196
b (in.)	48.35	52.32	54.68	57.79	61.00	60.66	62.17
d (min.)	9.07	7.88	6.96	5.89	5.46	4.44	2.95

AEP - annual exceedance probability

	A =	the drainage area, in acres, tributary to the point under design calculated from the drainage map of the area. This drainage map shall be submitted with any drainage plans submitted for consideration by the city.

TABLE 14-8
AVERAGE VELOCITIES OF RUNOFF

Slope of Gutter (percent)	Assumed Velocity (feet/second)
0.3	1.2
0.5	1.5
1.0	2.2
2.0	3.1
3.0	3.8
4.0	4.3
5.0	4.9
6.0	5.3
8.0	6.1
10.0	6.9

Using the average velocities in table 14-8, the developer shall calculate the time of concentration by the formula shown in figure 14-12 or by other recognized formulas such as the Texas Department of Transportation formulas unless more data is shown on the plans for calculating time of concentration.

TABLE 14-9
DESIGN STORM FREQUENCY

Type of Facility	Description of Area to be Drained	Minimum Design Frequency (years)
Streets and storm sewers or side ditches, combined*	Residential**, commercial and industrial	Local— 3 Collector—5 Arterial—10
Culverts, bridges, channels and creeks	Any type of area less than 640 acres	100

* If in a storm drain system, an inlet is located at a low point so that flow in excess of the storm drain capacity would be directed onto private property, and such overflow could cause damage or serious inconvenience, in the opinion of the city, the design frequency shall be 25 years.

** Residential includes new or teardown and reconstruction on single family lots.

¹FIGURE 14-11
MANNING'S FORMULA

$$Q = 1.486 * A * R^{2/3} * S^{1/2} / n$$

The volume flow in the channel can be calculated as

$$q = A v = (k_n / n) R_h^{2/3} S^{1/2}$$

where:

Q = the discharge in cubic feet per second;

A = the cross sectional area of flow in square feet;

R = the hydraulic radius in feet = area/wetted perimeter;

S = the slope of the hydraulic gradient in feet per foot;

n = the coefficient of roughness.

Manning's equation can be used to calculate average velocity flow in open channel

$$v = (k_n / n) R_h^{2/3} S^{1/2}$$

where

¹ Engineering ToolBox, (2004). *Manning's Formula for Gravity Flow*. [online] Available at: https://www.engineeringtoolbox.com/mannings-formula-gravity-flow-d_800.html

$v = \text{cross-sectional mean velocity (ft/s, m/s)}$

$k_n = 1.486 \text{ for English units and } k_n = 1.0 \text{ for SI units}$

$n = \text{Manning coefficient of roughness}$

$R_h = \text{hydraulic radius (ft. m)}$

$S = \text{slope – or gradient – of pipe (ft/ft, m/m)}$

Hydraulic radius can be expressed as

$$R_h = A/P_w$$

where

$A = \text{Cross sectional area of flow (ft}^2, \text{ m)}$

$P_w = \text{wetted perimeter (ft, m)}$

- Flow Section Channels- Geometric Relationships

The volume flow in the channel can be calculated as

$$q = A v = (k_n/n) R_h^{2/3} S^{1/2}$$

where

$q = \text{volume flow (ft}^3/\text{s, m}^3/\text{s)}$

The elevation of the hydraulic gradient of the storm sewer shall be below the elevation of the adjacent street gutter. The developer shall use stormwater pipe sized so that the average velocity in the pipe is between three and eight feet per second. Tail water conditions at the outfall of the system shall be no less than the proposed top of pipe of the receiving system.

FIGURE 14-12
TIME OF CONCENTRATION

$$T_c = D/(V \times 60) \text{ Example: If } D=100', V=1.2\text{fps, then: } T_c=100'/(1.2\text{fps} \times 60) = (100'/72\text{fpm}) = 1.39 \text{ min.}$$

$$1.39 \text{ min.} < 10 \text{ min.}, \text{ therefore } T_c=10 \text{ min.}$$

$$T_c = D/(V \times 60) \text{ Example: If } D=100', V=1.2\text{fps, then: } T_c=100'/(1.2\text{fps} \times 60) = (100'/72\text{fpm}) = 1.39 \text{ min.}$$

$$1.39 \text{ min.} < 10 \text{ min.}, \text{ therefore } T_c=10 \text{ min.}$$

+10

where:

T _c	=	Time of concentration in minutes for use in figure 14- 11 <u>10</u> . The minimum time of concentration shall be ten minutes.
D	=	Distance in feet from point of concentration to the hydraulically most distant part of the drainage basin under construction.
V	=	Velocity in feet per second from table 14-1 <u>14.7, 14.8</u> or velocity calculated by an engineer for streets and/or storm sewers.

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (3) Storm water flows shall be contained within the property and discharged to a public right-of-way. Acceptable methods to contain flows include use of adequately sized swales, curbs, area inlets, or methods that will contain flows on the development parcel and prevent spill over onto adjacent private property. Fence lines shall be designed to avoid impeding storm water flows within the side lot swales. All swales must be contained within the development parcel unless a recorded easement is provided.
- (4) Storm water flows up to the city's design storm shall not go onto an adjacent private property without a drainage easement recorded at the Harris County Clerk's office. No private agreements between property owners will be allowed unless recorded at the county clerk's office and approved by the city.
- (5) The use of French drains are not permissible as a drainage element to contain and convey flows to public rights-of-way.
- (6) Area drains shall have a minimum grate size of 12 inches by 12 inches and be designed to accommodate the full design storm. Cleanouts shall be provided at all junctions and at every bend.
- (7) For single family residential developments, roof drains may be tied into a storm sewer system. All tie in points shall be identified on the construction plans. A minimum pipe diameter of four inches shall be allowed for one roof drain. A minimum pipe diameter of six inches shall be allowed for up to four roof drains. For all other land uses, roof drains shall be properly sized by a registered engineer or architect. The minimum pipe sizes listed for single family developments shall also be used.

TABLE 14-10
COEFFICIENT OF ROUGHNESS ⁽¹⁾

Open Channels		Maximum Permissible Velocity in Feet/Second	Coefficient "n"

Paved			
	Concrete	15	0.011 to 0.020
	Asphalt	15	0.013 to 0.017
	Rubble or riprap	15	0.017 to 0.030
Earth ⁽²⁾			
	Bare, sandy silt, weathered	2.0	0.020 to 0.150
	Silt clay or soft shale	3.5	0.020 to 0.150
	Clay	6.0	0.020 to 0.150
	Soft sandstone	8.0	0.020 to 0.150
	Clean gravelly soil	6.0	0.030 to 0.150
Turf			
	Shallow flow	6.0	0.06 to 0.08
	Depth of flow over 1 foot	6.0	0.04 to 0.06

⁽¹⁾ Coefficient of roughness in accordance with HCFCD criteria, if required.

⁽²⁾ Will vary with straightness of alignment, smoothness of bed and side slopes, and whether channel has light vegetation or is choked with weeds and brush.

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2011-14, § 3(Exh. C), 3-21-11)

Sec. 14-224. - Reserved.

Sec. 14-225. - Flood damage prevention.

(a) *Permit required.*

- (1) No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

- (2) A floodplain development permit shall be required to ensure conformance with the provisions of this chapter. This chapter shall apply to all areas of special flood hazard within the jurisdiction of the City.
 - (3) The developer shall obtain a floodplain development permit from the city prior to locating, altering, or changing the use of any structure or land within an area of special flood hazard.
 - (4) An application for a permit shall be accompanied by the payment of a fee in accordance with the duly adopted schedule of fees.
 - (5) This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (b) *Designation of flood hazard zones.* The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the current scientific and engineering report entitled, The Flood Insurance Study (FIS) of Harris County, Texas and Incorporated Areas, dated November 15, 2019 with accompanying Flood Insurance Rate Maps (FIRM) dated November 15, 2019, and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.
 - (c) *Designation of the floodplain administrator.* The director of public works, or the director's designated agent, is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.
 - (d) *Duties and responsibilities of the floodplain administrator.* Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:
 - (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
 - (2) Review permit applications to determine whether proposed building sites and projects, including the placement of manufactured homes, will be reasonably safe from flooding.
 - (3) Review, approve or deny all applications for [floodplain] development permits required by adoption of this chapter.
 - (4) Review permits for proposed development to ensure that all necessary permits have been obtained from those federal, state or local governmental agencies (including but not limited to section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334, and the Endangered Species Act of 1973) from which prior approval is required.
 - (5) Determine the flood hazard boundary line, where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).
 - (6) Notify, in riverine situations, adjacent communities and the state coordinating agency (the Texas Water Development Board and the Texas Commission on Environmental Quality), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - (7) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - (8) Obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of the section when base flood elevation data has not been provided in accordance with subsection (b) of this section.
 - (9) Require that no new construction, substantial improvements or other development (including fill) shall be permitted within flood hazard zones A1-30 and AE on the city's flood insurance rate maps [FIRM], when a regulatory floodway has not been designated, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevations of the base flood by more

than one foot at any point in the city, that the proposed development complies with all of the provisions of 44 CFR Chapter 1, Section 65.12, and that the proposed development shall meet the requirements of the Harris County Flood Control District.

- (10) In the interpretation and application of this chapter, all provisions shall be:
- a. Considered as minimum requirements;
 - b. Liberally construed in favor of the city; and
 - c. Deemed neither to limit nor repeal any other powers granted under State law.
- (11) The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or any official or employee thereof that result from reliance on this chapter or any administrative decision made hereunder.
- (e) *Permit procedures for flood hazard zone areas.*
- (1) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by the city and may include, but not be limited to, site plans [as described in subsection 14-6(d)] and plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - a. Elevation (in relation to sea level datum) of the lowest floor (including the basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - c. A certificate from an engineer or architect registered in the state that the nonresidential floodproofed structure shall meet the floodproofing criteria of subsection (h)(2) below;
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and
 - e. Maintain a record of all such information in accordance with subsection (d)(1) above.
 - (2) Approval or denial of a floodplain development permit by the city shall be based on all of the provisions of this section and emphasizing the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of a waterfront location, where applicable;

- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - j. The relationship of the proposed use to the comprehensive plan for that area.
- (f) *Appeal and variance procedures.* A developer may appeal the decision of the [floodplain administrator] to the board of adjustment when it is alleged there has been an error in any requirement, decision or determination in the enforcement or administration of this chapter. The procedure for an appeal shall be according to the hardship relief procedures contained in section 14-9. The board of adjustment shall hear and render judgment on a developer's request for variance(s) from the requirements of this chapter. Prerequisites for granting variances are:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon showing a good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship to the applicant and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Variances may be granted by the city for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that the criteria outlined in subsection (e)(2) above, and this subsection are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and 500-year storm and create no additional threats to public safety.
 - (4) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection (e)(2) above, has been fully considered. As the lot size increase beyond the one-half acre, the technical justification required for issuing the variance increases.
 - (5) Variances shall not be issued within any designated floodway.
 - (6) Other variance provisions.
 - a. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
 - b. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
 - c. Upon consideration of the factors noted above and the intent of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
 - d. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (g) *General standards for flood hazard reduction.* In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
 - (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage. FEMA Bulletins 1-93, 2-93, and 3-93 or subsequent revisions will serve as the guideline for this requirement;
 - (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
 - (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
 - (8) All new construction or substantial improvements shall obtain approval of an elevation certificate, ~~FEMA Form 81-31 dated March 2009 and subsequent revisions~~ verifying that the finish floor elevation meets or exceeds the criteria of Table 14-5~~minimum freeboard between the 100-year base flood elevation and lowest finished floor elevation is 18 inches.~~
 - (9) If any substantial improvement including the reconstruction, rehabilitation, addition or other improvement of a habitable structure where the cost of which equals or exceeds 50 percent of the marked value of the structure before "start of construction" occurs, then the entire existing nonconforming building must meet the requirements for new development.
 - (10) If a structure is substantially damaged, where the damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged conditions would equal or exceed 50 percent of the market value of the structure before the damage occurred, it shall not be reconstructed except in conformity with the provisions of this chapter.
- (h) *Specific standards.* In all areas of special flood hazards where base flood elevation data has been provided as set forth in subsections (b), (d)(8) and (l)(2) of this section, the following provisions are required:
- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including the basement), together with the attendant utility and sanitary facilities, and machinery and equipment, elevated so as to meet or exceed the criteria of Table 14-5~~to a minimum of 18 inches above the 100-year base flood elevation.~~ A land surveyor registered in the state shall submit a certification to the city prior to receiving a development permit that the standard of this subsection is satisfied. No additional fill below the 100-year base flood elevation is permissible, however on-site soils may be used to construct a building pad area as long as there is no loss in the floodplain volume storage. Soil cut and fill quantities shall be provided on the construction plans to for earthwork quantities below the 100-year base flood elevation. Use of pier and beam construction, or stem walls with proper flood openings in the foundation as described in section 14-225(g) is permitted as long as the property shall have no net increase in volume of material on the lot below the base flood elevation, with the exceptions of the small amount of concrete used for construction. A dwelling unit's sanitary drains, such as where the flood level rim of the plumbing fixture is below the DFE, may be placed below the DFE where the building's sanitary sewer is protected with a backflow device.
 - (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including the basement) elevated so as to meet or exceed the criteria of Table 14-5~~to a minimum of 18 inches above the 100-year base flood level~~ or, together with attendant utility and sanitary facilities, and machinery and equipment, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. An engineer or architect registered in the state shall develop and/or review structural

design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the city as part of the permanent development permit file. A FEMA Floodproofing Certificate for Non-Residential Structures, ~~Form 81-65, dated March 2009 and subsequent revisions shall be used and approved.~~ No additional fill below the ~~400~~500-year ~~floodplain base flood~~ elevation is permissible. Soil cut and fill quantities shall be provided on the construction plans to for earthwork quantities below the ~~400~~500-year floodplain ~~base flood~~ elevation. A building's sanitary drains, such as where the flood level rim of the plumbing fixture is below the DFE, may be placed below the DFE where the building's sanitary sewer is protected with a backflow device.

- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles including detached or attached garages, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must be certified by an engineer or architect registered in the state that meet or exceed the following minimum criteria:
- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided or the requirements in ~~FEMA~~ the National Flood Insurance Program's NFIP Technical Bulletin 1-93, dated March 2020, or subsequent revisions shall serve as guidelines for this requirement.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
 - d. Construction materials shall be resistant to flood damage.
 - e. No additional ~~net fill below the 100-year base flood elevation~~ at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans to for all earthwork quantities ~~activities~~ below the 100-year base flood elevation.
- (4) *Manufactured homes.*
- a. All manufactured homes to be placed within flood hazard zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 - b. All manufactured homes shall be in compliance with subsection (c)(1) of this section (first floor elevation must meet or exceed the criteria of Table 14-518 inches above the 100-year base flood level).
 - c. All manufactured homes to be placed or substantially improved within flood hazard zones A, and AE on the city's FIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated so as to meet or exceed the criteria of Table 14-518 inches above the 100-year base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection (h)(4)a. of this section.
 - d. A person commits an offense if he places any manufactured home in the regulatory floodway in other than an existing manufactured home park or manufactured home subdivision.

- e. ~~No additional net fill below the 100-year base flood elevation at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans to for all earthwork quantities activities below the 100-year base flood elevation.~~
- (i) *Standards for subdivision proposals.*
- (1) The developer of subdivisions, including manufactured home parks and subdivisions, shall obtain a development permit (see subsection (a) above) prior to final platting.
 - (2) Base flood elevation data shall be generated for subdivision proposals and other proposed development including manufactured home parks and subdivisions which are greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to subsection (b) of this section, subsection (d)(8) of this section or elsewhere in this article.
 - (3) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
 - (4) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities (sewer, gas, electrical and water systems) located and constructed to minimize or eliminate flood damage.
 - (5) ~~No additional net fill below the 100-year base flood elevation at each lot is permissible with the exception of fill for slab-on-grade foundation forms if located outside of the limits of the 100-year floodplain and minimal fill as determined by the city used to meet the International Residential Code or International Building Code requirements for drainage away from a structure if located outside of the limits of the 100-year floodplain. Soil cut and fill quantities shall be provided on the construction plans to for all earthwork quantities activities below the 100-year base flood elevation.~~
- (j) ~~(Reserved) Standards for areas of shallow flooding (flood hazard zones AO/AH). Located within the areas of special flood hazard established in subsection (b) of this section, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:~~
- (1) ~~All new construction and substantial improvements of residential structures shall have the lowest floor (including the basement) elevated 18 inches above the 100-year base flood elevation specified in feet on the city's FIRM (at least 18 inches if no depth number is specified). No additional fill below the 100-year base flood elevation is permissible. Soil cut and fill quantities shall be provided on the construction plans to for earthwork quantities below the 100-year base flood elevation.~~
 - (2) ~~All new construction and substantial improvements of nonresidential structures:~~
 - a. ~~Shall have the lowest floor (including the basement) elevated 18 inches above the 100-year base flood elevation specified in feet on the city's FIRM (at least 18 inches if no 100-year base flood elevation is specified); or~~
 - b. ~~Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.~~
 - c. ~~No additional fill below the 100-year base flood elevation is permissible. Soil cut and fill quantities shall be provided on the construction plans to for earthwork quantities below the 100-year base flood elevation.~~

- ~~(3) An engineer or architect registered in the state shall submit a certification to the city which shall become part of the permanent development permit file that the standards of subsection (e)(1)a. above, are satisfied.~~
- ~~(4) Within zones AH or AO the developer shall provide adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.~~
- (k) *Floodways.* Floodways are located within areas of special flood hazard established in subsection (b) of this section. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless approved by HCFCD.
 - (2) Where subsection (1) of this subsection (k) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of subsections (b), and (g) through (k) of this section. ~~In addition, the bottom of the lowest supporting member of any structure shall be elevated 18 inches or more above the 100-year base flood elevation.~~

(Ord. No. 00-11, § 3, 3-20-00; Ord. No. 2007-24, § 1, 6-18-07; Ord. No. 2011-14, § 3(Exh. C), 3-21-11; Ord. No. 2013-46, § 4(Exh. A), 12-16-13; Ord. No. 2014-15, § 1, 5-19-14; Ord. No. 2019-05, § 2, 2-18-19; Ord. No. 2019-21, § 1, 6-17-19; Ord. No. 2019-32, § 1, 8-19-19)

Sec. 14-226. - Stormwater detention.

- (a) *Detention required.* The developer shall provide stormwater detention according to the standards established in this section for all developments meeting the following criteria:
- (1) In any nonresidential development ~~greater than five acres;~~
 - (2) In any residential development greater than ~~five~~one acres, except a single-family residential structure and accessory buildings proposed on an existing lot.
- (b) *Definitions.*
- Detention basin.* A facility that provides for temporary storage of stormwater runoff and controlled release of this runoff during and after a flood or storm.
- (c) *Detention facilities design.* The developer shall design the maximum storage to be provided in a detention basin based on the runoff from the 100-year storm event with a 24-hour rainfall depth and reservoir routing methods. The developer shall calculate detention storage using the following hydrograph method:
- (1) *Types of storage facilities.* Detention ponds may be either on-stream or off-stream facilities. An on-stream pond is defined as one that is located on a Harris County Flood Control District ("HCFCD") or Texas Department of Transportation ("TxDOT") ditch and receives runoff from areas significantly larger than the development project under design. An off-stream pond generally receives runoff from a small drainage area consisting primarily of one development project. In the following regulations, the design methods presented are generally oriented to off-stream detention facilities. Specific reference will be made to methods for on-stream facilities.
 - (2) *Design consideration.* The developer shall design a gravity detention pond according to the following steps:
 - a. Determine a design inflow hydrograph for the proposed detention pond.
 - b. Determine the maximum allowable outflow rate from the detention pond.
 - c. Determine the design tailwater elevation at the downstream end of the outflow structure and the maximum water elevation in the pond.
 - d. Determine the preliminary sizing of the pond storage capacity and the outflow structure.

- e. Determine that the maximum allowable outflow rate is not exceeded by routing a design inflow hydrograph through the pond with adjustment of storage and outflow structure, as required.
 - f. Insure that these systems will operate properly under design water surface conditions in the pond. Analysis of the hydraulic gradients for storm sewers and inflow channels entering the pond.
 - g. Analyze rainfall events in excess of the design frequency for structural and flood considerations, including provisions for an emergency spillway or overflow structure.
 - h. Define any potential geotechnical and structural problems.
- (3) *Geotechnical design.* The developer shall submit to the city a detailed soils investigation by a geotechnical engineer registered in the State of Texas prior to initiating final design of a detention pond.

At a minimum, the soils investigation shall address:

- a. The ground water conditions at the proposed site.
 - b. The type of material to be excavated from the pond site and its suitability for fill material.
 - c. If a dam is to be constructed, adequate investigation of potential seepage problems through the dam and attendant control requirements, the availability of suitable embankment material and the stability requirements for the dam itself.
 - d. Potential for structural movement on areas adjacent to the pond due to the induced loads from existing or proposed structures and methods of control that may be required.
 - e. Stability of the pond side slopes.
- (4) *Hydraulic design for drainage areas greater than ~~five~~ one acres.* For draining of areas greater than ~~five~~ one acres, no detailed determination of the inflow hydrograph is required. The maximum allowable outflow rate shall be based on the 100-year, undeveloped runoff from the site and is determined as follows:

$$Q_{MAX} = 1.2 A$$

Where Q is the maximum outflow rate in cubic feet per second and A is the drainage area in acres. For ponds discharging into a roadside ditch or storm sewer, the maximum outflow rate should be restricted to the three-year frequency runoff from the undeveloped site. The allowable undeveloped outflow rate is:

$$Q_{MAX} = 0.5 A$$

The required storage volume, S, of a detention pond for either of the outfall conditions discussed above is a function of the drainage area and determined by:

$$S = 0.55A$$

Where A is the drainage area in acres, no further hydrologic design is required.

- (5) *Hydrologic design for drainage areas greater than 50 acres.* For drainage areas greater than 50 acres, the small watershed method procedure is recommended for use in accordance with the procedures described in Section 3 - Hydrology of the Policy Criteria and Procedure Manual, dated October 2004 and subsequent revisions for the Design of Flood Control and Drainage Facilities, Harris County Flood Control District. Please note areas updated for Atlas 14, per HCFCD.

In the small watershed method, the maximum inflow rate and the volume of runoff to the detention facility shall be determined. With the peak flow and volume of runoff determined, an inflow hydrograph may be developed.

The maximum allowable outflow rate shall be restricted to the flow rate from the undeveloped tract. Design inflow hydrographs and maximum allowable outflow rates shall be determined for both the 100-year and 10-year frequency, except in cases where the receiving stream has less than 100-year frequency capacity. In such cases, the maximum allowable outflow rate shall be limited to the flow from the undeveloped tract for the return period which produces bankfull capacity in the outflow channel. Otherwise, the detention facility could aggravate downstream flooding.

- (6) *On-stream detention ponds.* The developer shall complete a routing study for the design of an on-stream detention pond such as a TxDOT ditch or a HCFCD ditch to develop the design inflow hydrograph and the maximum allowable outflow rate. The specific procedures and assumptions to be used shall be approved by TxDOT, HCFCD and the city prior to initiating design.
- (7) *Hydraulic design.* The developer shall complete the hydraulic design of a detention pond according to the following:
 - a. Determine the preliminary sizing of pond storage and outflow structure.
 - b. Determine the design tailwater elevation at the downstream end of the outflow structure and maximum water deviation in the pond.
 - c. Verify that the storage and outflow rate is not exceeded by routing of design inflow hydrograph through the pond with adjustments as necessary.
 - d. Ensure that the systems operate properly under design water surface conditions in the pond by analyzing of the hydraulic gradients for any storm sewers and inflow channels entering the pond.
 - e. Analyze rainfall events in excess of the design frequency for structural and flood considerations.
- (8) *Storage requirements.* The developer shall determine preliminary sizing of the storage volume requirements by plotting the computed inflow hydrograph and a straight line from the origin to the maximum allowable outflow rate on the recession side of the inflow hydrograph, then plan metering the resulting area under the inflow hydrograph above the straight line.

The outflow structure may be sized as follows:

- a. Determine the maximum allowable water surface elevation in the pond for the 100-year frequency inflow hydrograph.
- b. Determine the maximum flow line elevation for the outflow structure.
- c. Estimate the size of the structure required to pass the allowable outflow rate based on the difference in elevation between the 100-year water level in the pond and the top of pipe.
- d. Estimate the size of overflow spillway required to pass the 100-year flow.

Once the preliminary storage and outflow structure have been determined, routing of the inflow hydrograph through the pond shall be performed.

As required input to the reservoir procedure, plots of stage (water surface elevation) versus storage and outflow must be determined. The maximum or 100-year water surface elevation in the pond shall be based on local topography or the 100-year water surface in the outfall channel. Also, of prime consideration in developing the stage-outflow curve is the downstream water surface elevation (tailwater) on the outflow structure. This tailwater elevation may affect the discharge capacity of the outflow structure and must be considered in determining the outflow versus stage relationship.

There are two tailwater conditions which may be applied to detention pond routing: a constant tailwater elevation or tailwater elevations varying with time. Routing a hydrograph through a detention pond should incorporate the effect of the variable tailwater on the outflow. In most cases development of a storm hydrograph in the outfall channel would require extensive watershed modeling.

For drainage areas greater than 50 acres, a constant tailwater elevation for determining the stage-versus-outflow relationship is acceptable. The developer shall use a tailwater elevation either two feet below the 100-year water surface in the detention pond or the 100-year water surface in the channel, whichever is lower.

Once the inflow hydrograph is routed through the pond, the resulting outflow rate shall be compared to the maximum allowable rate. Adjustments in the storage volume and the outflow structure size shall then be made as required to insure that the maximum outflow rate is not exceeded and that the resulting outflow rate is not significantly smaller than required. This process may require several iterations to determine the required storage volume and the outflow structure size. The minimum outflow pipe size shall be 12 inches.

Once the pond has been sized and the outflow structure determined for the 100-year frequency, the resulting maximum ten-year water surface elevation in the pond shall be determined by routing the ten-year inflow hydrograph through the pond. The developer shall use the ten-year water surface in the outfall channel as the constant tailwater elevation for determining the stage-versus-outflow relationship.

Storm events in excess of the 100-year event must be considered in the design of detention facilities from the standpoint of overtopping. For a detention facility which is an excavated pond and has no dam associated with it, the outflow structure shall be designed with an overflow structure or swale.

For ponds which require a dam, the possibility of dam failure due to overtopping of the dam embankment must be considered. Downstream flood damage and loss of life must be evaluated and, if a significant hazard exists, the dam must be adequately designed to prevent such hazards. Specific dam criteria for storm events with frequencies in excess of the 100-year frequency shall be established by the city on a case-by-case basis. These criteria should be established in the preliminary design phase.

The use of hydrograph timing as a substitution for detention on any project is prohibited.

- (9) *Pump systems.* Where it is determined that a pump system is necessary, approval by the city of the preliminary conceptual design shall be obtained before any detailed engineering is performed.

The city shall not approve the use of pump-type detention systems for private use except under the following conditions:

- a. A gravity system is not feasible from an engineering and economic standpoint;
- b. At least two pumps are provided, each of which is sized to pump the design flow rate, if a triplex system is used, any two of the three pumps must be capable of pumping the design flow rate;
- c. The selected design outflow rate must not aggravate downstream flooding (Example: A pump system designed to discharge at the existing 100-year flow rate each time the system comes on-line could aggravate flooding for more frequent storm events.);
- d. Fencing of the control panel is provided to prevent unauthorized operation and vandalism;
- e. Adequate assurance is provided that the system will be operated and maintained on a continuous basis;
- f. No public drainage can be tied to a permanent pumped detention facility;

- g. An emergency source of power is provided; or
 - h. Detention facilities which utilize pumps shall be designed in such a way that should the pump fail, the detention pond will not overflow onto adjacent property. All overflow must be retained on site.
- (10) *Erosion control.* The developer shall provide adequate erosion control and re-vegetation during and following construction of the pond.
- (11) *Safety, aesthetic consideration and multi-purpose use.* Detention ponds may be utilized as private parks and recreational facilities on a case-by-case basis. Also, a parking area may be used for a portion of the storage as long as the 100-year water depth is six inches or less where cars are parked. The proposed use and the facilities to be constructed within the pond area must be specifically approved by the city.
- (d) *Other standards.* For additional details regarding design and construction of stormwater detention facilities refer to Sections 3, 4, and 5 of the Criteria Manual for the Design of Flood Control and Drainage Facilities in Harris County, published by the Harris County Flood Control District and adopted by Harris County Commissioners Court in October 2018. Other methods of design may be used upon prior written approval from the city engineer.

(Ord. No. 00-20, § 1, 6-19-00; Ord. No. 2010-44, § 1, 10-18-10; Ord. No. 2011-14, § 3(Exh. C), 3-21-11; Ord. No. 2019-05, § 2, 2-18-19)

Secs. 14-227—14-239. - Reserved.

Sec. 14-359. - Local amendments to the International Residential Code.

The International Residential Code adopted by section 14-358 is hereby amended as set forth in this section:

Appendix J, Existing Buildings and Structures, is hereby amended to read as follows:

- (a) ~~If, within any 12-month period, alterations, additions, renovations, repairs or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this Code for new buildings in regards to the Design Flood Elevation.~~
- (b) ~~If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this Code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.~~
- (c) ~~[Reserved.]~~
- (d) ~~For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.~~
- (e) ~~The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this code for new buildings.~~

Chapter 1, Scope and administration, Section R103, Department of building safety, of the International Residential Code, is hereby deleted in its entirety.

Section R104.10.1 Flood hazard areas, is deleted in its entirety.

Sec. R105 Permits is hereby amended to include a new subsection, Sec. R501.1.1, Additional permits. Temporary storage units and receptacles for debris and rubbish require permits, unless associated with a building permit. Where located in an area of special flood hazard areas (ASFH) special flood hazard area (SFHA), a floodplain development permit will be required.

Section R105.2 Work exempt from permit, is hereby amended to provide as follows:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m²) - unless located in an ~~a~~Area of ~~s~~Special ~~f~~Flood ~~h~~Hazards- (ASFH) / special flood hazard area (SFHA) then a floodplain development permit will be required.
2. Fences both not over 42 inches (1067 mm) high and not over 25 lineal feet. Replacement fencing will be considered new work and must comply with the governing building, development and storm water damage and prevention codes, whether subject to permitting or not. ~~-- though any fencing in an ASFH / SFHA will require a floodplain development permit.~~
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge - ~~unless located in an Area of Special Flood Hazards though any retaining wall of any size, height, and whether or not supporting a surcharge in an ASFH / SFHA will require a floodplain development permit.~~
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1 - ~~unless located in an Area of Special Flood Hazards though any water tank of any capacity or size in an ASFH / SFHA will require a floodplain development permit.~~

5. Flatwork in a rear yard - unless located in an ASFH / SFHA, then a floodplain development permit will be required.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work - unless located in an ASFH / SFHA Area of Special Flood Hazards, then a floodplain development permit will be required.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep -- unless located in an Area of Special Flood Hazards though any pool of any capacity or depth in an ASFH / SFHA will require a floodplain development permit.
8. Swings and other playground equipment - unless located in the regulatory floodway, then a floodplain development permit will be required.
9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support – though, any awning addition of any size in an ASFH / SFHA will require a floodplain development permit.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above *grade* at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4 - unless located in an Area of Special Flood Hazards though any deck of any size or height in an ASFH / SFHA will require a Floodplain Development Permit.

Where located within an ASFH / SFHA, a floodplain development permit will also be required for all development, to include work involving the dwelling unit, the dwelling unit's lot, grading and outdoor storage (ex: temporary portable storage units; vehicles that aren't fully licensed and highway ready), temporary refuse containers, etc.

Section R105.2.2, Repairs, is hereby amended by adding thereto a modified opening sentence to read as follows:

Except in an ASFH / SFHA,

Section R106.2, Site Plan, is hereby amended by adding thereto new paragraphs (a), (b) and (c) to read as follows:

- (a) For all building sites or lots outside and ~~within the 100-year floodplain~~ an ASFH / SFHA according to the latest flood insurance rate map (FIRM) as established by the Federal Emergency Management Agency in the National Flood Insurance Program, an elevation certificate shall be prepared by a qualified surveyor, licensed by the State of Texas, certifying that the elevation of the first floor of the building or structure is at the required height with relation to the curb of the street and/or the base flood elevation. This certificate shall be required once the foundation is formed and ready for inspection- or, in the case of pier-and-beam construction, when floor decking is installed.
- (b) A survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site showing that the slab height or floor decking is at or above the Design Flood Elevation (DFE) and also show the distance from interior lot lines. This shall be required at the foundation form make-up or upon completion of ~~sub-flooring decking framing~~ for pier-and-beam construction.
- (c) An elevation certificate, topographical survey and civil "As-Builts" shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site or lot showing that all drainage requirements have been satisfied. This shall be required before a certificate of occupancy is issued.

Section 108.4, Violation penalties, is hereby deleted in its entirety.

Section R110.1, Exception No. 2, is hereby deleted.

Section R112, Board of Appeals, is hereby deleted in its entirety.

Chapter 3, Building Planning,

Table R301 is hereby amended to read:

TABLE R301.2(1)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD ^o	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph) ^k	Topographic effects ^c	Special wind region ^l	Wind-borne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c					
2.5	131	NO	NO	NO	A	Negligible	12"	Very Heavy	32	No	(See Footnote g)	25 (City of Sugarland)	68.9°
MANUAL J DESIGN CRITERIAⁿ													
Elevation			Latitude ^e	Winter heating	Summer cooling	Altitude correction factor			Indoor design temperature ^e	Design temperature cooling		Heating temperature difference	
105' (BIAH)			30°	34	89	0			70	75		-	
Cooling temperature difference			Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range			Winter humidity	Summer humidity			
M			15 mph	7.5 mph	75	20			40	50			

or SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(4). The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.
- b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(5)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The outdoor design dry-bulb temperature shall be selected from the columns of 97¹/₂-percent values for winter from Appendix D of the *International Plumbing Code*. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official. [Also see Figure R301.2(1).]
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. Effective Flood Insurance Rate Maps (FIRMs) and effective FIRM index dates and Flood Insurance study dates.

48201CIND0G	11/15/2019
48201C0635M	6/9/2014
48201C0630M	11/15/2019
48201C0445M	5/2/2019
48201C0440N	11/15/2019

Minimum Flood Protection Elevation Regulations			
<i>See also Section 14-333 of the Code of Ordinances</i>			
Special Flood Hazard Area	Design Flood Elevation (DFE) (Freeboard Above .2%)	Foundation Type	FF Proof
Floodway	+36 inches	Pier & Beam	EC (CD, BUC, FC)
Critical Facility <i>*Located outside of A-zones, to the extent possible</i>	+36 inches	Any, unless in A-zones	EC (CD, BUC, FC)
AE	+24 Inches	Pier & Beam	EC (CD, BUC, FC)
X-Shaded	At or above the 500 yr. floodplain elevation	Any	EC (CD, BUC, FC)
X-Unshaded	No additional above .2%	Any	EC (CD, BUC, FC)

Legend:

FF= Finished Floor Elevation

EC= Elevation

Certificate

Types of EC: Construction Drawings (CD); Building Under Construction (BUC); Finished Construction (FC). The final Finished Construction EC will also verify Highest Adjacent Grade (HAG), Lowest Adjacent Grade (LAG), lowest elevation of machinery and equipment, etc.

- h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(5)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2(6).

R309 Garages and Carports, Section R309.3 Flood Hazard Areas, is hereby amended to read as follows:

For buildings located in an area of special flood hazards (ASFH) / special flood hazard areas (SFHA) as established by the latest flood insurance rate map (FIRM) and Table R301.2(1), garage floors shall be:

1. Elevated to or above the design flood elevation as determined in Section R322; or
2. If the garage floor level is lower than the design flood elevation, the garage shall be used solely for parking, building access or storage and the floor shall be at or above grade on all sides and shall meet the requirements in Section R322, and are otherwise constructed in accordance with this code. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.

Section R309.5 "Fire Sprinklers." is deleted.

Section, R318.1, Subterranean termite control methods, is hereby amended by adding thereto a modified section to read as follows:

In areas subject to damage from termites as indicated by Table R301.2(1), for all structures of 600 square feet or greater, protection shall be by one, or a combination, of the following methods:

1. Chemical termiticide treatment in accordance with Section R318.2, except ~~with an Areas of Special Flood Hazards (ASFH) / SFHA.~~

R322 Flood-Resistant Construction, Section R322.1.4 Establishing the Design Flood Elevation, is hereby amended to read as follows:

~~See Table R301.2(1) The design flood elevation shall be 18 inches above the base flood elevation at the depth of peak elevation of flooding which has a 1 percent (100-year flood) or greater chance of being equaled or exceeded in any given year.~~

Section R322.1.10 As-Built Elevation Documentation, is hereby amended to read as follows:

A registered design professional shall prepare and seal a FEMA Elevation Certificate of the elevations specified in Section R322.2 or R322.3. The completed Elevation Certificate shall be provided to the Building Official and/or Floodplain Manager prior to issuance of a certificate of occupancy.

Section R322.1.6 Protection of Mechanical, Plumbing and Electrical systems, is hereby amended to read as follows:

Electrical systems, equipment and components; heating, ventilating, air-conditioning; plumbing appliances and plumbing fixtures; duct systems; and other service equipment shall be located at or above the elevation required in Section R322.2 or R322.3. If replaced as part of a substantial improvement, electrical systems, equipment and components; heating, ventilating, air-conditioning and plumbing appliances and plumbing fixtures; duct systems; and other service equipment shall meet the requirements of this section. Systems, fixtures, and equipment and components shall not be mounted on or penetrate through walls intended to break away under flood loads.

Exception: Locating electrical systems, equipment and components is permitted below the elevation required in Section R322.2 or R322.3 provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation in accordance with ASCE 24. Electrical wiring systems are permitted to be located below the required elevation provided that they conform to the provisions of the electrical part of this code for wet locations.

Section R322.1.7 Protection of water supply and sanitary sewage systems, is hereby amended to provide for an additional last sentence:

A dwelling unit's sanitary drains, such as where the flood level rim of the plumbing fixture is below the DFE, may be placed below the DFE where the building's sanitary sewer is protected with a backflow device.

Section R322.2.1 Elevation Requirements, is hereby amended to read as follows:

1. Buildings and structures shall have the lowest floors elevated to or above the design flood elevation.
2. In areas of shallow flooding (AO and AH Zones), buildings and structures shall have the lowest floor (including basement) elevated to or above the DFE at least 18 inches above the highest adjacent grade as a depth number specified in feet on the FIRM. or at least 2 feet if a depth number is not specified.

Chapter 5, Floors, R506.2.1 Concrete Floors, is hereby amended to read as follows:

4. Fill material, when utilized in full compliance with other provisions of the code, shall be free of vegetation and foreign material. All fill shall be compacted to assure uniform support of the slab.

Chapter 33, Storm Drainage, P3302.1 Area Drainage, is hereby amended to read as follows:

1. Storm water flows shall be contained within the property and discharged to a public right-of-way. Acceptable methods to contain flows include use of adequately sized swales, curbs, area inlets, or methods that will contain flows on the development parcel and prevent spill over onto adjacent private property. Fence lines shall be designed to avoid impeding storm water flows within the side lot swales. All swales must be contained within the development parcel unless a recorded easement is provided.

2. Storm water flows up to the city's design storm shall not go onto an adjacent private property without a drainage easement recorded at the Harris County Clerk's office. No private agreements between property owners will be allowed unless recorded at the county clerk's office and approved by the city.
3. The use of *French* drains are not permissible as a drainage element to contain and convey flows to public rights-of-way.
4. Area drains shall have a minimum grate size of 12 inches by 12 inches and be designed to accommodate the full design storm. Cleanouts shall be provided at all junctions and at every bend.
5. For single family residential developments, roof drains may be tied into a storm sewer system. All tie in points shall be identified on the construction plans. A minimum pipe diameter of four inches shall be allowed for one roof drain. A minimum pipe diameter of six inches shall be allowed for up to four roof drains. For all other land uses, roof drains shall be properly sized by a registered engineer or architect. The minimum pipe sizes listed for single family developments shall also be used.

Section P3303 Sumps and Pumping Systems. The sump pump, pit and discharge piping shall conform to Sections P3303.1.1 through P3303.1.4.

P3303.1.1 Pump Capacity and Head. The sump pump shall be of a capacity and head appropriate to anticipated use requirements.

P3303.1.2 Sump Pit. The sump pit shall be not less than 18 inches (457 mm) in diameter and 24 inches (610 mm) deep, unless otherwise *approved*. The pit shall be accessible and located so that all drainage flows into the pit by gravity. The sump pit shall be constructed of tile, steel, plastic, cast-iron, concrete or other *approved* material, with a removable cover adequate to support anticipated loads in the area of use. The pit floor shall be solid and provide permanent support for the pump.

P3303.1.3 Electrical. Electrical outlets shall meet the requirements of Chapters 34 through 43.

P3304 Materials. Piping and fittings shall meet the requirements of Sections P3002.1, P3002.2, P3002.3 and P3003. Discharge piping shall include an accessible full flow check valve. Pipe and fittings shall be the same size as, or larger than, pump discharge tapping.

The International Residential Code adopted by section 14-358 is hereby amended as set forth in this section:

Appendix J, Existing Buildings and Structures, Section AJ102.5 Flood hazard areas is hereby amended by adding new paragraphs (a), (b), (c), (d) and (e) to read as follows:

Work performed in existing buildings located in a flood hazard area as established by Table R301.2(1) shall be subject to the provisions of Section R105.3.1.1, and

- (a) If, within any 12-month period, alterations, additions, renovations, repairs or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this Code for new buildings in regards to the dDesign fFlood eElevation (DFE).
- (b) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this Code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.
- (c) [Reserved.]
- (d) For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll or the value of the building from an appraisal by an independent professional appraiser. Alternatively, upon filing for an appeal to the floodplain manager, a

professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.

- (e) The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this code for new buildings and, where warranted, with the applicable permits.

(Ord. No. 2011-14, § 5(Exh. E), 3-21-11; Ord. No. 2013-21, § 2(Exh. A), 6-17-13; Ord. No. 2013-32, § 2(Exh. B), 10-21-13; Ord. No. 2014-24, § 2(Exh. A), 6-16-14; Ord. No. 2017-52, § 2(Exh. A), 11-20-17; Ord. No. 2017-53, § 2(Exh. A), 12-18-17; Ord. No. 2019-04, § 6, 2-18-19)

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** F5

AGENDA SUBJECT: Consider Ordinance No. 2020-31, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 2 “Standards,” Section 14-353, “Local amendments to the International Building Code;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

Department/Prepared By: Christian Somers, Building Official

Date Submitted: December 15, 2020

EXHIBITS: [Ordinance No. 2020-31](#)
[Exhibit A](#) – Amendments to Sec. 14-353

BACKGROUND INFORMATION:

The Building Board of Adjustment and Appeals has previously met on December 14, 2020 to discuss amendments to Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 2 “Standards,” Section 14-353, “Local amendments to the International Building Code.

After duly considering all the information before it, the Building Board of Adjustment and Appeals recommended in its report to Council on December 21, 2020 that:

The City of Jersey Village Code of Ordinances be amended at Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 2 “Standards,” Section 14-353, “Local amendments to the International Building Code.”

This item is to consider adopting the changes to the Code of Ordinances recommended by the Building Board of Adjustment and Appeals. The Ordinance attached to this item outlines the recommended changes.

RECOMMENDED CITY COUNCIL ACTION:

MOTION: To approve Ordinance No. 2020-31, amending the Code of Ordinances of the City of Jersey Village, by amending, Chapter 14, “Building and Development,” Article XIII, “Building Code,” Division 2 “Standards,” Section 14-353, “Local amendments to the International Building Code;” providing a severability clause; providing for repeal; providing for penalty; and providing an effective date.

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, BY AMENDING, CHAPTER 14, "BUILDING AND DEVELOPMENT;" ARTICLE XIII, "BUILDING CODE;" DIVISION 2 "STANDARDS;" SECTION 14-353, "LOCAL AMENDMENTS TO THE INTERNATIONAL BUILDING CODE;" PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING FOR PENALTY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Building Board of Adjustment and Appeals is charged with the responsibility for making recommendations to the City Council on any code changes brought before them dealing with the Building Code; and

WHEREAS, the Building Board of Adjustment and Appeals met on December 14, 2020 to discuss various changes affecting the Building Code at Section 14-353; and

WHEREAS, the Building Board of Adjustment and Appeals has presented its Written Recommendations to City Council concerning recommended changes to Section 14-353; and

WHEREAS, the City Council of the City of Jersey Village desires to amend the Code of Ordinances of the City of Jersey Village, by amending Chapter 14, "Building and Development," Article XIII, "Building Code," Division 2 "Standards," Section 14-353, "Local amendments to the International Building Code" in order to implement the changes recommended by the Building Board of Adjustment and Appeals; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, THAT:

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

Section 2: Chapter 14, "Building and Development," Article XIII, "Building Code," Division 2 "Standards," Section 14-353, "Local amendments to the International Building Code" of the Code of Ordinances of the City of Jersey Village, is hereby amended by adding the language underlined and deleting the language struck through as outlined in Exhibit A which is attached hereto and made a part hereof.

Section 3. Severability. 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 Jersey Village, 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, or whether there be one or more parts.

Section 4. **Repeal.** All other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

Section 5. **Penalty.** Any person who shall violate any provision of this Ordinance shall be guilty of a misdemeanor and subject to a fine as provided in Section 1-8.

Section 6. **Effective Date.** This ordinance shall be in full force and effect from and after its passage.

PASSED, APPROVED, AND ADOPTED this 21st day of December 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



ARTICLE XIII. - BUILDING CODE

DIVISION 2. - STANDARDS

Sec. 14-353. - Local amendments to the International Building Code.

The International Building Code adopted by section 14-351 is hereby amended as set forth in this section:

~~Chapter 34, Reserved, is hereby amended to read as follows:~~

~~Chapter 34, Existing Structures, is hereby amended to read as follows:~~

- ~~(a) If, within any 12-month period, alterations, additions, renovations, repairs, or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this code for new buildings in regards to the Design Flood Elevation.~~
- ~~(b) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.~~
- ~~(c) [Reserved.]~~
- ~~(d) For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.~~
- ~~(e) If the occupancy of any existing building is entirely changed the building shall be made to conform to the requirements of this code for the new occupancy. If the occupancy of only a portion of an existing building is changed and that portion is separated from the remainder as stipulated in Chapter 3, then only such portion need be made to conform.~~
- ~~(f) The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this Code for new buildings. Section 103.5, Unsafe Buildings or Systems, is hereby deleted in its entirety.~~

~~Chapter 1, Scope and administration, Section 103, Department of building safety, is hereby deleted in its entirety.~~

~~Section 105.2 Work exempt from permit is hereby amended by adding thereto modified paragraphs to read as follows:~~

~~Building:"...~~

- ~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m²) - unless located within an Area of Special Flood Hazards.~~
- ~~2. Fences both not over 42 inches (1067 mm) high and not over 25 lineal feet. Replacement fencing will be considered new work and must comply with the governing building, development and storm water damage and prevention codes, whether subject to permitting or not.~~
- ~~3. Oil derricks - unless located within an Area of Special Flood Hazards.~~

4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids - unless located within an Area of Special Flood Hazards.
5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1 - unless located within an Area of Special Flood Hazards.
6. Flatwork in a rear yard that is not part of an accessible route in 1 & 2 Family structures..."
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work - unless located within an Area of Special Flood Hazards.
8. Temporary motion picture, television and theater stage sets and scenery - unless located within an Area of Special Flood Hazards.
9. Prefabricated *swimming pools* that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground - unless located within an Area of Special Flood Hazards.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems - unless located in the regulatory floodway.
11. Swings and other playground equipment - unless located in the regulatory floodway.
12. Window awnings in Group U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support.

Section 105.2.3 Repairs. Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof - to include suspended acoustical ceiling modifications - the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

Section 107.2.6 Site Plan is hereby amended by adding thereto new paragraphs to read as follows:

- (a) For all building sites or lots outside and within the 100-year floodplain according to the latest flood insurance rate map as established by the Federal Emergency Management Agency in the National Flood Insurance Program, an elevation certificate shall be prepared by a qualified surveyor, licensed by the State of Texas, certifying that the elevation of the first floor of the building or structure is at the required height with relation to the curb of the street and/or the base flood elevation. This certificate shall be required once the foundation is formed and ready for inspection.
- (b) A survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site showing that the slab height is at or above the DFE and the distance from interior lot lines. This shall be required at the foundation form make-up or upon completion of sub-flooring framing for pier-and-beam construction.
- (c) An elevation survey shall be prepared by a qualified surveyor, licensed by the State of Texas, for each building site or lot showing that all drainage requirements have been satisfied. This shall be required before a certificate of occupancy is issued.

Section 113, Board of Appeals, is hereby deleted in its entirety.

Section 114.4, Violation penalties, is hereby deleted in its entirety.

Chapter 7, Fire-Resistance-Rated Construction, is hereby amended by adding Section 723, Townhouse Fire Separation, to provide as follows:

Each townhouse shall be considered a separate building and shall be separated from adjoining townhouses by the use of separate exterior walls meeting the requirements for zero clearance from property lines as required by the type of construction and fire protection requirements, or by a party wall; or when not more than three stories in height, may be separated by a single wall meeting the following requirements:

- (1) A firewall shall be constructed of noncombustible materials between each townhouse with a party wall, such as solid masonry, hollow masonry or reinforced concrete or equal where approved by the building official, having no openings and having a fire-resistive rating of not less than four hours, and having sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall. Firewalls may be loadbearing or nonloadbearing; however, recesses may be cut into firewalls so long as the four-hour fire-resistive rating is not reduced. Plumbing, piping, ducts, electrical or other building services shall not be installed within or through the four-hour wall.
- (2) Firewalls shall start at the foundation and extend continuously through all stories to and above the roof for a distance of not less than 18 inches, except where the roof assembly is of fire-resistive construction having not less than a two-hour fire-resistive rating and the wall is carried up tightly and continuously against the underside of the roof deck.
- (3) For townhouses to be built in a straight-line configuration, that is the units are not staggered either along front or rear walls or rooflines, then in such event the firewalls shall be extended 18 inches beyond the front and rear exterior walls of the common units they protect, and 24 inches above the common roof they protect. For townhouses to be built in a staggered configuration, either front or rear, the firewall shall extend at least 18 inches beyond the adjoining exterior wall. For townhouses which are to be built with staggered rooflines, the firewall shall extend beyond the roofline of the highest of two adjacent roofs unless the elevation of the adjoining rooflines are less than 24 inches apart in which event the firewall shall extend at least 18 inches above the highest of the two adjoining roofs. The extended portion of any firewall required herein shall comply with the requirements of a firewall as set forth in subsection (1) of section 705. In no event shall the extended portion of any firewall required by this subsection which would otherwise be exposed be covered or have attached thereto combustible materials.
- (4) Roof construction of all townhouses and patio homes shall be of metal, slate, tile or fire-retardant fiberglass 225-pound composition shingles or approved equal.

Section 903 Automatic Sprinkler Systems.

903.1.1 of the International Building Code is hereby amended to provide as follows:

Section 903.1.1.1 Exempt Locations. Automatic sprinklers may not be required with the approval of the fire code official in certain rooms or areas located within a structure

903.2. Where required. Approved automatic sprinkler systems shall be installed throughout all levels to which access is granted of all new Group A, B, E, F, H, I, M, R, S and U occupancies when the building square footage is 3000 square feet or more. In accordance with section 903, and the fire department interpretation and as set in this section, fire walls shall not be added with the intent of separating or dividing a structure for purposes of not installing a fire sprinkler system.

Exceptions: Automatic fire sprinklers are not required in the following open structures: Pavilions, open gazebos, detached canopies or open parking garages as defined by the Building Code. Except for parking garages, open structures shall have a minimum of seventy (70) percent clear opening on all sides.

903.2.1 Group A. An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all Group F occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.5 Group H. Automatic sprinkler systems shall be provided throughout all high-hazard occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.6 Group I. An automatic sprinkler system shall be provided throughout all Group I occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout all Group M occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.8 Group R. An automatic sprinkler system shall be provided throughout all Group R occupancies in accordance with NFPA 13, 13-R or 13-D installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all Group S-1 occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout all Group S-2 occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.2.13 Group B. Is added to the International Building Code: An automatic sprinkler system shall be installed throughout all Group B occupancies in accordance with NFPA 13 installation of sprinkler systems and section 903.2 of the fire department interpretation.

903.3 Installation requirements. Automatic sprinkler systems shall be designed and installed in accordance with NFPA 13, 13-R, 13-D installation of sprinkler systems as modified by the fire department interpretation and applications manual.

903.3.6 Hose threads. Fire hose threads and fittings used in connection with automatic sprinkler systems shall be national standard thread (NST). Fire Department Connection shall be a 5 inch Storz connection.

903.3.7 Fire department connections. The fire department connections shall be located in accordance with section 912 or as approved by the fire code official.

Section 903.4 of the International Building Code is hereby amended to provide as follows:

Section 903.4, Sprinkler System supervision and alarms. All valves controlling the water supply for automatic sprinkler systems shall be electrically supervised. Valves located in a secure location, under the supervision of the property owner, may be supervised in accordance with NFPA 13.

Exceptions: Automatic sprinkler systems protecting one and two-family dwellings. Limited area systems serving fewer than 20 sprinklers. Automatic sprinkler systems installed in accordance with 13R where a common supply main is used to supply both domestic and automatic sprinkler systems and a separate shutoff valve for the automatic sprinkler system is not provided. Jockey pump control valves that are sealed or locked in the open position. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Section 903.4.2 of the International Building Code is hereby amended to provide as follows:

Section 903.4.2 Alarms. Approved audible devices shall be connected to every automatic sprinkler system. Such sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on

the exterior of the building, in an approved location. When water flow supervisions is provided, alarm devices shall be located within the interior of the building to provide an internal evacuation signal throughout the building. Groups R-1, R-2 and Condominiums shall be provided with an alarm signal device in each unit to provide an internal evacuation signal. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 905.3 of the International Building Code is hereby amended to provide as follows:

Section 905.3. Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.6 and in the locations indicated in Sections 905.4, 905.5, 905.6 and in open or closed automobile parking garages, as defined by the Building Code. Standpipe systems are allowed to be combined with automatic sprinkler systems.

Exception: Standpipe systems are not required in Group R-3 occupancies.

Section 907.2 of the International Building Code is hereby amended to provide as follows:

907.2 Where Required—New buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures.

Chapter 9 is hereby amended by adding Section 908.3 as follows:

Section 908.3. In dwellings and dwelling units, smoke detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to each group of rooms used for sleeping purposes and in each sleeping room, and, in dwellings or dwelling units containing more than one story, on each story including basements, but not including uninhabitable attics, in close proximity to the stairway leading to the floor above. Required smoke detectors shall be wired to the structure's electrical system and shall have battery backup. Required smoke detectors shall be connected so that when one alarm sounds all alarms sound.

Section 912.1 of the International Building Code is hereby amended to provide as follows:

Section 912.1, Installation. New Fire department connections shall be installed in accordance with NFPA standard applicable to the system design. The connection shall be a 5 inch Storz connection and shall comply with sections 912.2 through 912.6

Section 1612.3, Establishment of flood hazard areas, is hereby amended to read as follows:

48201CIND0G	11/15/2019
48201C0635M	6/9/2014
48201C0630M	11/15/2019
48201C0445M	5/2/2019
48201C0440N	11/15/2019

Minimum Flood Protection Elevation Regulations			
<i>See also Section 14-333 of the Code of Ordinances</i>			
Special Flood Hazard Area	Design Flood Elevation (DFE) (Freeboard Above .2%)	Foundation Type	FF Proof

Floodway	+36 inches	Pier & Beam	EC (CD, BUC, FC)
Critical Facility	+36 inches	Any, unless in A-zones	EC (CD, BUC, FC)
<i>*Located outside of A-zones, to the extent possible</i>			
AE	+24 Inches	Pier & Beam	EC (CD, BUC, FC)
X-Shaded	At or above the 500 yr. floodplain elevation	Any	EC (CD, BUC, FC)
X-Unshaded	No additional above .2%	Any	EC (CD, BUC, FC)
Legend:			
FF= Finished Floor Elevation			
EC= Elevation Certificate			
Types of EC: Construction Drawings (CD); Building Under Construction (BUC); Finished Construction (FC). The final Finished Construction EC will also verify Highest Adjacent Grade (HAG), Lowest Adjacent Grade (LAG), lowest elevation of machinery and equipment, etc.			

See minimum flood elevation protection graphics at Section 14-334 of the Code of Ordinances.

Chapter 23, to the extent of conflict with the following provisions, is hereby deleted.

- (1) All walls where plumbing drain, waste and vent lines are located shall be two-inch by six-inch sized lumber minimum.
- (2) All framing shall be no more than 16 inches on center including rafters, joists and vertical framing.
- (3) All lumber, including rafters, joists and vertical framing, shall be number 2 grade minimum. Utility grade lumber is not allowed.

Chapter 34, Reserved, is hereby amended to read as follows:

Chapter 34, Existing Structures, is hereby amended to read as follows:

- (a) If, within any 12-month period, alterations, additions, renovations, repairs, or any combination thereof, costing in excess of 50 percent of the then physical value of the building are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this code for new buildings in regards to the Design Flood Elevation (DFE).
- (b) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this code for new buildings, except in regards to slab height, where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.

(c) [Reserved.]

(d) For the purpose of this section physical value of the building shall be its appraised value as shown on the city's latest tax roll or the value of the building from an appraisal by an independent professional appraiser. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.

(e) If the occupancy of any existing building is entirely changed the building shall be made to conform to the requirements of this code for the new occupancy. If the occupancy of only a portion of an existing building is changed and that portion is separated from the remainder as stipulated in Chapter 3, then only such portion need be made to conform.

(f) The following are authorized: Repair and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this code or in such manner as will not extend or increase the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of this Code for new buildings and, where warranted, with the applicable permits.

Appendix G, Section G101.3, Scope, is hereby amended to provide as follows:

The provisions of this appendix shall apply to all proposed development in a *flood hazard area* established in Section 1612 of this code, including certain building work exempt from permit under Section 105.2. Where in conflict with either/or Part II, Chapter 14, Article I, Section 14-5 and Part II, Chapter 14, Article IX of the Code of Ordinances, the provisions of the most stringent shall apply.

Appendix G, Section G104, Violations, shall read as follows:

Any violation of a provision of this appendix, or failure to comply with a permit, or variance, or any requirement of this appendix, shall be handled in accordance with the Code of Ordinances of the City of Jersey Village.

Appendix G, Section G105, Variances, is deleted in its entirety.

(Ord. No. 96-02, art. I, § 4-54, 2-19-96; Ord. No. 00-12, § 2, 5-15-00; Ord. No. 01-23, § 1, 7-16-01; Ord. No. 03-14, § 1, 3-17-03; Ord. No. 2011-14, § 5(Exh. E), 3-21-11; Ord. No. 2013-32, § 1(Exh. A), 10-21-13; Ord. No. 2014-23, § 2(Exh. A), 6-16-14; Ord. No. 2017-51, § 2, 11-20-17; Ord. No. 2019-04, § 3, 2-18-19)

CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST

AGENDA DATE: December 21, 2020 **AGENDA ITEM:** F6

AGENDA SUBJECT: Consider Resolution No. 2020-66, authorizing the City Manager to enter into a contract with Tyler Technologies – New World Public Safety for the purchase and implementation of a software system for use by the Police and Fire Departments.

Dept./Prepared By: Kirk Riggs, Police Chief and Mark Bitz, Fire Chief

Date Submitted: December 15, 2020

EXHIBITS: [Resolution No. 2020-66](#)
[Exhibit A](#) – Tyler Technologies License and Services Agreement

BUDGETARY IMPACT:	Required Expenditure:	\$ 627,803.00
	Amount Budgeted:	\$ 0
	Appropriation Required:	\$ 627,803.00

BACKGROUND INFORMATION:

For over 20 years, the Jersey Village Police and Fire Department have been utilizing CRIMES as our Public Safety software. The main reason for selecting CRIMES was for the low annual cost and it met the departments’ needs at the time. However, this software was developed by Sam Houston State University specifically for law enforcement, and does not meet the essential needs of our Fire Department.

Police and Fire Department staff conducted research, and have consulted with a few agencies across the State who use Tyler Technologies/New World Public Safety and we believe this would be the best software system for our agencies moving forward. In October, Tyler demonstrated their CAD, Police/Fire RMS, Mobile and other modules to police and fire personnel.

Tyler/New World Public Safety will provide us with a turnkey management system that will include, implementation, training, professional services, cloud hosting, maintenance and support. We are recommending replacing CRIMES with Tyler Technologies, who are located in Plano Texas.

We recommend funding the replacement of our current Public Safety software with our Radio Maintenance Program that has a current balance of \$625,631. The City currently uses INCODE, which is a Tyler product and will integrate with New World Public Safety. We would use the BuyBoard purchasing cooperative program contract #579-19 to make this purchase. As a member and participant in the BuyBoard purchasing cooperative, the City has met all formal bidding requirements pertaining to the purchase of this new software.

For Council consideration the purchase, installation and system support of Computer Aided Dispatch (CAD), Police Records Management System (RMS), and Fire Records Management System (FRMS) software from Tyler Technologies for Jersey Village Police and Fire Departments total One-time cost of \$627,803. Annual maintenance and turnkey system support after 18 months totals \$128,861.

Investment Summary:

- Tyler Software - \$200,589
- Services - \$323,124
- Third-Party Products - \$47,770

- Travel - \$56,320
- Annual Recurring Fees - \$81,798
- Tyler Software maintenance - \$47,063

RECOMMENDED ACTION:

MOTION: Approve Resolution No. 2020-66, authorizing the City Manager to enter into a contract with Tyler Technologies – New World Public Safety for the purchase and implementation of a software system for use by the Police and Fire Departments.

RESOLUTION NO. 2020-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TYLER TECHNOLOGIES – NEW WORLD PUBLIC SAFETY FOR THE PURCHASE AND IMPLEMENTATION OF A SOFTWARE SYSTEM FOR USE BY THE POLICE AND FIRE DEPARTMENTS.

WHEREAS, the Jersey Village Police and Fire Departments have recognized a need for a new software system to facilitate the public safety needs of the City; and

WHEREAS, the purchase and implementation of Tyler Technologies – New World Public Safety will provide this essential service; and

WHEREAS, the Fire Department will provide funding for the purchase of this software through the Radio Maintenance account; and

WHEREAS, the City has received a contract from Tyler Technologies – New World Public Safety for the purchase and implementation of a software system for use by the Police and Fire Departments; and

WHEREAS, the City has determined that the contract from Tyler Technologies – New World Public Safety should be accepted;

NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS:

Section 1. That the City Manager is authorized to execute, on behalf of the City of Jersey Village, a contract, in substantially the form as attached Exhibit A, with Tyler Technologies – New World Public Safety for the purchase and implementation of a software system for use by the Police and Fire Departments.

PASSED AND APPROVED this 21st day of **December 2020**.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary





LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Jersey Village, TX
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current New World Public Safety Support Call Process is attached as Schedule 1 to Exhibit C. A Copy of our current Brazos Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party



Software, as applicable and attached as Exhibit D.

- “**Third Party Hardware**” means the third party hardware, if any, identified in the Investment Summary.
- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party Software**” means the third party software, if any, identified in the Investment Summary.
- “**Third Party Services**” means the third party services, if any, identified in the Investment Summary.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- “**Tyler Software**” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by



completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.



7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.



3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or



we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.



- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**



6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S.



Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit I ("Socrata Agreement") with respect to the Socrata Law Enforcement Explorer software as more particularly described in Exhibit A attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
23. Contract Documents. This Agreement includes the following exhibits:



- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
 - Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
 - Schedule 1: New World Public Safety Support Call Process
 - Schedule 2: Brazos Support Call Process
- Exhibit D Third Party End User License Agreement(s)
- Exhibit E Statement of Work
 - Schedule 1: Implementation and Training Support Services
 - Schedule 2: Data File Conversion Assistance
- Exhibit F Additional Terms for New World Public Safety and Brazos Hosted Components
 - Schedule 1: Service Level Agreement for Hosted Components
- Exhibit G Agreement For Hosted Managed Services (“HMS”)
- Exhibit H MobileEyes Terms and Conditions
 - Schedule 1: Service Level Agreement for MobileEyes
 - Schedule 2: Third Party Terms for MobileEyes
- Exhibit I Socrata Terms and Conditions

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Jersey Village, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Jersey Village
16501 Jersey Dr
Jersey Village, TX 77040
Attention: Police Department





Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



^Insert Investment Summary here





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees will be invoiced eighty percent (80%) on the Effective Date and twenty percent (20%) eighteen (18) months from the Effective Date.

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Maintenance and support fees are waived eighteen (18) months from the Effective Date. Year 2 maintenance and support fees, at the rate listed in the Investment Summary, are payable eighteen (18) months from the Effective Date. Subsequent maintenance and support fees, ~~at our then-current rates,~~ are invoiced annually in advance of each anniversary thereof. Maintenance and support fees in Years 3, 4 and 5 will not increase more than three percent (3%) over the prior year. Beginning in Year 6, maintenance and support fees will be at our then-current rates.

1.3 *Subscription Fees:* Your initial 3-year subscription fees for RedHat, as identified in Exhibit A, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Conversions:* Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.3 *Requested Custom Software Interfaces:* Requested custom software interfaces are invoiced 100% upon initial delivery of the interface.

2.4 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following initiation of project planning.

3. Other Services and Fees.

3.1 *New World Public Safety Mobility and Brazos Hosting Fees*: Hosting fees for the New World Public Safety Mobility and Brazos software are invoiced annually in advance at the rates set forth in the Investment Summary beginning on the first date we make the applicable environment available to you. Subsequent annual fees will be at our then-current rates.

3.2 *Tyler Cloud Hosting Fee*: Tyler Cloud Hosting Fees for the Tyler Software in the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Tyler Cloud Hosting Fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.3 *Hosted Managed Services Annual Fees (Tyler Server Management)*. Hosted Managed Services (Tyler Server Management) annual fees are waived eighteen (18) months from the Effective Date. Hosted Managed Services annual fees, at the rate set forth in the Investment Summary, are payable in advance eighteen (18) months from the Effective Date. Subsequent Hosted Managed Services fees are due annually in advance on the anniversary of that date at our then-current rates.

3.4 *MobileEyes SaaS Fees*. Annual MobileEyes SaaS Fees for the initial annual term of the Socrata Agreement as set forth in Section C(1) of Exhibit H, at the rate set forth in the Investment Summary will be invoiced on the first date we make the applicable environment available to you and again every twelve months thereafter at our then-current prices.

3.5 *Socrata SaaS Fees*. Annual Socrata SaaS Fees for the initial annual term of the Socrata Agreement as set forth in Section D(1) of Exhibit I, at the rate set forth in the Investment Summary will be invoiced on the first date we make the applicable environment available to you and again every twelve months thereafter at our then-current prices.

3.6 *Other Annual Fees*. Unless otherwise noted, annual or SaaS fees are payable in advance on the Effective Date. Subsequent annual or SaaS fees are due annually in advance on the anniversary of that date at our then current rates.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make

that Third Party Software available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim

dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. The initial term commences on the Effective Date, and remains in effect for eighteen (18) months. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your year 2 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs ~~and server(s)~~. You agree to provide us with a login account and local administrative privileges for Client workstations as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. ~~We strongly recommend that you also maintain a VPN for backup connectivity purposes.~~
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
~~(b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and~~
~~(c)(b) _____ You will perform daily database backups and verify that those backups are successful.~~
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as “Defect” is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D
Third Party End User License Agreement

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**END USER LICENSE AGREEMENT
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS**



PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("EULA") governs the use of any of the versions of Red Hat Enterprise Linux, certain other Red Hat software applications that include or refer to this license, and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

- 1. License Grant.** Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits you to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 2 below. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.
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- 3. Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrants that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.
- 4. Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.
- 5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. **Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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Exhibit E Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.



Exhibit E
Schedule 1
Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI

file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your ~~server(s)~~[Amazon Web Services hosted environment](#).

- a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of our Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server Standard and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Install and update Red Hat Linux Operating System
 - Build system user-ids and applicable authorizations
 - Migrate all Message Switch data from the old server to the new server (if applicable)
 - Verify all scripts are adjusted for new machine
 - Migrate all source code from old machine to the new machine
 - Compile New World Message Switch programs
 - Assure Message Switch operation in the live environment
 - Adjust any tables as needed during the assurance phase



Exhibit E
Schedule 2
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to ~~three-six~~ (36) test iterations of converted data. One test iteration consists of:

- a. Running a conversion test in your test environment,
 - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - c. We correct or otherwise respond to issues discovered and reported by you,
 - d. We will conduct internal testing to verify corrections, and
 - e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. Provide a current copy of the databases to be converted in one of the following formats:
 - a. Microsoft SQL Server database
 - b. Microsoft Access database
 - c. Microsoft Excel spreadsheet
 - d. An ASCII format delimited text file, including embedded column headers and text delimiters.
2. You will respond to each test iteration in writing, on a form provided by us, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to ~~three-six (36)~~ test iterations are provided as part of the Data Conversion Process. After the ~~third-sixth (3rd6th)~~ test iteration, you shall pay our then-current flat fee for each additional test iteration. Our current flat fee for each additional test iteration as of the Effective Date is three thousand dollars (\$3,000). You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. If available, provide a data dictionary (data descriptors) of the databases being converted.
4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source will be converted for each of the files described in the Investment Summary, unless otherwise noted.



Exhibit G

Additional Terms for New World Public Safety and Brazos Hosted Components

We will provide you with the New World Public Safety and Brazos hosted components of Tyler Software indicated in the Investment Summary of this Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Hosted Components"** means the New World Public Safety and Brazos hosted components of Tyler Software identified in the Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Hosted Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this Exhibit-F.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services. A copy of Tyler's current SLA is attached hereto as Schedule 1.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for the Hosted Components.

- 2.1. We will either host or engage Third Party Services in order to host the Hosted Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit-F, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Hosted Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit G
Schedule 1
Service Level Agreement for Hosted Components

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar

quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle’s end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit G
Agreement For Hosted Managed Services (“HMS”)

Invoice to: Jersey Village, TX

Contact:

Address: 16501 Jersey Dr, Jersey Village TX 77040-1905

Telephone:

Client agrees to purchase, and Tyler agrees to provide, the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Hosted Managed Services Agreement (herein “HMS Agreement”) is effective as of the Effective Date between Tyler and Client and shall remain in force for eighteen (18) months. Upon expiration of that initial term, the HMS Agreement will automatically renew for additional one year terms, at Tyler’s then-current rates, unless terminated by Client at least thirty (30) days’ in advance of the upcoming renewal date.

The headings used in the HMS Agreement are for reference purposes only and shall not be deemed a part of this HMS Agreement.

II. Scope of the Agreement:

Both parties acknowledge that this HMS Agreement covers only the services described below, for the internal business operations of Jersey Village, TX.

III. Payment:

1. Fees for the initial eighteen (18) month term are waived. Thereafter, payments for any renewal period will be due annually in advance.
2. Any Hosted Managed Services and/or related materials performed or supplied by Tyler for Client that are not in-scope, as defined herein, will be invoiced to Client on a time and materials basis at Tyler’s then-current rates in accordance with the Agreement.

IV. Scope of Services:

Tyler will perform system administrative tasks on the AWS environment to include the following items:

- a) Infrastructure Monitoring
- b) System Software Monitoring
- c) Database Administration

- d) Data Backup
- e) Service Packs and Tyler Application Updates

Tyler will also provide the following services for the benefit of Client:

- a. Hosted Managed Services Service is available during Tyler's then-current business hours.
- b. HMS services are restricted to the Amazon Web Services infrastructure and environment only.
- c. Administration services are restricted to two Tyler environments: one live environment, and one test environment.
 - (1) In cases where additional environments exist, each additional environment will be subject to additional fees, which Tyler will quote to Client at Tyler's then-current rates.
- d. Tyler does not support, and this HMS Agreement does not include support services for, any third-party product. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third party product, but it is Client's responsibility to pursue support on third party products directly from that vendor or its authorized partners.

V. Client Responsibilities:

- a. Client shall install and maintain for the duration of this HMS Agreement a stable high-speed network connection available to connect to the AWS environment, and for remote connections. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.
- b. Client is responsible for all on-premise hardware, networking, peripheral devices, and all other third-party hardware/software.
- c. Client is responsible for installation and maintenance of on-premise Tyler client workstation software.



Exhibit H MobileEyes Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- ~~“Data Storage Capacity” means the contracted amount of storage capacity for your Data identified in the Investment Summary.~~
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“MobileEyes Agreement”** means this MobileEyes Software as a Service Terms and Conditions.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in the Agreement.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users ~~and amount of Data Storage Capacity~~. You may add additional users or additional data storage capacity on the terms set forth in the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services. Upon the termination of this Agreement, and upon written request from the Client, Tyler shall provide a database file including all Client data to Client. Client is responsible for providing the proper contact for receiving this information. If Client requires regular database copies, Client shall maintain the ability at any time using their administrative access credentials to export their data from the application as a .CSV file into Excel or Access.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in the Agreement, and our then current SLA.
6. SaaS Services.
- 6.1 Our SaaS Services are hosted by Secure-24, our MobileEyes data center and hosting provider, and have been audited in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Secure-24 has attained, SOC 1 compliance.
- 6.2 You will be hosted on shared hardware on a database dedicated to you, which is inaccessible to our other customers.
- 6.3 Secure-24 has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster,

within which your access to the Tyler Software must be restored.

- 6.5 You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 Secure-24 will periodically test our disaster recovery plan. Our standard test is not client-specific.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Secure-24 data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – TERM AND TERMINATION

- 1. Term. The initial term of this MobileEyes Agreement is one (1) year beginning on the first date we make the applicable environment available to you. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- 2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 2.1. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we

may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in the Agreement. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in the Agreement.
- 2.3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5. Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - 2.5.1. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - 2.5.2. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - 2.5.3. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.



Exhibit H
Schedule 1
Service Level Agreement for MobileEyes

This Agreement exists for the purpose of creating an understanding between Tyler Technologies, Inc. (hereafter Tyler) and CLIENT regarding the hosting and support of the Tyler Software. The Licensed Tyler Software Service Level Agreement guarantees Client's web application's availability, reliability and performance as indicated herein. This Service Level Agreement (SLA) applies to the Tyler Software hosted pursuant to this Agreement.

1. Hosting Services

Tyler's hosting partner is Secure-24. Secure-24 is a provider of managed IT operations, hosting and cloud services, providing highly available environments and expert management and support of critical applications. Information regarding Secure-24 data center is available here: <https://www.secure-24.com/company/data-centers/>.

Tyler's server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
- Redundant Power Supplies
- Off-Site Backup Servers
- Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Data Integrity

Tyler's applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily scheduled database and application backups.
- Offsite data storage ensures physical safety and availability of backup data.

2. Application and Hosting Support

Tyler provides ongoing Help Desk support as part of the annual software license for their applications, including infrastructure. This includes continued attention to Tyler Software performance and general maintenance needed to ensure application availability. Support includes application support as well as technical diagnosis and fixes of technology issues involving the host environment.

The Tyler Help Desk is available with the exception of Tyler holidays, Monday through Friday from 8:00 am to 8:00 pm EST at (248)588-7670 ext. 1.

Incident Reporting

Tyler maintains a Help Desk during normal business hours, staffed by MobileEyes-certified personnel located within the U.S. Most trouble calls are handled at the time of the call, while a small percentage require Level 2 (programmer) support and subsequent follow-up. All problems, errors, and/or suggested improvements are documented within a CSR (customer service request) Log and handled based upon severity, as follows:

Severity Level	Severity Examples	Targeted Notification Goals	Targeted Resolution Response Time
High	Complete shutdown or partial shutdown of one or more Software functions. Access to one or more Software functions not available. Major subset of Software application impacted.	Within one (1) hour of initial notification during business hours. Tyler will also send an email broadcast to all effected users, notifying them of the problem and efforts to resolve it.	2-4 business hours
Medium	Minor problem. Data entry or access impaired on a limited basis (typically user error).	Within four (4) hours of initial notification	24 business hours
Low	System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.	Same day or next business day of initial notification	Future Release

Client Service Requests - Enhancements

Client Service Requests documenting suggested enhancements are reviewed on a quarterly basis and considered for inclusion in periodic releases. If an enhancement request is specific to one customer and deemed to be outside of the original scope of the product, it will be unlikely that the request will be

included in a future release. Custom enhancement requests that can otherwise be accommodated will be subject to Tyler standard rates and documented by Tyler as a formal quote for mutual Agreement by Tyler and Client . Client will have an opportunity to review and approve the scope, specification and cost before work is started to ensure goals are properly communicated and funding approved.

Product release management is handled by Tyler using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. New releases are communicated well in advance by Tyler to all clients by system banners and email broadcasts including instructions if user intervention is required.

Maintenance and Upgrades

All system/product maintenance and upgrades are included in the ongoing support and warranty as contracted. Tyler will communicate all enhancements and upgrades that may impact its users. All code releases will maintain the integrity of Client specific configurations (i.e. templates, addresses, dropdown menus, pick lists, etc.) that have been implemented either by Tyler or Client.



Exhibit H
Schedule 2
Third Party Terms for MobileEyes

NFPA Codes

Material from documents of the National Fire Protection Association is displayed in this system under license from the NFPA solely for use within this system on the single machine to which this system is licensed. NFPA material may not be copied, reproduced, transferred, transmitted, distributed or used except as allowed by this system for the purpose of preparing and documenting inspection reports. Any use in violation of this agreement shall allow Tyler Technologies, Inc. ("Tyler") or the NFPA to immediately cancel all rights granted by this license. NFPA is not responsible for the programming or display of this material. Any problems or difficulties with the presentation of this material should be brought to the attention of Tyler or the NFPA.

ULCS Codes

Material from documents of ULC Standards (ULCS) is displayed in this system under license from ULCS solely for use within this system on the device(s) to which this system is licensed. ULCS material may not be copied, reproduced, transferred, transmitted, distributed or used except as allowed by this system for the purpose of preparing and documenting inspection reports. Any use in violation of this agreement shall allow Tyler Technologies, Inc. ("Tyler") or ULCS to immediately cancel all rights granted by this license. ULCS is not responsible for the programming or display of this material. Any problems or difficulties with the presentation of this material should be brought to the attention of Tyler.

IFC Codes

This software contains information which is proprietary to and copyrighted by International Code Council, Inc. The acronym "ICC" and the ICC logo are trademarks and service marks of ICC. ALL RIGHTS RESERVED.

As an End-User of the Software Product, End-User does not acquire any proprietary interest in the Software Product, or any of its contents.

End-User acknowledges that and agrees that there are no warranties, guarantees, conditions, covenants or representations by ICC as to the fitness for a particular purpose, or any other attribute, whether expressed or implied (in law or in fact), oral or written, of the copyrighted ICC property contained in the Software Product. End-User agrees that any unauthorized possession of the Software Product or its accompanying printed materials, or any use of the same, shall constitute a breach of the license agreement, and, upon written notice of the same by either ICC or Licensor, the End-User will surrender possession of the Software Product and all accompanying printed materials to ICC or Licensor. This Agreement is not transferable to any other party, for any reason. End-User agrees that use of the Software Product constitutes acceptance of the terms and conditions of this Agreement.



Exhibit I Socrata Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Socrata Agreement”** means this Socrata Software as a Service Terms and Conditions.
- **“Alert”** means a message that is delivered when Client-defined thresholds are exceeded.
- **“API”** means application-programming interface.
- **“External API Calls”** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A.
- **“Client Data”** means data, datasets, files, information, content, and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **“Confidential Information”** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **“Dataset”** means physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Users”** means a user that is logged in and accesses the SaaS Services.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“Service Level Terms”** means the service level terms described in Section C of this Socrata Agreement.
- **“Third-Party Services”** means if any, third-party web-based services, or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Law Enforcement Explorer product on a subscription basis according to the terms of this Socrata Agreement and the Service Level Terms. Client may access updates and enhancements to the product in accordance with the Maintenance and Support Agreement.

2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
 - 3.2 The SaaS Services may provide Client with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If applicable, Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once a User makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Customer Data. When Client uploads or provides Client Data to the Socrata SaaS platform, Client elects whether the data is publicly available or private. In accordance with this election, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display (when applicable), distribute, modify, create derivative works of, and translate the Client Data only as needed in response to a User's use of the SaaS Services. Tyler agrees to not make publicly-available data that Client initially elects to make private. Client acknowledges that if Client uploads or provides Client Data to the Socrata SaaS platform and elects to make it publicly-available, that election is permanent, and that data can no longer be private.
 - 3.3 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but are not necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
 - 3.4 Tyler agrees to never commercially sell Client's data, however, we reserve the right to commercially sell derivative data assets we create based on Client's public data.
 - 3.5 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support, and other internal business purposes.
 - 3.6 Socrata may access Client's internally accessible private data for the purposes of providing maintenance and support.
 - 3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.
 - 3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other

services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title, and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for

all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.
9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
 - b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
 - c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.
 - d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.
11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality,

and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler’s obligations with respect to Security Measures is subject to Section B(4.2) above.

- 12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

SECTION C – OTHER SERVICES

1. Service Level Terms & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days’ notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit

cannot be less than \$100.00.

- 1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – TERM

1. Term. The initial term of this Socrata Agreement is one (1) year beginning on the first date we make the applicable environment available to you. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST

AGENDA DATE: December 21, 2020

AGENDA ITEM: F7

AGENDA SUBJECT: Consider Ordinance No. 2020-32, amending the Capital Replacement Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by increasing line item 07-72-6581 (Radio/Radar Equipment) in the amount not to exceed \$515,900.

Department/Prepared By: Finance/Isabel Kato **Date Submitted:** December 15, 2020

EXHIBITS: [Ordinance No. 2020-32](#)
[Exhibit A](#) – Budget Amendment Form

BUDGETARY IMPACT:	Required Expenditure:	\$ 515,900
	Amount Budgeted:	\$ 0.00
	Appropriation Required:	\$ 515,900

CITY MANAGER APPROVAL: AB

BACKGROUND INFORMATION:

For over 20 years, the Jersey Village Police and Fire Department have been utilizing CRIMES as our Public Safety software. The main reason for selecting CRIMES was for the low annual cost and it met the departments' needs at the time. However, this software was developed by Sam Houston State University specifically for law enforcement, and does not meet the essential needs of our Fire Department.

Police and Fire Department staff conducted research, and have consulted with a few agencies across the State who use Tyler Technologies/New World Public Safety and we believe this would be the best software system for our agencies moving forward. In October, Tyler demonstrated their CAD, Police/Fire RMS, Mobile and other modules to police and fire personnel.

Tyler/New World Public Safety will provide us with a turnkey management system that will include, implementation, training, professional services, cloud hosting, maintenance and support. We are recommending replacing CRIMES with Tyler Technologies, who are located in Plano Texas.

We recommend funding the replacement of our current Public Safety software with our Radio Maintenance Program that has a current balance of \$625,631 available in the Capital Replacement Fund Balance. The City currently uses Incode, which is a Tyler product and will integrate with New World Public Safety. We would use the BuyBoard purchasing cooperative program contract #579-19 to make this purchase. As a member and participant in the BuyBoard purchasing cooperative, the City has met all formal bidding requirements pertaining to the purchase of this new software.

For Council consideration the purchase, installation and system support of Computer Aided Dispatch (CAD), Police Records Management System (RMS), and Fire Records Management System (FRMS) software from Tyler Technologies for Jersey Village Police and Fire Departments Costs for Fiscal Year 2020-2021 will be \$515,896; Fiscal Year 2021-2022 the cost will be \$295,460. After 18 months, the Annual Recurring Fees and Tyler Software Maintenance will be \$128,861.

RECOMMENDED ACTION:

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

MOTION: To approve Ordinance No. 2020-32, amending the Capital Replacement Budget for the Fiscal year beginning October 1, 2020 and ending September 30, 2021 by increasing line item 07-72-6581 (Radio/Radar Equipment) in the amount not to exceed \$515,900.

ORDINANCE NO. 2020-32

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE CAPITAL REPLACEMENT FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 BY INCREASING LINE ITEMS 07-72-6581 (RADIO/RADAR EQUIPMENT) IN THE AMOUNT NOT TO EXCEED \$515,900

WHEREAS, subsequent to the adoption of the annual budget for the City of Jersey Village for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the City has expenditure changes; and

WHEREAS, the City Manager has recommended that such budget be amended to reflect such revenues and expenditures in accordance with Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City Council finds and determines that the budget should be amended as recommended by the City Manager; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1. The recitals contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted.

Section 2. The annual budget of the City of Jersey Village, Texas for the fiscal year beginning October 1, 2020, and ending September 30, 2021, is hereby amended by increasing the appropriations to the account contained therein as provided in the attached:

- Exhibit A – Budget Amendment from Capital Replacement Fund by increasing line item 07-72-6581 (Radio/Radar Equipment) in the amount not to exceed \$515,900.

Section 3. 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 Jersey Village, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED this 21st day of December, 2020

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary





CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040

BUDGET TRANSFER / AMENDMENT REQUEST FORM

I request the following budget transfer between line item within the same division:

From Line Item	To Line Item	Amount

I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**

From the fund balance of:	<u>To Line Item</u>	<u>Amount</u>
<input type="checkbox"/> General Fund	_____	_____
<input type="checkbox"/> Utility Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input checked="" type="checkbox"/> Other <u>Capital Replacement</u>	<u>07-72-6581</u>	<u>\$515,900</u>

Justification

This budget amendment is necessary for the purchase, installation and system support of Computer Aided Dispatch (CAD), Police Records Management System (RMS) and Fire Records Management System (FRMS) software from Tyler Technologies for Jersey Village Police and Fire Department. The cost for Fiscal Year 2020-2021 will be approximately \$515,900

Requested by: Isabel Kato

Signed: Isabel Kato Date 12-15-2020

Finance: Sufficient Funds <input checked="" type="checkbox"/> Exist <input type="checkbox"/> Do Not Exist Digitally signed by Isabel Kato Date: 2020.12.15 16:15:09 -06'00' Signed: _____ Date: <u>12-15-2020</u>	City Manager: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Digitally signed by Austin Bleess Date: 2020.12.15 16:18:52 -06'00' Signed: <u>Austin Bleess</u> Date: <u>12-15-2020</u>
--	---

Form Modified May 2020

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020

AGENDA ITEM: F8

AGENDA SUBJECT: Discuss and take appropriate action regarding the City of Jersey Village Sales Tax Allocations.

Prepared By: Austin Bless, City Manager

Date Submitted: December 16, 2020

EXHIBITS: [Fire Department Memo](#)
[10 Year Fire Department CIP](#)
[Police Department Memo](#)

BUDGETARY IMPACT:	Required Expenditure:	\$	0
	Amount Budgeted:	\$	0
	Appropriation Required:	\$	0

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Last month the Council discussed a potential change to the sales tax allocation. The Council asked staff to look at future funding needs for the Police Department and the Fire Department so a better understanding of how the CCPD and FCPEMSD sales tax allocations would be utilized.

Just as a reminder currently the city collects 2% sales tax. It is collected in three pieces:

Type of Sales Tax	Percentage of our 2%	Dollars Collected in FY20
General Revenue	1%	\$3,928,322
Property Tax Relief	0.5%	\$1,964,161
Crime Control	0.5%	\$1,964,161

The Council should keep in mind that a change from Property Tax Relief sales tax to FCPEMSD or anything else would result in a reduction of revenues to the General Fund. Assuming an FCPEMSD Sales Tax was approved by the voters we would need to allocate nearly all of the sales tax collected for that for the first year to Fire Department Expenses that would then be transferred back to the general fund, just as the CCPD funds work now.

In putting the information requested by Council together I asked the Police Chief and Fire Chief to provide a list of what they felt they might need within the next 5 years and then 6-10 years out. They have provided the list. However, it should be noted that it is not a given that all of these things will be required or requested, and each item would still have to go through the budgeting and justification process before it is included in the budget. Staff is just trying to look and see what may be required in the future.

The memos from the Police and Fire Chief are included in the meeting packet. There is also a spreadsheet covering the next ten years that is similar to what Council sees for the CIP during each budgeting process.

The other piece of this is that there are four Chapter 380 agreements that the city would need to re-negotiate if a change to the sales tax allocation were to be made. There are two that we have made no payments on yet, and those ones may be easier to renegotiate.

For the current fiscal year we have budgeted \$1,905,000 in sales tax revenue for CCPD Revenue and budgeted \$1,933,380 in expenses. We do expect final expenses to be less, since the bulk of expenses are salaries and we have had open positions this year. CCPD has a fund balance of approximately \$4,790,000 as of November 30, 2020.

Regardless of the desired option, if the Council wishes to change our allocation, such change will require it to be approved by the voters in May. The Council could put any type of allocation change at any 1/8 increment to the voters that they wish. Based upon our FY2019 sales tax collections, below is a listing of the amount of sales tax collected for each 1/8 increment:

Dollar Amount	Percent
\$ 491,040.25	1/8
\$ 982,080.50	1/4
\$ 1,473,120.75	3/8
\$ 1,964,161.00	1/2
\$ 2,455,201.25	5/8
\$ 2,946,241.50	3/4
\$ 3,437,281.75	7/8
\$ 3,928,322.00	1

Tonight this item is for discussion and feedback. Based upon the discussion, staff and the city attorney will work to draft the necessary language and bring the next steps to the Council. If an election will be called, we will try to have the Council approval of the election in January so it can be held in May.

RECOMMENDED ACTION:

There is no recommended action tonight. This is a discussion for Council to provide thoughts and feedback on our sales tax allocation and potential changes to it.

Fire Department 10 Year Plan

History

Jersey Village Fire Department was remodeled in 2002 and an addition was added the same year. This 17,000 square foot station includes

- Administrative Office Space
- Training room
- Captains Quarters and Office
- Storage Areas
- EMS Bay
- Fire Bay
- Gear Storage
- Weight Room
- Showers
- Restrooms

The one story portion of the building was built in 1978 and had minor remodeling in 2002. The remodeling included new carpet, new paint, one wall addition and one office addition. In 2016, three exterior A/C condenser units were replaced. In 2018, two interior Air Conditioning Units were replaced.

The 2-story addition was built in 2002. This was a new build, which was built for current and future expansion. The first floors of this structure has two independent bays with multiple storage areas. The EMS bay houses two ambulance units, one Tahoe and one Historical Fire truck. On occasion, a boat is also stored in this bay. From this bay, there are several rooms. One room for EMS supplies, One tool room, one bio hazard room, one janitorial room, one washer and dryer room, one female restroom, one male restroom, one mechanical room and two stairwells leading to a second floor. The second floor consisted of an open area that has weights, ping-pong table, pool table and a sitting area. Adjacent to the open area are two bedroom areas, one mechanical room, three storage rooms, a female shower/restroom and a male shower/restroom. In 2017, this bay received a new paint job of the walls.

The opposite bay is the fire apparatus bay that houses one rescue truck, three fire trucks and one Tahoe. Adjacent to this Bay Area is a gear locker room, one electrical room, one open cascade hose area and an elevator mechanical room. Above the gear-room is storage of miscellaneous items. In 2018, this bay received a new paint job of the bay floor and the walls. In 2019, the EMS bay was repainted.

Project Details

The 17,000 square foot fire station is operated 24 hours a day. Over several years, there has been some minor maintenance on this station. It has been a challenge most recently to store items. It seems we are running out of areas to store items. The kitchen is not big enough for current conditions, but more importantly, the Kitchen cannot handle the cooking for activation of staff during events. There is no real conference area to have meetings. The one story portion of the station is 40 years old. The second floor of the two story was never properly insulated. In addition, the second floor is no conducive for sleeping for several reason. The first reason is the bad doors opening can be felt when the door open. Second and most important, NFPA now says fire stations sleeping quarters should not be adjacent or over Vehicle bays due in part to Carbon Monoxide from vehicle exhausts. We do believe the station needs remodel and/or additions. Several Options have been identified by staff.

Planned Remodeling Areas

Kitchen – 2020 Completed – In House

Administrative Offices - Planned In House 2021

Upstairs second floor restrooms – Planned Outsource – 60,000

Upstairs Open Space Remodel – Planned In House 2021

Day Room Remodel – 2020 Completed – In House

Training Room – Planned In House – 2021

First Floor Restroom Refresh – Planned In House - 2023

Exterior Doorway Overhangs – Planned Outsource – 2026-2027

Additions

Training Tower behind new addition bay

New Bay Doors

Carports

Station Vehicle Exhaust System

Zetron Paging System

Day Room Expansion

Add Insulation to Second Floor

Replacement Items

New Roof - All Areas

New Insulation Second Floor

New Boiler

New Air Handlers

New A/C and Heaters second floor

New Generator Motor and Switch System

Kitchen

The Kitchen was remodeled by staff in 2020. We estimate savings of around \$70,000 by doing this project internally. We spent \$32,000 on the project

Day Room

The day room was part of the kitchen remodel in 2020. We would like to eventually extend this area to the end of the building to provide for a larger dayroom area. This will be especially critical when/of we add more personnel in the future. I have this set for outsourcing in 2024-2025 fiscal years.

Training room

The training room on the first floor is going to be moved to the second floor of the fire station in 2021. The move is so we can bring the weight equipment down from upstairs to allow city employees and volunteers to use the weight room during times when firefighters will be sleeping upstairs. We will remodel this in house in 2021

First Floor Restrooms

These restrooms are original restrooms when the building was first installed 40 years ago. These restrooms need a full makeover with new sinks, new toilets, new tile, new paint and new light fixtures. I believe we can do this in house as well. We will schedule this for 2023

Administrative Offices

The current administration area is not bad. New carpet and new paint would give this area a new fresh start. We desire to add additional walls in the area to create a couple of additional office spaces and create a conference area. We will tackle this project 2021.

The Captains Office Area and sleeping area

The Captains Office area will get new flooring and new paint. Sometime in 2021 they will be moved upstairs for sleeping quarters as part of the upstairs remodel.

The second floor above EMS bay

This area was designed for future expansion of sleeping quarters. In past I would say that this area is not an area for sleeping based on NFPA requirements for exhaust fumes below sleeping quarters. We have mentioned several options in the past but I think the best option at this point is to move forward and buildout the upstairs with independent bedrooms. It is not ideal, but this this a good plan for now.

In addition, the ceiling in this area has never been properly insulated. There are just ceiling tiles for insulation. This area also needs a new A/C unit and heater unit and should be independent of each other. Currently, the A/C and 3 Heaters share one plenum and continuously fight each other to work. The A/C people have looked at it and indicated it is designed incorrectly.

Vehicles

We have nice equipment and we do everything in our power to keep them clean and in good working order. We have a boat and High Water Truck that sits outside and is being weathered. The boat cover is also being weathered and destroyed from the elements. We had hoped to add another bay on the Far East side of the station for this equipment, but that pricing is very high. Now the plan would be to add metal structures over this equipment to protect it from the elements. We also would like to add car ports in parking spaces to protect city and personally owned vehicles from the elements.

Bay Door Replacement

The bay doors and tracks will need to be replaced in the next 10 years. They are 18 years old now. I have them scheduled for replacement when they reach 28 years of life which is 10 years from now.

Fire Station Overhangs

These overhangs are weathered and have started to leak in a few places. Some exterior doors do not even have an overhang for when staff arrives and plans to open a door to get in. We would like to replace existing and add new overhangs at exterior doors that do not have them. Planned for 2026-2027

Station Exhaust System

We really need to consider adding an exhaust system at the station in the apparatus bays. Especially the EMS bay. Above this area we are adding Sleeping Quarters. NFPA indicates we should exhaust all fumes from vehicles if we are to sleep people in our station. Adding personnel and having them sleep above the vehicle areas we really need to consider the long term liability of exposure to Carbon Monoxide.

Training

One day I would like to see a training tower that we could use for firefighting, rescue and training.

Other

Paging system

At some point, we will need to add a paging system that is smart technology to shut things down and turn lights on when a call is toned. Currently, if we have something cooking and they leave without shutting the stove off, the items cooking are overcooking and could burn. A smart paging system such as Zetron, will do just that when a tone goes off.

General Replacement items

Boiler

Garage Door Openers

A/C Units

FIRE DEPARTMENT GENERAL IMPROVEMENTS		Fisal Year 21	Fisal Year 22	Fisal Year 23	Fisal Year 24	Fisal Year 25	Fisal Year 26	Fisal Year 27	Fisal Year 28	Fisal Year 29	Fisal Year 30	Fisal Year 31	Totals
		22	23	24	25	26	27	28	29	30	31		
1	Upstairs Restroom Shower Remodel		\$ 60,000										\$ 60,000
2	Outdoor Covered area for high water truck, boat, etc.		\$ 50,000										\$ 50,000
3	Replace Fire Station Upstairs A/C & heating System			\$ 100,000									\$ 100,000
4	Fire Station Zetron System Paging Lights Radio							\$ 100,000					\$ 100,000
5	Add insulation to second floor ceiling			\$ 30,000									\$ 30,000
6	Replace Roof and Gutter Replacement					\$ 170,000							\$ 170,000
7	Replace/Add Overhangs above all doors						\$ 40,000						\$ 40,000
8	Bay door replacement at Fire Department										\$ 90,000		\$ 90,000
9	200kw Generator at Fire Station **					\$ 99,600							\$ 99,600
10	AC Units at Fire Department						\$ 15,000			\$ 15,000			\$ 30,000
11	Replace Garage Door Openers				\$ 10,000				\$ 10,000				\$ 20,000
12	Exhuast System for Apparatus Bays	\$ 100,000											\$ 100,000
13	Training Tower										\$ 250,000		\$ 250,000
14	Extend Dayroom to end of building				\$ 150,000								\$ 150,000
15	Self Contained Breathing Apparatus*	\$ 350,000									\$ 400,000		\$ 750,000
16	Combi Tools*		\$ 40,000										\$ 40,000
17	Gear Extractor cleaning machine*		\$ 15,000										\$ 15,000
18	Replace Cascade Machine*					\$ 50,000							\$ 50,000
19	Replace all Office Furniture*				\$ 35,000								\$ 35,000
	Total General Fire Station Improvements	\$ 450,000	\$ 165,000	\$ 130,000	\$ 195,000	\$ 319,600	\$ 55,000	\$ 100,000	\$ 10,000	\$ 15,000	\$ 740,000		\$ 2,179,600

** - If not funded by Grant

* Planned as potential supplemental for year indicated



JERSEY VILLAGE POLICE DEPARTMENT

16401 Lakeview Dr.
Jersey Village, Texas 77040-1999
(713)466-5824 / Fax (713)466-0784

Incorporated 1955 A Texas Star Community

TO: Austin Bleess, City Manager
FROM: Kirk Riggs, Chief of Police
DATE: December 10, 2020
SUBJECT: Five-Ten Year Police Department Projected Personnel FY21-30

Five Year Police Department Projected Personnel FY 21-25

- Assistant Chief Position salary range \$105,000-121,000 plus benefits and take home vehicle.
- Reduce CID Lieutenant rank to Detective/Administrative Sergeant salary/benefits \$110,960
- Full-Time Evidence/Crime Scene Technician salary/benefits range \$80,000-\$95,000
- Evaluate police personnel salary to be competitive with other agencies our size, i.e. Memorial Village, West University Park, etc., to assist us in recruitment and retention.
- Create a K-9 Officer Position salary/benefits range \$97,689-\$113,514, plus dog, kennel and take home vehicle \$65,000.
- Create DPS Commercial Motor Vehicle Enforcement Officer Position range \$97,689-\$113,514.

Ten Year Police Department Projected Personnel FY 25-30

- Two Patrol Officers salary/benefits \$227,029.70*
- Detective \$ 115,914*
- Four Full-Time Detention Officers

*5-10 year police personnel are just my best guess at this time. I would utilize the Texas Police Chiefs Association (TPCA) document, which will assist me in calculating "Uncommitted or Discretionary" time as a guideline to justify additional officers. However, we must also take into consideration how much crime is prevented when you have high visibility of police presence in a city.

G. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

H. RECESS THE REGULAR SESSION

Recess the Regular Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.071 – Consult with Attorney and Section 551.072 – Deliberation Regarding Real Property.

I. EXECUTIVE SESSION

1. Pursuant to the Texas Open Meetings Act Section 551.072 – Deliberations Regarding Real Property regarding the potential purchase of Land – Reserve Detention B JERSEY VILLAGE COUNTRY CLUB, ESTATES SEC 4 2ND AMEND R/P. *Austin Bleess, City Manager*
2. Pursuant to the Texas Open Meetings Act Section 551.071, consult with attorney regarding pending lawsuit: Jersey Village Lodging LLC v. City of Jersey Village, Cause No. 2019-40593, 11th Judicial District, Harris County, Texas. *City Attorney*
3. Pursuant to the Texas Open Meetings Act Section 551.071, consult with City Attorney regarding the Comcast Franchise Fee dispute. *City Attorney*
4. Pursuant to the Texas Open Meeting Act Section 551.074, deliberate the appointment of election judges for the City of Jersey Village. *City Council*

J. ADJOURN EXECUTIVE SESSION

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Regular Session.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020

AGENDA ITEM: K1

AGENDA SUBJECT: Discuss and take appropriate action on matter discussed in Executive Session regarding the pending lawsuit: Jersey Village Lodging LLC v. City of Jersey Village, Cause No. 2019-40593, 11th Judicial District, Harris County, Texas.

Dept./Prepared By: Lorri Coody, City Secretary **Date Submitted:**

EXHIBITS: [Agreed Motion for NonSuit](#)

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

City Council has heretofore entered into Executive Session to consult with the City Attorney regarding the pending lawsuit: Jersey Village Lodging LLC v. City of Jersey Village, Cause No. 2019-40593, 11th Judicial District, Harris County, Texas.

This item is to take action regarding those deliberations.

RECOMMENDED ACTION:

MOTION: To authorize the City Attorney to take the necessary steps on the City's behalf to effect the Agreed Motion for Nonsuit without Prejudice in the lawsuit: Jersey Village Lodging LLC v. City of Jersey Village, Cause No. 2019-40593, 11th Judicial District, Harris County, Texas.

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

CAUSE NO. 201940593

JERSEY VILLAGE LODGING LLC,
PLAINTIFF,

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IN THE DISTRICT COURT

v.

11TH JUDICIAL DISTRICT

CITY OF JERSEY VILLAGE, ACTING BY AND
THROUGH ITS CITY COUNCIL,
DEFENDANT.

HARRIS COUNTY, TEXAS

AGREED MOTION FOR NONSUIT WITHOUT PREJUDICE

TO THE HONORABLE COURT:

This motion is filed by Plaintiff, Jersey Village Lodging LLC, and the Defendant The City of Jersey Village. In support of this motion the parties show:

1. The Property and the Ordinance, which were the basis of the Plaintiffs filing this suit, have been repaired and repealed, respectively.
2. As a result, neither of the parties desires to pursue any claims it may have against the other.

Wherefore, the parties request that this Court sign an order granting this Agreed Motion for Nonsuit Without Prejudice, with costs of the suit to be taxed against the party by whom incurred.

Respectfully submitted,

PATEL GAINES, PLLC
221 W. Exchange Avenue, Suite 206A
Fort Worth, Texas 76164
(817) 394-4844 Telephone
(817) 394-4344 Facsimile
By:

Lance "Luke" H. Beshara
Texas State Bar No. 24045492
lbeshara@patelgaines.com
Attorneys for Jersey Village Lodging LLC

SIGNED IN APPROVAL:

Scott Bounds
TBN: 02706000
Olson & Olson, LLP
2727 Allen Parkway, Suite 600
Houston, Texas 77019
713 533 3878 (direct)
713 817 0653 (cell)
Sbounds@OlsonLLP.com
Attorney for the City of Jersey Village

CAUSE NO. 201940593

JERSEY VILLAGE LODGING LLC,
PLAINTIFF,

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IN THE DISTRICT COURT

v.

11TH JUDICIAL DISTRICT

CITY OF JERSEY VILLAGE, ACTING BY AND
THROUGH ITS CITY COUNCIL,
DEFENDANT.

HARRIS COUNTY, TEXAS

**ORDER GRANTING AGREED MOTION FOR
NONSUIT WITHOUT PREJUDICE**

On this ____ day of _____, 2020, came on to be heard the Agreed Motion of Nonsuit Without Prejudice filed herein by the parties.

The Court, having examined the Motion and signatures by all counsel of record indicating agreement, is of the opinion and so finds that the Motion should, in all things, be granted.

IT IS ORDERED that all pleadings and causes of action seek relief in behalf of the Plaintiff against the Defendant City of Jersey Village shall be and are hereby dismissed, without prejudice.

IT IS FURTHER ORDERED that all costs of this suit shall be taxed against the party by whom incurred.

SIGNED AND ENTERED on this the ____ day of _____, 2020.

JUDGE PRESIDING

APPROVED:

PATEL GAINES, PLLC
221 W. Exchange Avenue, Suite 206A
Fort Worth, Texas 76164
(817) 394-4844 Telephone
(817) 394-4344 Facsimile
By:

Lance "Luke" H. Beshara
Texas State Bar No. 24045492
lbeshara@patelgaines.com
Attorneys for Jersey Village Lodging LLC

CITY COUNCIL MEETING PACKET FOR THE MEETING TO BE HELD ON DECEMBER 21, 2020

SIGNED IN APPROVAL:

Scott Bounds
TBN: 02706000
Olson & Olson, LLP
2727 Allen Parkway, Suite 600
Houston, Texas 77019
713 533 3878 (direct)
713 817 0653 (cell)
Sbounds@OlsonLLP.com
Attorney for the City of Jersey Village

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020

AGENDA ITEM: K2

AGENDA SUBJECT: Consider Ordinance No. 2020-33, finding that the structures at 16884 NW FWY, Jersey Village, Texas 77040, (Res B1, Northwest Village Business Park, R/P), the “Property”, have been repaired to the extent the property is not substandard; and making other findings and provisions related thereto.

Dept./Prepared By: Lorri Coody, City Secretary **Date Submitted:**

EXHIBITS: [Ordinance No. 2020-33](#)

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

BACKGROUND INFORMATION:

In 2019 the Building Official of the City of Jersey Village reported to City Council that the buildings and structures at 16884 NW FWY, also known as RES B1, Northwest Village Business Park. R/P, Jersey Village, which are located within the City, were substandard and a public nuisance.

After both notice to Jersey Village Lodging, LLC, Chan Patel, Northwest Village Business Park R/P, and Super 7 Inn Jersey Village Lodging LLC that the Property was substandard and a public nuisance, and a public hearing, the City Council adopted Ordinance No. 2019-11 finding that the Property was substandard and a public nuisance.

The Owner of the property subsequently acquired building permits and made substantial repairs and changes to the property.

During every meeting of City Council since May 13, 2019 and through November 16, 2020, City Council has reviewed the progress that this owner has made in connection with the findings in Ordinance 2019-11.

As a result of the substantial repairs and changes made to the property, the Building Official of the City reports that the property is no longer substandard and unfit for human habitation, or a hazard to the public health, safety and welfare.

This item is consider an Ordinance finding that the structures at 16884 NW FWY, Jersey Village, Texas 77040, (Res B1, Northwest Village Business Park, R/P), the “Property”, have been repaired to the extent the property is not substandard; and making other findings and provisions related thereto.

RECOMMENDED ACTION:

MOTION: To approve Ordinance No. 2020-33, finding that the structures at 16884 NW FWY, Jersey Village, Texas 77040, (Res B1, Northwest Village Business Park, R/P), the “Property”, have been repaired to the extent the property is not substandard; and making other findings and provisions related thereto.

ORDINANCE NO. 2020-33

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, FINDING THAT THE STRUCTURES AT 16884 NW FWY, JERSEY VILLAGE, TEXAS 77040, (RES B1, NORTHWEST VILLAGE BUSINESS PARK, R/P), THE “PROPERTY”, HAVE BEEN REPAIRED TO THE EXTENT THE PROPERTY IS NOT SUBSTANDARD; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO.

WHEREAS, in 2019 the Building Official of the City of Jersey Village reported to City Council that the buildings and structures at 16884 NW FWY, also known as RES B1, Northwest Village Business Park. R/P, Jersey Village, (the “Property”), which are located within the City, were substandard and a public nuisance; and

WHEREAS, after both notice to Jersey Village Lodging, LLC, Chan Patel, Northwest Village Business Park R/P, and Super 7 Inn Jersey Village Lodging LLC that the Property was substandard and a public nuisance, and a public hearing, the City Council adopted Ordinance No. 2019-11 finding that the Property was substandard and a public nuisance; and

WHEREAS, the Owner of the Property subsequently acquired building permits and made substantial repairs and changes to the Property; and

WHEREAS, the Building Official of the City reports that the Property is no longer substandard and unfit for human habitation, or a hazard to the public health, safety and welfare;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1. The above-referenced recitals are incorporated herein as if set forth in full for all purposes.

Section 2. City Council finds that the Property has been repaired to the extent it is no longer substandard.

Section 3. All ordinances or parts inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed, including but not limited to Ordinance No. 2019-11 sections 2 and 3.

Section 4. This ordinance shall be in full force and effect from and after its passage.

PASSED AND APPROVED this 21st day of December 2020.

Andrew Mitcham, Mayor

ATTEST:

Lorri Coody, City Secretary



**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: December 21, 2020

AGENDA ITEM: K3

AGENDA ITEM: Discuss and take appropriate action regarding the matter discussed in Executive Session concerning a Settlement Agreement with Comcast regarding franchise fees.

AGENDA SUBJECT: Consult with Attorney pursuant to the Texas Open Meetings Act Section 551.071 regarding the Comcast Franchise Fee dispute.

Department/Prepared By: Austin Bless

Date Submitted: December 9, 2020

ATTACHMENTS:

BACKGROUND INFORMATION:

During the last months of 2017, the City worked with the Gulf Coast Coalition of Cities (GCCC) to do a study/review of the Franchise Fees that the city was paid by Comcast for the preceding four years. That review found that the City was shorted \$9,363 over the four-year period. Adding in a small amount of interest the total owed to the City was \$9,421.

In December of 2017, City Council chose to work with GCCC to attempt recovery of the unpaid funds and to help make sure that moving forward Comcast modifies their payment formula so we receive proper payments. As a result, the City joined 14 other GCCC member cities and GCCC filed a lawsuit against Comcast to recover the funds.

That lawsuit has run its course of litigation and is currently in settlement negotiations. This item is to discuss authorize the City Manager to enter into a settlement agreement with Comcast regarding franchise fees.

RECOMMENDED ACTION:

MOTION: To authorize the City Manager to enter into a settlement agreement with Comcast regarding franchise fees.