CITY OF EL LAGO

AGENDA
CITY COUNCIL MEETING
411 TALLOWOOD DRIVE, EL LAGO,
TEXAS 77586
MAY 20, 2020
7:00 P.M.

NOTICE is hereby given of a Meeting of the City Council of the City of El Lago, County of Harris, State of Texas, to be held on the above stated date and time.

This meeting will be closed to in person attendance by the public. Due to the COVID 19 pandemic and CDC's recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting, but the meeting will be available to members of the public via telephonic audio. Public Comments may be submitted. Citizens may join the WebEx Meeting by calling (844) 992-4726 and entering the Access Code 961 777 452 Any person interested in speaking on any item on the agenda must submit his/her comment via email to the City Secretary at citysec@ellago-tx.gov. The request must include the name and address of the person commenting. Citizen comments will be read aloud by the City Secretary during the meeting. Comments must be received before 1:00 p.m., Wednesday, May 20, 2020.

1. Call to Order

2. Declaration of a Quorum

2.1. Announce Absent Members of Council

3. Citizen Comments

Submitted citizens comments will be read aloud by the City Secretary

4. Consent Agenda

4.1. Check Detail for checks printed from May 7, 2020 through May 20, 2020..
4.2. Minutes from the Council Meeting of May 6, 2020.

5. City Official, Board, Commission, Committee, & City Service Report

5.1. Report on LPD activity in the City with Call For Service reports for April, 2020 (Chief Tom Savage)
5.2. Emergency Management report (Tom Merchant and/or Art Richard)

6. Mayor's Report

6.1. Mayor Skelton to report on the state of the City

7. Council Member's Reports

7.1. Mayor Pro Tem Vernon to report on the street and sidewalk repair schedule.
7.2. Councilperson Findley to report on the May 15, 2020 WCID 50 meeting.

8. New Business

8.1. Review quotes and approve vendor for pool deck surface repair
8.2. Consider/Approve Resolution 2020-03 authorizing the adoption of the Harris County Multi-Hazard Mitigation Action Plan Update.
8.3. Consider/Approve a revised El Lago Community Center Fee Schedule increasing or adjusting rates, and to include the 4% credit card convenience fee in recurring rates rather than charging them separately.

9. Future Agenda Item Requests

Not Scheduled
Hazardous Waste Recycling Day
Amend the Personnel Manual
Masonry Fence Behind Loch Lake

10. Adjournment

ALL AGENDA ITEMS ARE SUBJECT TO ACTION

In compliance with the Americans with Disabilities Act, the City of El Lago will provide for reasonable accommodations for persons attending City Council Meetings. Requests should be received 48 hours prior to the meetings. Please contact the City office at 281-326-1951. The City Council of the City of El Lago, Texas, reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), §551.077 (Agency Financed by Federal Government),§551.084 (Exclusion of Witness from Hearing), §551.086 (Meeting Concerning Municipally Owned Utility), §551.087 (Deliberations Regarding Economic Development),§551.088 (Deliberations Regarding Licensing Testing Exam), & §418.183(f) (Texas Disaster Act: regarding Critical Infrastructure).

I certify that a copy of this notice of the City Council Meeting for the date listed above was posted at City Hall, 411 Tallowood Drive, El Lago, Texas, at least 72 hours in advance per the Texas Open Meetings Act.

_____

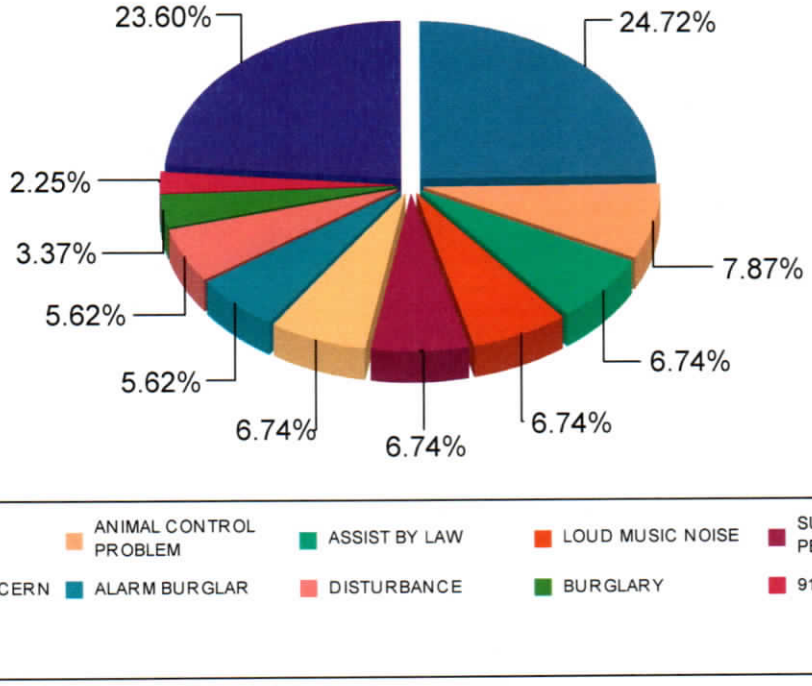
Rachel Lewis
City Secretary

LAKEVIEW POLICE
CALL FOR SERVICE REPORT
From 4/1/2020 to 4/30/2020

Nature:	Count of CFS:	Percent of CFS:	Total CFS Time:	Average CFS Time:
911 HANG UP	2	2%	00:39:46	00:19:53
ABANDONED VEHICLE	1	1%	00:20:20	00:20:20
ABUSE NEGLECT CHILD ELDERLY	1	1%	00:11:01	00:11:01
ACCIDENT MAJOR	1	1%	00:58:48	00:58:48
ALARM BURGLAR	5	6%	01:22:53	00:16:34
ANIMAL CONTROL PROBLEM	7	8%	03:11:09	00:27:18
ASSAULT	1	1%	01:04:56	01:04:56
ASSIST BY LAW	6	7%	03:15:45	00:32:37
ASSIST CITIZEN	1	1%	00:30:20	00:30:20
BURGLARY	3	3%	03:45:22	01:15:07
CIVIL PROBLEM STANDBY	1	1%	00:37:51	00:37:51
DISORDERLY CONDUCT	1	1%	00:18:27	00:18:27
DISTURBANCE	5	6%	01:43:44	00:20:44
FLAGDOWN	1	1%	00:35:53	00:35:53
FOLLOW UP	2	2%	00:35:53	00:17:56
FRAUD	1	1%	00:39:45	00:39:45
HARASSMENT	1	1%	00:14:05	00:14:05
INTOXICATED DRIVER PERSON	1	1%	00:07:58	00:07:58
LOST MISSING RECOVERED ABDUCTD	1	1%	00:36:56	00:36:56
LOUD MUSIC NOISE	6	7%	02:38:23	00:26:23
SEXUAL ASSAULT	2	2%	02:45:14	01:22:37
SUSPICIOUS CIRC PERSON VEHICLE	6	7%	02:39:48	00:26:38
THEFT	2	2%	02:17:19	01:08:39
TRAFFIC STOP	22	25%	04:41:38	00:12:48
TRESPASS	2	2%	00:34:55	00:17:27
WEAPONS OFFENSES	1	1%	00:17:59	00:17:59
WELFARE CONCERN	6	7%	01:28:53	00:14:48

GRAND TOTALS:	89		38:15:01	00:25:47

CFS By Nature



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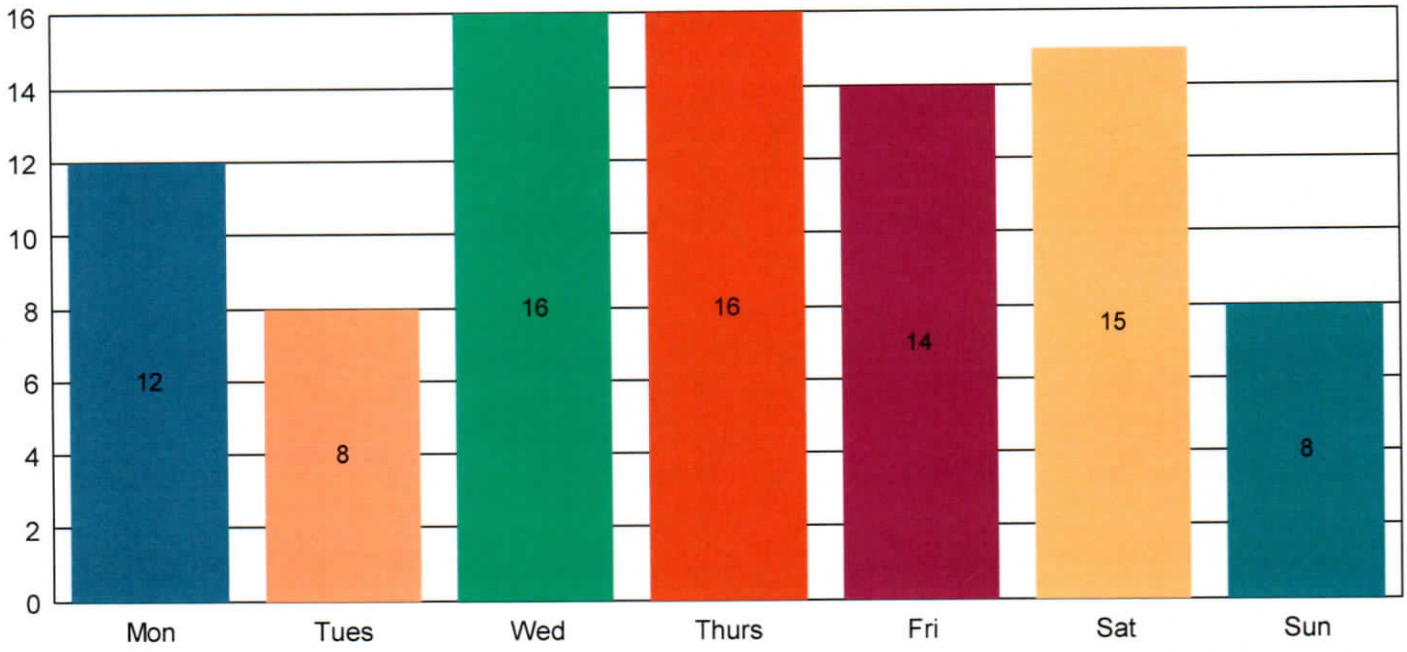
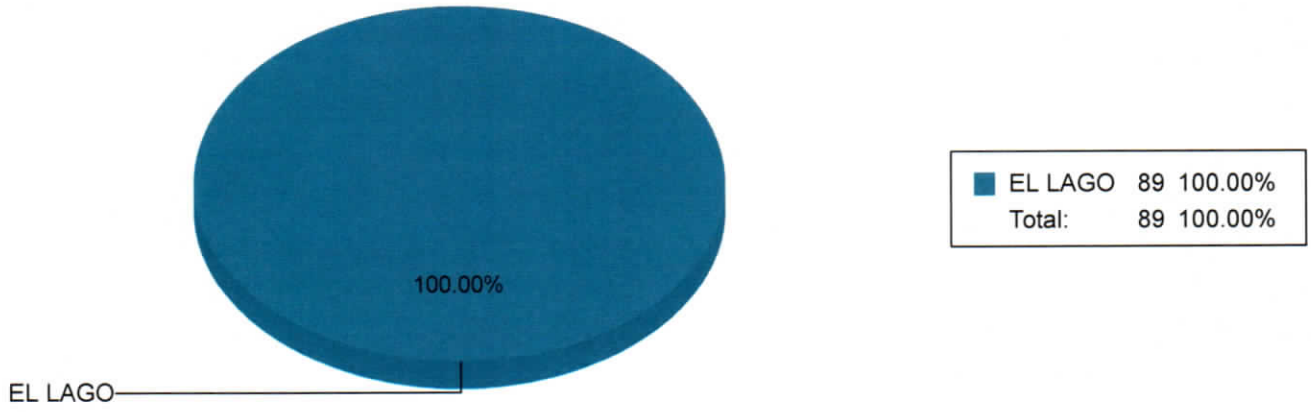
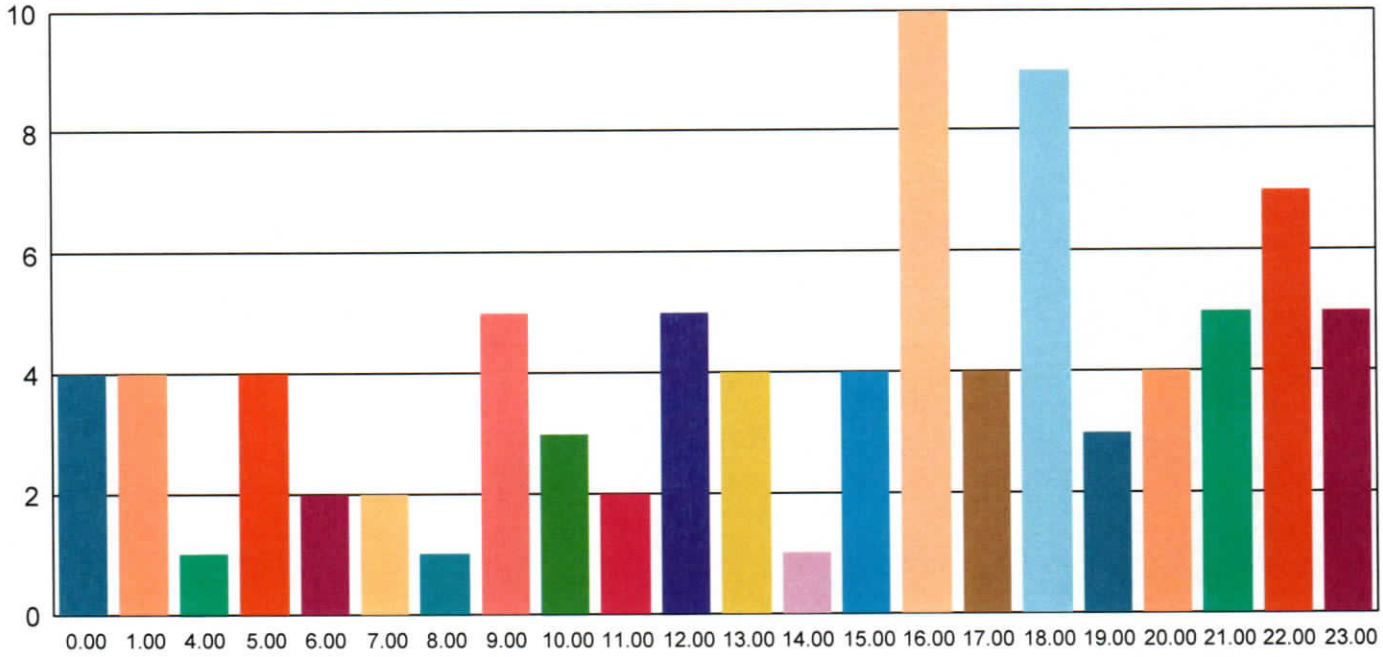


CFS by District



Calls by Hour of Day



April 2020 Hot Spot El Lago

Citation	Viol Location	Offense	Officer Name
E00566	0004000 NASA PKWY	SPEEDING 60 MPH in a 45 MPH zone	BRINSON, DAVID
E00567	0003800 NASA PKWY	SPEEDING 55 MPH in a 45 MPH zone	SAVAGE, THOMAS L
E00568	0004100 NASA PKWY	RAN RED LIGHT	STILWELL, KYLE
E00569	0004400 NASA PKWY	DROVE WITHOUT LIGHTS (WHEN REQUIRED)	BRINSON, DAVID
E01910	0003800 NASA PKWY	SPEEDING 55 MPH in a 45 MPH zone	SAVAGE, THOMAS L
E01914	0004400 NASA PKWY	RAN RED LIGHT	BIANCHINO, SAM
E01915	0001711W HEDGECROFT	SIMPLE ASSAULT- CLASS C	BEATON, TANGIE
E01916	0004000 NASA PKWY	SPEEDING 59 MPH in a 45 MPH zone	BIANCHINO, SAM
E02890	0000526 CRESTWOOD	DOG AT LARGE	HENDRICKS, CHRISTOPHER
E02891	0004200 NASA PKWY	SPEEDING IN SCHOOL ZONE 55 MPH in a 45 MPH zone	BRINSON, DAVID
E02894	0003800 NASA PKWY	SPEEDING 55 MPH in a 45 MPH zone	SAVAGE, THOMAS L
E03613	0004300 NASA PKWY	SPEEDING 57 MPH in a 45 MPH zone	HENDRICKS, CHRISTOPHER
E03614	0004300 NASA PKWY	SPEEDING 57 MPH in a 45 MPH zone	HENDRICKS, CHRISTOPHER
E03617	0003800 NASA PKWY	DRIVING WHILE LICENSE INVALID	BUTLER, DEBORAH
E04065	0004300 NASA PKWY	SPEEDING 67 MPH in a 45 MPH zone	HENDRICKS, CHRISTOPHER
E04066	0004400 NASA PKWY	SPEEDING GREATER THAN 10% OVER POSTED LIMIT 58 MPH in a 45 MPH zone	SMITH, ROBERT A
E04067	0004300 NASA PKWY	SPEEDING GREATER THAN 10% OVER POSTED LIMIT 71 MPH in a 45 MPH zone	SMITH, ROBERT A
E04071	0003900 NASA PKWY	SPEEDING GREATER THAN 10% OVER POSTED LIMIT 61 MPH in a 45 MPH zone	SMITH, ROBERT A
E04073	0004000 NASA PKWY	DEFECTIVE STOP LAMPS	SMITH, ROBERT A
E04079	0004400 NASA PKWY	EXPIRED DRIVERS LICENSE	SMITH, ROBERT A
E04083	0004100 NASA PKWY	FAIL TO YIELD ROW FROM PRIVATE PROPERTY	BRINSON, DAVID
E04086	0004100 NASA PKWY	SPEEDING 61 MPH in a 45 MPH zone	BIANCHINO, SAM

City of El Lago
Check Detail
May 7 - 20, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill P...	**ACH...**	**05/12/2020**	**Comcast**	**8777 70 112 0111874 fo...**	**10102 · General...**	
Bill	2020...	05/12/2020		11 fitness TV, 1 in event ...	71903 · Comput...	(174.50)
				Internet 50down/10up Cit...	71903 · Comput...	(174.51)
TOTAL						(349.01)
Paych...	**ACH...**	**05/14/2020**	**De Leon, A...**		**10102 · General...**	
					70120 · Mainten...	(1,524.42)
					25500 · Med. & ...	17.31
					25200 · FWT pa...	138.00
					70220 · Social S...	(94.51)
					25300 · FICA Pa...	94.51
					25300 · FICA Pa...	94.51
					70220 · Social S...	(22.10)
					25300 · FICA Pa...	22.10
					25300 · FICA Pa...	22.10
TOTAL						(1,252.50)
Paych...	**ACH...**	**05/14/2020**	**Klingle, Br...**		**10102 · General...**	
					74010 · Court Cl...	(1,876.96)
					25400 · Pension ...	112.62
					70210 · Pension	(112.62)
					25400 · Pension ...	112.62
					25200 · FWT pa...	167.00
					70220 · Social S...	(116.38)
					25300 · FICA Pa...	116.38
					25300 · FICA Pa...	116.38
					70220 · Social S...	(27.22)
					25300 · FICA Pa...	27.22
					25300 · FICA Pa...	27.22
TOTAL						(1,453.74)
Paych...	**ACH...**	**05/14/2020**	**Lewis, Rac...**		**10102 · General...**	
					70100 · Administ...	(1,807.69)
					25400 · Pension ...	126.54
					25200 · FWT pa...	202.00
					70220 · Social S...	(112.08)
					25300 · FICA Pa...	112.08
					25300 · FICA Pa...	112.08
					70220 · Social S...	(26.22)
					25300 · FICA Pa...	26.22
					25300 · FICA Pa...	26.22
TOTAL						(1,340.85)
Paych...	**ACH...**	**05/14/2020**	**Means, Der...**		**10102 · General...**	
					70120 · Mainten...	(1,703.46)
					25200 · FWT pa...	159.00
					70220 · Social S...	(105.61)
					25300 · FICA Pa...	105.61
					25300 · FICA Pa...	105.61
					70220 · Social S...	(24.70)
					25300 · FICA Pa...	24.70
					25300 · FICA Pa...	24.70
TOTAL						(1,414.15)

City of El Lago
Check Detail
May 7 - 20, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Paych...	**ACH...**	**05/14/2020**	**Stokes, Dia...**		**10102 · General...**	
					70100 · Administ...	(720.00)
					25200 · FWT pa...	24.00
					70220 · Social S...	(44.64)
					25300 · FICA Pa...	44.64
					25300 · FICA Pa...	44.64
					70220 · Social S...	(10.44)
					25300 · FICA Pa...	10.44
					25300 · FICA Pa...	10.44
TOTAL						(640.92)
Paych...	**ACH...**	**05/14/2020**	**Vernon, Ma...**		**10102 · General...**	
					70100 · Administ...	(1,085.88)
					25200 · FWT pa...	63.00
					70220 · Social S...	(67.32)
					25300 · FICA Pa...	67.32
					25300 · FICA Pa...	67.32
					70220 · Social S...	(15.74)
					25300 · FICA Pa...	15.74
					25300 · FICA Pa...	15.74
TOTAL						(939.82)
Liabilit...	**ACH...**	**05/14/2020**	**ICMA Retir...**	**Payroll 2020-05-14**	**10102 · General...**	
				Payroll 2020-05-14	25400 · Pension ...	(112.62)
				BKlingle	25400 · Pension ...	(112.62)
				RLewis	25400 · Pension ...	(126.54)
TOTAL						(351.78)
Liabilit...	**ACH...**	**05/14/2020**	**EFTPS**	**74-1612666**	**10102 · General...**	
				74-1612666	25200 · FWT pa...	(753.00)
				74-1612666	25300 · FICA Pa...	(126.42)
				74-1612666	25300 · FICA Pa...	(126.42)
				74-1612666	25300 · FICA Pa...	(540.54)
				74-1612666	25300 · FICA Pa...	(540.54)
TOTAL						(2,086.92)
Bill P...	**ACH...**	**05/14/2020**	**Frontier Co...**	**Fire & fax line**	**10102 · General...**	
Bill	2020...	05/14/2020		Fire line	70360 · Fire Prot...	(90.51)
				Fax line	71300 · Telephone	(90.52)
TOTAL						(181.03)
Bill P...	**ACH...**	**05/14/2020**	**CenterPoin...**	**Acct 9466040-4 Gas for...**	**10102 · General...**	
Bill	2020...	05/14/2020		Acct 9466040-4 Gas for ...	72100 · Utilities	(32.07)
TOTAL						(32.07)
Bill P...	**11137**	**05/20/2020**	**1&1 Ionos I...**	**Monthly basic fee for e...**	**10102 · General...**	
Bill	2020...	05/08/2020		Monthly basic fee for email	71903 · Comput...	(14.00)
TOTAL						(14.00)

City of El Lago
Check Detail
May 7 - 20, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill P...	**11138**	**05/20/2020**	**Admiral Gl...**	**Plexiglass for front des...**	**10102 · General...**	
Bill	1087...	05/14/2020		Plexiglass for front desk -...	70300 · Building ...	(170.00)
TOTAL						(170.00)
Bill P...	**11139**	**05/20/2020**	**AmeriWast...**	**Solid Waste removal & ...**	**10102 · General...**	
Bill	1463...	04/30/2020		Residential Solid Waste	73200 · Solid W...	(13,148.76)
				Recycling	73210 · Recycling	(1,675.08)
				Commercial Containers	73200 · Solid W...	(818.50)
TOTAL						(15,642.34)
Bill P...	**11140**	**05/20/2020**	**Franklin Le...**	**Supplement #1 to Code...**	**10102 · General...**	
Bill	2007...	04/29/2020		Supplement #1 to Code ...	71100 · Legal	(836.00)
TOTAL						(836.00)
Bill P...	**11141**	**05/20/2020**	**J Fryday C...**	**VOID: Monthly building...**	**10102 · General...**	
TOTAL						0.00
Bill P...	**11142**	**05/20/2020**	**Leslie's Po...**	**50 lb powder shock**	**10102 · General...**	
Bill	433-...	05/11/2020		50 lb powder shock	77201 · Pool Ch...	(178.19)
TOTAL						(178.19)
Bill P...	**11143**	**05/20/2020**	**Poolsure**	**liquid chlorine and acid...**	**10102 · General...**	
Bill	1412...	05/06/2020		160 gallons liquid chlorine	77201 · Pool Ch...	(280.00)
				45 gallons sulphuric acid	77201 · Pool Ch...	(157.50)
TOTAL						(437.50)
Bill P...	**11144**	**05/20/2020**	**Sam's Club**	**Annual membership fee**	**10102 · General...**	
Bill	2020...	05/01/2020		Annual membership fee	70550 · Bank Se...	(45.00)
TOTAL						(45.00)
Bill P...	**11145**	**05/20/2020**	**TXU Energy**	**Electricity**	**10102 · General...**	
Bill	0540...	05/07/2020		ESI ID 10089010100065...	72100 · Utilities	(6.12)
				ESI ID 10089010767831...	72100 · Utilities	(634.95)
				ESI ID 10089010100065...	72100 · Utilities	(94.15)
				ESI ID 10089010100065...	72100 · Utilities	(1,703.80)
				ESI ID 10089010100065...	72100 · Utilities	(16.15)
				ESI ID 10089010100065...	72100 · Utilities	(25.84)
				ESI ID 10089010100350...	72100 · Utilities	(21.64)
				ESI ID 10089010249012...	72100 · Utilities	(4.64)
				ESI ID 10089010238105...	72100 · Utilities	(8.31)
				ESI ID 10089010238129...	72100 · Utilities	(4.86)
				ESI ID 10089010238046...	72100 · Utilities	(16.12)
				ESI ID 10089010238135...	72100 · Utilities	(12.04)
				ESI ID 10089010238017...	72100 · Utilities	(6.85)
				ESI ID 10089010076206...	72100 · Utilities	(310.46)
				ESI ID 10089010076206...	72100 · Utilities	(10.30)
				ESI ID 10089010119015...	72100 · Utilities	(22.67)
				ESI ID 10089010238048...	72100 · Utilities	(13.80)

City of El Lago
Check Detail
May 7 - 20, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
				ESI ID 10089010076206...	72100 · Utilities	(4.85)
				ESI ID 10089010069005...	72100 · Utilities	(707.93)
				ESI ID 10089010229004...	77210 · Utilities-...	(338.14)
TOTAL						(3,963.62)
Bill P...	**11146**	**05/20/2020**	**Valero Flee...**	**Valero Fleet Services - ...**	**10102 · General...**	
Bill	2020...	04/30/2020		Valero Fleet Services - v...	70311 · Fuel for ...	(67.31)
TOTAL						(67.31)
Bill P...	**11147**	**05/20/2020**	**Moore IT S...**	**Set-up of new backup s...**	**10102 · General...**	
Bill	2424	05/13/2020		Set-up of new backup sy...	71902 · Comput...	(300.00)
TOTAL						(300.00)

CITY OF EL LAGO

MINUTES OF THE MAY 6, 2020
REGULAR CITY COUNCIL MEETING BY TELECONFERENCE
411 TALLOWOOD DRIVE, EL LAGO,
TEXAS 77586

1. **Call to Order** Mayor Skelton called the meeting to order at 7:01 PM.
2. **Declaration of a Quorum**
   Present: Mayor John Skelton
   Councilperson Shawn Findley
   Mayor Pro Tem Ann Vernon
   Councilperson Darin Clark
   Councilperson Jeff Michalak
   Councilperson Kris Kuehnel
3. **Citizen Comments**
   The following submitted citizen comments were read by City Secretary, Rachel Lewis:

Jeff Tave of 302 Pine View Circle – "1) Has the City been provided an investigation report of the April 2020 dog shooting event in Taylorcrest by LPD? If no, when is it expected that the investigation will be concluded and a report made available to the City? Once the investigation has been concluded with a report published, will there be a City Council agenda item where the investigation report will be discussed and the report made available to the citizenry? 2) Tennis Courts – Last Thursday, Gov Greg Abbott's stay-at-home order expired which now allows outdoor sports to be played as long as it is limited to four participants. As such, why did the City not open the City's tennis Courts on Friday, May 1st? The El Lago Men's Tennis League uses the courts for their Tuesday night doubles session which complies with the Governor's orders. a) Since those who are enrolled in the monthly payment option for Fitness Center memberships are not being charged due to the COVID-19 shutdown (and it appears all Councilmembers are now receiving their monthly $50 City Council honorarium as cash instead of the waiving of fitness center fee for those that originally chose that option), will those people who paid for an annual tennis pass receive credit for the months the courts have been closed? If this has not been considered, please consider offering a credit toward next year's renewal so that all fee-paying users of the city's fitness facilities are treated fairly & consistently. 3) Check log – check # 11129 to Rocket AC for a fan motor ($500) – which city building was involved? (if 98 Lakeshore wasn't the system recently replaced last year). If 411 Tallowood, wasn't this system refurbished within the last couple years (2017)? Why isn't the itemized credit card receipt statement for item #11130 (Wells Fargo statement $2153.48) attached? – please include it to provide transparency to Council & citizenry."

Tiffany Bachner of 711 Crestwood Drive – " 1) We moved into our house which contained no carbon monoxide detector and all smoke detector were installed incorrectly. That is why I suggest the city take charge and require all houses that are being sold to be inspected by the city for basic safety measures. It would be a great income for the city and ensure safety of the new owners. 2) We just removed two load bearing walls. Our contractor follow city guidelines and obtained a permit. Due to COVID 19 the inspection consisted of sending photos. However no photos were required during the work process. We are fortunate enough to have a good contractor but other might not be so lucky. Therefore, I believe the city inspector should request more photos during the renovation process such as electrical work."

Sheila Brown of 1851 Raintree Circle – "Dear Mayor and City Council, how many temporary trailers will be visible to citizens with the Ed White Elementary School Renovations and for how long will we be looking at them? How big will the detention pond be and will it prevent flooding? I have not found out who witnessed the dog shoot incident

with Michael O'Brien on April 13 in Taylorcrest? If you or anyone knows details can you please contact me as my neighbors continue to ask me questions."

Mayor Skelton stated that he would not comment on the dog shooting incident as it is an ongoing investigation. He reported that the tennis courts were not reopened due to concerns with vandalism and staff not currently present on site. Mayor Pro Tem Vernon said that the intension is to suspend memberships until the facilities open and staff is looking at extending the other memberships that are not reoccurring during the following year. Mayor Skelton addressed the idea for city inspections for new homes stating that he liked the idea but would like more information before it is considered. Regarding the number of temporary buildings which will be located at Ed White Elementary during the construction project, the Mayor stated he is aware that there should only be one trailer visible, however this trailer will be present for several months. The check for $500 in question was for a repair to the older unit at the 98 Lakeshore location. He also stated that an itemized Wells Fargo statement would be available for review by the public.

4. Consent Agenda City Official, Board, Commission, Committee, & City Service Report

4.1. Check Detail for checks printed from April 23, 2020 through May 6, 2020

*4.2. Minutes from the Council Meetings of March 4, 2020 and April 22, 2020***.**

Councilperson Michalak made a motion to approve and there was a second by Councilperson Clark. The vote passed unanimously by a roll call vote.

5. City Official, Board, Commission, Committee, & City Service Report

5.1. SVFD Monthly activity report – Chief Andy Gutacker reported there were six calls in April. Three were medical calls, one was a downed cable line, and one was an unintentional call. The average response time was 3 minutes and 16 seconds. Chief Gutacker reported that the staff has plenty of PPE and they have responded to calls for COVID-19 patients. Lastly, he stated that the City Floodplain Administrator asked him to review plans for the Ed White Elementary renovation and he provided information as to his concerns regarding space on the property for fire trucks to respond as well as the need for greenspace to allow for a life flight helicopter.

5.2. City Secretary Rachel Lewis to report on the current reported expenses to the state and FEMA for COVID-19. City Secretary Lewis reported that 7 businesses have returned loss surveys totaling $102,600 in losses. Tom Merchant has contacted 12 businesses regarding the need to complete the business loss surveys. The total reported for City losses was $13,823 but did not yet include the money saved due to court cancellations and the payments not necessary for judges, bailiffs, and prosecutors.

6. Mayor's Report

6.1. Mayor Skelton to report on the state of the City. Mayor Skelton reported that Clear Creek ISD is working closely with the City's Floodplain Administrator to ensure that runoff is adequate for the renovation at Ed White Elementary. The City's Fire Marshall provided concerns that fire trucks would not be able to get around all sides of the building so they are looking to remedy this. The City is not yet ready to issue permits but should soon be ready to do so for the Ed White Elementary renovation project. The work is set to begin in about 3 weeks. The Mayor stated that plans are being developed to open City Hall, the gym, tennis courts, park restrooms, pool, and pavilion with some restrictions. This will be based upon the Governor's orders and phases. Mayor Pro Tem Vernon asked if a target date of June 1st could be considered to open the pool and Mayor Skelton stated that he would agree to this however these are dates could only be plans at this time. He further stated that openings will also be based upon the comfort levels of the City staff regarding these plans. Mayor Skelton reported that he has been in weekly contact with County Judge Hidalgo and 300 masks were provided by the County to El Lago for use by the staff.

7. Council member's Reports

7.1. Mayor Pro Tem Vernon to report on the street and sidewalk repair schedule. Mayor Pro Tem Vernon reported that the project located at Huntercrest and Crestwood is ongoing, however she received the quote for the repair and is waiting for a response from WCID 50 as to the amount they will pay.

7.2. Councilperson Findley report

7.2.1. El Lago Dorados Swim Schedule and plans for the upcoming season. Councilperson Findley stated that the Clear Creek Swim League is trying to determine the readiness for each team to participate this season. He stated that the Dorados need information about when the City pool will be available. Mayor Pro Tem Vernon stated that the City is seeking lifeguards and they will need to be trained. City Secretary Lewis stated that there will be

restrictions on the occupancy allowed in the pool so that must also be determined. Once allowed to open the pool, the occupancy can only be at 25% until further notice.

7.2.2. Update on Ed White Elementary remodel regarding the Floodplain Administrator review. Councilperson Findley reported that the plans are moving along well. All plans are in process and CCISD is cooperating with changes that are required.

7.2.3. Hazardous Waste Day for the City. Due to COVID-19, communications have stopped regarding plans however it is inexpensive and possible, so he will continue to move forward to set a Hazardous Waste Day in the City.

8. Old Business

8.1. Consider/Approve the Third Amended Congestion Mitigation Traffic Management Agreement between the Metropolitan Transit Authority of Harris County and the City of El Lago. Mayor Pro Tem Vernon contacted METRO about the advantage to signing the agreement since there are currently 5 years remaining on the current agreement. She stated she did not hear back from the METRO attorney. She recommended that nothing be done on this agreement. Mayor Pro Tem Vernon made a motion to postpone indefinitely and a second was provided by Councilperson Michalak. The vote by roll call was unanimous to postpone.

8.2. Consider/Approve request and agreement by Chris Hoffman to use the City tennis courts, Event Room, and pool for his summer tennis camps. Mayor Pro Tem Vernon went over the proposed agreement. It included that both a Camp Director and Assistant Director must be older than 21 years of age. Leaders must accompany all groups and 10% of the net profit from the camp will go to the City. All City facilities must be left as they were found. She recommended that Mr. Hoffman be contacted to discuss the possibility of 5% of gross profit be agreed upon rather than 10% of the net profit since this is an easier way to figure costs. She stated that this isn't to increase the amount to the City but rather an easier way to account for the income. Mayor Pro Tem Vernon made a motion to approve the agreement with the exception of striking the reference to Exhibit B in item 2 and submitting the agreement to the City Attorney for review before presenting it to Mr. Hoffman. A second was provided by Councilperson Kuehnel. Mayor Pro Tem Vernon amended the motion to include that compensation be agreed upon by Chris Hoffman. Councilperson Clark seconded. The vote was unanimous to approve the amended motion by roll call. Mayor Skelton called for a vote on the original motion. The vote passed unanimously by roll call.

9. New Business

9.1. Consider/Approve the 2nd quarter financial report for the City for FY2020. Mayor Pro Tem Vernon went over the 2nd quarter financial report. The overall average was at 77% for incomes and 48% for expenses. There was no opposition to not voting to approve since this was an informational item for Council and no approval was necessary.

9.2. Consider/Approve Ordinance 469 renewing the Mayor's local disaster declaration dated May 4, 2020, for a period of seven additional days. Mayor Pro Tem Vernon made a motion to approve and there was a second by Councilperson Clark. The motion passed unanimously by roll call.

10. Future Agenda Items

Scheduled	Not Scheduled
Masonry fence behind Loch Lake	*Amend the Personnel Manual*

11. Adjournment – There being no further business the Mayor adjourned the meeting at 8:41 P.M.

ATTEST:

_____ _____

John Skelton
Mayor

Rachel Lewis
City Secretary

Alex DeLeon (citymaintenance@ellago-tx.gov)

From: Tino's Pool Plastering [quickbooks@notification.intuit.com]
Sent: Friday, November 08, 2019 3:56 PM
To: cityclerk@ellago-tx.gov; citymaintenance@ellago-tx.gov
Subject: Estimate 1108-03 from Tino's Pool Plastering
Attachments: tino_new_r.pdf; Estimate_110803_from_Tinos_Pool_Plastering.pdf

Dear City of El Lago,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Tino's Pool Plastering

---------- Estimate ----------

2011 Dorothy St
Pasadena, TX 77502 US

Estimate #: 1108-03
Date: 11/08/2019
Exp. Date:
$33,630.00

Address:

City of El Lago
411 Tallowood Dr.
El Lago, TX 77586

Service	Description	Qty	Rate	Amount
Deck:	SprayAny Color	1	21,420.00	21,420.00
Deck:	Sprayany color on splash deck	1	4,320.00	4,320.00
Deck:	Deck around splash deck	1	790.00	790.00
Deck:	Deck around pool	1	1,720.00	1,720.00
Deck:	Deck on deck	1	5,130.00	5,130.00
Replace	3 copings	1	250.00	250.00

Total: $33,630.00

Custom Pools by Sullivan
Pools by Sullivan. LLC
1411 Eagle Falls
Friendswood, TX 77546
281-993-0582, Cell-281-844-1285

City of El Lago Community Pool
411 Tallowood Dr.
El Lago, TX. 77586

POOL DECK AND SPLASH PAD RENOVATION

Pool Decking 7,000 SQ. FT. **$ 38,400.00**
Grind off Old Texture, Clean, Re-Texture & Re-Spray Deck (any color)
Including Splash Pad
Remove Old Expansion Joints in Decking, around Pool and Splash Pad
Replace with New Deck-O-Seal

One Year Warranty on Decking Color

BULLION COATINGS' COMMERCIAL PURCHASE AGREEMENT

(Note: This document is ONLY a proposal until executed by both parties)

18065 West Little York · Katy, Texas 77449-7235 · Phone (281) 859-4696 · Fax (281) 859-4698

CUSTOMER ("Customer"): El Lago City Hall — Workorder # 19- 107480

ADDRESS OF CUSTOMER: 411 Tallwood, El Lago, TX, 77058

JOB SITE PROPERTY ADDRESS ("Property"): 411 Tallwood, El Lago, TX, 77058 — KEYMAP:

PHONE: (281) 723-8783 — MOBILE: — DATE: 8/15/19

FAX: — EMAIL: citymaintenance@ellago-tx.gov CityClerk@ElLago-TX.gov

Payment for "Work" as detailed below to be made as follows:

Contract Amount (subject to sub-deck adjustment)	$ 44,850
Tax for Commercial Remodel Unless Tax Certificate Provided	$ 3,700.13
Total Contract Amount (Subject to sub-deck adjustment)	$ 48,550.13
Down Payment Submitted with Signed Contract	$ 24,275.07
Final Payment Due Upon Completion of the Work	$ 24,275.06

SPECIFICATIONS

Area	Code	Pool Deck	Code	Splash Pad	Code		Code	
Application		Classic Texture		Color Seal				
Sq./Linear Ft.		5200 SF $20,800		1300 SF $3,250				
Existing Base		Classic Texture						
First Color		Bone White						
Topping Removal (level 2)		5200 SF $10,400						
Extra Base Coat		5200 SF $5,200						
Custom Scoreline		5200 SF $5,200						
Grand Totals		$41,600		$3,250				

Special Instructions:

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE OF THIS PURCHASE AGREEMENT IS EXECUTED BY CUSTOMER. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. FURTHER, BY EXECUTING THIS PURCHASE AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE AUTHORIZED TO SIGN ON BEHALF OF CUSTOMER AND FURTHER AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS PURCHASE AGREEMENT.

GULF COAST DECKING, INC. D/B/A BULLION COATINGS	CUSTOMER	CUSTOMER
By: Will	By:	By:
Title: Sales	Title:	Title:
Date:	Date:	Date:

TERMS AND CONDITIONS

These Terms and Conditions (the "Terms and Conditions") on the front and rear of this Commercial Purchase Agreement ("Agreement") are incorporated by reference into this Agreement by and between Gulf Coast Decking d/b/a Bullion Coatings ("Bullion Coatings") and Customer. Capitalized terms used herein but not defined, shall have the meaning ascribed to in this Agreement.

1. **OBLIGATIONS OF CUSTOMER.** If Customer authorized access to adjacent properties for Bullion Coatings' use during construction, Customer is required to obtain permission from the owner(s) of adjacent properties for such use, and Customer agrees to be responsible and to hold Bullion Coatings harmless from any risks in any way related or associated with such access or use of same. Customer is required at his expense to do all acts necessary, and to meet all conditions necessary, to allow Bullion Coatings to complete the work as provided in this Agreement, including, but not limited to, providing air conditioning, water, power, utilities and/or other necessary climate conditions as requested by Bullion Coatings. Customer shall further remove and replace all personal property in the area where the Work is to be performed. Customer has directed the location and style of the improvements as reflected in this Agreement. Customer acknowledges and agrees that there shall be no liability on the part of Bullion Coatings for incorrect location of the improvements, if such items are located in accordance with this Purchase Agreement, or for encroachment or interference thereby upon the property, easements or rights of any third parties. Customer is solely responsible for acquiring any necessary variances, Landlord approval or homeowner's association approval and is further required to pay for any required applications, permits or fees prior to Customer's request for Bullion Coatings to perform the Work. All drainage in and around the improvements are to be provided by Customer and is to meet all city, county, or other governmental requirements. Customer agrees to make all payments called for by the Agreement on time, even though repairs under this Agreement may have been scheduled but not yet performed. All payments must be received within three (3) days from the time due. All payments not paid as required by this Agreement or which are withheld from Bullion Coatings shall allow Bullion Coatings, in its sole discretion, to cease all work on the Property until payment is received. If completion of the improvements are delayed by causes under Customer's control (including non-payment) for a period of more than thirty (30) days, Customer agrees to pay the increased labor and material, and equipment cost resulting from Customer's delay. Bullion Coatings retains title to all equipment until all payments are made as required by this Agreement. If all payments are not paid in accordance with this Agreement, Customer agrees that Bullion Coatings or its employees, without notice to Customer, may enter Customer's premises and repossess any equipment and accessories included in this Agreement and will apply the value of said equipment whatsoever on account of such repossession, save and except equipment damaged by Customer. Approval of work by Customer or an inspecting government agency shall be deemed to be completion of that work in a good and workmanlike manner. All payments are due in accordance with the above payment schedule. Failure to adhere to the payment schedule will result in delays. If the amounts shown above are not paid within fifteen (15) days from the due date, Customer agrees to pay interest in the amount of 1.5% monthly or 18% per annum on all unpaid amounts or the maximum rate allowed by law. In the event any payments are not timely made, Bullion Coatings reserves the right, in its sole discretion, to cease work on the Property until such time as the requisite payment(s) is/are made or terminate this Agreement.

2. **REPRESENTATIONS OF CUSTOMER.** Unless otherwise specifically provided in this Agreement, Bullion Coatings has entered into this Agreement based upon the following assumptions of facts and warranties of Customer:

a. That Customer is the record owner of the Property on which the Work is to be performed or has a contract with the record owner(s) of the Property that permits the Customer to Subcontract with Bullion Coatings for the Work and Customer will provide adequate access to the Property or through adjacent property for Bullion Coatings' normal construction equipment to do the Work, at no cost and without liability to Bullion Coatings.

b. That there are no defects or unusual conditions in the area where the Work is to be performed, including, but not limited to, areas susceptible to water damage from pressure spray on or around exterior surfaces, doorways or windows, boulders, cesspools, septic tanks, gas lines, water pipes, sewer pipes, drain pipes, irrigation pipes, underground electrical conduit or other underground obstructions, which would require blasting, jack-hammer work, larger than normal excavation equipment or which would otherwise require work and give rise to costs in excess of what would normally be required.

If any of the foregoing assumptions of fact are not true, Bullion Coatings may, at its option, terminate this Agreement with no further liability to either Customer or Bullion Coatings, and Customer shall pay the actual cost of labor, materials, equipment, and permits already furnished and required to restore the premises. Alternatively, the parties may, by mutual agreement in writing, amend this Agreement to deal with such event.

3. **OBLIGATIONS OF BULLION COATINGS.** Bullion Coatings will carry general liability insurance and worker's compensation insurance. Bullion Coatings is not responsible for damage to improvements and appurtenances located in or reasonably adjacent to the are where the Work is performed, including but not limited to such items as curbs, sidewalks, driveways, patios, lawns, shrubs and sprinkler systems. The parties agree that Bullion Coatings shall have substantially completed performance in a good and workmanlike manner if all final surface dimensions are within 5% of the specified surface dimensions called for in this Agreement. Substantial completion occurs when 95% of the Work has been completed. Bullion Coatings does not guaranty completion of the Work included within this Agreement by any specific date.

TERMS AND CONDITIONS (CONTINUED)

4. **LIMITED WARRANTY**. Upon Bullion Coatings' receipt of all payments required by this Agreement and Customer's full compliance with all terms of this Agreement, Bullion Coatings warrants its work to the Customer and original end-user to be free from defects in material and workmanship that results in bond failure for a period of two (2) years, commencing from the date of substantial completion of the Work. The Customer/Original end-user must notify Bullion Coatings in writing of any claimed defect within two (2) years of the date that the Work was substantially completed and Bullion Coatings will remedy all covered defects by, at its option, repairing or replacing the defective Work. Following the expiration of two (2) years, and until the fifth (5th) anniversary of the date of substantial completion, Bullion Coatings will repair or replace covered defects on a proportional basis, calculated by date, provided that the Customer/Original end-user pays in advance for the portion of the Work not covered by this Limited Warranty. In the event Bullion Coatings installs walks and decking, said walks and decking are not warranted against cracking, chipping, settling, settlement cracks or discolorations. If Customer has work performed by others on any Work covered by this Agreement, Bullion Coatings does not warrant such work and Bullion Coatings shall not be held liable for such work or for loss or damages which may result therefrom. Customer shall notify Bullion Coatings of any alleged defects or breach of the above warranty within a reasonable time after discovery, but in no event later than fifteen (15) days after discovery; such notice shall be sent to Bullion Coatings in writing at its address set forth herein. The above warranties are effective only if Customer has complied with all Terms and Conditions, payments and other provisions of this Agreement. No repair or replacement by Bullion Coatings will extend this Limited Warranty Defects or failures resulting from mistreatment or neglect by Customer will not be repaired or serviced by Bullion Coatings unless Customer agrees to pay Bullion Coatings for the expense associated with making such repairs or performing such service. The sole and exclusive remedy of the Customer and the obligation of Bullion Coatings for the matters set forth herein whether on warranty, contract, negligence or strict liability, is the repair of the defect. Bullion Coatings shall in no event be liable for special or consequential damages. The warranties provided herein are not assignable or transferable by Customer without the express written consent of Bullion Coatings, which may be withheld in its sole discretion. Further, the warranties herein become void: if the improvements are damaged by reason of any earth or fill ground movement; or if there is a transfer or change of ownership of the Property. **EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE DECKING AND ALL IMPROVEMENTS PROVIDED BY BULLION COATINGS ON THE PROPERTY, AND BULLION COATINGS HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATIONS, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BULLION COATINGS' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD-PARTY, WHETHER IN AGREEMENT, UNDER ANY WARRANTY, IN TORT, IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE TOTAL PURCHASE PRICE ACTUALLY PAID BY CUSTOMER TO BULLION COATINGS FOR THE WORK PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE WARRANTY AND ITS ACCOMPANYING LIMITATIONS SET FORTH IN THIS SECTION 3 OF THESE TERMS AND CONDITIONS AND BY CUSTOMER'S INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS. IF CUSTOMER IS NOT THE RECORD OWNER OF THE PROPERTY, THEN CUSTOMER SHALL INDEMNIFY BULLION COATINGS FOR ALL LOSS, COSTS OR EXPENSES ARISING OUT OF CLAIMS BY THE RECORD OWNER THAT WOULD HAVE BEEN LIMITED UNDER THE WARRANTY PROVIDED HEREIN.**

_____ _____

CUSTOMER **CUSTOMER**

5. **FORCE MAJEURE**. Bullion Coatings shall not be liable for any failure to deliver or complete the Work when such failure or delay shall be caused (directly or indirectly) by fire: flood, accident, explosion, equipment or machinery breakdown, sabotage, strike or any labor disturbance (regardless of the reasonableness of the demands of labor), civil commotions riots, invasions, wars (present or future), acts, restraints, requisitions, regulations or directions of Government; voluntary or mandatory compliance by Bullion Coatings with any request of the United States Government; shortage of labor, fuel, power or raw materials, inability to obtain supplies; failures of normal sources of supplies; inability to obtain or delays of transportation facilities, any act of God; any act of Customer; or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of Bullion Coatings.

6. **COMPATIBILITY/ANTI-SLIP**. Compatibility of any sub-deck involved cannot be determined until the existing deck, if any, is removed. For example, coatings cannot be installed over epoxy, rock, brick, tile, carpet, flagstone and other flooring types. Should such incompatability be discovered upon the removal of any existing deck, as solely determined by Bullion Coatings, Customer shall, and Customer fails to select option (a), (b) or (c) listed below within forthy-eighty (48) hours of being informed of such incompatibility, then this Agreement shall automatically terminated, in which event Bullion Coatings shall be entitled to retain the entire down payment and shall not be required to restore the deck to its condition before Bullion Coating's removal of any portion of same. Customer may (a) terminate this Agreement; (b) accept Bullion Coatings' estimate for sub-deck installation and immediately tender payment for same; or (c) install a compatibile sub-deck within a reasonable time specified by Bullion Coatings. Should this Agreement involve anti-slip materials, please be advised that such finished surfaces will be slip resistant for a period of time that is dependent on factors such as traffic patterns, care and maintenance, weather, sun and shade exposure. Bullion Coatings disclaims any warranty or represenation that the anti-slip products results in a surface that is "slip proof". Further, should this Agreement involve mold/mildew resistant materials or fungicides, please be advised that such finished surfaces will be mold/mildew resistant for a period of time that is dependent on factors such as traffic patterns, care and maintenance, weather, sun and shade exposure. Bullion Coatings disclaims any warranty or represenation that the mold/mildew material results in a surface that is "mold/mildew proof".

7. **DAMAGE TO WORK**. In the event work already performed by Bullion Coatings is damaged by any cause beyond Bullion Coatings' control and Customer elects to cancel the work or the work is ordered terminated by public authority, Bullion Coatings shall still be paid for the work completed in the amount agreed to in writing for such work, or if not so agreed, Bullion Coatings' costs for such labor and materials plus 20% of such costs. If the work is not cancelled or ordered terminated, all work necessary to replace work already performed shall be considered additional work to be paid for by the Customer in accordance with the preceding sentence. While Bullion Coatings is performing its Work on the Property, Customer agrees to protect the Work from sprinkler damage, pets, vandalism, and traffic of any kind.

8. **ARBITRATION**. Bullion Coatings and Customer agree that except for claims arising under Section 10 of these Terms and Conditions, any and all conflicts, claims, actions, proceedings, causes of action or disputes relating in any way to the validity, performance, interpretation and /or enforcement of this Agreement shall be subject to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Each party has had the opportunity to consult their attorney regarding their rights under binding arbitration and has agreed to submit themselves and any claim that they may have to that process and recognize and affirm that an award under binding arbitration will be fully enforceable and may be submitted to a court and converted into a final judgment or order of that court. Each party agrees to be bound by and for the claims to be submitted through the American Arbitration Association pursuant to its rules and regulations as published by that Association.

9. **CONFIDENTIALITY**. In the event of any conflicts, claims, actions, proceedings, causes of action or disputes amongst the parties, Customer agrees that this Agreement is confidential and that Customer shall not disclose any information regarding the terms hereof, performance hereunder, or the nature of such conflicts, claims, actions, proceedings, causes of action or disputes to any third parties without Bullion Coatings' written consent. As used herein "disclose" includes, without limitation, any statements, messages, comments, or opinions, whether oral, written or electronic (including but not limited to, web posts, blog posts message-board posts, or similar types of postings on the internet) that in any way relate or refer to Bullion Coatings or the terms of this Agreement. The foregoing confidentiality shall not preclude Customer from disclosure to attorneys, prospective lenders, consultants, or accountants as may be required in connection with the transactions contemplated hereby. Customer acknowledges that any breach of this provision will result in irreparable and continuing damage to Bullion Coatings and, therefore, in addition to any other remedy which may be afforded by law, any breach or threatened breach of this provision may be prohibited by restraining order and/or injunction or any other equitable remedies of any court of competent jurisdiction. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any right, remedies or benefits which either party may otherwise have by contract or by law.

10. **MISCELLANEOUS**.

a. Assignability. Bullion Coatings may assign or subcontract all or any part of the work to be performed under this Agreement. In the event of an assignment or subcontract, the assignee or subcontractor shall comply with the terms of this Agreement. Any work done by an assignee or subcontractor shall be warrantied by the assignee or subcontractor as required hereunder. Customer agrees to look solely to the assignee or subcontractor in such case for any warranty claim arising from such work.

b. Renegotiation. In the Work under this Agreement has not begun on the Property within sixty (60) days from the execution of this Agreement by Customer, and Bullion Coatings has elected not to terminate the Agreement, Bullion Coatings has the exclusive right to re-negotiate, in good faith, the costs associated with completing the improvements. Should Customer not agree to re-negotiate the Agreement or the new costs provided by Bullion Coatings, then Bullion Coatings may unilaterally terminate the Agreement without any liability to Customer.

c. Default/Attorney's Fees. In the event of breach or default by Customer of any provision of this Agreement, Customer agrees to pay all costs, expenses and damages incurred by Bullion Coatings associated with such breach or default, including, but not limited to, attorneys' fees and interest as provided for herein. Further, reasonable attorneys' fees shall be awarded to the prevailing party in any action brought under this Agreement.

d. Binding Effect. The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns. Further, a copy of this Agreement must be provided by Customer to any person or entity that purchases the Property following the execution of this Agreement and all limitations of liability with respect to Bullion Coatings shall be specifically incorporated into any sales contract for the Property. Should Customer fail to provide any subsequent owner or purchaser of the Property with this Agreement and any future claims are made against Bullion Coatings, Customer agrees to indemnify, defend Bullion Coatings against any and all such claims. With respect to subsequent owners or purchasers of the Property, all warranties are limited as stated in Paragraph 3 hereinabove.

e. Waiver. A party's failure to insist on compliance or enforcement of any provision of the Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of the Agreement by that party or any other party.

f. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

g. Construction. The language used in the Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

h. Entire Agreement. The parties hereto expressly acknowledge that the Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and that unless otherwise provided in the Agreement, any other agreements or to such matters are hereby superseded and revoked. Further, Customer specifically acknowledges that there were not other verbal representations or agreements made to them by Bullion Coatings and/or any agent, representative or employee of Bullion Coatings that is not included in this Agreement. Customer is relying solely on the terms of this Agreement. Note, the headings in the Agreement are inserted for convenience only and are not a part of the Agreement.

i. Amendment. The Agreement shall not be modified or amended except by means of a written document signed by all parties. Any written modification shall be in the form of a change order. In the event Bullion Coatings fails to acquire an executed change order from Customer for any modification or amendment to this Agreement, Customer shall still remain responsible for the costs of any and all modification or amendments performed by Bullion Coatings.

ACKNOWLEDGMENT PURSUANT TO MAGNUSON-MOSS FEDERAL WARRANTY ACT: CUSTOMER ACKNOWLEDGES THAT THE SALES REPRESENTATIVE FOR BULLION COATINGS HAS ORALLY INFORMED CUSTOMER THAT HE HAS COPIES IN A BINDER OF THE WARRANTIES FOR THE EQUIPMENT BEING SOLD PURSUANT TO THIS AGREEMENT. CUSTOMER ALSO ACKNOWLEDGES THAT HE HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE WARRANTIES AT ANY TIME DURING THE SALES PRESENTATION.

WAIVER OF CONSUMER RIGHTS AFTER CONSULTING WITH AN ATTORNEY OF MY OWN SELECTION, CUSTOMER VOLUNTARILY WAIVES ITS RIGHTS AGAINST BULLION COATINGS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, *et seq.*, TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.

DISCLOSURES

NOTICE OF CANCELLATION
(_____, 20__)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO GULF COAST DECKING, INC. D/B/A BULLION COATINGS, AT _____ NOT LATER THAN MIDNIGHT OF _____, 20__.

_____I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER(S)

By: _____ **By:** _____

Title: _____ **Title:** _____

Date:_____ **Date:**_____

Estimate

1908-0611-2447
2019-08-07

Concrete Technology Incorporated

Concrete Technology Inc. of Southeast Texas
400 Lakeshore Dr.
El Lago Texas 77586
info@concrete-setx.com
281-694-4311

City of El Lago - Derrell Means
411 Tallowood Dr
El Lago Texas 77586
citymaintenance@ellago-tx.gov
281-326-1951

El Lago - Hallmark Pooldeck $35,250
Has overlay

CTI

Description	*Unit Price*	*Quantity*	*Total*
Hallmark Series- Carved **Colors:** To Be Determined			
skim -			
main spray -			
Highlight 1 -			
Highlight 2 -			
Highlight 3 -			
Sealer - CTI Series 150 clear			
Patterns - Recarve pattern around cracks. Carve in pattern where some places have 'real' cracks (saves on cost of Crackweld process) • expansion joints will be recut - they must stay open • mechanical joints will be taped over during skim - to leave a small area to move	$5.50	4980.00	$27,390.00

Feature & Benefits

Ideal for pool decks, driveways, patios & walkways

Stain resistant

Mold and mildew resistant

Salt resistant

Freeze thaw resistant

Up to 40 % cooler than concrete (color dependent)

Twice the strength of concrete

Endless designs, patterns and color options

Preparation

Description	*Unit Price*	*Quantity*	*Total*
Preparation - grinding off prior coating *priced per sq/ft Prior coating must be ground down to the concrete in order for coating to adhere. - Walk behind grinder - 150 to 200 sq/ft per hour • Hand grinder - 75 to 100 sq/ft per hour	$1.50	4980.00	$7,470.00
Preparation - Reseal Damaged Joints. This can be done for the most damaged joints. If you want to wait and have all of them done so that they can look consistent then that can be done at a later time. Use of 'Slabgasket' is best for permanent fix but that costs more.. To fix wide joints Grind out present material and make transitions smooth - fill all joints with self-leveling material	$65.00	6.00	$390.00

Subtotal	$35,250.00
Tax	$0.00
Total	$35,250.00

Estimate

1908-0612-0254
2019-08-07

Concrete Technology Inc. of Southeast Texas
400 Lakeshore Dr.
El Lago Texas 77586
info@concrete-setx.com
281-694-4311

City of El Lago - Derrell Means
411 Tallowood Dr
El Lago Texas 77586
citymaintenance@ellago-tx.gov
281-326-1951

El Lago - Hallmark Splashpad $ 9747.50
→ has skimcoat/overlay

CTI

Description	Unit Price	Quantity	Total
Hallmark Series **Colors:** Blue skim - main spray - Highlight 1 - Highlight 2 - Highlight 3 - Sealer - CTI Series 150 clear Patterns - No pattern • mechanical joints will be taped over during skim - to leave a small area to move	$5.00	1475.00	$7,375.00

Feature & Benefits

Ideal for pool decks, driveways, patios & walkways

Stain resistant

Mold and mildew resistant

Salt resistant

Freeze thaw resistant

Up to 40 % cooler than concrete (color dependent)

Twice the strength of concrete

Endless designs, patterns and color options

Preparation

Description	Unit Price	Quantity	Total

Preparation - grinding off prior coating *priced per sq/ft Prior coating must be ground down to the concrete in order for coating to adhere. - Walk behind grinder - 150 to 200 sq/ft per hour • Hand grinder - 75 to 100 sq/ft per hour	$1.50	1475.00	$2,212.50
Crack Repair - Concrete Mender Concrete Mender is a high-penetration two-part hybrid urethane that combines with sand to form a tough instant polymer concrete. This nearly water thin formula is designed to break the surface tension of concrete thus creating extremely high bond strengths and permanent repairs. Concrete Mender produces polymer concrete repairs that absorb the shock of heavy traffic without cracking or disbonding. It is highly chemically resistant and can be applied in a wide range of temperatures. It is excellent for industrial floor repairs subject to forklift traffic and harsh conditions. Uses: Repairing hairline cracks or larger, where future movement is not anticipated. Restoring integrity to distressed concrete. Connecting broken slabs. Repairing moving slabs. Repairing spalls and pop-outs in concrete. Securing bolts, equipment, or railings into concrete. Vertical repairs when combined with specified sand. Repairing concrete surface imperfections prior to coating. Features: Extremely low viscosity allows deep penetration into concrete. All material is self-mixed and delivered at the point of application. No messy pot-mixing or wasted product. When combined with manufactured sand, Concrete Mender will form a tough 4500 psi polymer concrete with similar properties to existing concrete that will stay pliable over time. Safe to use. Materials react quickly with very low odor. Self-leveling or may be combined with sand and worked with a trowel. Completely cures in 10 minutes after application at 70° F. Will also cure rapidly in subzero environments. Benefits: Long lasting repairs that accommodate harsh physical	$8.00	20.00 Linear Feet	$160.00

environments.

Easy preparation, a wire brush is all that is needed in most cases.

No downtime, repairs are fully ready for traffic in approximately 10 minutes from application.

Very low odor, can be used in a wide range of indoor areas.

Subtotal	$9,747.50
Tax	$0.00
Total	$9,747.50

Estimate

1908-0712-2101
2019-08-07

Concrete Technology Inc. of Southeast Texas
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El Lago Texas 77586
info@concrete-setx.com
281-694-4311

City of El Lago - Derrell Means
411 Tallowood Dr
El Lago Texas 77586
citymaintenance@ellago-tx.gov
281-326-1951

~~El Lago - Designer's Choice Pooldeck~~ 22,800

No Overlay - Like you have now

CTI

Description	*Unit Price*	*Quantity*	*Total*
Designer's Choice - Carved Color to be determined Sealer - Series 150 Color: Patterns: Carved flagstone Will cut open other cracks to match. (or can fix cracks but will add to cost) Texture: knock down or spray texture • mechanical joints will be taped over - to leave a small area to move **Feature & Benefits** Twice the strength of conventional concrete Easy to maintain Freeze/thaw resistant Heat resistant Fade resistant Salt & chemical resistant **Ideal For:** Pool Decks Patios Driveways Sidewalks	$3.00	4980.00	$14,940.00

Preparation

Description	*Unit Price*	*Quantity*	*Total*
Preparation - grinding off prior coating *priced per sq/ft Prior coating must be ground down to the concrete in order for coating to adhere. - Walk behind grinder -	$1.50	4980.00	$7,470.00

150 to 200 sq/ft per hour

- Hand grinder - 75 to 100 sq/ft per hour

<u>Preparation - Reseal Damaged Joints.</u> This can be re-done for those joints that are damaged the most. But you can also wait and have all of them re-done at once so that they are consistent. grind all transitions smooth • fill and recut all expansion joints	$65.00	6.00	$390.00

Subtotal	$22,800.00
Tax	$0.00
Total	$22,800.00

Concrete Technology Incorporated

Estimate

1908-0712-3150
2019-08-07

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El Lago Texas 77586
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411 Tallowood Dr
El Lago Texas 77586
citymaintenance@ellago-tx.gov
281-326-1951

El Lago - Designer's Choice Splashpad 6797.50

* No overlay coating – Like you have now

Preparation

Description	Unit Price	Quantity	Total
Preparation - grinding off prior coating *priced per sq/ft Prior coating must be ground down to the concrete in order for coating to adhere. - Walk behind grinder - 150 to 200 sq/ft per hour • Hand grinder - 75 to 100 sq/ft per hour	$1.50	1475.00	$2,212.50
Crack Repair - Concrete Mender Concrete Mender is a high-penetration two-part hybrid urethane that combines with sand to form a tough instant polymer concrete. This nearly water thin formula is designed to break the surface tension of concrete thus creating extremely high bond strengths and permanent repairs. Concrete Mender produces polymer concrete repairs that absorb the shock of heavy traffic without cracking or disbonding. It is highly chemically resistant and can be applied in a wide range of temperatures. It is excellent for industrial floor repairs subject to forklift traffic and harsh conditions. Uses: Repairing hairline cracks or larger, where future movement is not anticipated. Restoring integrity to distressed concrete. Connecting broken slabs. Repairing moving slabs. Repairing spalls and pop-outs in concrete. Securing bolts, equipment, or railings into concrete. Vertical repairs when combined with specified sand. Repairing concrete surface imperfections prior to coating. Features:	$8.00	20.00 Linear Feet	$160.00

Extremely low viscosity allows deep penetration into concrete.

All material is self-mixed and delivered at the point of application.

No messy pot-mixing or wasted product.

When combined with manufactured sand, Concrete Mender will form a tough 4500 psi polymer concrete with similar properties to existing concrete that will stay pliable over time.

Safe to use. Materials react quickly with very low odor.

Self-leveling or may be combined with sand and worked with a trowel.

Completely cures in 10 minutes after application at 70° F. Will also cure rapidly in subzero environments.

Benefits:

Long lasting repairs that accommodate harsh physical environments.

Easy preparation, a wire brush is all that is needed in most cases.

No downtime, repairs are fully ready for traffic in approximately 10 minutes from application.

Very low odor, can be used in a wide range of indoor areas.

CTI

Description	*Unit Price*	*Quantity*	*Total*
El Lago Designer's Choice- Splashpad Color - Blue Sealer - Series 150 Color: Patterns: no patterns Texture: knock down or spray texture **Feature & Benefits** Twice the strength of conventional concrete Easy to maintain Freeze/thaw resistant Heat resistant Fade resistant Salt & chemical resistant **Ideal For:** Pool Decks	$3.00	1475.00	$4,425.00

Patios

Driveways

Sidewalks

Subtotal	$6,797.50
Tax	$0.00
Total	$6,797.50

RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY OF EL LAGO, TEXAS AUTHORIZING THE ADOPTION OF THE HARRIS COUNTY MULTI-HAZARD MITIGATION ACTION PLAN UPDATE

* * * * * * *

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

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

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

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

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

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

Section 1. The City Council hereby adopts all of Volume I and the Introduction, Chapter 6 – the City of El Lago jurisdictional annex and the appendices to Volume II of the Harris County Multi-Hazard Mitigation Action Plan ("the HMP").

Section 2. The City will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified and will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.

Section 3. The City will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP and will help to promote and support the mitigation successes of all HMP Planning Partners.

PASSED, APPROVED AND ADOPTED this the 20th day of May, 2020.

_____

JOHN SKELTON
Mayor
City of El Lago, Texas

ATTEST:

_____

Rachel Lewis
City Secretary
City of El Lago, Texas

6. City of El Lago

6.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact
Thomas Merchant, EMC
315 Oak View Circle
El Lago, Texas 77586
Telephone: 281-682-3670
e-mail Address: tmerchant2@comcast.net

Alternate Point of Contact
Art Richard, Assistant EMC
622 Bayview
El Lago, Texas 77586
Telephone: 281-326-3348
e-mail Address: zartadd@aol.com

6.2 JURISDICTION PROFILE

6.2.1 Location

The City of El Lago, Texas is in the southeast part of Harris County. The current boundaries generally extend from Taylor Lake on the west to the City of Seabrook on the east, and from Clear Lake on the south to Seabrook on the north. According to the United States Census Bureau, the city encompasses an area of 0.7 square miles (0.6 square miles of land and 0.1 square miles of water).

City emergency services are provided under contract by the Lakeview Police Department, Seabrook Volunteer Fire Department and the Nassau Bay Emergency Medical Service. Water and sewer services are provided by Water Control and Improvement District #50 (WCID 50).

6.2.2 History

The City of El Lago was incorporated in March of 1961 as a Type-A-General Law city operation under a Mayor-City Council form of government. Residential growth was largely due to the aerospace industry, where many astronauts resided. The growth occurred in four sections and now includes an estimated population of 2700, with approximately 1100 single family dwellings, some duplexes and apartment buildings. Within the city limits there are several small businesses mostly retail and food, one boat yard, two elementary schools and one assisted living center.

6.2.3 Climate

The climate of the City of El Lago is typical of southeast Texas, hot humid summers with cool and wet winters. Freezing weather can occur. Average annual rain fall is 45”. Prevailing winds are from the southeast.

6.2.4 Governing Body Format

The City of El Lago is governed by a Mayor and five-member City Council (all of which are part time volunteers). City employees include a City Secretary, City Clerk, Court Administrator, and Maintenance Director and an additional maintenance employee.

The Mayor and City Council assumes responsibility for the adoption of this plan; The Mayor and City Council also will oversee its implementation. Development of this annex was carried out by the members of the local mitigation planning team, whose members are listed in Table 6-1.

Table 6-1. Local Mitigation Planning Team Members

Name	Title
Darin Clark	Member City council
Bob Kosar	Flood Plain Administrator
Jarret LaRochelle	Planning Team Member
Doris DeVries	Planning Team Member

6.3 CURRENT TRENDS

6.3.1 Population

According to the U.S. Census Bureau, the population of the city of El Lago as of December of 2016 was 2,751. Since 1970, the population has grown at an average annual rate of 1.7%. Between those years the population in 1980 had grown by 35.6%, in 1990 an additional 4.5% with declines of 5.9% in 2000 and 12.0% 2010. This last decline can be attributed to the demolition of the Landing Condos, which were heavily damaged by Hurricane Ike.

6.3.2 Development

There is minimal anticipated residential development due to the City's residential space being 99+% already built out. A low to moderate increase in commercial development is expected with a few commercial properties available for new construction. Table 6-2 summarizes development trends in the performance period since the preparation of the previous hazard mitigation plan, as well as expected future development trends.

6.4 CAPABILITY ASSESSMENT

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

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

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

Table 6-2. Recent and Expected Future Development Trends

Criterion	Response
Has your jurisdiction annexed any land since the preparation of the previous hazard mitigation plan? • **If yes, give the estimated area annexed and estimated number of parcels or structures.**	No
Is your jurisdiction expected to annex any areas during the performance period of this plan? • **If yes, describe land areas and dominant uses.** • **If yes, who currently has permitting authority over these areas?**	No
Are any areas targeted for development or major redevelopment in the next five years? • **If yes, briefly describe, including whether any of the areas are in known hazard risk areas**	Yes The following are in known hazard risk areas: • Condominium development previously called The Landing • Northwest corner of Bayou View/Nasa 1 (currently vacant) • Five-to ten homes to be elevated in the repetitive loss category
How many permits for new construction were issued in your jurisdiction since the preparation of the previous hazard mitigation plan?	

	2014	2015	2016	2017	2018
Single Family	2	1	1	4	2
Multi-Family					
Other (commercial, mixed use, etc.)				1	
Total	**2**	**1**	**1**	**5**	**2**

Provide the number of new-construction permits for each hazard area or provide a qualitative description of where development has occurred.	Approximately half of the new construction permits were in a special flood hazard area.
Describe the level of buildout in the jurisdiction, based on your jurisdiction's buildable lands inventory. If no such inventory exists, provide a qualitative description.	Buildout most occurred on residential properties and one occurred on a commercial property.

Table 6-3. Legal and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Codes, Ordinances, & Requirements				
Building Code	Yes	No	No	No
Comment: *Building Ordinance of the City of El Lago Ordinance # 146 adopted 8/21/78 with sections modified through 6/5/2013*				
Zoning Code	Yes	No	No	No
Comment: *City ordinances Appendix A with references to multiple ordinances dealing with residential and commercial zones with multiple adoption dates*				
Subdivisions	Yes	No	No	No
Comment: *Appendix B, Ordinance 131 adopted 11/1/76. The city is also divided into several homeowner associations, each with their individual covenants and bylaws.*				
Stormwater Management	Yes	Yes	No	No
Comment: *WCID 50 controlled. MS4 permit renewed every 5 years.*				
Post-Disaster Recovery	Yes	Yes	Yes	No
Comment: *Post disaster recovery activities are outlined in the City's Emergency Management Procedures. Currently being reviewed.*				
Real Estate Disclosure	No	No	No	No
Comment:				

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Growth Management	No	No	No	No
Comment:				
Site Plan Review	Yes	No	No	No
Comment: *Building code and Ordinance #425*				
Environmental Protection	Yes	Yes	No	No
Comment: *Sanitary and stormwater is under the jurisdiction of WCID 50. Recognized as a renewable energy city. Drought water rationing plans and year-round water conservation plan..*				
Flood Damage Prevention	Yes	No	No	No
Comment: *Flood Damage Prevention Ordinance # 425 adopted 2/20/15*				
Emergency Management	Yes	Yes	Yes	Yes
Comment: *Ordinance # 327 adopted 1/8/2001 and Ordinance # 378 adopted 11/21/2009*				
Climate Change	No	No	No	No
Comment:				
Planning Documents				
General Plan	No	No	No	No
Comment:				
Capital Improvement Plan	No	No	No	No
How often is the plan updated?				
Comment:				
Disaster Debris Management Plan	Yes	No	No	No
Comment: *Contracted*				
Floodplain or Watershed Plan	No	No	No	No
Comment:				
Stormwater Plan	No	Yes	No	No
Comment: *WCID 50 Stormwater drainage improvement plan*				
Urban Water Management Plan	No	Yes	No	No
Comment: *WCID 50 with TWDB 50 year water plan*				
Habitat Conservation Plan	Yes	No	No	No
Comment: *The city is a bird sanctuary community with several butterfly habitats.*				
Economic Development Plan	No	No	No	No
Comment:				
Shoreline Management Plan	No	Yes	Yes	No
Comment: *Texas GLO*				
Community Wildfire Protection Plan	No	No	No	No
Comment:				
Forest Management Plan	No	No	No	No
Comment:				
Climate Action Plan	No	No	No	No
Comment:				
Comprehensive Emergency Management Plan	Yes	Yes	Yes	No
Comment: *Ordinance # 327 adopted 1/8/2001 and Ordinance # 378 adopted 11/21/2009*				
Threat & Hazard Identification & Risk Assessment (THIRA)	Yes	Yes	Yes	No
Comment: *Ordinance # 327 adopted 1/8/2001 and Ordinance # 378 adopted 11/21/2009*				

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Post-Disaster Recovery Plan	Yes	Yes	Yes	No
Comment: *Post disaster recovery activities are outlined in the City's Emergency Management Procedures, Currently being reviewed.*				
Continuity of Operations Plan	Yes	Yes	No	No
Comment: *Essential records are backed up to the cloud plus Standard Operating Procedures / interlocal agreements,*				
Public Health Plan	Yes	Yes	No	No
Comment: *Health and Sanitation Ordinance # 272 adopted 5/4/92*				

Table 6-4. Development and Permitting Capability

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

Table 6-5. Fiscal Capability

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

Table 6-6. Administrative and Technical Capability

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

Table 6-7. Education and Outreach Capability

Criterion	Response
Do you have a public information officer or communications office?	Yes, the mayor is the PIO
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website? • **If yes, briefly describe.**	Yes Hazard Mitigation Plan
Do you use social media for hazard mitigation education and outreach? • **If yes, briefly describe.**	Yes NextDoor and Facebook
Do you have any citizen boards or commissions that address issues related to hazard mitigation? • **If yes, briefly describe.**	Yes The local Mitigation Planning Team and the city Emergency Management Committee
Do you have any other programs already in place that could be used to communicate hazard-related information? • **If yes, briefly describe.**	Yes Blackboard CTY Connect and LaVentana News Publication
Do you have any established warning systems for hazard events? • **If yes, briefly describe.**	Yes Blackboard CTY Connect

Table 6-8. National Flood Insurance Program Compliance

Criterion	Response
What local department is responsible for floodplain management?	Floodplain Administrator
Who is your floodplain administrator? (department/position)	Bob Kosar
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date that your flood damage prevention ordinance was last amended?	February 20, 2015
Does your floodplain management program meet or exceed minimum requirements? • **If exceeds, in what ways?**	Meets
When was the most recent Community Assistance Visit or Community Assistance Contact?	May 24, 2019
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? • **If so, state what they are.**	No
Are any RiskMAP projects currently underway in your jurisdiction? • **If so, state what they are.**	Yes HCFCD MAAPNext Project
Do your flood hazard maps adequately address the flood risk within your jurisdiction? • **If no, state why.**	No Does not include risk due to drainage system capacity
Does your floodplain management staff need any assistance or training to support its floodplain management program? • **If so, what type of assistance/training is needed?**	Yes Texas Floodplain Management Association-sponsored training and conferences
Does your jurisdiction participate in the Community Rating System (CRS)? • **If yes, is your jurisdiction interested in improving its CRS Classification?** • **If no, is your jurisdiction interested in joining the CRS program?**	No N/A Yes
How many flood insurance policies are in force in your jurisdiction?[a] • **What is the insurance in force?** • **What is the premium in force?**	884 $246,562,600.00 $513,571.00
How many total loss claims have been filed in your jurisdiction?[a] • **How many claims are still open or were closed without payment?** • **What were the total payments for losses?**	397 0 $15,317,515.04

a. According to FEMA statistics as of April 26, 2019

Table 6-9. Community Classifications

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	No	N/A	N/A
Public Protection	No	N/A	N/A
Storm Ready	No	N/A	N/A
Firewise	No	N/A	N/A

Table 6-10. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating[a]
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts ***Comment:***	Low
Jurisdiction-level monitoring of climate change impacts ***Comment:***	Low
Technical resources to assess proposed strategies for feasibility and externalities ***Comment:***	Low
Jurisdiction-level capacity for development of greenhouse gas emissions inventory ***Comment:***	Low
Capital planning and land use decisions informed by potential climate impacts ***Comment:***	Low
Participation in regional groups addressing climate risks ***Comment:***	Low
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes ***Comment:***	Low
Identified strategies for greenhouse gas mitigation efforts ***Comment:***	Low
Identified strategies for adaptation to impacts ***Comment:***	Low
Champions for climate action in local government departments ***Comment:***	Low
Political support for implementing climate change adaptation strategies ***Comment:***	Low
Financial resources devoted to climate change adaptation ***Comment:***	Low
Local authority over sectors likely to be negative impacted ***Comment:***	Low
Public Capacity	
Local residents knowledge of and understanding of climate risk ***Comment:***	Low
Local residents support of adaptation efforts ***Comment:***	Low
Local residents' capacity to adapt to climate impacts ***Comment:***	Low

Criterion	Jurisdiction Rating[a]
Local economy current capacity to adapt to climate impacts ***Comment:***	Low
Local ecosystems capacity to adapt to climate impacts ***Comment:***	Low

a. High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement; Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

6.5 INTEGRATION WITH OTHER PLANNING INITIATIVES

For hazard mitigation planning, "integration" means that hazard mitigation information is used in other relevant planning mechanisms, such as general planning and capital facilities planning, and that relevant information from those sources is used in hazard mitigation. This section identifies where such integration is already in place, and where there are opportunities for further integration in the future. Resources listed in this annex were used to provide information on integration. The progress reporting process described in Volume 1 will document the progress of hazard mitigation actions related to integration and identify new opportunities for integration.

6.5.1 Existing Integration

Some level of integration has already been established between local hazard mitigation planning and the following other local plans and programs:

- There is no existing integration.

6.5.2 Opportunities for Future Integration

The capability assessment presented in this annex identified the following plans and programs that do not currently integrate hazard mitigation information but provide opportunities to do so in the future:

- The city has not addressed future integration plans.

6.6 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 6-11 lists past occurrences of natural hazards for which specific damage was recorded in the City of El Lago. Other hazard events that broadly affected the entire planning area, including the City of El Lago, are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 6-11. Past Natural Hazard Events

Type of Event	FEMA Disaster #	Date	Damage Assessment
Heavy Rain	N/A	5/9/2019	4.2" of rain in two hours flooded Loch Lake, Bayview and Whitecap Streets with 18+ inches of water
Heavy Rain	N/A	12/8/2018	Nearly 5" of rain over 9 hours left 6-10" of water on many streets throughout the city
Heavy Rain	N/A	1/27/2018	2.5" of rain in two hours flooded Loch Lake and Whitecap Streets with 12-18 inches of water
Hurricane Harvey	4332 DR	8/23/2017 – 9/15/2017	$7,755,415
Severe weather, Flooding	4272 DR	5/22/2016 – 6/24/2016	$16,113
Severe weather, Tornadoes, Flooding	4245 DR	10/22/2015 – 10/31/2015	$18,789

Type of Event	FEMA Disaster #	Date	Damage Assessment
Severe weather, Flooding	N/A	4/17/2015	$4,192
Severe weather	N/A	4/24/2009	$3,619
Severe weather, Hail	N/A	4/15/2009 – 4/18/2009	$151,584
Hurricane Ike	1791 DR	9/7/2008 – 10/2/2008	$5,620,010
Coastal Flooding	N/A	10/16/2006	$104,419
Flash Flooding	N/A	6/13/2004 – 6/16/2004	$5,103
Hurricane Claudette	N/A	7/15/2003	$102,759
Tropical Storm Allison	1379 DR	6/5/2001 – 6/20/2001	$274,404
Hurricane Georges	1245 DR	9/9/1998 – 10/5/1998	$216,597
Severe weather, Flooding	1041 DR	10/14/1994 – 11/8/1994	$3,010
Tropical Storm Allison	836 DR	6/25/1989 – 7/7/1989	$13,608

6.7 HAZARD RISK RANKING

Table 6-12 presents a local ranking for the City of El Lago of all hazards of concern for which this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy. Mitigation actions target hazards with high and medium rankings.

Table 6-12. Hazard Risk Ranking

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Flooding	54	High
2	Severe Weather	48	High
2	Hurricane	48	High
3	Earthquake	14	Low
4	Drought	6	Low
4	Wildfire	6[a]	Low
4	Mass Movement	6	Low
5	Dam Failure	2[b]	Low
6	Tsunami	0 (No exposure)	None
6	Coastal Erosion	0 (No Exposure	None

NOTE: The process used to assign risk ratings and rankings for each hazard is described in Volume 1 of this hazard mitigation plan.

a. Wildfire incidents in the area have occurred within the past 5 years and the adjacent cities of La Porte and Pasadena.

b. Proximity to the surface water storage reservoir that would flow down Armand Bayou and to Clear Lake upon failure.

6.8 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. This section provides information on a few key vulnerabilities for the jurisdiction. Available jurisdiction-specific risk maps of the hazards are provided at the end of this annex.

6.8.1 Repetitive Loss Properties

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 43
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 21
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 13

6.8.2 Other Noted Vulnerabilities

The following jurisdiction-specific issues have been identified based on a review of the results of the risk assessment, public involvement strategy, and other available resources:

- Sea level rise.
- Subsidence.
- School access: All ingress/egress to the public and charter schools is cut-off by significant street flooding during any heavy rains.

Mitigation actions addressing these issues were prioritized for consideration in the action plan presented in this annex.

6.9 STATUS OF PREVIOUS PLAN ACTIONS

Table 6-13 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 6-13. Status of Previous Plan Actions

Action Item	Completed	Removed; No longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
Improve code/ordinances to require vegetation management and install drought resistant landscape **Comment:** ID #2014ELLAGO001 Completed in 2017	Yes			
Harden water piping lines and systems to prevent loss of water due to breaks in coordination with Water Control and Improvement District #50 (WCID 50) **Comment:** ID #2014ELLAGO002			Yes	LAG5
Improve code/ordinances to require minimum burial depth below 6 feet. **Comment:** ID #2014ELLAGO003 No longer relevant; the City is 98% built out.		Yes		
Establish code/ordinance to require shutoff valves at entry and exit point of city limits for new construction. **Comment:** ID #2014ELLAGO004 No longer relevant; no new pipelines will be constructed in the City		Yes		
Install new emergency generator at city hall **Comment:** ID #2014ELLAGO005			Yes	LAG6
Expand mass communication warning system to include notifications and alerts for all-hazards to provide automated landline and cellular calling, email notification as well as automatic posting to the city website. **Comment:** ID #2014ELLAGO006 Completed over a period of years	Yes			
Acquisition of flood prone properties **Comment:** ID #2014ELLAGO007 Some property has been acquired; Additional acquisitions anticipated	Yes		Yes	LAG1
Expand city warning system to include flood stage warning **Comment:** ID #2014ELLAGO008			Yes	LAG7

Action Item	Completed	Removed; No longer Feasible	Carried Over to Plan Update: Check if Yes	Carried Over to Plan Update: Action # in Update
Harden protective structures to minimize damage to critical structures **Comment:** ID #2014ELLAGO009 Improvements for 98 Lakeshore, current courthouse & LPD headquarters			Yes	LAG8
Harden existing city building to mitigate damages by installing protective barriers and shatter resistant glass **Comment:** ID #2014ELLAGO010 Improvements to current City Hall			Yes	LAG9
Improve detection systems for monitoring alerts **Comment:** ID #2014ELLAGO011 Completed in 2016	Yes			
Elevate new public safety building above base flood elevation and harden to withstand high-winds and flooding. **Comment:** ID #2014ELLAGO012			Yes	LAG10
Provide electrical surge protection for electrical systems in critical facilities **Comment:** ID2014ELLAGO013			Yes	LAG11
Establish buffer zones/defensible space around critical infrastructure **Comment:** 2014ELLAGO014 Completed 2016	Yes			
Develop ordinance requiring underground utilities on new structures or replacement of existing utilities. **Comment:** ID #2014ELLAGO015			Yes	LAG12
Inflow prevention utilizing a back-flow preventer **Comment** ID #2010ELLAGO001 Also investigating physical barriers			Yes	LAG13
Weather Head Reduction Partial Reimbursement Program adopting ordinance requiring all power service lines to residences and businesses be routed underground and cooperative effort to re-route existing power services. **Comment:** ID #2010ELLAGO006			Yes	LAG12
Harden city infrastructure to protect against damages caused by lightning and power surges **Comment** ID #2010ELLAGO009			Yes	LAG11
Implement program to relocate and shelter vulnerable populations during extreme heat events at designated facilities. **Comment:** ID #2010ELLAGO011 Handled by CERT and other agencies.		Yes		
Develop and establish community wide water smart program **Comment** ID#2010ELLAGO014 WCID 50 maintains a water conservation system during draughts	Yes			
Ordinances for burning restrictions and storage/disposal of flammable materials. **Comment:** ID #2010ELLAGO015 Ordinances 184 & 263	Yes			
Construct shelter for critical city vehicles and equipment **Comment** ID #2010ELLAGO025 Critical vehicles and equipment can be relocated to a safe location	Yes			

6.10 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 6-14 lists the actions that make up the hazard mitigation action plan for this jurisdiction. Table 6-15 identifies the priority for each action. Table 6-16 summarizes the actions by hazard and mitigation type.

Table 6-14. Hazard Mitigation Action Plan Matrix

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline[a]
Action LAG1 — Where appropriate, support elevating, flood proofing (retrofitting), purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.						
Hazards Mitigated: Hurricanes, flooding, severe weather						
Existing	3, 4, 5, 7, 10, 12	City	N/A	High	HMGP, PDM, FMA	Short-term
Action LAG2 — Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including emergency air evacuation and response from McNair Park						
Hazards Mitigated: Hurricanes, flooding, severe weather, earthquake, draught, wildfire						
New and Existing	1, 3, 4, 5, 7, 8, 10	City	N/A	Medium	Staff Time, General Funds	Ongoing
Action LAG3 — Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.						
Hazards Mitigated: Hurricanes, flooding, severe weather, earthquake, drought, wildfire						
New and Existing	1, 5, 8	City	N/A	Medium	Staff Time, General Funds	Short-term
Action LAG4 — Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements: • Enforce the flood damage prevention ordinance. • Participate in floodplain identification and mapping updates. • Provide public assistance/information on floodplain requirements and impacts.						
Hazards Mitigated: Flooding, severe weather, hurricanes, Dam Failuer						
New and Existing	3, 4, 7, 9, 10	City	HCFCD	Medium	Staff Time, General Funds	Ongoing
Action LAG5 — Harden water piping lines and systems to prevent loss of water due to breaks in coordination with Water Control and Improvement District #50 (WCID 50) (formerly ID #2014ELLAGO002)						
Hazards Mitigated: Drought, Wildfires						
Existing	3, 4, 8, 9, 11	WCID 50	City	High	HMGP, WCID 50 Bonds, WCID 50 General Funds	Long-term
Action LAG6 — Install new emergency generator at city hall (formerly ID #2014ELLAGO005)						
Hazards Mitigated: Severe weather, hurricanes, flooding, drought, earthquakes, wildfires						
New	1, 11, 13	City	N/A	High	PDM, HMGP, Staff time, General Funds	Short-term
Action LAG7 — Expand city warning system to include flood stage warning – signs or water level indicators at three boat launches, Boondoggles restaurant and boat repair yard (formerly ID #2014ELLAGO008)						
Hazards Mitigated: Flooding, severe weather, hurricanes, dam failure, Mass movement (subsidence), Dam Failure						
New	1, 3, 4, 9, 10, 11, 15	City	N/A	Medium	PDM, HMGP, Staff time, General Funds	Short-term
Action LAG8 — Harden courthouse/LVPD headquarters structure to minimize damage to a critical structure – (formerly ID#2014ELLAGO009)						
Hazards Mitigated: Severe weather, hurricanes						
Existing	1, 6, 11, 13	City	LVPD	High	PDM, HMGP, Staff time, General Funds	Short-term
Action LAG9 — Harden existing City Hall building to mitigate damages by installing protective barriers and shatter resistant glass (formerly ID #2014ELLAGO010)						
Hazards Mitigated: Severe weather, hurricanes						
Existing	1, 6, 11, 13	City	N/A	High	PDM, HMGP, Staff time, General Funds	Short-term
Action LAG10 — Replace courthouse/LVPD headquarters structure with a new emergency operations facility designed to withstand multiple hazards and electrical outages. (formerly ID #2014ELLAGO012)						
Hazards Mitigated: Flooding, hurricanes, severe weather, earthquakes, dam failure, Mass movement (subsidence), Dam Failure						
New	10, 11, 13, 14	City	LVPD	High	PDM, HMGP, Staff time, General Funds	Long-term
Action LAG11 — Provide electrical surge protection and lightning rods for electrical systems in critical facilities (formerly ID2014ELLAGO013) including harden city infrastructure to protect against damages caused by lightning and power surges (formerly ID #2010ELLAGO009)						
Hazards Mitigated: Hurricanes, severe weather						
Existing	1, 6, 11, 13	City	N/A	High	PDM, HMGP, Staff time, General Funds	Short-term

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline[a]
Action LAG12 — Develop ordinance requiring underground utilities on new structures or replacement of existing utilities. (formerly ID #2014ELLAGO015) and Weather Head Reduction Partial Reimbursement Program adopting ordinance requiring all power service lines to residences and businesses be routed underground and cooperative effort to re-route existing power services. (formerly ID #2010ELLAGO006)						
Hazards Mitigated: Hurricanes, severe weather, wildfires						
New and Existing	6, 9, 10, 11	City	N/A	Medium	Staff time, General Funds	Short-term
Action LAG13 — Inflow prevention utilizing back-flow preventers and/or physical barriers (formerly ID #2010ELLAGO001)						
Hazards Mitigated: Hurricanes, flooding, severe weather, dam failure, , Mass Movement (subsidence)						
Existing	6, 7, 8, 9, 10, 11, 15	City	WCID 50	High	PDM, HMGP, Bonds, General Funds	Long-term
Action LAG14 — Investigate and install active pumped storm drainage systems.						
Hazards Mitigated: Hurricanes, flooding, severe weather, school access, Mass movement (subsidence)						
New	3, 4, 7, 8, 10, 11	City	WCID 50	High	PDM, FMA, HMGP, Bonds, General Funds	Long-term
Action LAG15 — Increase fire water system capacity; piping, pumps, hydrants etc. to provide increased water flow in emergencies.						
Hazards Mitigated: Wildfires, drought						
Existing	3, 4, 8, 9, 11	WCID 50	City	High	HMGP, WCID 50 Bonds, WCID 50 General Funds	Long-term
Action LAG16 — Review and update as needed, city ordinances and building codes to ensure compliance with current Federal, State and local regulatory agencies.						
Hazards Mitigated: Flooding, severe weather, hurricanes, wildfires, drought						
Existing	1, 3, 4, 7, 8, 9, 15	City	N/A	Medium	Staff time, General Funds	Short-term
Action LAG17 — Complete WCID 50 project to improve storm water drainage capabilities involving many south side lines and the main headers on Whitecap and Crestwood.						
Hazards Mitigated: Hurricanes, flooding, severe weather, school access						
Existing	3, 4, 7, 8, 10, 11, 12	WCID 50	HCFCD	High	HCFCD Bonds, WCID 50 Bonds, WCID 50 General Funds	Long-term
Action LAG18 — Track natural hazard events and the damage caused, including substantially damaged properties.						
Hazards Mitigated: Hurricanes, flooding, severe weather, wildfires						
Existing	3, 4, 9, 11	City	N/A	Medium	Staff time, General Funds	Short-term
Action LAG19 — Remediate home owner's sanitary sewer lines to prevent storm water from entering the system.						
Hazards Mitigated: Flooding, hurricanes, severe weather						
Existing	3, 4, 9, 11	WCID 50	Home owners	High	HMGP, General Funds	Short-term
Action LAG20— Actively participate in and support the implementation of the six area-wide actions identified in Volume 1 of this plan.						
Hazards Mitigated: Severe Weather, Hurricane and Coastal Storms, Flooding, Earthquake, Wildfire, Drought, Dam Failure, Mass Movement,						
New and Existing	1, 3, 4, 5, 9, 10, 11, 15	El Lago	HCOHSEM	Low	General Funds	Ongoing

a. Short-term = Completion within 5 years; Long-term = Completion within 10 years; Ongoing= Continuing new or existing program with no completion date

See the introduction to this volume for list of acronyms used here.

Table 6-15. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Implementation Priority[a]	Grant Pursuit Priority[a]
LAG1	6	High	High	Yes	Yes	No	Medium	High
LAG2	7	Medium	Medium	Yes	No	No	Low	Low
LAG3	3	Medium	Medium	Yes	No	No	High	Low
LAG4	5	Medium	Medium	Yes	No	No	High	Low
LAG5	5	Low	High	Yes	Yes	No	Medium	Low
LAG6	3	High	High	Yes	Yes	No	Medium	High
LAG7	7	High	Medium	Yes	Yes	No	Medium	Medium
LAG8	4	High	High	Yes	Yes	No	Medium	High
LAG9	4	High	High	Yes	Yes	No	Medium	High
LAG10	4	Low	High	Yes	Yes	No	Low	Low
LAG11	4	High	High	Yes	Yes	No	Medium	High
LAG12	4	Low	Medium	Yes	No	No	Low	Low
LAG13	7	High	High	Yes	Yes	No	Medium	High
LAG14	6	High	High	Yes	Yes	No	Medium	High
LAG15	5	Low	High	Yes	Yes	No	Low	Medium
LAG16	7	Medium	Medium	Yes	No	No	Medium	Low
LAG17	7	High	High	Yes	No	No	High	High
LAG18	4	Low	Medium	Yes	No	No	Low	Low
LAG19	4	High	High	Yes	Yes	No	Medium	Low
LAG20	8	Medium	Low	Yes	Yes	Yes	High	High

a. See the introduction to this volume for explanation of priorities.

Table 6-16. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type[a]							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
High-Risk Hazards								
Severe Weather	LAG2, 4, 12, 16, 18, 20	LAG1, 8, 9, 10, 11	LAG18, 20	LAG19	LAG6, 7, 20	LAG13	LAG14, 17	LAG3, 20
Flooding	LAG2, 4, 16, 18, 20	LAG1, 10	LAG18, 20	LAG19	LAG6, 7, 20	LAG13	LAG14, 17	LAG3, 20
Hurricane	LAG2, 4, 12, 16, 18, 20	LAG1, 8, 9, 10, 11	LAG18, 20	LAG19	LAG6, 7, 20	LAG13	LAG14, 17	LAG3, 20
Medium-Risk Hazards								
School Access							LAG14, 17	
Mass Movement	LAG20	LAG10	LAG20		LAG7, 20	LAG13	LAG14	LAG20

Hazard Type	Action Addressing Hazard, by Mitigation Type[a]							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
Low-Risk Hazards								
Earthquake	LAG2, 20	LAG10	LAG20		LAG6, 20			LAG3, 20
Drought	LAG2, 16, 20		LAG20	LAG5, 15	LAG6, 15, 20			LAG3, 20
Wildfire	LAG2, 12, 16, 18, 20		LAG18, 20	LAG5, 15	LAG6, 15, 20			LAG3, 20
Dam Failure	LAG20	LAG10	LAG20		LAG7, 20	LAG13		LAG20

a. See the introduction to this volume for explanation of mitigation types.

6.11 REVIEW AND INCORPORATION OF INFORMATION FOR THIS ANNEX

6.11.1 Existing Reports, Plans, Regulatory Tools and Other Resources

The following technical reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

- **The City of El Lago, Texas Municipal Code** — The municipal code was reviewed for the full capability assessment and for identifying opportunities for action plan integration.
- **The City of El Lago, Flood Damage Prevention Ordinance** — The flood damage prevention ordinance was reviewed for compliance with the National Flood Insurance Program.

The following **o**utside resources and references were reviewed:

- **Hazard Mitigation Plan Annex Development Toolkit** — The toolkit was used to support the identification of past hazard events and noted vulnerabilities, the risk ranking, and the development of the mitigation action plan.

6.11.2 Staff and Local Stakeholder Involvement in Annex Development

This annex was developed over the course of several months with input from the city's Emergency Management Committee, City Secretary, City Council representative, Floodplain Administrator, CERT Team Coordinator, Special Needs Coordinator and local Mitigation Planning Team members. All persons were asked to contribute to the annex development through reviewing and contributing to the capability assessment, reporting on the status of previously identified actions, and participating in action identification and prioritization. An action development meeting was held on multiple dates from February through August 2019 and was attended by representatives from previously listed groups. Once actions had been identified and compiled in the annex, a draft was internally circulated for comment.

El Lago

Critical Facilities

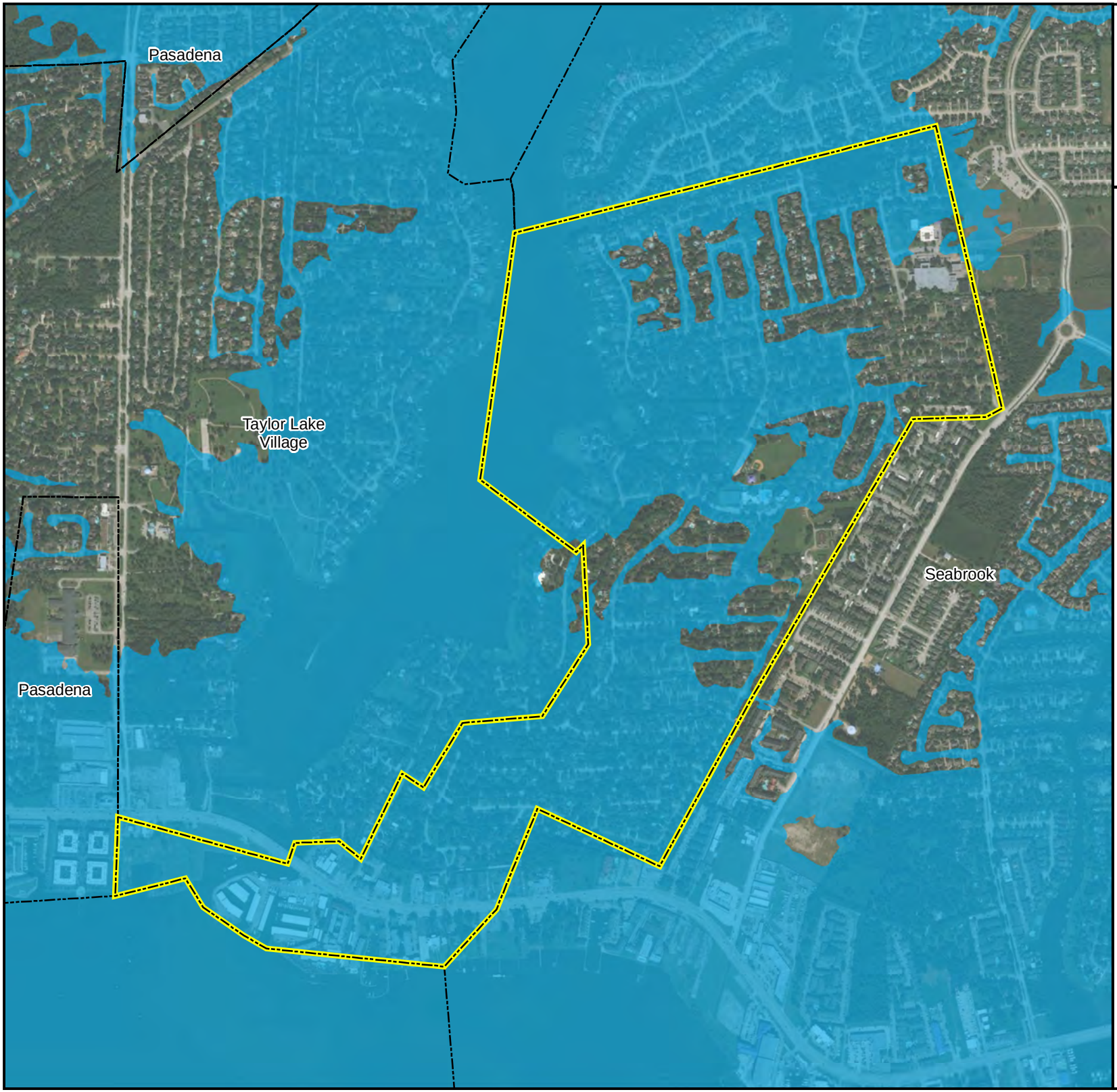
- Education Facilities
- Emergency Services
- Government Facilities
- Hazardous Material Sites
- Health and Medical Facilities
- Historical and Cultural Sites
- Transportation Systems
- Utility Systems
- Incorporated Cities
- Harris County

HARRIS COUNTY TEXAS

TETRA TECH

N

0 0.05 0.1 0.2 Miles



El Lago

FEMA Flood Hazard

1% Annual Chance Flood (100-yr)

Incorporated Cities

Harris County

N

0 0.05 0.1 0.2 Miles

El Lago

Flood Hazard
Hurricane Harvey

Flooding Extent

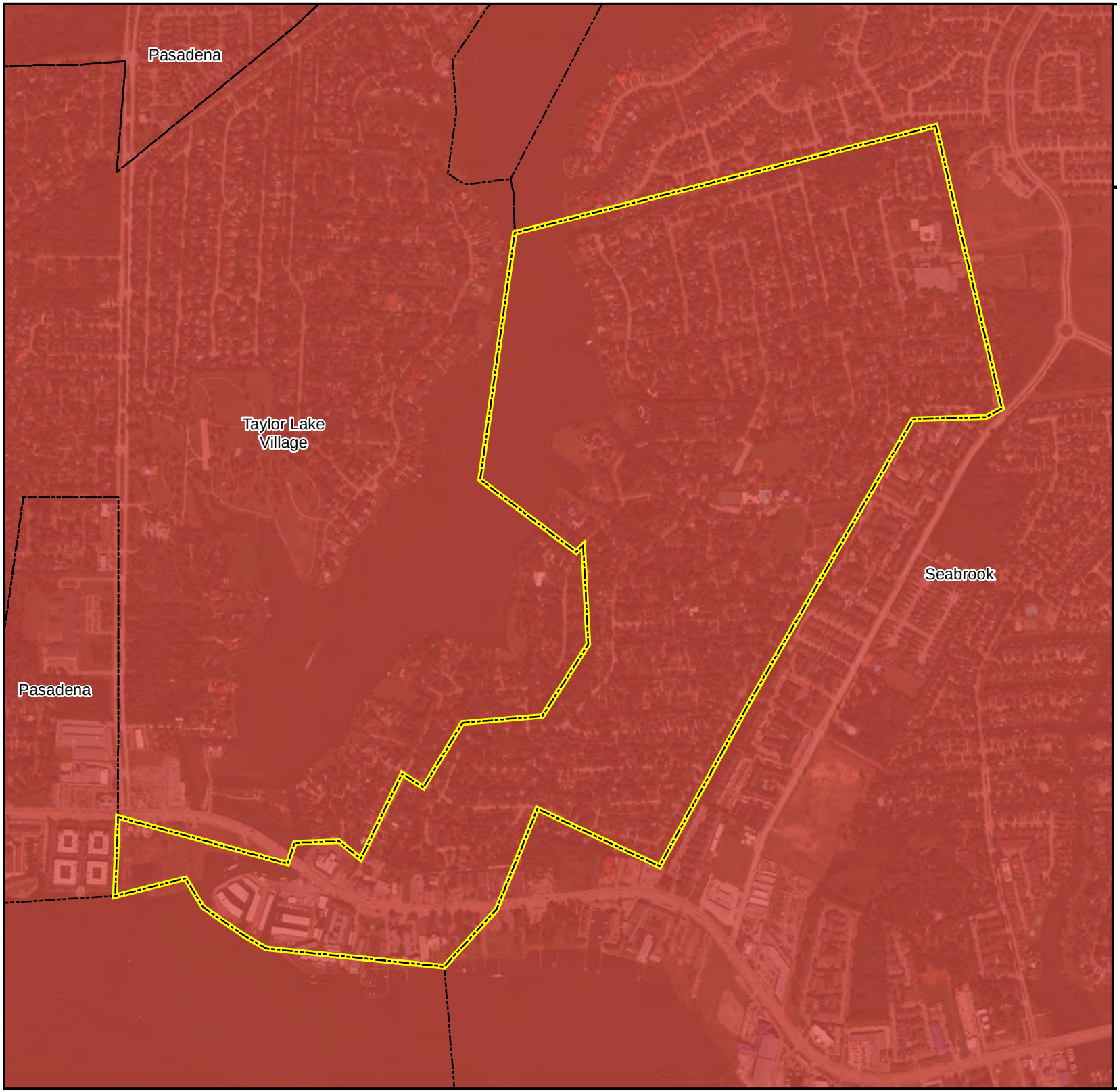
Incorporated Cities

Harris County

Note: Flooding extent shown for Hazard Mitigation Plan planning area only.

N

0 0.05 0.1 0.2 Miles



El Lago

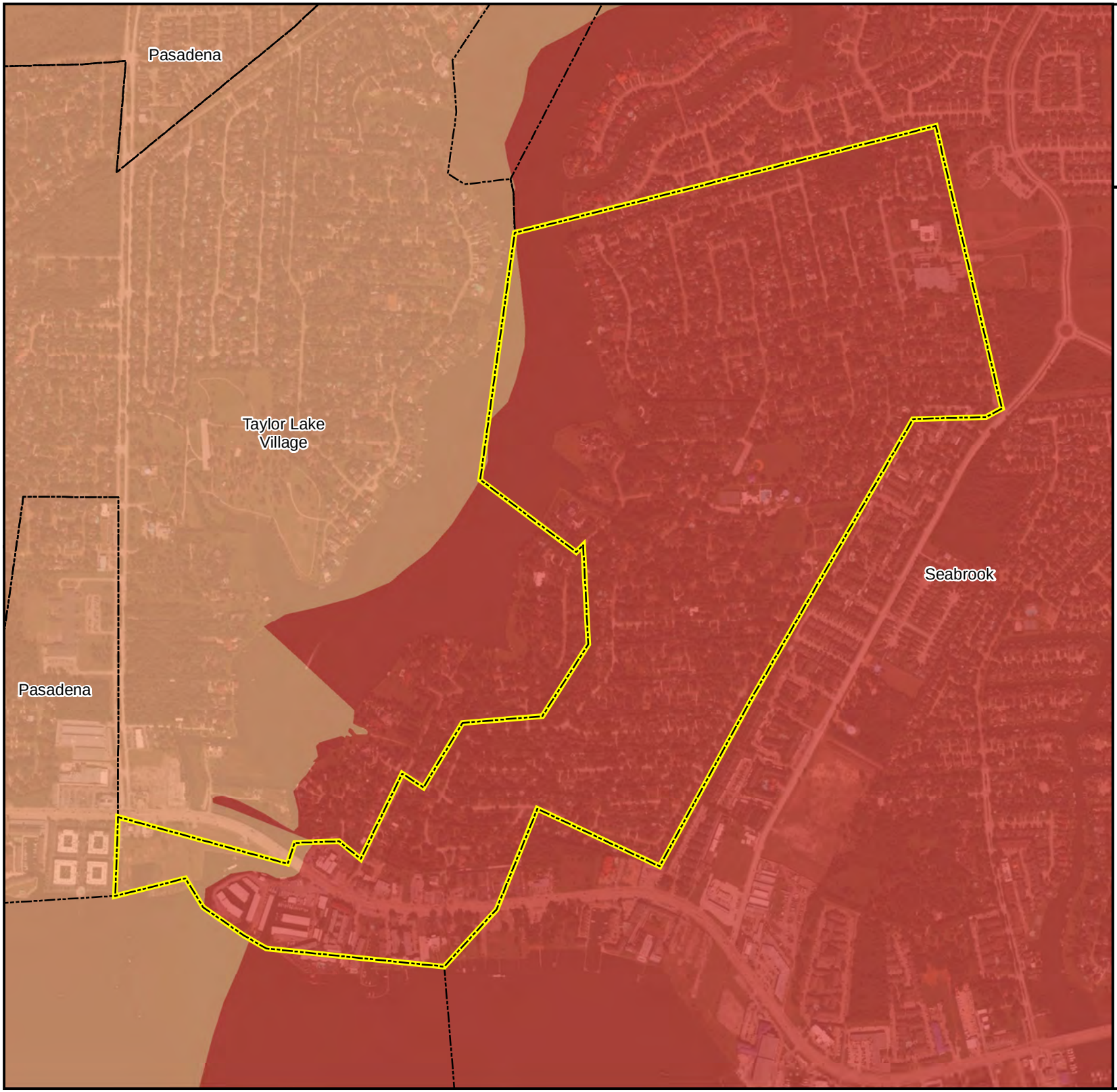
Hurricane Alicia (1983)

Peak WInd Gust (mph)

- 87 - 94
- 95 - 98
- 99 - 101
- 102 - 104
- 105 - 110
- Storm Track
- Incorporated Cities
- Harris County

N

0 0.05 0.1 0.2 Miles



El Lago

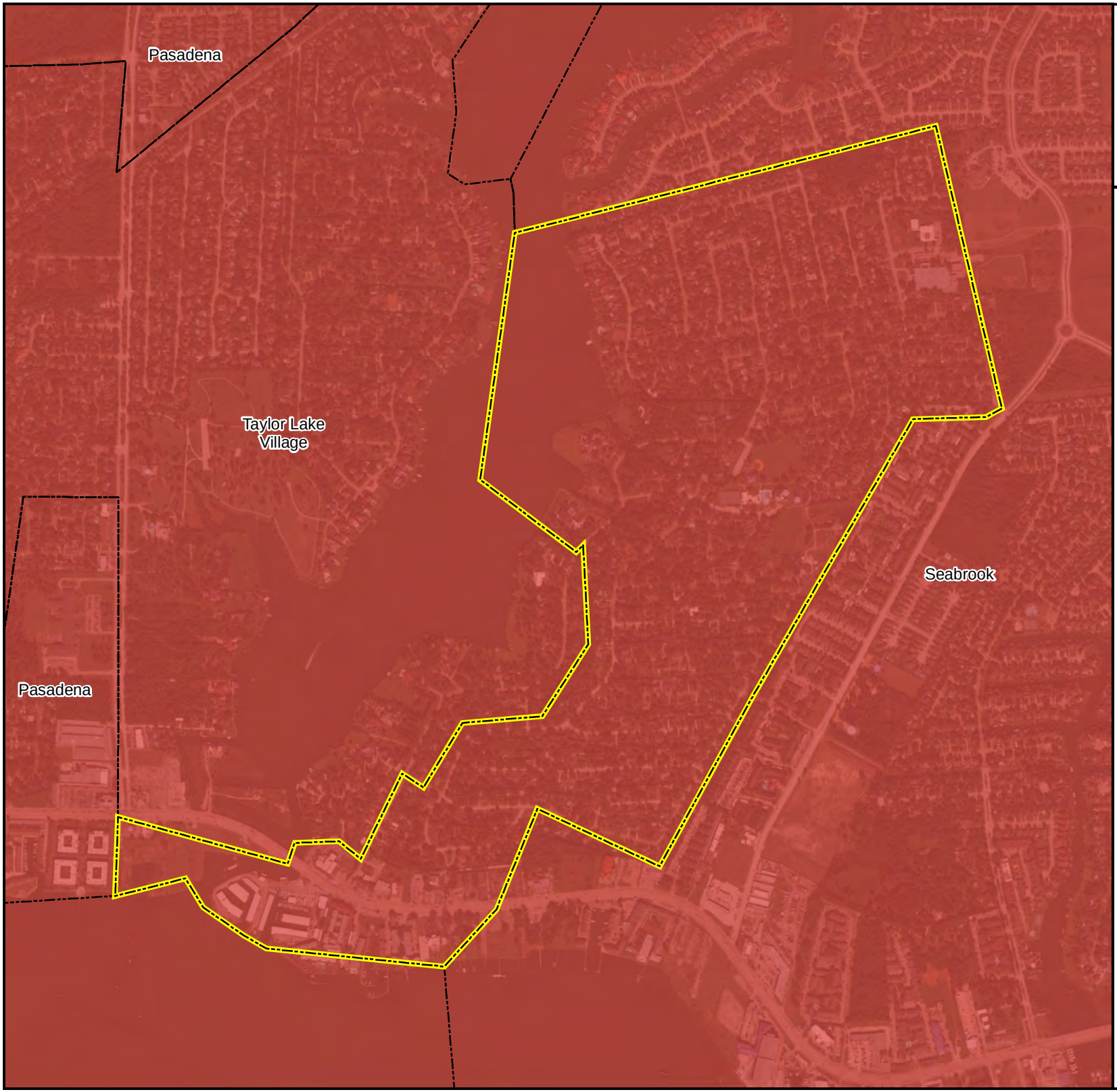
20-year Probabilistic Hurricane

Peak Wind Gust (mph)

- 63 - 71
- 72 - 76
- 77 - 80
- 81 - 84
- 85 - 92
- Incorporated Cities
- Harris County

N

0 0.05 0.1 0.2 Miles



El Lago

100-year Probabilistic Hurricane

Peak Wind Gust (mph)

- 89 - 101
- 102 - 106
- 107 - 111
- 112 - 117
- 118 - 128
- Incorporated Cities
- Harris County

N

0 0.05 0.1 0.2 Miles

El Lago

Wildfire Ignition Density

- 1 (Low)
- 2
- 3 (Moderate)
- 4
- 5 (High)
- 6
- 7 (Very High)
- Incorporated Cities
- Harris County

N

0 0.05 0.1 0.2 Miles

El Lago

Wildfire Threat

- 1 (Low)
- 2
- 3 (Moderate)
- 4
- 5 (High)
- 6
- 7 (Very High)
- Incorporated Cities
- Harris County

N

0 0.05 0.1 0.2 Miles

EL LAGO COMMUNITY CENTER

PROPOSED FEE SCHEDULE AS OF MAY 20, 2020

Why propose a change to the Community Center pricing?

To simplify the bookkeeping that goes along with the Community Center memberships. All membership information is tracked manually, but the auditors require that the membership sales revenue be put into a liability account and then each month the accumulated month's supposed income is transfered into the appropriate income accounts. They say this is done so that income is realized as the services are used. There are a couple of factors that create an issue with the maual tracking that be done.

1) The memberships are sold in variying blocks of single, 6 month and 1 year terms, but City staff must break it down into single months. However, the "block" prices are in some cases not evenly divisible so we are spending time and energy tracking and reconciling pennies. Additionally, Senior discounts are 20% less and non-resident fees are an additional 40%. Again, this creates all kinds of percentages of dollars to track...it becomes nightmareish.

2) The gym recurring payment includes the credit card convenience fee, but the full memberships do not. Therefore, we must also track separately the 4% convenience fees on top of all the recurring full memberships, which seldom divide evenly into a monthly rate.

I am proposing fixed MONTHLY rates for all scenarios of memberships which are even dollars so no more uneven division by the months purchased or pennies to account for when applying discounts or fees. The proposed edited rates below (highlighted green for decrease and pink for increase) would net the city approximately $413 per year.

	CURRENT PRE-PAY RATE		PROPOSED PRE-PAY		CURRENT RECURRING		PROPOSED RECURRING-includes 4% Convenience Fee
	12 MO MIN	Monthly Rate	Monthly Rate	12 MO MIN	Monthly Rate	w/ 4%Conv. Fee	Monthly Rate
FULL MEMBERSHIP							
Includes gym, pool and tennis, 12-month minimum (except Student/Trial, no minimum and 3-month maximum)							
EL LAGO RESIDENTS							
Student/Trial - 3 month max.	N/A	30.00			N/A		N/A
Individual	332.00	27.67	28.00	336.00	30.00	31.20	32.00
Senior Individual	265.00	22.08	22.00	264.00	23.00	24.96	25.00
Family of 4	732.00	61.00			65.00	67.60	68.00
Each Additional Family Member	180.00	15.00			15.00	15.60	15.00
NON-RESIDENTS-current non-resident fee is 40% above regular fees so the amont shown is calculated							
Student/Trial - 3 month max.	N/A	42.00			N/A	N/A	N/A
Individual	464.80	38.73	39.00	468.00	42.00	43.68	44.00
Senior Individual	371.00	30.92	31.00	372.00	32.20	33.49	34.00
Family of 4	1,024.80	85.40	85.00	1,020.00	91.00	94.64	95.00
Each Additional Family Member	252.00	21.00			21.00	21.84	22.00
FITNESS MEMBERSHIP	**6 MO MIN**	**Monthly Rate**					
6 month minimum membership							
Individual	165.00	27.50					
Senior	135.00	22.50					

	RESIDENT	NON-RESIDENT	RESIDENT	NON-RESIDENT
POOL MEMBERSHIP -				
Access to pool for the season during posted pool hours				
Individual	65.00	91.00	65.00	91.00
Senior Individual	52.00	75.00	52.00	75.00
Family of 4	175.00	245.00	175.00	245.00
Each Additional Family Member	20.00	25.00	20.00	25.00
Day Pass	3.00	5.00	3.00	5.00
TENNIS MEMBERSHIP				
24/7 access to Courts by issued key				
Individual	40.00	56.00	40.00	56.00
Family of 4	120.00	168.00	120.00	168.00
Each Additional Family Member	12.50	17.50	13.00	18.00