

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
OCTOBER 5, 2020



AMENDED AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 7:00 PM ON MONDAY, OCTOBER 5, 2020, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

7 PM – REGULAR MEETING

1. Call to order
2. Invocation – Pastor Dr. David Lorenz, First Baptist Church
3. Pledge of Allegiance – United States and Texas
(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
5. Public Hearing
To receive comments from the public, both oral and written, regarding:
 - A. Conduct a public hearing on the need to continue the juvenile curfew ordinance.

- B. A zone classification change request for 2.504 acres or 109,089 square feet of land out of and being part of Lot 12, Block 2, Friendswood Subdivision, located at 213 E. Heritage Dr., Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density / Specific Use Permit to allow an Institution for the Aged (MFR-L/SUP Institution for the Aged) to Planned Unit Development (PUD).

6. City Manager's Report

- A. Hurricane Harvey and Drainage Update
- B. Coronavirus Disease 2019 (COVID-19) Update

7. Communications from Committees and Special Reports

- A. Annual report from Friendswood Chamber of Commerce
- B. Annual report from the Senior Citizens Advisory Committee

8. Discussion and Possible Action

- A. Discussion and possible action regarding the disposition of Bid Number 2020-14 Designate the Official Newspaper for Publication of Legal and Official News for the City of Friendswood.
- B. Discussion and possible action authorizing the City Manager to negotiate/execute a Special Warranty Deed of Gift from Autumn Creek Development, Ltd., for Restricted Reserve F of West Ranch.
- C. Discussion and possible action regarding disposition of RFP 2020-11 Project Management Services for the Community Development Block Grant -Disaster Relief (CDBG-DR) Property Acquisition and Demolition by authorizing staff to negotiate with offeror and enter into an agreement if it is most advantageous to the City.

9. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-34: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by repealing Article VIII. Swimming Pools, Sections 14-356 through 14-357 and adopting Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools and Spas, Sections 14-356 and 14-357; by adopting the 2018 International Swimming Pool and Spa Code (ISPSC); providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or

parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

- B. Ordinance No. T2020-38: First reading of an ordinance for a proposed zone change located at 213 E. Heritage Drive, 2.504 acres, of land out of and being part of Lot 12, Block 2 of Friendswood Subdivision, a map or plat thereof recorded under Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density/Specific Use Permit to allow an Institution for the Aged (MFR-L/SUP Institution for the Aged) to Planned Unit Development (PUD).
- C. Ordinance No. T2020-39: First reading of an ordinance of the City of Friendswood, Texas, establishing a curfew for persons under the age of 17 years between the hours of 12:01 a.m. and 5:00 a.m. on any day of the week and between the hours of 9:00 a.m. and 2:30 p.m. for school-aged children on school days; providing it is unlawful for any person subject to a curfew hereunder to remain in any public place or on the premises of any establishment within the City of Friendswood during curfew hours; providing it is unlawful for any parent or guardian of a person subject to a curfew hereunder to knowingly permit or by insufficient control, allow such person to remain in any public place or on the premises of any establishment within the city during curfew hours; providing it is unlawful for any person owning, operating, or in the employment of any establishment during curfew hours; providing defenses to prosecution for violations hereunder; providing an effective date; providing a penalty of an amount not to exceed \$500.00 for each day of violation of any provision hereof; making certain findings; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
- D. Ordinance No. T2020-40: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

10. Communications from the Mayor and Councilmembers

11. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving an Interlocal Agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program and authorizing the Mayor to execute the contract
- B. Approving a Memorandum of Understanding (MOU) with Clear Creek Community Church to allow the City to pursue a mitigation grant to fund a project at this location
- C. Accepting the August 2020 Tax Report
- D. Approving the minutes of the August 31 and September 14, 2020, Council Meetings

12. Adjournment

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

I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON

DATE

AT TIME

**MELINDA WELSH, TRMC
CITY SECRETARY**

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 5/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing on the need to continue the juvenile curfew ordinance.

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Local Government Code requires cities to review their juvenile (under the age of 17) curfew ordinances every three years. This process involves conducting a public hearing to determine whether the ordinance should be abolished, continued or be modified. The Police Department supports the ordinance which is a valuable tool for the night shift and enables officers to take police action when appropriate because it establishes probable cause for possible questioning. The ordinance enables police officers to discourage juveniles from venturing out after hours and thereby decrease the incidents of juvenile-related crime at night. Most often juveniles receive warnings and the officers escort them back home, but sometimes it is necessary to issue citations. The following information represents the number of citations issued over the last four years.

2017-22; 2018-19; 2019-13; and 2020 to date-27

The fluctuation in citations from one year to the next is usually attributable to a large party or gathering of minors after curfew hours where the police are called out, but there are years where such response calls are less frequent. As evidenced by the limited number of citations issued, the PD exercises appropriate discretion in the administration of the ordinance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 8/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: A zone classification change request for 2.504 acres or 109,089 square feet of land out of and being part of Lot 12, Block 2, Friendswood Subdivision, located at 213 E. Heritage Dr., Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density / Specific Use Permit to allow an Institution for the Aged (MFR-L/SUP Institution for the Aged) to Planned Unit Development (PUD).

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning of his property to a Planned Unit Development (PUD) to allow elevated single-family residences on smaller lots. The regulation matrix and lot layout for the development is included on the Master Layout. The density would be the same as the existing zoning on the property, which is Multi-Family Residential - Low (MFR-L), at 6 units per acre.

The current request is for conceptual approval meaning that engineering design of the utilities and drainage would be provided at a later date, if the PUD is approved.

If approved, the only future action required by the Planning and Zoning Commission would be approval of the preliminary and final plats in accordance with the PUD. The proposed Planned Unit Development (PUD) is conceptual.

There are several items that are going to have to be addressed during platting and construction plan approval including:

- Fire hydrants within 500 feet of all residences.
- Maintain 10-ft separation between residential units.
- Provide water and sewer taps for each individual lot. Easements may be required.
- Dedication of right-of-way for E. Heritage Drive
- An approved fire truck turn around at the end of Shady Nook. Additional right-of-way may be required making lots 11 and 12 smaller, but they would still meet the minimum of the PUD.
- Account for drainage at the end of Shady Nook, which is currently open ditch.
- Construction of fire truck turnaround, any drainage improvements, and water and sewer taps must be installed and accepted by City Council, which is required prior to plat recordation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The general purposes of all PUD, planned unit development districts, are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held September 10, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 5 to 1 (Commissioner Clark was absent; Commissioner Perry opposed) to approve the zone change request referenced above with the following conditions:

- The bottom floor of all the homes must be enclosed. Exposed piers are prohibited to avoid the “beach home” look.
- Side yard setbacks on lots abutting tracts owned by others are 10 feet. This would apply to lots 1, 10, 11 and 12 on the master layout plan.

ATTACHMENTS

1. Application_213 E Heritage Dr
2. Deed_213 E Heritage Dr
3. 213 East Heritage Drive-Boundary Survey
4. PUD Letter and Exhibits
5. Master DSE20-017 Benson-Layout 3-8-13-20 (3)
6. Aerial Map_213 E Heritage Dr
7. Location Map_213 E Heritage Dr
8. Zoning Map_213 E Heritage Dr
9. 213 E Heritage Dr Rezoning Report Aug 2020
10. PZ Rec Memo Zone Change Friends Heights PUD 213 E Heritage Dr 09-16-2020



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application



CURRENT ZONE OF PROPERTY: MFR-L

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 213 East Heritage

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Harold E. Benson Phone: 281-482-7633

Owner's Mailing Address: 305 N. Shadowbend

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: bennyboy@wans.net

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Agent's Email Address: _____

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Harold E. Benson Date: August 5, 2020

Agent's Signature: _____ Date: _____

Received By: <u>Becky Bennett</u>	Application Number: <u>7070-0032</u>
Date of Public Hearing: <u>9-10, 10-5</u>	Received Date: <u>8-1-2020</u>
Property Owner Notices: <u>8-18-2020</u>	Newspaper Notice: <u>8-17-2020</u>
	Sign on Property: <u>8-18-2020</u>

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☒ Application Fee of \$300 (PUD \$500)
(Changes in/to Downtown District may be eligible for fee waiver)

☒ Current Deed of Record

☒ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

Reserved for Recording Office:

After Recording, Return To:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: February 7th, 2020

GRANTOR: **FRIENDSWOOD REALTY, LLC, A TENNESSEE NONPROFIT LIMITED LIABILITY COMPANY**

GRANTOR'S ADDRESS (including county): 7056 W Gulf to Lake Hwy, Crystal River, Citrus County, Florida 34429

GRANTEE: **HAROLD E BENSON, SR. AND CAROLYN MAYS BENSON**

GRANTEE'S ADDRESS (including county): 305 N Shadowbend, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common

Special Warranty Deed

1

Chicago Title - Friendswood
GF# CT20716931

boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

The Property is conveyed "AS IS, WHERE IS, AND WITH ALL FAULTS" in accordance with the terms of Exhibit "B" hereto, in which Grantor is referenced as "Seller" and Grantee is referenced as "Buyer".

When the context requires, singular nouns and pronouns include the plural.

FRIENDSWOOD REALTY, LLC, A
TENNESSEE NONPROFIT LIMITED
LIABILITY COMPANY

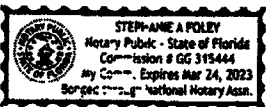
By: [Signature]
Name: James Eric Bell
Title: Secretary

of Florida
STATE OF ~~TEXAS~~ §
COUNTY OF Citrus §

This instrument was acknowledged before me on this the 7th day of February, 2020, by James Eric Bell, Secretary of FRIENDSWOOD REALTY, LLC, a Tennessee nonprofit limited liability company, on behalf thereof.

Personally Appeared
with Florida DL: SO

[Signature]
Notary Public, State of ~~Texas~~ Florida



Special Warranty Deed

EXHIBIT "A"

A 109,089 square foot (2.504 acres) tract of land, out of and being part of Lot 12, Block 2 of Friendswood Subdivision, a map or plat thereof recorded under Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.Tx.), with said 109,089 square foot tract of land being further described in metes and bounds as follows:

COMMENCING at a 1/2 inch iron pipe found at the South intersection of Morningside Drive and Shady Nock Drive, both based on a width of 60 feet, per File No. 2015028480 O.P.R.G.C.Tx., at the West corner of that certain tract of land described in deed to JFP Group, Inc. under File No. 2015028480 O.P.R.G.C.Tx.;

THENCE: N 41°43'50" E, along and with the called Southeast right-of-way line of Shady Nock Road, a distance of 252.00 feet to a point for the East corner of said Shady Nock Road;

THENCE: N 48°16'10" W, along and with the Northeast right-of-way line of said Shady Nock Road, a distance of 12.00 feet to a V cut in concrete found on said Northeast right-of-way line, at the South corner of the Friendswood Realty tract and at the South corner and **POINT OF BEGINNING** of the herein described tract;

THENCE: N 48°16'10" W, continuing along said Northeast right-of-way line and the Northeast line of a tract of land described in deed to William and Catherine Whipkey under Galveston County Clerk's File No. (G.C.C.F. No.) 9010898, a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 108.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at an angle point for the Whipkey tract, an angle point for the Friendswood Realty tract and an angle point of this tract, from which a 3/4 inch iron pipe found bears N 40°14'08" E, 0.4 feet;

THENCE: N 41°43'50" E, along and with the Southeast line of the Whipkey tract, the Southeast line of a tract of land described in deed to Fred Walter Camp and Mary Elise Camp under Volume 1327, Page 63 of the Galveston County Deed Records (G.C.D.R.), the Southeast line of a tract of land described in deed to Emory T. Carl (Trustee) under Volume 1514, Page 152, G.C.D.R., an interior line of the Friendswood Realty tract and an interior line of this tract, a distance of 153.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at the East corner of the Carl tract, same being an angle point for the Friendswood Realty tract and an angle point of the herein described tract;

THENCE: N 48°16'10" W, along and with the Northeast line of the Carl tract, a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 255.00 feet to a point which falls in existing Mary's Creek, on the Southeast line of a tract of land described in deed to First Baptist Church of Friendswood under File No. 2007037164, at the North corner of the Carl Tract and at the West corner of this tract;

THENCE: N 41°43'50" E, along and with the Southeast line of the First Baptist Church of Friendswood tract, the Southeast line of a tract of land described in deed to Jennifer Sanders under File No. 2017055213 O.P.R.G.C.Tx., the Northwest line of the Friendswood Realty tract and the Northwest line of this tract, a distance of 255.00 feet to a point on the center of a called 60 foot wide road easement per Volume 7, Page No. 20 G.C.M.R., same being platted as a 60 foot wide street per Volume 4, Page 58 G.C.M.R., being known as E. Heritage Drive and Quaker Bend Drive, at the North corner of the Friendswood Realty Tract and the North corner of the herein described tract, from which an iron rod with plastic cap found stamped "RWP INC 1855" bears S 82°57'11" W, 0.35 feet;

THENCE: S 48°16'10" E, along and with said platted centerline of roadway easement/street, the Northeast line of the Friendswood Realty tract and the Northeast line of this tract, a distance of 363.00 feet to an X cut in concrete found on said platted centerline, at the North corner of tract of land described in deed to

HSU Living Trust, at the East corner of the Friendswood Realty tract and at the East corner of this tract, from which a 1 inch iron pipe found bears S 46°46'50" W, 30.7 feet;

THENCE: S 41 °43'50" W, along and with the Northwest line of the Hsu Living Trust tract, the Southeast line of the Friendswood Realty tract and the Southeast line of this tract, a distance of 408.00 feet to the **POINT OF BEGINNING** and containing a calculated area of 2.504 acres of land.

Exhibit B

As Is, Where Is, and With All Faults

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREOF, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS AND WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

FILED AND RECORDED

Instrument Number: 2020008317

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 02/10/2020 4:12PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 2.1.07.1 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1963 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999869266.
2. THE SURVEYOR HAS NOT PERFORMED AN ABSTRACT OF TITLE AND HAS REIED ON THE TITLE COMMITMENT WITH THE CF NUMBER OF CTH-FRM-CIT2071 6931 G, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE JANUARY 5, 2020.
3. THE SUBJECT PROPERTY LIES PARTIALLY WITHIN ZONE "X", SHADED ZONE "X" AND ZONE AE, AS SCALED ON FLOOD INSURANCE RATE MAP NUMBER 48167C00126, EFFECTIVE DATE AUGUST 15, 2019. THIS INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.
4. "60' WIDE ROADWAY IS PLATTED AS AN EASEMENT, PER VOL. 7, PG. 20 OF THE G.C.M.R. ALSO PLATTED AS A 60 FOOT WIDE STREET, PER VOL. 4, PG. 59 OF THE G.C.M.R. ROADWAY IS KNOWN AS EAST HERITAGE DRIVE AND QUAKER BEND DRIVE. PARKING SPACES WHICH SERVICE THE BUILDING LOCATED WITHIN THIS TRACT OF LAND ENCRACHES THIS EASEMENT/ROADWAY AREA.
5. THE PHYSICALLY TRAVELED PAVEMENT OF EAST HERITAGE ALONG THE NORTHWESTERLY PORTION OF THIS PROPERTY DOES NOT LIE FULLY WITHIN THE RECORDED ROADWAY EASEMENTS AND ENCRACHES UPON THE PROPERTY BEING SURVEYED.
6. DRAWING REVISED ON FEBRUARY 5, 2020 FOR CLIENT COMMENTS ONLY, A TRIP TO THE SITE WAS NOT MADE.
7. 75' ROADWAY & UTILITY R.O.W. EASEMENT PER VOL. 2513 - PG. 449 G.C.D.R. HAS BEEN ABANDONED PER FILE No. 2020010004, O.P.R.G.C.T.X., RECORDED ON FEBRUARY 19, 2020. THIS SURVEY WAS REVISED ON FEBRUARY 20, 2020 TO REFLECT SAID ABANDONMENT AND REMOVE SAID DEDICATED ROADWAY AND UTILITY EASEMENT FROM THE DRAWING, A TRIP TO THE SITE WAS NOT MADE.

METES AND BOUNDS DESCRIPTION OF

a 109,089 square foot (2.504 acres) tract of land, out of and being part of Lot 12, Block 2 of Friendswood Subdivision, a map or plat thereof recorded under Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.X.), with said 109,089 square foot tract of land being further described in meters and bounds as follows:

COMMENCING at a 1/2 inch iron pipe found at the South intersection of Morningside Drive and Shady Nook Drive, both based on a width of 60 feet, per File No. 2015028480 O.P.R.G.C.T.X., at the West corner of that certain tract of land described in deed to JFP Group, Inc. under File No. 2015028480 O.P.R.G.C.T.X.;

THENCE: N 41°43'50" E, along and with the called Southeast right-of-way line of Shady Nook Road, a distance of 252.00 feet to a point for the East corner of said Shady Nook Road;

THENCE: N 48°16'10" W, along and with the Northeast right-of-way line of said Shady Nook Road, a distance of 12.00 feet to a V cut in concrete found on said Northeast right-of-way line, at the South corner of the Friendswood Realty tract and at the South corner and POINT OF BEGINNING of the herein described tract;

THENCE: N 48°16'10" W, continuing along said Northeast right-of-way line and the Northeast line of a tract of land described in deed to William and Catherine Whipkey under Galveston County Clerk's File No. (G.C.C.F. No. 9010898), a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 198.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at an angle point for the Whipkey tract, an angle point for the Friendswood Realty tract and an angle point of this tract, from which a 3/4 inch iron pipe found bears N 40°14'08" E, 0.4 feet;

THENCE: N 41°43'50" E, along and with the Southeast line of the Whipkey tract, the Southeast line of a tract of land described in deed to Fred Walter Camp and Mary Elise Camp under Volume 1327, Page 63 of the Galveston County Deed Records (G.C.D.R.), the Southeast line of a tract of land described in deed to Emory T. Carl (Trustee) under Volume 1514, Page 152, G.C.D.R., an interior line of the Friendswood Realty tract and an interior line of this tract, a distance of 153.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at the East corner of the Carl tract, same being an angle point for the Friendswood Realty tract and an angle point of the herein described tract;

THENCE: N 48°16'10" W, along and with the Northeast line of the Carl tract, a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 255.00 feet to a point which falls in existing Mary's Creek, on the Southeast line of a tract of land described in deed to First Baptist Church of Friendswood under File No. 2007037164, at the North corner of the Carl tract and at the West corner of this tract;

THENCE: N 41°43'50" E, along and with the Southeast line of the First Baptist Church of Friendswood tract, the Southeast line of a tract of land described in deed to Jennifer Sanders under File No. 2017055213 O.P.R.G.C.T.X., the Northwest line of the Friendswood Realty tract and the Northwest line of this tract, a distance of 255.00 feet to a point on the center of a called 60 foot wide road easement per Volume 7, Page No. 20 G.C.M.R., same being platted as a 60 foot wide street per Volume 4, Page 58 G.C.M.R., being known as E. Heritage Drive and Quaker Bend Drive, at the North corner of the Friendswood Realty tract and the North corner of the herein described tract, from which an iron rod with plastic cap found stamped "RWP INC 1855" bears S 82°57'11" W, 0.35 feet;

THENCE: S 48°16'10" E, along and with said platted centerline of roadway easement/street, the Northeast line of the Friendswood Realty tract and the Northeast line of this tract, a distance of 363.00 feet to an X cut in concrete found on said platted centerline, at the North corner of a tract of land described in deed to HSU Living Trust, at the East corner of the Friendswood Realty tract and at the East corner of this tract, from which a 1 inch iron pipe found bears S 46°45'50" W, 30.7 feet;

THENCE: S 41°43'50" W, along and with the Northwest line of the HSU Living Trust tract, the Southeast line of the Friendswood Realty tract and the Southeast line of this tract, a distance of 408.00 feet to the POINT OF BEGINNING and containing a calculated area of 2.504 acres of land.

FIRST BAPTIST CHURCH OF FRIENDSWOOD
FILE No. 2007037164 O.P.R.G.C.T.X.

JENNIFER SANDERS
FILE No. 2017055213 O.P.R.G.C.T.X.
199.0'±

SCALE: 1"=20'

FMS JOB No. 61147
DATE: JANUARY 27, 2020
REV: FEBRUARY 5, 2020
REV: FEBRUARY 20, 2020

LEGEND

- BOARD FENCE.
- CHAIN LINK FENCE.
- CONTROL MONUMENT TIE.
- OVERHEAD POWER LINES.
- SUBJECT BOUNDARY LINE.
- TOP OF BANK OF DITCH.
- UNDERGROUND GAS LINE.
- CABLE TV PEDESTAL.
- FIBER OPTIC CABLE MARKER.
- FIRE DEPARTMENT CONNECTION.
- FLAG POLE.
- GAS METER.
- GRATE INLET.
- GUY ANCHOR.
- LIGHT POLE.
- MAIL BOX.
- POWER POLE.
- SANITARY CLEAN OUT.
- SANITARY MAN HOLE.
- SATELLITE DISH.
- VERTICAL PIPE (2" GALVANIZED).
- VERTICAL PIPE (GAS).
- WATER METER.
- WATER VALVE.
- YARD DRAIN.
- ASPHALT PAVEMENT.
- COVERED CONCRETE.
- EXISTING STRUCTURE.
- INLET TYPE "B".
- UNCOVERED CONCRETE.
- PHYSICALLY TRAVELED CONCRETE PAVEMENT.

WILLIAM & CATHERINE WHIPKEY
GCCF. No. 9010898

EMORY T. CARL (TRUSTEE)
VOL. 1514 PG. 152 G.C.D.R.

FRED WALTER CAMP & MARY ELISE CAMP
VOL. 1327 PG. 63 G.C.D.R.

IRON ROD W/ CAP STAMPED
"RWP INC 1855" FOUND FROM WHICH A
3/4" IRON PIPE BEARS N 40°14'08" E 0.4'

WILLIAM & CATHERINE WHIPKEY
GCCF. No. 9010898

SHADY NOOK ROAD
(60' R.O.W.)
FILE No. 2015028480 O.P.R.G.C.T.X.

P.O.C.
1/2" IRON PIPE FOUND

N 41°43'50" E 252.00'
JFP GROUP, INC.
FILE No. 2015028480 O.P.R.G.C.T.X.

P.O.B.
1/2" CUT IN CONCRETE FOUND

CLYDE F. HARRIS
VOL. 1510, PG. 97 G.C.M.R.

WILLIAM R. WHIPKEY AND CATHERINE E. WHIPKEY
VOL. 3145, PG. 721 G.C.M.R.

HSU LIVING TRUST
FILE No. 2001018360 O.P.R.G.C.T.X.

FMS SURVEYING, INC.

ESTABLISHED 1978

BOUNDARY SURVEY OF

2.504 ACRES (109,089 SQ. FT) OF LAND
RECORDED UNDER FILE No. 2010040672
OF THE OFFICIAL PUBLIC RECORDS OF
GALVESTON COUNTY, TEXAS.

To attention of Aubrey Harbin

Dated August 5, 2020

Planned Unit Development PUD Letter to Planning and Zoning Commission - Please schedule this for your meeting planned for September 10, 2020.

Request for a change from MFR-L to SFR-H PUD

1. Property consists of 2.504 acres defined by the Meets and Bounds description. The current zoning requires 6 units/acre. The conceptual design plan produces 12 units on the property. Exhibit 1

2. Proposed usage is unattached residential units located on lots using the MFR-L 6 units/acre option. All lots are located with frontage on city streets of East Heritage, Quaker Drive and Shady Nook.

3. The project has 1 phase to build and sell the 12 units.

4. All buildings will be elevated 8-10 feet above natural ground due to close proximity to Mary's creek. This elevation results in the possibility of a footprint on a small lot, a unique garage space, with 2 habitable floors up to 1500 square feet per floor. If this was not a flood prone area it would be difficult to obtain a 3000 square foot home on such a small lot with the garage area utilizing habitable space. Review Exhibit 2 A and B. Ashford Village and Quaker Village

5. Dwelling units will be independent residential structures located on a minimum lot of 37 feet by 110 feet, Area= 4070 square feet. Maximum lot area is 10,876 square feet for a 54 feet by 196 feet lot. All lots will have fenced rear yards.

6. Minimum Building Set Back- Side, 5 feet with a front and rear setback of 25 feet each. These specifications meet the physical regulation matrix for MFR-L selecting the six units per acre option. The only regulation matrix not met is the alphabetical regulation "G" which states: Developer must elect either units/acre or lot area. Two family residential units on two lots are required when lot area is selected.

Selecting units/acre option 1 states: plat "lot" with restricted reserve for designated open space. Individual units would be sold as condominiums and property owners association would be required for maintenance of the common areas.

This PUD request allows purchaser to own land outside the dwelling unit occupied. The homeowner would be responsible for maintenance of his land.

Without elevation, creating common areas and green space on 2.504 acres would be very minimum as previously shown on Exhibit 2 A & B.

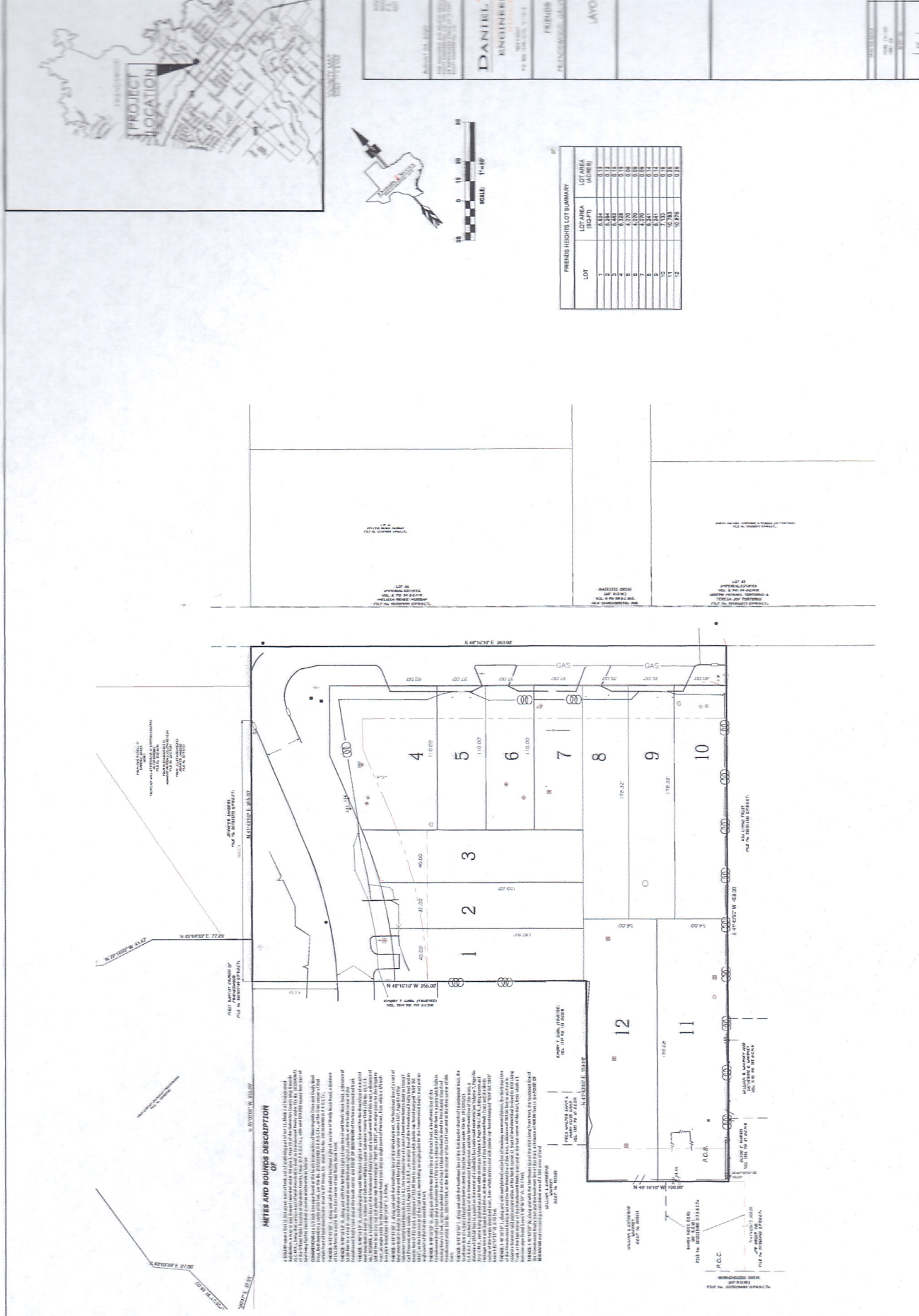
7. Detention requirements - None required since previous non-permeable area was approximately 49,471 square feet and the proposed design would yield approximately

24,000 square feet which represents at least a 50% improvement over the previous existing structure and parking.

Rationale for this PUD development: Property is located near Mary's Creek which has the propensity to flood. The conceptual plan proposes to restrict any habitation to the second and third floors. This elevated, (8 to 10 feet) design allows for a small 1500 square footprint and yields the potential of up to 3000 square feet of habitable area. Such a design would yield 63% green space on the smallest lot defined in the conceptual design. The variation from the typical development requirements is to allow single family units to be built on lots rather than condominiums, town houses, duplexes with common area.

Other supporting rational . The entire block is zoned MFR-L. Exhibit 3. The block currently consists of 15 single family residential units and 2 tri-plexes. By accepting this PUD request, the majority of single family residences will be maintained and the possibility of rental units in this area for Friendswood will be minimized.

Exhibit 1

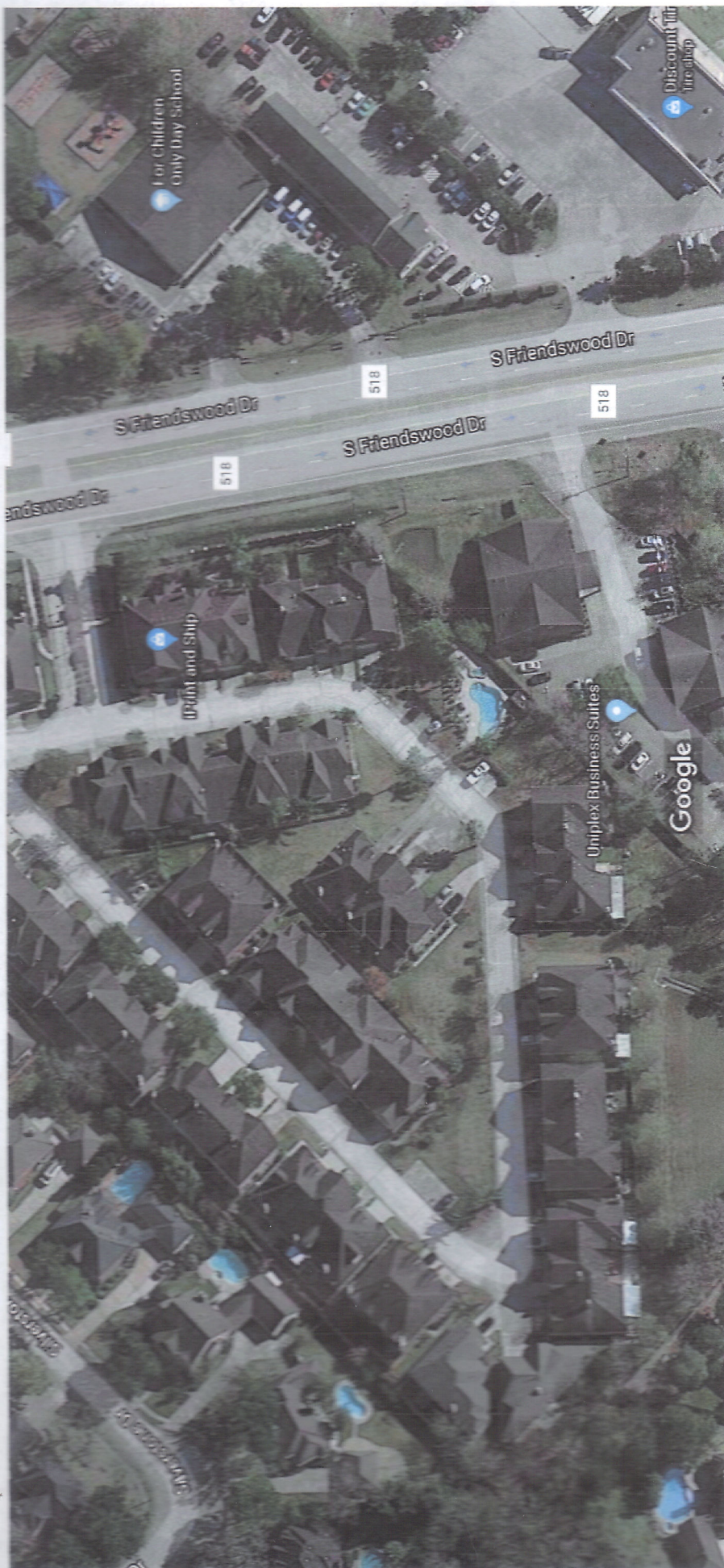


Asford Village "2A" Exhibit "2A"

Google Maps

7/29/2020

Google Maps



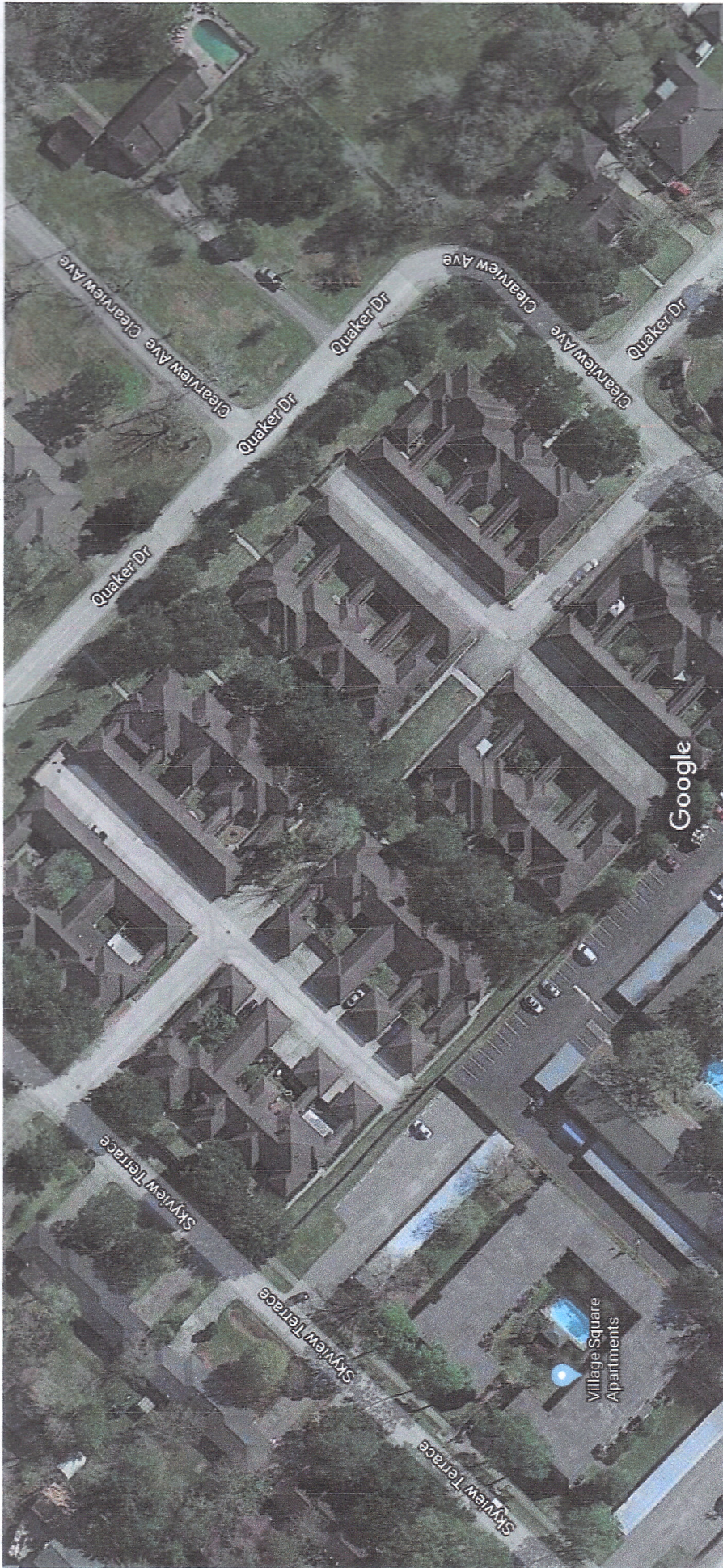
Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 50 ft

7/29/2020

Google Maps

Quaker Village Google Maps

Exhibit "2B"



Imagery ©2020 Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2020 50 ft



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

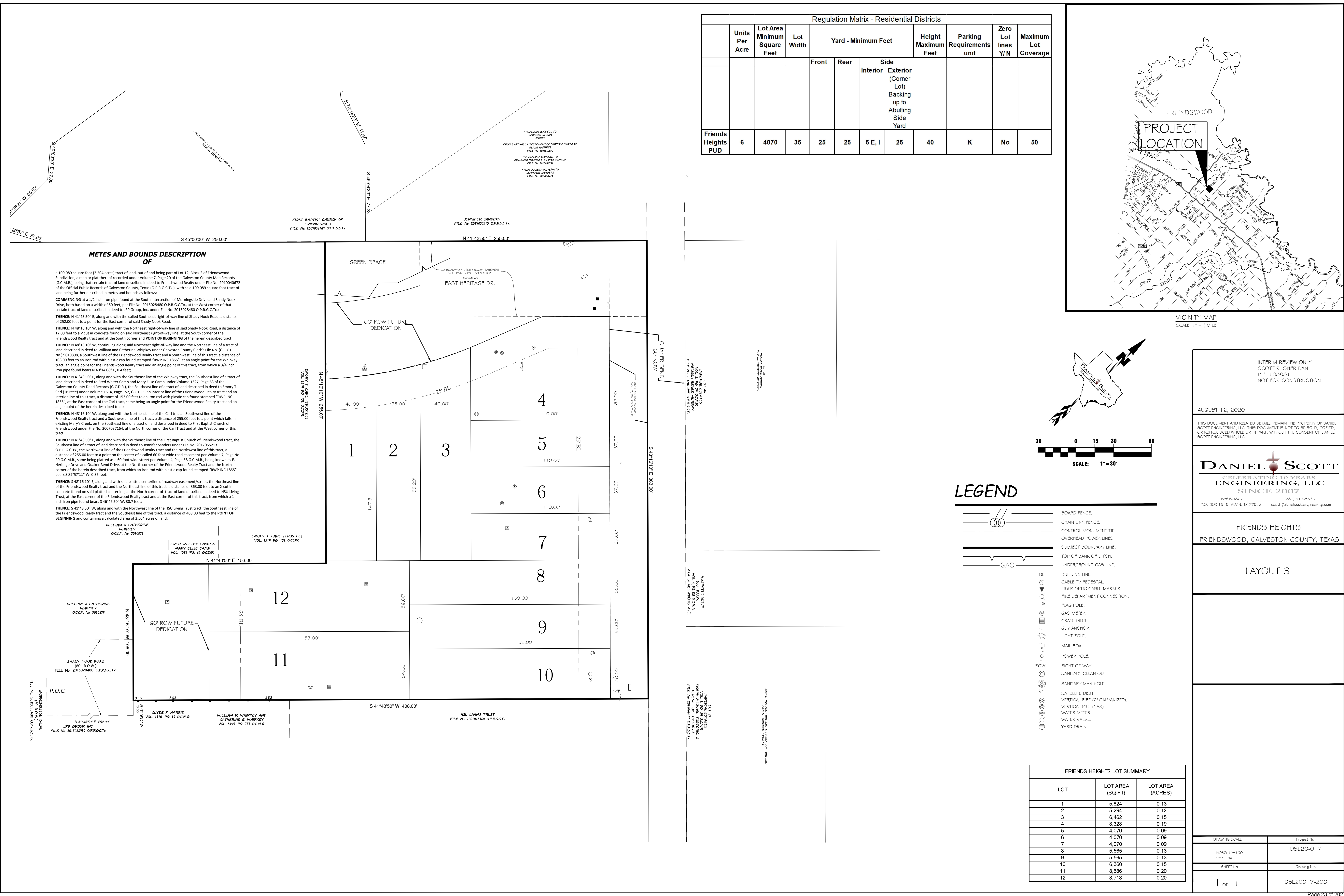


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 103'





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

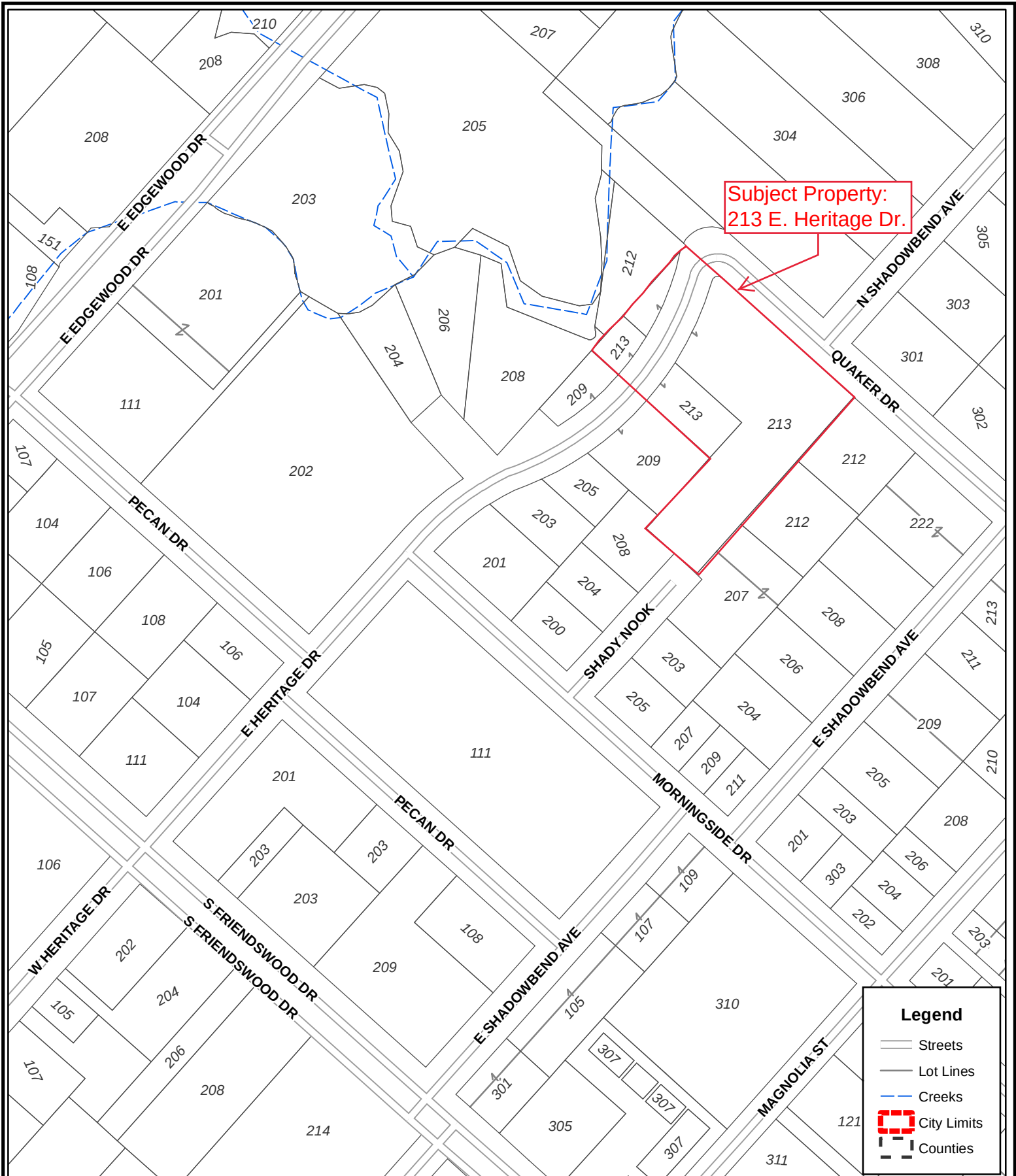


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 63'
 Page 24 of 202



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

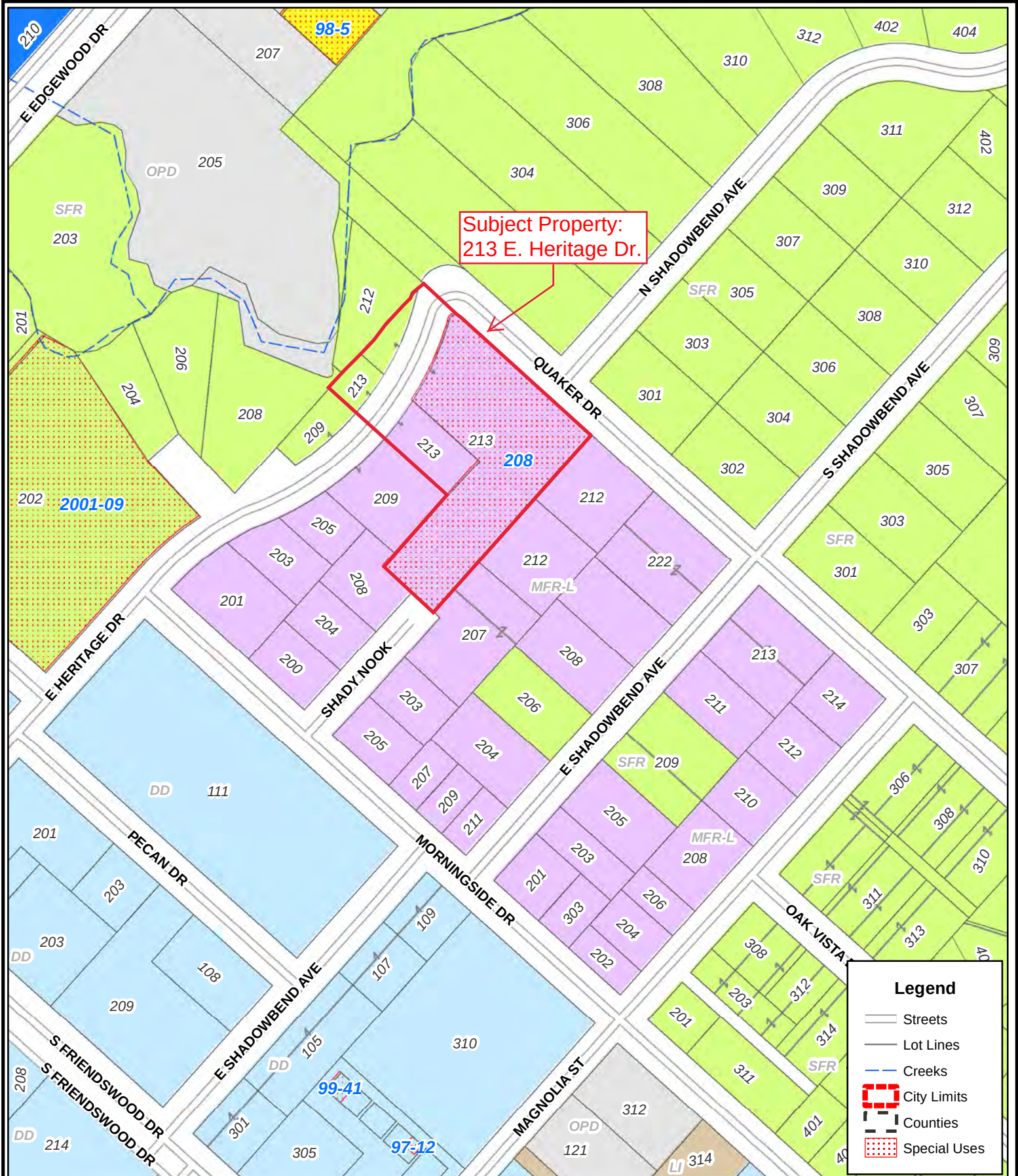


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 200'
 Page 25 of 202



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



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

Friendswood GIS Mapping



1" = 200'
 Page 26 of 202

Rezoning Report

August 2020

Project: Friends Heights

Address: 213 E. Heritage Dr.

Legal: 2.504 acres or 109,089 square feet of land out of Lot 12 Block 2 of Friendswood Subdivision, as recorded in Volume 238, page 14, of the Office of the County Clerk of Galveston County, Texas

Request: Zone classification change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density / Specific Use Permit (MFR-L/SUP) to Planned Unit Development (PUD)

Applicable Zoning Ordinance Excerpts:

PROPOSED ZONING

Zoning Ordinance

Section 7. Schedule of District Regulations:

- J. *PUD, planned unit development, general purpose and description.* This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the planning and zoning commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

The general purposes of all PUD, planned unit development districts, are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such...

PUD Application Requirements per Section 7.J. 2. Application

2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:

- (a) General land use and density plan;
- (b) Identify proposed general uses, densities, major open spaces, circulation and access features;
- (c) Statement indicating proposed phasing of development and the projected timing of each;
- (d) Data describing all processes and activities involved with the proposed use;
- (e) Regulation matrix designating what zoning district the development will follow;
- (f) Data describing any variation from the typical development requirements.

Modification Procedures for a PUD once Approved:

- (3) Modification of standards proposed within a PUD.
 - (a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.
 - (b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively, but shall require the owner to submit an application for an amendment to the district standards.

EXISTING ZONING:

B. *(R-2 and R-3) MFR-L, residential, general purpose and description.* The MFR-L, Multiple-Family Residential Dwelling—Low-Density District, is intended to provide for lowest-density multiple-family dwellings which may have a relatively intense concentration of dwelling units served by large open spaces consisting of common areas and recreation facilities, thereby resulting in a maximum density of six dwelling units per acre. The principal use of land may be one or several dwelling types, including multiple-family dwellings, and including two-family dwellings, garden apartments, condominiums and townhouses. Recreational, religious and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. The multiple-family residential dwelling district—low functions as a buffer or transition between commercial or higher density residential areas and lower density areas. The intent of these regulations is to allow development of property which may have a limited area suitable for residential development due to a portion of the property being flood-prone or adjacent to a district of a different zoning designation.

- 1. Area and height regulations. Area and height regulations in an MFR-L district are set forth in subsection Q.2 of this section, regulation matrix.
- 2. See section 8 for supplementary district regulations.
- 3. Reserved.
- 4. Permitted uses. Uses permitted in an MFR-L district are set forth in subsection P of this section, permitted use table.

Additionally, there are two other sections of the Zoning Ordinance that specify the use of lots or units per acre in MFR-L:

Section 7.Q.2. Residential Regulation Matrix

G. Developer must elect either units per acre or lot area. Two-family residential units on two lots are required when lot area is elected.

Section 7.Q.3. Area and Height Exceptions

- d. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements, provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.*

Existing Use/Site Attributes:

The site is currently vacant. The nursing home buildings were recently demolished following extensive damage from Hurricane Harvey.



City of Friendswood GIS Aerial Map (before)



Current site condition with structure demolished



Site looking from dead end of Shady Nook



Site looking from E. Heritage Drive

Zoning History:

The current zoning of the property is Multi-Family Residential Low Density with a Specific Use Permit for an Institution for the Aged (MFR-L/SUP), Multi-Family Residential (MFR-L) and a small portion being zoned Single Family Residential (SFR). The site was developed in the early 1970s as a nursing home (institution for the aged). A Specific Use Permit to allow the use was approved in 1974. At some point the nursing home company acquired the additional property and never incorporated it into the Specific Use Permit (SUP).

January 1974 – Specific Use Permit for Institution for the Aged approved with the following conditions:

1. There is to be no access to Shady Nook.
2. A sixty (60) foot right-of-way for Heritage Drive shall be deeded to the City.
3. A drainage culvert shall be installed, covered, and blacktopped on Quaker drive according to the City Engineer's specifications. The entire cost of the culvert and blacktop is to be borne by the Autumn Hills Corporation.
4. A screening hedge is to be planted between the parking area and the Fred Camp property.
5. A landscaped greenery buffer approximately 45 feet by 108 feet is to be maintained abutting Shady Nook.
6. Drainage of the back yard area and parking area is to be approved by the City Engineer with the City to pay for the difference in culvert size required to take the drainage off Shady Nook.

February 1974 – Variances issued for an addition

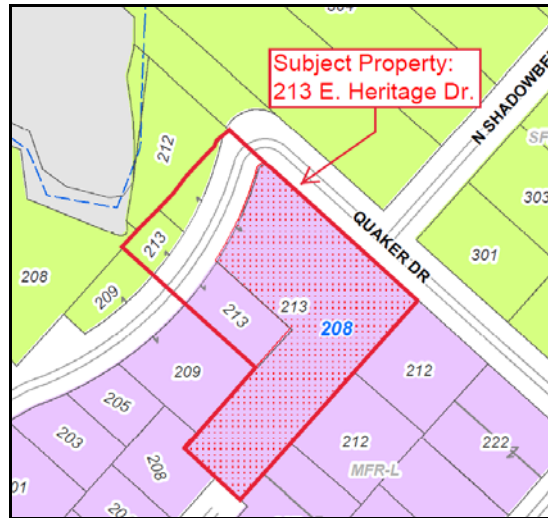
1. A variance to reduce the front building line of the proposed new addition from 25 feet to 15 feet 6 inches.
2. A variance to reduce the required off-street parking to a total of eighteen (18) cars in lieu of that required by the Zoning Ordinances and that an additional nine (9) nonconforming parking spaces be provided on Quaker Drive.

June 1974 – 60-ft Right-of-Way

A 60-foot right-of-way on Heritage Drive dedicated to the City (Volume 2561 Page 159)

Adjacent Zoning/Land Use:

The property fronts Quaker Drive and E. Heritage Dr. and has access to Shady Nook. The zoning of tracts immediately adjacent to the subject property are zoned Multi-Family Residential-Low Density (MFR-L) and tracts across Quaker Drive and E. Heritage Ave. are zoned Single Family Residential (SFR).



City of Friendswood Zoning Map

Platting Analysis:

The property will require preliminary and final plats in order to dedicate proper easements to serve the proposed development and correct the right-of-way dedication for East Heritage Drive. The development will be required to meet all applicable building codes and City ordinances.

Planning Analysis:

The proposed Planned Unit Development is for single family, elevated homes to be constructed on smaller lots. Details of the requested PUD are included in the application. The applicant provided two examples of other multi-family developments within the City – Quaker Village and Ashford Village. Both of these are townhomes/attached multi-family units with shared common areas. The structures themselves are owned as condominiums.

The proposed Planned Unit Development (PUD) is conceptual. There are several items that are going to have to be addressed during platting and construction plan approval including:

- Fire hydrants within 500 feet of all residences.
- Maintain 10-ft separation between residential units.
- Provide water and sewer taps for each individual lot. Easements may be required.
- Dedication of right-of-way for E. Heritage Drive
- An approved fire truck turn around at the end of Shady Nook. Additional right-of-way may be required making lots 11 and 12 smaller, but they would still meet the minimum of the PUD.
- Account for drainage at the end of Shady Nook, which is currently open ditch.
- Construction of fire truck turnaround, any drainage improvements, and water and sewer taps must be installed and accepted by City Council, which is required prior to plat recordation.

Comparison of City of Friendswood SFR, MFR-L Regulations and
Proposed Friends Heights Regulations

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards—Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear (a)	Side						
						Interior (d)	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR	2.7	11,600	90	25B	25	10 F	25A	20 C	40	K	No	35%
MFR-L	6 G	7260 G	45 G	25 B	25	10 E,I	25 B	20 C	40	K	No	50%
Friends Heights PUD	6	4070	35	25	25	5 E,I	n/a	25	40	K	No	50%

- A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.
- B. 35 feet on thoroughfares.
- E. Ten-foot minimum separation between buildings.
- G. Developer must elect either units per acre or lot area. Two-family residential units on two lots are required when lot area is elected.
- I. 25 feet when abutting land zoned single-family residential (SFR) district.
- K. Parking is required in accordance with the parking group table in the design criteria manual.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Low Density Residential.

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:

The property owner is eligible to receive credit, as far as detention requirements, for the previously existing impervious cover. Engineered drainage plans will be required to verify the drainage calculations. On-site mitigation will be required for any development with the AE Flood Zone.

The elevation of the new homes will be required to meet the requirements of the City's Flood Ordinance.

Utilities:

City water and sewer services are existing on the site. Water and sewer taps will be required for each lot. Fire hydrants must be located within 500 feet of each residential structure.

Access:

The project has direct access to Quaker Dr. and E. Heritage Dr., which in turn connects to FM 518. The property also has access to Shady Nook, a public street.

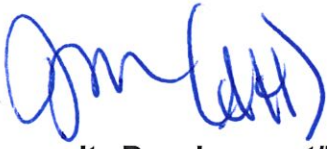
An approved fire truck turn around will be required at the end of Shady Nook. Approval of the design will be by the Fire Marshal's Office and the Engineering Department.

Park/Open Space:

Park dedication fees of \$600 per dwelling unit will be required at the time of building permit issuance.

Memo

To: Mayor and City Council

From: Joe Matranga, P&Z Chairman 
Aubrey Harbin, Director of Community Development/Planner

Date: September 16, 2020

Re: Zone classification change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density / Specific Use Permit to allow an Institution for the Aged (MFR-L/SUP Institution for the Aged) to Planned Unit Development (PUD) for 2.504 acres of land located at 213 E. Heritage Drive

At the Planning and Zoning Commission meeting held September 10, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 5 to 1 (Commissioner Clark was absent; Commissioner Perry opposed) to approve the zone change request referenced above with the following conditions:

- The bottom floor of all the homes must be enclosed. Exposed piers are prohibited to avoid the "beach home" look.
- Side yard setbacks on lots abutting tracts owned by others are 10 feet. This would apply to lots 1, 10, 11 and 12 on the master layout plan.

The primary zoning of the subject property is Multi Family Residential Low density (MFR-L). Although almost completely zoned MFR-L, the majority of the homes in the block that contains this property are single family homes. At one time, lower density homes, like single-family residential, could be built on higher density zoned property, but that is no longer allowed under Friendswood's ordinances. The main element of the proposed Planned Unit Development (PUD) will place single-family homes on smaller lots. The lots range from a minimum of 35 feet wide to a maximum of 82 feet wide and from a minimum of 110 feet deep to a maximum of 159 feet deep. The proposed twelve (12) homes will be elevated from 8 to 10 feet above grade with enclosed garages

occupying the first floor and then possibly two additional stories of up to 1500 square feet per story. The subject property is located near Mary's Creek with some portions of the property in flood hazard codes AE and Shaded X. The housing density in the proposed PUD will be the same as what is allowed in the MFR-L zoning district, which is 6 units per acre.

A PUD has several purposes, including to provide for the development of sites when such development is restricted by factors such as site location and shape and to accommodate innovation in development. The Commissioners in favor of the request concluded that by allowing this PUD, (i) single family homes would then be built on the property vs. multifamily homes, like townhomes or apartments, (ii) a variety of housing options would be added to Friendswood with this development and (iii) utilizing the PUD tool was a prudent way to creatively develop this property that has previously been flooded.

Commissioner opposition was mainly due to the large number of small, narrow lots in a small area causing some of the homes to be only 10 feet apart on some lots. Fire truck access from Shady Nook, that will provide access to two (2) of the homes, was also a concern.

In addition to the developer providing fire truck access that is acceptable to the City, detailed engineered plans for utilities and drainage will be required at a later date if the zone change is granted.

The Planning & Zoning Commission, on a 5 to 1 vote, recommends approval of this zoning change by City Council.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Hurricane Harvey and Drainage Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Hazard Mitigation Grant Program - Buyouts/Acquisitions

- 24 properties included in the initial application
- 3 properties have closed
- Deadline given on 7 properties under negotiations
- 14 properties declined offers
- Demolition services have started

Texas Water Development Board - Flood Mitigation Assistance Grant

- 4 properties included in the initial application
- 3 properties closed
- 1 properties have declined offer
- Demolition services have started on the properties acquired, but were delayed due to natural gas disconnect and asbestos issues

CDBG-Disaster Recovery (Harris County)

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

CDBG-Disaster Recovery (Galveston County)

- Kick-off meetings with the GLO have been held for both the infrastructure projects: (1) utility line burial; and (2) Deepwood flood mitigation
- Kick-off meetings with the GLO have been held for the acquisition project (Deepwood and Frenchman's Creek)
- Housing guidelines for our CDBG-DR projects for a 30-day public comment period
- The guidelines are required for the Deepwood and Frenchman's Creek acquisitions to outline how the program will function and what residents/renters are eligible for
- Comments will be accepted via email at eoc@friendswood.com or by mail attention the Fire Marshal's Office (910 S. Friendswood Drive)

FEMA Disaster Assistance

- FEMA has completed their review of the Deepwood/Shadwell damage costing/project efforts.
- The State and Feds are currently reviewing our project to acquire the Blackhawk Facility (the old Food Lion)
- Staff anticipate closing on the Blackhawk Facility in November

CDBG Mitigation Applications

- Engineering staff working mitigation application to be submitted later this month that includes a combination terracing/inline detention project and offline detention for downstream mitigation purposes
- Project includes the Whitcomb Tract, 47-Acres adjacent to Blackhawk WWTP, and the Autumn Creek/Friendswood Cove/Friendswood Oaks detention ponds

TS Beta

- Unique flood event; combination of slow moving rain bands and tidal surge up Clear Creek to FM 528
- Total rainfall 13 inches over 2 days
- Parts of Clear Creek saw higher water than TS Allison
- 6 homes reported to have taken on water (excluding garages)

1776/Imperial Estates Shelving Project

- 1000+ acre-feet of inline detention/terracing being installed

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Coronavirus Disease 2019 (COVID-19) Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

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

- Continue to monitor the pandemic;
- City facilities reopened to the public today;
- No businesses have been closed by the City of Friendswood due to COVID
- No citations have been issued by the City of Friendswood relative to compliance with Governor Abbott's Executive Orders
- Disinfecting workspaces and vehicles;
- Ramped up communications, both internally and externally, of CDC advisories, and;
- Partnering with Fisd on the use of Coronavirus Relief Fund
- Extended screening protocols for public meetings, previously applicable only to staff, to all participants

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 8/20/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual report from Friendswood Chamber of Commerce

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2020AnnualChamber report to the City

Friendswood Chamber of Commerce



September 16, 2020

The Honorable Mayor Mike Foreman and Council Members
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

Re: **2020 Annual Report**

It is our pleasure to update you and our City Council Members regarding the services that the Friendswood Chamber of Commerce provides the community. Current, new, and potential residents are provided with information at no charge as a service of the Chamber. The following is information as stipulated in the contract.

Annual Gala: Our year began with our Annual Gala with 225 in attendance. The evening was filled with lots of networking, awards, and good times.

State of the City: This luncheon was held in March at New Hope Church. The Keynote speaker was Mayor Mike Foreman who updated our businesses on upcoming projects within the City as well as presenting Community Awards.

Mid-March COVID 19: On March 13th everything came to a halt for any of our in-person events. We continued meeting via Zoom and working to keep our members connected in some way. We begin hosting Ribbon Cuttings in July. All committee meetings are via Zoom.

Promoting Members: In April, our focus became checking on our members and offering them any help in the form of advertising we could. This was particularly in the form of free E-Blasts. We continued sending out E-Blasts for our members for quite some time, letting residents and members know who was open and who was providing delivery or curbside pickup services.

Safe Work Environment: We are working along with the SBA, US Chamber of Commerce, Texas Chamber of Commerce Executives, and the Galveston County Task Force with Judge Mark Henry in promoting a safe environment for business employees and customers.

Referral Services/Newcomers: The Chamber provides referral services to the public regarding City officials and departments. The Chamber also acts as a liaison to relay all information regarding the City and its services. This increases each year as the City continues to grow.

City Events/Services: The Chamber answers inquiry calls pertaining to events or services the City provides. This includes information regarding community services such as youth sports programs, City Council schedules, Planning & Zoning Meetings, voting precincts, registration cards, FISD and CCISD School information, weather events as well as water rationing. The Chamber staff also relays Emergency Information for Harris and Galveston County as well as tax information for those counties. If the information for a specific department is at our disposal, we relay it to the public. Otherwise, we refer callers to the appropriate departments with names and phone numbers.

The Chamber also acts as a source to e-mail important information out quickly to the City businesses. The Chamber partners with the Office of Emergency Management to relay information to local merchants regarding emergency information. The Chamber also works with the Friendswood Police Department to educate local businesses in safety and crime prevention. These departments use our Boardroom to host their events.

Website: The Chamber website has links to the City of Friendswood as well as FISD and CCISD. Our website is used to relay information to citizens in an emergency. Now the community can post events on the Community Calendar. Chamber Members and non-members can RSVP and pay for all our upcoming events online.

Meeting Room: The Boardroom is currently limited for large gatherings. A spacious meeting room is available to local organizations, the business community, the City, and school districts. On average, our boardroom is used

4 days a week. During the July 4th celebration the City used the boardroom to host dignitaries, July 4th volunteers, police, EMS, and others.

The Chamber is grateful for the support from the City of Friendswood. The Chamber's budget depends on membership dues and other non-dues income to fund our events associated with our Program of Work.

The Friendswood Chamber of Commerce has the charge of helping to assure a positive and nurturing environment for area businesses. Creating such an environment is a joint effort and we are fortunate to have many partners with the same vision. Chamber President, Carol Marcantel, attends Galveston County events, City Council and Emergency Management meetings and sits on the Economic Development Committee. She is a member of the Gulf Coast Chamber Executives, which promotes Friendswood throughout the state and attends July 4th meetings as liaison for the Chamber.

The commitment the Chamber has continued to exhibit should be an incentive to other businesses to see that Friendswood's economic development is thriving and business is great.

As the Chamber and the City grows, our Chamber remains ready and willing to work in partnership with the City of Friendswood, Friendswood ISD and Clear Creek ISD schools and the many organizations that make Friendswood a place where businesses and families can thrive in a safe community.

Sincerely,
Derrick Brown, Chairman of the Board

Reported by Derrick Brown
Prepared by Carol Marcantel, IOM President/CEO



WHAT IS A CHAMBER OF COMMERCE? A Chamber of Commerce is a voluntary organization of business and professional people dedicated to the economic wellbeing of their community by working for a healthy economic climate of good jobs, capital creation, and honest, efficient government.

- A Chamber's strength lies in the number and diversity of its membership. Both large and small businesses from virtually every profession are represented and influence the direction of the Chamber's programs. These programs are financed by membership investments in the Chamber.

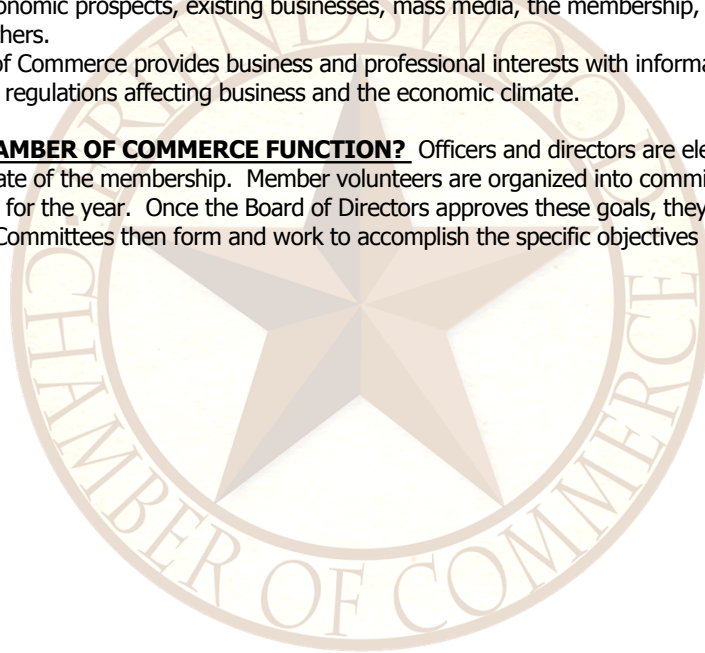
THE MEMBERS ARE THE CHAMBER. The more members the Chamber has, the better it can represent the business community. It accomplishes collectively what no one business can do alone.

- A Chamber of Commerce is **NOT** a department of local government, a social, civic, or charitable institution, nor a private advertising, publicity, or public relation agency.

WHAT DOES A CHAMBER OF COMMERCE DO? A Chamber of Commerce does what its membership wants it to do. Its basic function is that of economic development in a plan or philosophy accepted by its community. Community factors that affect economic development, such as education, transportation, and health care services, local, state, and federal government may come under the scrutiny and programs of the Chamber.

- Additional functions of the Chamber of Commerce include research and information; facts and information about the community and its activities; and market statistics. The Chamber disseminates these to a variety of populace economic prospects, existing businesses, mass media, the membership, newcomers, students, tourists, and others.
- The Chamber of Commerce provides business and professional interests with information on ordinances, legislation, and regulations affecting business and the economic climate.

HOW DOES A CHAMBER OF COMMERCE FUNCTION? Officers and directors are elected to choose policies based on the mandate of the membership. Member volunteers are organized into committees, which identify goals and programs for the year. Once the Board of Directors approves these goals, they become the Chamber's Program of Work. Committees then form and work to accomplish the specific objectives of the Program of Work.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual report from the Senior Citizens Advisory Committee

Originating Department: Parks and Recreation

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2019-2020 FSCP Annual Report

Friendswood Senior Citizen Program

2019-2020 Annual Report

There were many changes to the Friendswood Senior Citizen Program this 2019-2020 fiscal year. We gained 51 new members this year, giving us a total of 897 enrolled members. Even though we were only open for five months, our average monthly attendance was 1,107. Many of our new members were referrals by a friend or drawn to the center by our Friendswood Parks & Recreation Facebook page posts. In that short period, we offered 35 trips, 57 events, and had 26 daily activities throughout the week. In February we had our first Mardi Gras Celebration, where we had 175 people from all over the area attend. In March of this year, eighteen of our seniors went on our 7th annual Western Caribbean 7 night cruise to Cozumel, Belize, and Mahogany Bay on Isla Roatan. We also took a 3-day trip to San Antonio, where we toured the San Antonio Shoe Factory (SAS), had a guided tour of the city and it's historic mission, had dinner on a river cruise, and visited Grene.

The start of 2020 seemed like a very promising year. Our staff had planned many grand events, programs, activities and trips. However, as the global pandemic approached, we felt it was our responsibility and in the best interest to keep our seniors safe, while doing our part to help stop the spread of COVID-19. In March, we shut our doors and encouraged members to stay-at-home. Aware of the negative impact this would have on many of our seniors we began to look for ways we would be able to stay in touch with our precious senior citizen community as well as making them aware of resources that were available to them during this time.

Our first project was to team up with the Friendswood Rotary Club and Friendswood Youth Baseball to provide home delivery of local restaurant meals to those in need. Our seniors really enjoyed such tasty dinners and the chance to interact with the Friendswood Senior Citizen staff. Once the Rotary's meal project came to an end, some of our seniors opted in to receive five frozen meals every Monday provided by our partnership with Galveston County. To meet the requirements of the program, we also make two additional calls throughout the week to stay in contact with those participating in our meal program.

The new normal for programming across the nation has been virtual, which can be challenging for some of our 50 and older community. Our first virtual program was Bingo, which we have continued to host every Thursday at 1:00 pm. We've been fortunate to have established a good relationship with businesses around the area, which sponsor our prizes for bingo winners. Each Thursday we average about 20 players but have had as many as 27 at one time. This has definitely been the golden hour for our staff as we get to interact with our members through a special messaging section on the website. We also deliver the prizes to our winners personally, as long as they live in the Friendswood area. At one point our Bingo stream caught the attention of a Recreation Coordinator from Tracy, California, who contacted us for tips on creating a successful Virtual Bingo.

Physical Activity is so important for the health and wellbeing of seniors. Which is why our eight fitness programs offered throughout the year are so popular. However, after closing our building and the many recommendations to stay home, our seniors have lost their only way and motivation to exercise. For this reason our program is currently offering fitness programs virtually. After logging into our fitness website and just the click of a button, our seniors are able to exercise with our instructors' via a live stream. Marian Gordner leads a 50+ Exercise class on Monday and Wednesday at 9:00 am and Leti Silva offers Zumba Gold on Tuesday and Thursday at 9:30 am. If you've ever tried to teach someone how to use a computer, you'll know how difficult it is for them to understand. Imagine trying to teach someone over the phone. It wasn't easy, but many tried their best, especially to see their beloved volunteer instructors on their screens. We have around 15 participants each morning, but since the video recording stays on our website, 15 more will watch throughout the day.

We have also brought in several members and interviewed them for our new segment called Senior Moment. In the segment we ask our members about their childhood memories, including their most embarrassing or proud moments, and things they miss most about our program. We've interviewed 12 seniors so far and hope to interview many more in the future. Our first video was emailed to our members on October 1st. We hope they will enjoy these videos as much as we enjoyed filming them.

During the closure we have also been working on organizing and renovating the building. The inside of the building has been decluttered, cleaned and painted. Staff have also installed new hand sensor faucets and soap dispensers. The outside has been power washed.

Our virtual programming has attracted new seniors to our program. Most of them have called us and are looking forward to attending our events and meeting us, once we reopen. Our goal is that the Friendswood Senior Citizen Program will resume before the end of 2020. We receive multiple calls a day, with seniors expressing the negative impact this has taken in their lives and beg us to reopen. Our staff is researching other entities which have already opened and working on a plan to safely open the doors to the Activity Building. Though we know regular programming will not be offered from the start, we hope to offer programs both virtually and in-person so that we may continue to enrich the lives of senior adults in the Friendswood Community.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the disposition of Bid Number 2020-14 Designate the Official Newspaper for Publication of Legal and Official News for the City of Friendswood.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Section 11.02 of the City Charter requires biennial designation of the Official Newspaper for the purpose of publishing all legal notices of the City. Bids were taken for this service and a formal bid was published twice and publicly opened on September 18, 2020. The Friendswood Reporter News and The Galveston Daily News were the only two bids received. The Friendswood Reporter News is the City's current designated Official Newspaper. They submitted the lower bid.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

There are several factors that the City considers when choosing the Official Newspaper with the primary factors being the cost of publishing as well as submission deadlines and visibility. The Friendswood Reporter News has met the requirements in each of these areas as well as offering the additional exposure of having the City's legal notices on their website.

RECOMMENDATIONS

Staff recommends that Council consider approving the designation of the Friendswood Reporter News as the Official Newspaper for the City of Friendswood for a term of service from October 01, 2020, to September 30, 2022.

ATTACHMENTS

1. BID 2020-14 Designate Official Newspaper bid opening results
2. Reporter News Bid
3. The Galveston Daily News Bid

BID OPENING
SCHEDULED TO BE AWARDED: _____

DATE: September 18, 2020

TIME: 2:00 PM

BID: 2020-14 Designate Official Newspaper

BID #: 2020-14

<u>COMPANY/ADDRESS</u>	<u>BID BOND</u>	<u>BID RECEIVED</u>	<u>BID AMOUNT</u>
1. Reporter News P. O. Box 954 Friendswood, TX 77549	N/A	09/17/20 @ 4:10 p.m.	\$6.00 per column inch
2. The Daily News P. O. Box 628 Galveston, TX 77553	N/A	09/18/20 @ 11:10 a.m.	\$10.00 per column inch

CSO & Departmental Representatives: Susan Ballard, Michelle Perez

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION. ANY QUESTIONS REGARDING THIS INFORMATION, CONTACT THE CITY MANAGER.

To: City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546-4856
Attn: Melinda Welsh, TRMC

September 18, 2020

From: Friendswood Reporter News
P.O. Box 954
Friendswood, Texas 77549

Subject: City of Friendswood
Bid No. 2020-14

In response to the City of Friendswood's Bid No. 2020-14, the Friendswood Reporter News submits this proposal offering our services as the official designated newspaper for the City of Friendswood for the period October 1, 2020 to September 30, 2022. These services include the publication of legal notices, employment ads, ordinances, meeting notices, tax notices and other items of public interest.

The Friendswood Reporter News is a general public circulation newspaper. It meets all the designated requirements for a 2nd Class newspaper as required by state and postal regulations. Circulation information attached.

All designated documents will be published in the **Friendswood Reporter News** and distributed by carrier or mail on Wednesdays. They will also be published, at no extra cost, in the **Pearland Reporter News**, and the **Manvel Reporter News**.

Published documents will be included in the **Reporter News Website (myreporternews.com)** at no extra cost.

The following is a cost summary:

Price: \$6.00 per column inch (Based on six columns)

Samples: RFA No. 2020-02
10.0 inches (2x5) @\$6.00/column inch = \$60.00
Scheduled run for two weeks for a total of \$120

Ordinance No. 2020-05
6.0 inches (2x3) @ \$6.00/column inch = \$36.00

Deadlines

Regular: Monday at 5pm
Extended: Tuesday at 12pm
Late: Notify the paper in advance if any City legals will be submitted after 12pm and we will make every effort to accommodate them.

Each week, thirty-five (35) copies of The Reporter News will be delivered to the City of Friendswood office.

The Friendswood Reporter News will provide (deliver) legal affidavits, with copies of the legal ads attached, to the City on a weekly basis. The affidavits will certify the published date(s) and will be signed by an officer of the company and notarized. Special requests for affidavits on the day of publication will be honored.

A handwritten signature in black ink, appearing to read 'Laura A. Emmons', with a stylized, flowing script.

Laura A. Emmons
Executive Editor & Publisher
Friendswood Reporter News

The Daily News.

September 17, 2020

City of Friendswood
Attn: Melinda Welsh, City Secretary
910 S. Friendswood Dr., Friendswood, TX 77546

Re: BID # 2020-14

DESIGNATE OFFICIAL NEWSPAPER FOR PUBLICATION OF LEGAL AND OFFICIAL NEWS FOR THE CITY OF FRIENDSWOOD

TAB A – Company's Fee

Please find this letter as our written commitment for providing the City of Friendswood with the finest and most professional services in regard to the processing, publishing, and distribution of legal notices.

Our lowest published rate is currently \$23 per column inch. *The Daily News*, however, is willing to offer the City of Friendswood a deeply discounted rate of **only \$10 per column inch** - -a savings of \$13 per column inch.

Bid Samples: A & B (Attached).

Company's Schedule of Additional Fees

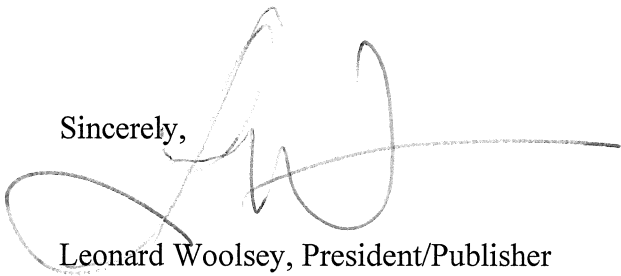
Also, besides this discount on the per column inch rate, we are pleased to offer the following items absolutely free:

1. Free affidavits (regular fee is \$15 per unit)
2. Free notary public services
3. Free tear sheets
4. Free additional tear sheets upon request
5. Six (6) free print / digital subscriptions to *The Daily News* (\$1,704 annual value)
6. Free public digital access to all City of Friendswood legal advertising.
7. (35) – No charge copies of the newspaper to be delivered to the City Secretary's office for distribution.

Circulation Data and Online Data (Attached)

The Daily News, the oldest continuously publishing newspaper in the state of Texas and is on solid financial footings as to allow the City of Friendswood to count on us to deliver such important notices.

Sincerely,

A handwritten signature in dark ink, appearing to be 'L. Woolsey', with a long horizontal flourish extending to the right.

Leonard Woolsey, President/Publisher
The Galveston County Daily News

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action authorizing the City Manager to negotiate/execute a Special Warranty Deed of Gift from Autumn Creek Development, Ltd., for Restricted Reserve F of West Ranch.

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As Council heard at the September meeting, staff is working on a flood mitigation grant application for CDBG-MIT dollars. The submittal will include a number of properties along Clear Creek on the Whitcomb Tract and along both sides of Bay Area Blvd.

With respect to one of the Bay Area Blvd properties, the City of Friendswood executed a contract with Autumn Creek Ltd and the West Ranch Management District in 2005 that identified a future dedication of 47 acres immediately adjacent to the Clear Creek and the Blackhawk WWTP. The dedication stipulates the property would be utilized for park purposes. Staff has been in communication with the Management District on the joint use of the tract; both for parkland and flood mitigation purposes. The attached draft deed is close to being finalized with the District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Development of the 47 acres as a natural park/flood mitigation facility will greatly improve the quality of life of Friendswood residents in regard to recreational activities along with reduced flooding in the area.

RECOMMENDATIONS

Authorize the City Manager to finalize the draft deed with the West Ranch Management District and execute it accordingly.

ATTACHMENTS

1. West Ranch - Autumn Creek Ltd - DOG of 47 Acret Tract to City

SPECIAL WARRANTY DEED OF GIFT
RESTRICTED RESERVE "F" WEST RANCH

Date _____

Grantor AUTUMN CREEK DEVELOPMENT, LTD.,
a Texas limited partnership

Grantor's Mailing Address
681 Greens Parkway, Suite 220
Houston, TX 77067-4526

Grantee CITY OF FRIENDSWOOD

Grantee's Mailing Address
910 South Friendswood Drive
Friendswood, TX 77546

Property All of Restricted Reserve "F" of West Ranch, according to the plat thereof recorded under Clerk's File No. **20090282946** of the Real Property Records of Galveston County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Matters Affecting Conveyance and Warranty:

1. In accordance with the 2005 Utility Services Contract between the City of Friendswood, Autumn Creek Development, Ltd., and the West Ranch Management District, the Grantor does grant and convey in fee simple the Property with Special Warranty of title unto Grantee.
2. This conveyance is a gift by Grantor to Grantee, and the consideration for the conveyance shall be the mutual benefits derived by each party from this conveyance and Grantee's adherence to the requirements to the terms of the grant.
3. The Property shall be used solely for park, landscape, open space, and drainage purposes. The Grantor understands the Grantee intends to pursue and install flood mitigation improvements within the subject tract. Any proposed improvements is subject to the consent and approval of the Grantor. However, such consent and approval cannot be unreasonably withheld.
4. The exception and reservation of all oil, gas and other minerals in, on and under the Property, which minerals were excepted and reserved by predecessor or predecessors in title of Grantor, and which exception is made in favor of present owner or owners of such minerals as their interests may appear of record in Galveston County, Texas.
5. This conveyance is subject to all matters of record in Galveston County, Texas, validly subsisting against and affecting the Property on this date, except prior conveyances and monetary encumbrances. The entire mineral estate in the Property has been reserved by Grantor's predecessors in title.
6. Grantor reserves, together with the right of assignment in whole or in part, multiple easements on, along and across the Property for utility lines and for drainage, and the right to grant additional easements on, along and across the Property for public and private purposes without joinder of Grantee; provided, however, that any such use shall not unreasonably interfere with rights specifically granted to Grantee herein. Such easements include (but are not limited to) easements to public

agencies and governmental agencies; easements for overhead and underground electrical distribution, natural gas transmission, telephone, cable television and similar services.

7. Grantor shall have the right, but not the obligation, to build and construct additional recreational facilities or landscaping on the Property with Grantee's consent. Such consent will not be unreasonably withheld provided the proposed improvements do not interfere with the Grantee's use of the property. Upon completion and installation of these facilities, the facilities shall become Grantee's property.
8. The Property and all improvements on the Property shall be kept at all times in a sanitary, healthful and attractive condition with all weeds, grass and underbrush cut. No portion of the Property or the improvements shall be used for the exterior storage of materials or equipment.
9. Notwithstanding any other term of this Deed of Gift, if any part of the property ceases to be used for the purposes stated above, title to the Property not so used may, at Grantor's sole election and upon written notice to Grantee, revert to and become vested in Grantor; provided, however, that all restrictive covenants of this Deed of Gift shall cease to exist and be of no further force or effect with respect to the land which reverts in Grantor.
10. The Property is encumbered by all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the West Ranch Management District ("WRMD"), within whose jurisdiction the Property is located in its entirety.

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the effect of confirming or recognizing the validity of any instrument or right which had, on or immediately prior to this date, expired or lapsed by its terms or otherwise.

The reservations, conditions, covenants, exceptions and restrictions set out in this Deed of Gift and the obligations that are the undertakings of Grantee and its successors and assigns recited in this Deed of Gift shall be covenants running with the land and shall be binding on Grantee and its successors and assigns.

Grantor, for the consideration and subject to the reservations, conditions, exceptions and other matters set out in this Deed of Gift, including the Matters Affecting Conveyance and Warranty, gives, grants and conveys the property to Grantee, together with all in singular the rights and appurtenances thereto and any wise belonging, to have and to hold unto Grantee, and Grantee's successors and assigns for as long as the conditions of this Deed of Gift are satisfied. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and to Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the Matters Affecting Conveyance and Warranty, when the claims are by, through and under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns shall include the plural. Titles used in this Deed are used for convenience only and shall not limit or affect the content.

Grantee has executed this Deed of Gift for purposes of acknowledging acceptance of this instrument and to evidence its assent to the terms and provisions of the instrument.

AUTUMN CREEK DEVELOPMENT, LTD.,
a Texas limited partnership,

By: Lennar Texas Holding Company,
a Texas Corporation, its General Partner

By: _____
John W. Hammond, Vice President

CITY OF FRIENDSWOOD

By: _____
_____, _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2020 by John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas corporation, as General Partner of Autumn Creek development, Ltd. a Texas limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2020 by _____, _____ of Friendswood, Texas.

Notary Public, State of Texas

After Recording please return to:
Friendswood Development Company
681 Greens Parkway, Suite 220
Houston, TX 77067-4526
Attn: Monica Vega-Duffield

EXHIBIT “A”

We, AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, acting by and through Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, d/b/a Friendswood Development Company, as Agent and Attorney-in-Fact, acting by and through John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas Corporation, its general partner, hereinafter referred to as Owners of the 46.79 acre tract described in the above and foregoing map of WEST RANCH RESTRICTED RESERVE "F", do hereby seek and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, acting by and through Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, d/b/a Friendswood Development Company, as Agent and Attorney-in-Fact, acting by and through Lennar Texas Holding Company, a Texas Corporation, its general partner has caused these presents to be signed by John W. Hammond, its Vice President, thereunto authorized, this 14 day of June, 2009.

AUTUMN CREEK DEVELOPMENT, LTD.,
a Texas Limited Partnership

By: Lennar Homes of Texas Land and Construction, Ltd.,
a Texas Limited Partnership, d/b/a Friendswood Development Company, as Agent and Attorney-in-Fact

By: Lennar Texas Holding Company,
a Texas Corporation, its general partner

By: John W. Hammond
Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas Corporation, the general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, d/b/a Friendswood Development Company, as Agent and Attorney-in-Fact to AUTUMN CREEK DEVELOPMENT, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of June, 2009.

Printed Name: VIRGINIA L. VEGA-CAPISTRAN
Notary Public in and for the State of Texas
Commission Expires: 9/9/2012



I, Larry E. Grayson, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that all bearings, distances, and other associated boundary information on the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods have an outside diameter of not less than three (3/4) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.



By: Larry E. Grayson
Larry E. Grayson, R.P.L.S.
Texas Registration No. 5071

This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas has approved this plat and subdivision of WEST RANCH RESTRICTED RESERVE "F", in conformance with the rules and regulations of the City of Friendswood as adopted by the City Council and authorized the recording of this plat

this 29 day of June, 2009.

By: Kevin Holland
Chairman

Attest: Aubrey Harbin
Development Coordinator

I, Morad Kabiri, P.E., AICP, Interim Director of Community Development of the City of Friendswood, do hereby certify that the plat of this subdivision complies with all the existing rules and regulations of the City as adopted by the City Council and further that it complies with all of the ordinances as currently adopted by the City.

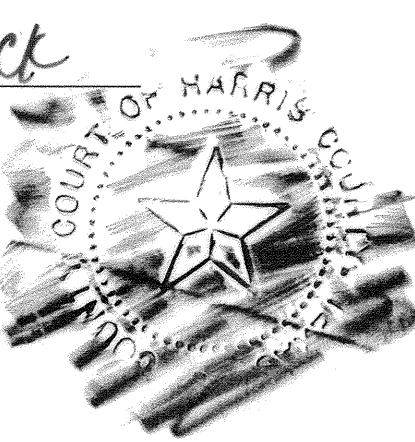
By: Morad Kabiri
Morad Kabiri, P.E., AICP
Interim Director of Community Development

I, Beverly B. Kaufman, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on June 29, 2009, at 12:38 o'clock, P.M., and duly recorded on June 30, 2009 at 8:08 o'clock; A.M. and at Film Code No. 630164, of the Map Records of Harris County for said County.

Witness my hand and seal of office, at Houston, the day and date last above written.

THIS CERTIFICATE IS VALID ONLY AS TO THE INSTRUMENT ON WHICH THE ORIGINAL SIGNATURE IS AFFIXED AND ONLY THEN TO THE EXTENT THAT SUCH INSTRUMENT IS NOT ALTERED OR CHANGED AFTER RECORDING.

By: Beverly B. Kaufman
Beverly B. Kaufman
County Clerk
of Harris County, Texas
Deputy EDITHA V. WACK



CURVE DATA				
NUMBER	RADIUS (FT.)	DELTA ANGLE	ARC LENGTH (FT.)	CHORD BEARING
C1	2050.00	14°08'58"	506.26	S11°45'25"E

LINE DATA		
NUMBER	BEARING	DISTANCE (FT.)
L1	S18°49'54"E	248.52'
L2	S71°10'06"W	100.50'
L3	N66°06'43"W	95.22'
L4	S72°46'27"W	29.59'
L5	N65°26'57"W	116.49'
L6	N75°12'02"W	102.05'
L7	S88°38'16"W	178.89'
L8	N66°27'29"W	45.74'
L9	N68°05'11"W	131.82'
L10	N48°29'22"W	199.99'
L11	N16°03'34"W	199.42'
L12	N10°52'14"W	90.01'
L13	N48°21'28"W	319.44'
L14	S41°35'39"W	319.93'
L15	N01°27'56"E	55.90'
L16	N24°08'00"E	224.75'
L17	N54°22'39"E	72.87'
L18	N61°08'34"E	260.83'
L19	N75°18'45"E	103.80'
L20	N89°03'33"E	139.48'
L21	N84°28'41"E	114.75'
L22	N75°03'02"E	71.50'
L23	N68°56'11"E	95.17'
L24	N63°22'17"E	86.40'
L25	N39°17'15"E	201.19'

LINE DATA		
NUMBER	BEARING	DISTANCE (FT.)
L26	S24°59'59"E	48.52'
L27	S06°53'53"E	87.56'
L28	S32°34'30"E	85.50'
L29	S88°45'46"E	14.96'
L30	N43°58'38"E	112.42'
L31	N31°35'58"E	112.59'
L32	N56°40'10"E	32.67'
L33	S79°16'02"E	52.80'
L34	S63°41'00"E	52.09'
L35	S49°21'41"E	37.53'
L36	N70°31'51"E	39.78'
L37	N22°40'53"E	57.03'
L38	N00°25'23"W	29.48'
L39	N38°19'20"W	86.26'
L40	N18°11'37"E	50.57'
L41	N03°14'28"W	72.07'
L42	N67°04'19"E	40.61'
L43	S55°58'46"E	76.98'
L44	S74°04'07"E	36.58'
L45	N67°51'08"E	41.85'
L46	N37°46'06"E	106.81'
L47	S77°46'20"E	39.60'
L48	S41°30'17"E	75.20'
L49	S35°07'11"E	41.88'
L50	N84°50'48"E	37.80'

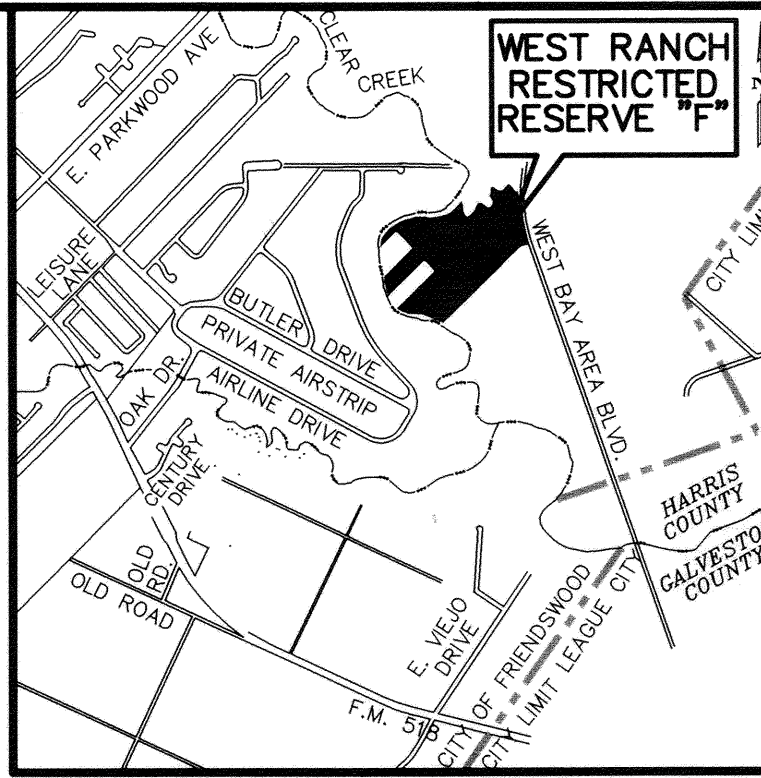
FILED

6/29/2009 12:38 PM

County Clerk
COUNTY CLERK
HARRIS COUNTY

20090282946

6/29/2009 11p2 \$60.00



VICINITY MAP
1" = 2000'
KEY MAP NO. 657L

GENERAL NOTES

- "SAN.S.E." indicates "Sanitary Sewer Easement".
- "H.C.C.F." indicates "Harris County Clerk's File Number".
- "H.C.M.R." indicates "Harris County Map Records".
- There are no pipeline or pipeline easements within the boundary of this subdivision.
- The finish floor elevations of all structures shall be located above the Base Flood Elevation (established by FEMA) as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
- The subject property is located within City of Friendswood Planned Unit Development Ordinance No. 2004-20, adopted February 7, 2005 and is subject to all regulations contained therein.
- No residential, commercial, or industrial structure other than structures need vary to operate the pipeline shall be erected or moved to a location more than fifty (50) feet to any pipeline except low pressure distribution system pipelines.
- No residential, commercial, or industrial structure shall be permitted to be built nearer than one hundred and fifty (150) feet from any well or related facility other than structures necessary to operate the well or facility.
- All reserves contained within this final plat shall be maintained by the West Ranch Management District until such time that the land is dedicated to the City of Friendswood as per the time the City of Friendswood will maintain the plotted land.
- Bearing orientation is based on Texas Plane Coordinate System, South Central Time Zone, NAD83 and monumented on the ground as follows: starting at a 3/4-inch iron pipe found for the southwest corner of a 5.00-acre tract of land described in a deed recorded at Galveston County Clerk's File No. 9722847 and being in the northerly right-of-way line of F.M. Road No. 518, THENCE N 66°48'50" W, 1474.06 feet along the northerly right-of-way line of F.M. Road No. 518 to a found TxDOT monument with a brass disk.
- The property lies in Zone "AE" (special flood hazard areas subject to inundation by the 1% annual chance flood event - base flood elevations determined) as delineated on the Flood Insurance Rate Map For Harris County, Texas and Incorporated Areas, Map Number 48201C1070 L, effective June 18, 2007.
- This plat boundary closes within 1 in 10,000.
- Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks along reserves, common areas, and ADA ramps prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required, they shall be a width of not less than four (4) feet and comply with Federal, State and Local requirements.
- No trees will be removed from the land within the boundaries of this plat.
- Development of this tract requires written approval by Harris County Flood Control District.
- Means Found 1/1. Rod Coter & Burgess.

BENCHMARKS:

Project Benchmark: Floodplain Reference Mark Number RM010080; Benchmark is a brass disk stamped 010080 set at the intersection of Blackhawk Regional Treatment Plant Entrance Driveway and Bay Area Blvd. located on top of the south curb of the entrance driveway to the treatment plant. KeyMap Page 627L.
Elevation: 23.82 Feet NAVD-88, 2001 Adjustment

Project Benchmark: Floodplain Reference Mark Number 010095 is a NGS metal rod in aluminum casing stamped H02SD 54 1988 located at 1301 FM 528 (Parkway) at the Clear Creek Drainage District Office, at the northwest corner of the parking lot. KeyMap Page 656M.
Elevation: 29.43 Feet NAVD-88, 2001 Adjustment

TBM 1-12-1: Benchmark is a box cut on top of a concrete headwall with two (2) 60-inch culverts on the north side of FM 518 located approximately 1.816 feet west of the east boundary line of the Slope Subdivision.
Elevation: 25.70 Feet NAVD-88, 2001 Adjustment

TBM GPS 4 - Benchmark is a metal rod in aluminum casing stamped "John Chance - GPS 4" located approximately 371 feet west of the east boundary line of the Slope Subdivision on the south side of FM 518, 31 feet north of a hog wire fence and 131 feet west of the west end of a concrete headwall.
Elevation: 24.14 Feet NAVD-88, 2001 Adjustment

FINAL PLAT WEST RANCH RESTRICTED RESERVE "F"

A SUBDIVISION OF 46.79 ACRES OF LAND
OUT OF THE JOHN DICKINSON SURVEY, A-15 &
SARAH MC KISSICK SURVEY, A-549
CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS

LOTS: 0 RESERVES: 1 BLOCKS: 0
SCALE: 1"=100' DATE: JUNE 05, 2009

OWNER:
AUTUMN CREEK DEVELOPMENT, LTD.
550 GREENS PARKWAY, SUITE 100
HOUSTON, TEXAS 77067
(281) 878-1552
MR. KEITH SCHOONOVER

LAND PLANNER:
KERRY R. GILBERT & ASSOCIATES, INC.
23501 CINCO RANCH BLVD., SUITE A250
KATY, TEXAS 77484
(281) 578-0340
MS. CHRISTY SMIDT



BROWN
& GAY
ENGINEERS, INC.

Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 Fax: 281-558-9701
— Civil engineers and surveyors —

MR. ENRIQUE MORALES, P.E.
MR. LARRY E. GRAYSON, R.P.L.S.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 8/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding disposition of RFP 2020-11 Project Management Services for the Community Development Block Grant -Disaster Relief (CDBG-DR) Property Acquisition and Demolition by authorizing staff to negotiate with offeror and enter into an agreement if it is most advantageous to the City.

Originating Department: Fire Marshal

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

HGAC (excluding Harris County) has developed a Method of Distribution (MOD) to distribute more than \$240,000,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the HGAC region, which includes Galveston County jurisdictions devastated by Harvey. Friendswood was allocated \$2,762,650 for buyouts and acquisitions and \$2,691,517 for infrastructure projects.

On August 5, 2019, City Council adopted a resolution to amend Resolution R2019-01 and adopt a Citizen Participation Plan. With resolution R2019-24, Council supported the submission of acquisition and infrastructure projects to the GLO for CDBG-DR funds. These projects were for the acquisition of structures along Deepwood Drive, Acquisition of townhomes at Frenchman's Creek, Combination of lift stations 1 & 17, and a flood control project along Deepwood Drive.

On June 24, 2020 contracts were signed by the City Manager for the acquisition and infrastructure project.

On August 5, 2020 RFP 2020-11 Project Management services was posted for the management of the CDBG-DR acquisition projects. On Aug 25, 2020, one proposal was received from Property Acquisition Services, LLC

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City must meet all requirements of the GLO to receive reimbursement.

RECOMMENDATIONS

Request Council's approval to authorize staff to negotiate with offer or enter into an agreement if it is most advantageous to the City, with Property Acquisition Services, LLC.

ATTACHMENTS

1. RFP 2020-11 Project Management Services v1
2. PSA - Pricing Sheet

City of Friendswood, Texas

Request for Proposals



Project Management Services
For the City of Friendswood
RFP 2020-11

SUBMIT PROPOSALS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, August 25, 2020
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2020-11

I. INVITATION

The City of Friendswood, Texas (the “City”) invites the submittals of proposals (“Proposals”) from qualified individuals or firms (“Respondent”) interested in providing acquisition and project management services relating to the impacts from Hurricane Harvey, DR-4332-056. Respondent is responsible for complying with any and all United States Housing and Urban Development (HUD), Texas General Land Office (GLO), and other local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

The selected consultant will have a demonstrated record of work experience in multiple disciplines related to this effort, including, but not limited to, the following: management of Community Development Block Grant – Disaster Recovery (CDBG-DR) program, buyout of private residences, and management of the Uniform Relocation Act (URA). Under this RFP, acquisition and project management services include, but are not limited to: landowner notification, title commitment, appraisal, negotiation, settlements, environmental services, ensure compliance with the Uniform Relocation Act (URA), and closeout. These services should be bundled and all proposals should include a breakdown of each service per each property.

II. SUBMITTAL PROCESS

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

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

Proposals sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2020-11.

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

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

III. CONTENT OF SUBMITTAL

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

Proposal for RFP 2020-11 Project Management Services

Respondent Firm or Individual Name

Submittal Date

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

A. Cover Letter

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

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization and staffing of your firm
2. Identify the project manager and each foreman who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's experience in working with government agencies.
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed in III.C.1. For each, please provide:
 - a. Project name and location
 - b. Year completed
 - c. Short description and project
 - d. Provide applicable references for each project.

D. Project Methodology

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

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services (e.g. landowner notification, title commitment, appraisal, negotiation, settlements, environmental services, compliance with the Uniform Relocation Act (URA), and closeout) and should include a breakdown of each service per each property.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the city.

F. References

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

IV. SCOPE OF WORK

The city requires the expertise of a vendor to advise and assist with evaluating, planning, management, and execution of CDBG-DR property acquisition programs. This program is funded through the CDBG-DR and may be reimbursed by various State and Federal agencies. It is anticipated that approximately 21 parcels may be purchased; the City reserves the right to purchase more or less properties.

- A. Develop, maintain, and submit all necessary documentation per grant requirements.
- B. Develop and submit all necessary grant reporting forms to the Texas General land Office (GLO).
- C. Facilitate any and all meetings throughout the project, including those with the homeowner(s) and renter(s).
- D. Manage all aspects of property titles.
- E. Manage all aspects of property closings.
- F. Manage all aspects of property appraisals and property offers.
- G. Manage all aspects of environmental services, including testing, and abatement.
- H. Determine federal benefits from Hurricane Harvey and prevent any duplication of benefits for each property and/or renter.
- I. Assist with reimbursement documentation per grant requirements.
- J. Manage audit and grant close out process.
- K. Manage all aspects of property transfers.
- L. Provide guidance to City throughout the project, as needed, including ensuring staff availability to answer questions at City Council.
- M. Determine eligibility for the CDBG-DR program, to include: ownership, child support, property taxes, and other items that may be applicable.
- N. Ensure compliance with the Uniform Relocation Act (URA). This includes negotiating with Homeowners and renters, attempting to find suitable replacement housing for the occupant, coordinating URA payments with the City, and any other actions necessary to meet URA requirements.
- O. Ensure full compliance with HUD, GLO, and 2 CFR 200 requirements.
- P. Coordinate the dissolution of the relevant Homeowners Association (HOA). This includes providing guidance to the dissolution process, coordinating with the HOA management company and board, coordination with homeowners, contracting legal services as necessary, and any other activity that may be associated with dissolving a HOA.

V. SPECIFICATIONS

A. Landowner notification:

1. Landowner contact letter, including:
 - a. Bill of Rights to all property owners, if applicable
 - b. Project details and identification of the selected appraiser, if applicable
 - c. Metes and bounds and parcel sketches
2. Landowner contact information, if available
3. Contact with renters and communication of all URA rights.

B. Title

1. Open title and obtain commitment when requested
 - a. Send metes and bounds to Title Company. The City reserves the right to disallow a vendor in the bundle and competitively procure another vendor in its place.
 - b. Receive and review title commitment
 - c. Make copies of commitments and all documents and create file system
 - d. Review ownership, Schedule B and Schedule C items
2. Forward title or limited title sheet to appraiser, once received
3. Full abstract of title in a report form and includes copies of vesting deeds, record owner, lienholders, easements, restrictions, etc.
4. Both abstracts and title policy are required. Title Policy in the form approved by Texas Department of Insurance

C. Appraisal (obtain simultaneously with Title)

1. Appraisal assignment letter to appraiser assigned by the City or assigned by the vendor, including:
 - a. Metes and bounds and parcel sketches
 - b. Project description
 - c. Galveston County Appraisal District account information, as appropriate
 - d. Any environmental studies that were completed

D. Negotiation

1. Written offer (mail certified as required under Senate Bill 18). Review the appraisal, determine applicable Duplication of Benefits (DOB) deductions to current appraised value, prepare offer letter and present offer along with appraisal, metes and bounds, parcel sketches, Right to Repurchase and Landowners Bill of Rights, if applicable
2. Negotiation, contacts and reports
 - a. Meet with property owners within several days to discuss concerns, review information supplied by owners and review the maps and schematics if necessary

- b. Prepare negotiator logs and maintain files on acquisition process and progress, document all pertinent information
 - c. Work on title curative or limited title sheet that are not acceptable to the City
- 3. Request extension letter
 - a. Extension letter received within thirty (30) day allotted time for an extension request
 - b. Submit request to the City asking for the extension to have more time for owner to gather information to present counter offer. If extension is granted, inform owner in writing they have thirty (30) days to present all information in reference to their counter.
- 4. Receive counter offer. Review contents of counter offer for correct information, prepare forms for counter offer outlining the City's offer and property owner's request
- 5. Submit counter to the City for consideration
 - a. Send packet to the City requesting review of the counter information
 - b. The City will review the information provided and approve, deny or counter the counter offer
- 6. Receive and send out counter acceptance or denial letter. Once the counter has been approved or denied by the City, prepare the appropriate letter, along with final offer letter and deliver or mail to owner
- 7. Final offer
 - a. Mail final offer letter to landowner including conveyance document(s) and Property Code 21.101 after at least thirty (30) days from receipt of certified offer letter
 - b. During fourteen (14) day period for final offer to expire, start gathering information needed to proceed to condemnation. Include copy of conveyance document(s) and Property Code 21.101 per SB 18
- 8. Upon settlement perform the following, if applicable
 - a. Perform title curative measures (for example, lender approval/consent/release, taxes paid when applicable, heirship affidavits filed if necessary)
 - b. Order Request for Payment(s) to pay all landowners, lienholders, leasehold estates or other improvement owners
 - c. Once check is received, contact landowner to schedule pickup/delivery of check and complete pre-closing inspection report
 - d. Collect Assignment for buyouts deemed substantially damaged with an active flood insurance policy for demolition reimbursements

E. Settlements

Conduct real estate closing at a local title company (Cost will include all buy Title insurance)

F. Environmental Services

- 1. Manage environmental review process in accordance with 24 CFR Part 58 and all associated laws and authorities
- 2. Ensure final disposal of hazardous or toxic waste is in a manner that complies with all local, state, and federal guidelines, ordinances, codes, and laws

G. Uniform Relocation Act (URA)

1. Ensure that all owners and renters are aware of the URA and fully understand their rights.
2. Determine eligibility for URA in regards to each property
3. Calculate eligible URA payments per resident, to include owners and or renters.
4. Calculate applicable moving incentives in relation to the URA
5. Ensure full compliance with all rules and regulations related to the URA

H. Homeowners Association (HOA) Dissolution

1. Provide direction and guidance to formally dissolve a HOA.
2. Coordinate with all relevant parties to ensure the HOA is properly and legally dissolved.
3. Contract for any necessary legal services to dissolve the HOA as required.

I. File Closeout

Deliver the project file with all documents pertinent to the acquisition as required by the City.

VI. SELECTION PROCESS

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

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

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

VII. EVALUATION CRITERIA

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

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

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

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

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

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

- I. Indemnification – It is further agreed that the Contractor (separately and collectively the “Indemnatee”) shall indemnify, hold harmless, and defend the city, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this contract.

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

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

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

- L. Texas Government Code, Chapter 2252 Statement

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

- M. Texas Government Code, Chapter 2270 Statement

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

EXECUTION OF OFFER

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

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

Submitted by:

(OFFICIAL FIRM name)

By:

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

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

(City, State, Zip code)

Phone #:

()

Fax #:

()

E-Mail Address:

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

ADDENDUMS/AMENDMENTS:

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

STATEMENT OF ORGANIZATION

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contract: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

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

(a) _____

(b) _____

(c) _____

(d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

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

BIDDER'S CERTIFICATION

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

Section 1. (a)

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

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

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

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

Signature _____

Print Name _____

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

Signature _____

Print Name _____

PRICING AND FEES

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

Company Name:

City of Friendswood RFP #: 2020-11

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

Unit Cost Proposal					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
A-001	Landowner Notification	Unit	21	\$	-
Bid Item B: Title Commitment					
B-001	Title Commitment	Unit	21	\$	-
Bid Item C: Appraisal					
C-001	Appraisal	Unit	21	\$	-
Bid Item D: Negotiation					
D-001	Negotiation	Unit	21	\$	-
Bid Item E: Settlements					
E-001	Settlements	Unit	21	\$	-
Bid Item F: Environmental Services					
F-001	Environmental Services	Unit	21	\$	-
Bid Item G: Uniform Relocation Act					
G-001	Uniform Relocation Act	Unit	21	\$	-
Bid Item H: Homeowners Association Dissolution					
H-001	Homeowners Association Dissolution	Unit	1	\$	-
Bid Item I: File Closeout					
I-001	File Closeout	Unit	21	\$	-
TOTAL BID					\$ -

EXCEPTIONS TO SPECIFICATIONS

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

Section	Item/Material/Equipment Bid	Reason
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Firm _____

Agent _____

CONTRACTOR'S CAPACITY TO PERFORM

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

1. Availability to perform: _____

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

2. Equipment and operational items:

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

3. Personnel: _____

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

4. Other Resources: _____

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A
PROCUREMENT FEDERAL REQUIREMENTS

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

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

CONTENTS

1. Access to Records and Reports
2. Accessibility & Section 504
3. Byrd Anti-Lobbying Agreement
4. Civil Rights Act of 1964
5. Clean Air Act
6. Contract Work Hours and Safety Standards Act
7. Copeland "Anti-Kickback" Act
8. Cost Plus Contracting Prohibited
9. Debarment / Suspension and Voluntary Exclusion
10. Energy Efficiency
11. Equal Employment Opportunity
12. Equal Employment Opportunity for Workers with Disabilities
13. Equal Employment Opportunity for VEVRAA Protected Veterans
14. Fair Labor Standards Act
15. Flood Disaster Protection Act of 1973
16. Green Building Standards
17. Hold Harmless Agreement
18. Lead-based Paint
19. Non-collusion (The Sherman Act)
20. Non-segregated Facilities
21. Participation by Minority & Women-owned Business Enterprises
22. Potential Conflicts of Interest
23. Procurement of Recovered Materials
24. Program Fraud and False or Fraudulent Statements or Related Acts
25. Restrictions on Public Buildings and Public Works Projects Certifications
26. Restrictions on Public Buildings and Public Works Projects
27. Rights to Inventions
28. Section 109 of the Housing and Community Development Act of 1974
29. Section 3 Act of 1968
30. Termination for Cause & Convenience
31. Whistleblower Protection Act

1. ACCESS TO RECORDS AND REPORTS (2 CFR 200.336)

Contractor must provide City of Friendswood, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within the City of Friendswood or note in its submission that records will be available within the boundaries of the City of Friendswood to those representatives within twenty-four (24) hours of request by the City. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

2. ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

3. BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

4. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts. For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

5. CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the City of Friendswood, State of Texas, Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

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

Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

7. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. The City of Friendswood shall report all suspected or reported violations to the Federal awarding agency.

8. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates the Subrecipient, City of Friendswood, or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

9. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of

Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Subrecipient reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify the Subrecipient in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding the Subrecipient for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

12. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract): Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

- a. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

13. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
 - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one

where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a

customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the City who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

14. FAIR LABOR STANDARDS ACT (29 U.S.C. Section 201 et seq.)

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

15. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

16. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

17. HOLD HARMLESS AGREEMENT

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

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

18. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

19. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Contractor or potential Contractor to the amount of this Contract or the terms or conditions of this Contract.
- b. Pay or agree to pay any other person, firm, corporation Contractor or potential Contractor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Contract or the Bid of any other Bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

20. NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

21. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBs) to assure that MWBs are used when possible. These affirmative steps shall include:

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

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

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

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

22. POTENTIAL CONFLICTS OF INTEREST

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

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

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

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

25. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Buildings and Public Works Projects." (Set out under "Contract Clauses" below.)

- b. Certification. Except as provided in paragraph (C) of this provision, Contractor certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. A Contractor unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Contractor shall provide written notice to the Contracting Officer if, at any time before the contract award, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Contractor (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

26. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
 - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a

product, the Subrecipient will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

27. RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))

Any discovery or invention that arises during the course of the contract shall be reported to the Subrecipient. This clause requires the Contractor to disclose promptly inventions to the City (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

28. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

29. SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);
- 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

30. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

31. WHISTLEBLOWER PROTECTION ACT

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

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

ATTACHMENT B
EMPLOYMENT DATA REPORT

The contractor will be required to report their firm's employment data on a quarterly basis. The report format must meet all HUD and GLO requirements.

ATTACHMENT C
EQUAL EMPLOYMENT OPPORTUNITY (EEO) IS THE LAW POSTER

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

La igualdad de oportunidades de empleo es **LA LEY**

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

ATTACHMENT D
WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

If this contract opportunity is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Revised 4/02

ATTACHMENT E
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

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

- _____ 1. **ACCESS TO RECORDS & RECORD RETENTION** – Contractor agrees to comply with 2 CFR 200.336 and provide the City of Friendswood, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Contractor(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Contractor shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- _____ 2. **ACCESSIBILITY** – Contractor agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ 3. **BYRD ANTI-LOBBYING AGREEMENT** – Contractor submissions exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment F, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ 4. **CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)** – Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- _____ 5. **CLEAR AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Contractor agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractor agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

-
6. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** – Contractor agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
-
7. **COPELAND “ANTI-KICKBACK” ACT** – Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
-
8. **COST PLUS CONTRACTING PROHIBITED** – Contractor agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Contractor agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
-
9. **DEBARMENT AND SUSPENSION** – Contractor affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
-
10. **ENERGY EFFICIENCY** – Contractor agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
-
11. **EQUAL EMPLOYMENT OPPORTUNITY** – Contractor agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). Contractor agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
-
12. **EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES** – Contractor agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Contractor agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

13. EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS – Contractor agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Contractor agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Contractor shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

14. FAIR LABOR STANDARDS ACT – Contractor agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Contractor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

15. FLOOD DISASTER PROTECTION ACT OF 1973 – Contractor agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

16. GREEN BUILDING – Contractor agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Contractor agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

17. HOLD HARMLESS AGREEMENT – Contractor agrees to indemnify, defend, and hold harmless the City of Friendswood and the Subrecipient from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work

performed under terms of this solicitation. Certification of such coverage must be provided to the City upon request.

18. **LEAD-BASED PAINT** – Contractor agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
19. **NON-COLLUSION** – Contractor agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Contractor or potential Contractor to the amount of this contract or the terms or conditions of this contract; Paid or agreed to pay any other person, firm, corporation, Contractor, or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Contractor or the Bid of any other Bidder; or Assembled in coordination with any other organization in an attempt to fix the price of the work.
20. **NON-SEGREGATED FACILITIES** – Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
21. **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES** – Contractor agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the City are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).
22. **POTENTIAL CONFLICT OF INTEREST** – In accordance with 2 CFR 200.112, Contractor agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Contractor agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Contractor becomes aware of facts that require the statement to be filed.
23. **PROCUREMENT OF RECOVERED MATERIALS** – Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunities are subject to the requirements of Section 6002.
24. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** – Contractor agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.
25. **RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Contractor certifies that it:
- Is not a Contractor of a foreign country included on the USTR list.
 - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
 - Will not provide any product of a foreign country included on the USTR list.
26. **RIGHTS TO INVENTIONS** – Contractor agrees to disclose promptly any discovery or invention that arises during the course of the contract.

_____ **27. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974** – Contractor agrees to comply with the provisions of 24 CFR 570.602 of which no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Contractor agrees to comply with Section 109 that directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

_____ **28. SECTION 3 ACT OF 1968** – Contractor agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 135. For any HUD-funded contract with an anticipated value in excess of \$100,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

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

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

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

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

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

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

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

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

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

ATTACHMENT G
SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause, 24 CFR 135.38):

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

**ATTACHMENT H
CITY OF FRIENDSWOOD
UTILIZATION PLAN & STATEMENT OF COMPLIANCE**

CONTRACTOR INFORMATION					
Business Name		Prime ☐	Sub ☐	Certified Section 3 Business Concern	☐ Yes ☐ No
Business Address				Business Email	
Project Title / Project #				Contract Amount	\$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of \$100,000 create the need for new employment, subcontracting, or training opportunities. If a prime contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of \$100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance. If contract will not exceed \$100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that contractors and subcontractors commit to employ Section 3 Residents¹ as 30% of the aggregate number of full-time new hires.

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR DOES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO PART VIII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE

IF CONTRACTOR OR SUBCONTRACTOR DOES ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by City of Friendswood. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby

¹ A "Section 3 resident" is a public housing resident or individual who resides in Galveston County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

² A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

informed that it must notify City of Friendswood of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	Total # of Employees Needed for each Job Title	Total # of Employees Currently Employed at each Job Title	Total # of New Hires Needed for each Job Title	Total # of New Hires Expected to be Section 3 Residents
List <u>all</u> Job Titles that are needed to complete the entire scope of work under the contract.	List how many employees are needed for the contract under each Job Title.	List how many employees are <u>currently</u> employed under each Job Title who are anticipated to work on the contract.	List how many of these positions are currently <u>open</u> and will need to be filled under the contract.	List the number of Section 3 hires you will commit to for each position.
Example: Laborer	8	5	3	1

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, contractor's submission may be deemed non-compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		☐ Yes ☐ No		
		☐ Yes ☐ No		

		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the “typical” procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

A. Efforts “To the Greatest Extent Feasible”

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying City of Friendswood, may be found in default of their contract and subject to penalties.

B. Changes

If contractors’ or subcontractors’ hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the City of Friendswood compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by City of Friendswood via an amended Section 3 Utilization Plan, when applicable.

C. Documentation & Reports

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to the City of Friendswood, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the City of Friendswood prescribed processes, reporting methods, and form(s). Reports may require information on contractor's actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by the City of Friendswood.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior City of Friendswood approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to City of Friendswood for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by the City of Friendswood.

Other Economic Opportunities are subject to verification and approval by City of Friendswood. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by contractors or subcontractors to comply with the requirements of Section 3 and the City of Friendswood's Section 3 Policy. Once the Section 3 requirement has been triggered, contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by the City of Friendswood, or must demonstrate why compliance is infeasible.

The City of Friendswood may, at its discretion, execute the following remedies for noncompliance:

1. Based on the first observation or report of noncompliance with Section 3, the contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
2. The contractor or subcontractor shall have up to 30 days, at the City's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by the City of Friendswood, on why it is unable to comply.
3. Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, the City of Friendswood may elect to terminate the contract.
4. Continuing failure or refusal by the contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.
5. Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the City of Friendswood Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance

with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in City of Friendswood and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a contractor for the City of Friendswood.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS _____ DAY
OF _____ 20____ BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN WHO, BEING
DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE
PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ {SEAL}

COMMISSION EXPIRES: _____

ATTACHMENT I
GLO COMPLIANCE PACKAGE
GLO INFORMATION SECURITY APPENDIX

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

1. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. City of Friendswood shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. City of Friendswood shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of City of Friendswood. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2. Data Ownership

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by City of Friendswood or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to City of Friendswood and/or the GLO all City of Friendswood-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of City of Friendswood-owned or GLO-owned data. If such return is infeasible, as mutually determined by City of Friendswood and the GLO and Contractor, the obligations set forth in this Appendix, with respect to City of Friendswood-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of City of Friendswood-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, City of Friendswood or the GLO may direct Contractor to destroy any City of Friendswood-owned or GLO-owned data in Contractor’s possession. Any such destruction shall be verified by Contractor and City of Friendswood and/or the GLO.

3. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by City of Friendswood in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

4. Breach of Security

- a. Contractor agrees to provide City of Friendswood and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify City of Friendswood as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to City of Friendswood with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

5. Right to Audit

- a. Upon the City of Friendswood's request and to confirm Contractor's compliance with this Appendix, Contractor grants City of Friendswood, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a City of Friendswood or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon City of Friendswood or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the City of Friendswood and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by City of Friendswood or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO CONTRACTOR CERTIFICATION



GLO Contractor Certification	
Subrecipient: City of Friendswood	Contract Number:
Contractor Name:	
Contractor Address:	Phone:

1. I understand that I am responding to a contract opportunity funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with federal requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:
 - International Residential Code (IRC) – new construction and reconstruction;
 - Housing Quality Standards (HQS) – for rehabilitated properties;
 - All local building codes, standards, and specifications; and
 - All standards and requirements defined by the Texas General Land Office (GLO), the City of Friendswood, the City of Friendswood Engineering Department, and the City of Friendswood Community Development Department.
3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

GLO CERTIFICATION OF CONTRACTOR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development	
INSTRUCTIONS	
CERTIFICATION OF CONTRACTOR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF CONTRACTOR (include ZIP Code)	
CERTIFICATION BY CONTRACTOR	
Contractor has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☐ Yes ☐ No	
The undersigned hereby certifies that: ☐ The <u>Section 3 Clause</u> is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the solicitation proceedings (if contract equals or exceeds \$100,000). ☐ The <u>Non-Segregated Facilities</u> clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. ☐ The <u>Equal Employment Opportunity</u> clause is included in the Solicitation (if contract equals or exceeds \$10,000). ☐ The <u>Equal Employment Opportunity for Workers With Disabilities</u> clause is included in the Solicitation.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☐ No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

PRICING AND FEES

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

Company Name:

City of Friendswood RFP #: 2020-11

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

RFP 2020-11 Project Management Services

Section E

Unit Cost Proposal					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Bid Item A: Landowner Notification					
A-001	Landowner Notification	Unit	21	1,000.00	\$ 21,000.00
Bid Item B: Title Commitment					
B-001	Title Commitment	Unit	21	1,000.00	\$ 21,100.00
Bid Item C: Appraisal					
C-001	Appraisal	Unit	21	5,000.00	\$ 105,000.00
Bid Item D: Negotiation					
D-001	Negotiation	Unit	21	3,500.00	\$ 73,500.00
Bid Item E: Settlements					
E-001	Settlements	Unit	21	1,000.00	\$ 21,000.00
Bid Item F: Environmental Services					
F-001	Environmental Services	Unit	21	10,000.00	\$ 210,000.00
Bid Item G: Uniform Relocation Act					
G-001	Uniform Relocation Act	Unit	21	5,000.00	\$ 105,000.00
Bid Item H: Homeowners Association Dissolution					
H-001	Homeowners Association Dissolution	Unit	1	10,000.00	\$ 10,000.00
Bid Item I: File Closeout					
I-001	File Closeout	Unit	21	1,000.00	\$ 21,000.00

The above fees are based on the information provided in the RFP. If selected to negotiate an agreement, we are happy to further negotiate our fees with more information on the properties involved.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/17/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-34: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by repealing Article VIII. Swimming Pools, Sections 14-356 through 14-357 and adopting Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools and Spas, Sections 14-356 and 14-357; by adopting the 2018 International Swimming Pool and Spa Code (ISPSC); providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As of September 1, 2020, the State, per House Bill 2858, is adopting the 2018 International Swimming Pool and Spa Code as the municipal swimming pool and spa code for the State of Texas. The new code incorporates many requirements that were already in existence in the International Residential One and Two Family Building Code. All of the requirements are required at the State level; adoption of the code will ensure that our ordinances are consistent with State law.

The code requires owners to maintain pools and spas in a clean and sanitary condition and in good repair.

The biggest difference for us will be the regulations for above ground swimming pools, which mainly ensure that ladders are used appropriately and proper barriers (fencing) are provided. These types of pools include portable pools that are manufactured for assembly on site. Staff plans to adopt a new reasonable permit fee to accommodate permitting these pools.

Other requirements such as ropes at certain depths, color transition requirements for depth, and ladders requirements for entry/exit in certain situations apply only in certain situations. Most should not affect residential swimming pools.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Adopting the code will ensure that Friendswood ordinances are consistent with State law.

RECOMMENDATIONS

Staff recommends adopting the ordinance.

ATTACHMENTS

1. Ord 2020-34 amending Ch 14 Adopt ICC Swimming Pool and Spa Code 2018

ORDINANCE NO. T2020-34

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 14, BUILDING AND BUILDING REGULATIONS, ARTICLE VIII., SWIMMING POOLS BY REPEALING ARTICLE VIII. SWIMMING POOLS, SECTIONS 14-356 THROUGH 14-357 AND ADOPTING CHAPTER 14, BUILDING AND BUILDING REGULATIONS, ARTICLE VIII., SWIMMING POOLS AND SPAS, SECTIONS 14-356 AND 14-357; BY ADOPTING THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC) ; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the “City”) is desirous of protecting the public health, safety, and welfare of all citizens of Friendswood; and

WHEREAS, the International Swimming Pool and Spa Code (ISPSC) is a model code that regulates the minimum requirements for design, construction, alteration, repair and maintenance of swimming pools, spas, hot tubs, and aquatic facilities including public swimming pools, public spas, public exercise spas, aquatic recreation facilities, on ground storable residential pools, permanent in ground residential pools, permanent residential spas, permanent residential exercise spas, portable residential spas, and portable residential exercise spas; and

WHEREAS, the Texas State Legislature adopted House Bill 2858, adopting the International Swimming Pool and Spa Code (ISPSC), as it existed on May 1, 2019, as the municipal swimming pool and spa code for the State of Texas; and

WHEREAS, House Bill 2858 takes effect September 1, 2020;

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

Section 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and welfare of the citizens of the City.

Section 2. That Chapter 14 of the Code of Ordinances entitled “Building and Building Regulations”, Article VIII. Swimming Pools, Sections 14-356 through 14-357 are hereby repealed in their entirety.

Section 3. That Chapter 14 of the Code of Ordinances entitled “Building and Building Regulations”, Article VIII. Swimming Pool and Spa, Sections 14-356 through 14-357 are amended to read as follows:

“Article VIII. Swimming Pools and Spas

Sec. 14-356. - International Swimming Pool and Spa Code (ISPSC) adopted.

The International Swimming Pool and Spa Code, 2018 Edition, as published by the International Code Council, Inc., is hereby adopted by reference and made a part of this article. A copy of such code is on file with the city secretary.

Sec. 14-357. - Amendments to International Swimming Pool and Spa Code.

The 2018 Edition of the International Swimming Pool and Spa Code, as adopted in section 14-356, is hereby amended as follows:

101.1. **Title.** These regulations shall be known as the Swimming Pool and Spa Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 105.6.2 **Fee schedule.** The fees for work shall be as indicated in the following schedule: Appendix D, Fees, of the Code of Ordinances.

Section 105.6.3. **Fee refunds.** Refunds shall be as indicated in Appendix D, Fees, of the Code of Ordinances.

Section [A] 107.4 **Violation Penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.”

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. That in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 14th day of September, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 5th day of October, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 8/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-38: First reading of an ordinance for a proposed zone change located at 213 E. Heritage Drive, 2.504 acres, of land out of and being part of Lot 12, Block 2 of Friendswood Subdivision, a map or plat thereof recorded under Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density/Specific Use Permit to allow an Institution for the Aged (MFR-L/SUP Institution for the Aged) to Planned Unit Development (PUD).

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning of his property to a Planned Unit Development (PUD) to allow elevated single-family residences on smaller lots. The regulation matrix and lot layout for the development is included on the Master Layout. The density would be the same as the existing zoning on the property, which is Multi-Family Residential - Low (MFR-L), at 6 units per acre.

The current request is for conceptual approval meaning that engineering design of the utilities and drainage would be provided at a later date, if the PUD is approved.

If approved, the only future action required by the Planning and Zoning Commission would be approval of the preliminary and final plats in accordance with the PUD. The proposed Planned Unit Development (PUD) is conceptual.

There are several items that are going to have to be addressed during platting and construction plan approval including:

- Fire hydrants within 500 feet of all residences.
- Maintain 10-ft separation between residential units.
- Provide water and sewer taps for each individual lot. Easements may be required.
- Dedication of right-of-way for E. Heritage Drive
- An approved fire truck turn around at the end of Shady Nook. Additional right-of-way may be required making lots 11 and 12 smaller, but they would still meet the minimum of the PUD.
- Account for drainage at the end of Shady Nook, which is currently open ditch.

- Construction of fire truck turnaround, any drainage improvements, and water and sewer taps must be installed and accepted by City Council, which is required prior to plat recordation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The general purposes of all PUD, planned unit development districts, are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held September 10, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 5 to 1 (Commissioner Clark was absent; Commissioner Perry opposed) to approve the zone change request referenced above with the following conditions:

- The bottom floor of all the homes must be enclosed. Exposed piers are prohibited to avoid the “beach home” look.
- Side yard setbacks on lots abutting tracts owned by others are 10 feet. This would apply to lots 1, 10, 11 and 12 on the master layout plan.

ATTACHMENTS

1. Ord 2020-38 213 E Heritage Dr PUD
2. Ord 2020-38 Exhibit A
3. Ord 2020-38 Exhibit B

ORDINANCE NO. T2020-38

AN ORDINANCE AMENDING APPENDIX “C” “ZONING”, OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, SECTION 3, “PROVISION FOR OFFICIAL ZONING MAP”, REZONING THE PROPERTY LOCATED AT 213 E. HERITAGE DRIVE, SAME NOW CONSISTING OF 2.504 ACRES OUT OF LOT 12 BLOCK 2 OF FRIENDSWOOD SUBDIVISION, AS RECORDED IN VOLUME 7 PAGE 20 OF THE GALVESTON COUNTY MAP RECORDS (G.C.M.R.), BEING THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO FRIENDSWOOD REALTY UNDER FILE NO. 2010040672 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR), MULTI-FAMILY RESIDENTIAL LOW DENSITY (MFR-L), AND MULTI-FAMILY RESIDENTIAL LOW DENSITY / SPECIFIC USE PERMIT (MFR-L/SUP) TO PLANNED UNIT DEVELOPMENT (PUD), MORE FULLY DESCRIBED IN EXHIBIT “A”, INCORPORATED BY REFERENCE, WITH SUCH PLANNED UNIT DEVELOPMENT (PUD) TO BE GOVERNED FOR ALL PURPOSES AND CONDITIONS PURSUANT TO THE ATTACHED SITE PLANS INCLUDED IN EXHIBIT “B”, ALL AS MORE SPECIFICALLY PROVIDED HEREIN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Harold E. Benson, (the “Owner”) owner of real property located within the City located at 213 E. Heritage Drive, same now consisting of 2.504 acres out of Lot 12 Block 2 of Friendswood Subdivision, as recorded in Volume 7 Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Friendswood, Galveston County, Texas, has filed an application to rezone the real property from Single Family Residential

(SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density / Specific Use Permit (MFR-L/SUP) to Planned Unit Development (PUD), property more specifically described in Exhibit “A”, including Warranty Deed, survey, aerial map, location map and zoning map, (the “Property”), pursuant to the site plans attached hereto included in Exhibit “B”; and

WHEREAS, pursuant to the Zoning Code, Section 7. “Schedule of District Regulations,” J. “Planned Unit Development, General Purpose and Description,” (2) Application (c)2., Owner has submitted the required plans at this time for a conceptual plan, (Option 2), copies of which are attached hereto as Exhibit “B” and incorporated by reference, and since site plan approval is not required for single-family residences, site plan approval by the Planning and Zoning Commission will not be required; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, it being expressly understood that City Council of Friendswood (“City Council”) is relying upon the express representations of Owner appearing in the documents submitted for final approval, (specifically including those documents in Exhibit “B”), and the representations made at the public hearings before the Planning and Zoning Commission and City Council to induce approval of the rezoning made the subject of this Ordinance.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property located at 213 E. Heritage Drive, same now consisting of 2.504 acres out of Lot 12 Block 2 of Friendswood Subdivision, as recorded in Volume 7 Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR), Multi-Family Residential Low Density (MFR-L), and Multi-Family Residential Low Density / Specific Use Permit (MFR-L/SUP) to Planned Unit Development (PUD), with such Planned Unit Development (PUD) to be governed for all purposes and conditions as depicted in Exhibits “A” and “B,” (all of which are incorporated by reference), but otherwise consistent and subject to the current Zoning Code, and related conditions contained herein. This rezoning is specifically conditioned upon Owner’s full compliance with Section 7. “Schedule of District Regulations,” J. “Planned Unit Development, General Purpose and Description,” paragraph 7.c.1. and the following use and development regulations:

- 1. Land Uses:** Single Family Dwellings (maximum of 12 units)
- 2. Setbacks** (per Friends Heights Regulation Matrix on attached site plan) plus:

Side yards abutting other tracts not owned by Mr. Benson will be a minimum of 10 feet.

3. Bottom Floor of Structures:

The bottom floor of each structure shall be enclosed. Exposed piers are prohibited.

Section 3. The Official Zoning Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 5th day of October, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 2nd day of November, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

EXHIBIT “A”

1. Application
2. Warranty Deed
3. Survey and Metes and Bounds
4. Aerial map
5. Location map
6. Zoning map



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application



CURRENT ZONE OF PROPERTY: MFR-L

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 213 East Heritage

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Harold E. Benson Phone: 281-482-7633

Owner's Mailing Address: 305 N. Shadowbend

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: bennyboy@wans.net

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Agent's Email Address: _____

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature Harold E. Benson Date: August 5, 2020

Agent's Signature: _____ Date: _____

Received By: <u>Becky Bennett</u>	Application Number: <u>7070-0032</u>
Date of Public Hearing: <u>9-10, 10-5</u>	Received Date: <u>8-1-2020</u>
Property Owner Notices: <u>8-18-2020</u>	Newspaper Notice: <u>8-17-2020</u>
	Sign on Property: <u>8-18-2020</u>

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☒ Application Fee of \$300 (PUD \$500)
(Changes in/to Downtown District may be eligible for fee waiver)

☒ Current Deed of Record

☒ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

Reserved for Recording Office:

After Recording, Return To:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: February 7th, 2020

GRANTOR: **FRIENDSWOOD REALTY, LLC, A TENNESSEE NONPROFIT LIMITED LIABILITY COMPANY**

GRANTOR'S ADDRESS (including county): 7056 W Gulf to Lake Hwy, Crystal River, Citrus County, Florida 34429

GRANTEE: **HAROLD E BENSON, SR. AND CAROLYN MAYS BENSON**

GRANTEE'S ADDRESS (including county): 305 N Shadowbend, Friendswood, Galveston County, TX 77546

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not, that are not appurtenant to or benefitting the property; all presently recorded restrictions, reservations, covenants, conditions (except declarant's rights thereunder), oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common

Special Warranty Deed

1

Chicago Title - Friendswood
GF# CT20716931

boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; availability and kinds of utility services, municipal services, and fire and police protection services; access to public roadways; environmental condition, quality and kind of construction, workmanship and materials, merchantability, habitability or fitness for a particular purpose in respect of the property (including improvements); taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the Property, unto Grantee, Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Reservations from and Exceptions to Conveyance and Warranty.

The Property is conveyed "AS IS, WHERE IS, AND WITH ALL FAULTS" in accordance with the terms of Exhibit "B" hereto, in which Grantor is referenced as "Seller" and Grantee is referenced as "Buyer".

When the context requires, singular nouns and pronouns include the plural.

FRIENDSWOOD REALTY, LLC, A
TENNESSEE NONPROFIT LIMITED
LIABILITY COMPANY

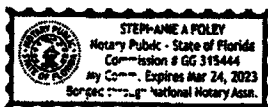
By: [Signature]
Name: James Eric Bell
Title: Secretary

of Florida
STATE OF ~~TEXAS~~ §
COUNTY OF Citrus §
§

This instrument was acknowledged before me on this the 7th day of February, 2020, by James Eric Bell, Secretary of FRIENDSWOOD REALTY, LLC, a Tennessee nonprofit limited liability company, on behalf thereof.

Personally Appeared
with Florida DL: SO

[Signature]
Notary Public, State of ~~Texas~~ Florida



Special Warranty Deed

EXHIBIT "A"

A 109,089 square foot (2.504 acres) tract of land, out of and being part of Lot 12, Block 2 of Friendswood Subdivision, a map or plat thereof recorded under Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.Tx.), with said 109,089 square foot tract of land being further described in metes and bounds as follows:

COMMENCING at a 1/2 inch iron pipe found at the South intersection of Morningside Drive and Shady Nock Drive, both based on a width of 60 feet, per File No. 2015028480 O.P.R.G.C.Tx., at the West corner of that certain tract of land described in deed to JFP Group, Inc. under File No. 2015028480 O.P.R.G.C.Tx.;

THENCE: N 41°43'50" E, along and with the called Southeast right-of-way line of Shady Nock Road, a distance of 252.00 feet to a point for the East corner of said Shady Nock Road;

THENCE: N 48°16'10" W, along and with the Northeast right-of-way line of said Shady Nock Road, a distance of 12.00 feet to a V cut in concrete found on said Northeast right-of-way line, at the South corner of the Friendswood Realty tract and at the South corner and **POINT OF BEGINNING** of the herein described tract;

THENCE: N 48°16'10" W, continuing along said Northeast right-of-way line and the Northeast line of a tract of land described in deed to William and Catherine Whipkey under Galveston County Clerk's File No. (G.C.C.F. No.) 9010898, a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 108.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at an angle point for the Whipkey tract, an angle point for the Friendswood Realty tract and an angle point of this tract, from which a 3/4 inch iron pipe found bears N 40°14'08" E, 0.4 feet;

THENCE: N 41°43'50" E, along and with the Southeast line of the Whipkey tract, the Southeast line of a tract of land described in deed to Fred Walter Camp and Mary Elise Camp under Volume 1327, Page 63 of the Galveston County Deed Records (G.C.D.R.), the Southeast line of a tract of land described in deed to Emory T. Carl (Trustee) under Volume 1514, Page 152, G.C.D.R., an interior line of the Friendswood Realty tract and an interior line of this tract, a distance of 153.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at the East corner of the Carl tract, same being an angle point for the Friendswood Realty tract and an angle point of the herein described tract;

THENCE: N 48°16'10" W, along and with the Northeast line of the Carl tract, a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 255.00 feet to a point which falls in existing Mary's Creek, on the Southeast line of a tract of land described in deed to First Baptist Church of Friendswood under File No. 2007037164, at the North corner of the Carl Tract and at the West corner of this tract;

THENCE: N 41°43'50" E, along and with the Southeast line of the First Baptist Church of Friendswood tract, the Southeast line of a tract of land described in deed to Jennifer Sanders under File No. 2017055213 O.P.R.G.C.Tx., the Northwest line of the Friendswood Realty tract and the Northwest line of this tract, a distance of 255.00 feet to a point on the center of a called 60 foot wide road easement per Volume 7, Page No. 20 G.C.M.R., same being platted as a 60 foot wide street per Volume 4, Page 58 G.C.M.R., being known as E. Heritage Drive and Quaker Bend Drive, at the North corner of the Friendswood Realty Tract and the North corner of the herein described tract, from which an iron rod with plastic cap found stamped "RWP INC 1855" bears S 82°57'11" W, 0.35 feet;

THENCE: S 48°16'10" E, along and with said platted centerline of roadway easement/street, the Northeast line of the Friendswood Realty tract and the Northeast line of this tract, a distance of 363.00 feet to an X cut in concrete found on said platted centerline, at the North corner of tract of land described in deed to

HSU Living Trust, at the East corner of the Friendswood Realty tract and at the East corner of this tract, from which a 1 inch iron pipe found bears S 46°46'50" W, 30.7 feet;

THENCE: S 41 °43'50" W, along and with the Northwest line of the Hsu Living Trust tract, the Southeast line of the Friendswood Realty tract and the Southeast line of this tract, a distance of 408.00 feet to the **POINT OF BEGINNING** and containing a calculated area of 2.504 acres of land.

Exhibit B

As Is, Where Is, and With All Faults

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREOF, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS AND WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

FILED AND RECORDED

Instrument Number: 2020008317

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 02/10/2020 4:12PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 2.07.1 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1963 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999669266.
2. THE SURVEYOR HAS NOT PERFORMED AN ABSTRACT OF TITLE AND HAS REIED ON THE TITLE COMMITMENT WITH THE CF NUMBER OF CTH-FRM-CIT2071 6931 G, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE JANUARY 5, 2020.
3. THE SUBJECT PROPERTY LIES PARTIALLY WITHIN ZONE "X", SHADED ZONE "X" AND ZONE AE, AS SCALED ON FLOOD INSURANCE RATE MAP NUMBER 48167C00126, EFFECTIVE DATE AUGUST 15, 2019. THIS INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.
4. "60' WIDE ROADWAY IS PLATTED AS AN EASEMENT, PER VOL. 7, PG. 20 OF THE G.C.M.R. ALSO PLATTED AS A 60 FOOT WIDE STREET, PER VOL. 4, PG. 59 OF THE G.C.M.R. ROADWAY IS KNOWN AS EAST HERITAGE DRIVE AND QUAKER BEND DRIVE. PARKING SPACES WHICH SERVICE THE BUILDING LOCATED WITHIN THIS TRACT OF LAND ENCRACHES THIS EASEMENT/ROADWAY AREA.
5. THE PHYSICALLY TRAVELED PAVEMENT OF EAST HERITAGE ALONG THE NORTHWESTERLY PORTION OF THIS PROPERTY DOES NOT LIE FULLY WITHIN THE RECORDED ROADWAY EASEMENTS AND ENCRACHES UPON THE PROPERTY BEING SURVEYED.
6. DRAWING REVISED ON FEBRUARY 5, 2020 FOR CLIENT COMMENTS ONLY, A TRIP TO THE SITE WAS NOT MADE.
7. 75' ROADWAY & UTILITY R.O.W. EASEMENT PER VOL. 2513 - PG. 449 G.C.D.R. HAS BEEN ABANDONED PER FILE No. 2020010004, O.P.R.G.C.T.X., RECORDED ON FEBRUARY 19, 2020. THIS SURVEY WAS REVISED ON FEBRUARY 20, 2020 TO REFLECT SAID ABANDONMENT AND REMOVE SAID DEDICATED ROADWAY AND UTILITY EASEMENT FROM THE DRAWING, A TRIP TO THE SITE WAS NOT MADE.

METES AND BOUNDS DESCRIPTION OF

a 109,089 square foot (2.504 acres) tract of land, out of and being part of Lot 12, Block 2 of Friendswood Subdivision, a map or plat thereof recorded under Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), being that certain tract of land described in deed to Friendswood Realty under File No. 2010040672 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.X.), with said 109,089 square foot tract of land being further described in meters and bounds as follows:

COMMENCING at a 1/2 inch iron pipe found at the South intersection of Morningside Drive and Shady Nook Drive, both based on a width of 60 feet, per File No. 2015028480 O.P.R.G.C.T.X., at the West corner of that certain tract of land described in deed to JFP Group, Inc. under File No. 2015028480 O.P.R.G.C.T.X.;

THENCE N 41°43'50" E, along and with the called Southeast right-of-way line of Shady Nook Road, a distance of 252.00 feet to a point for the East corner of said Shady Nook Road;

THENCE N 48°16'10" W, along and with the Northeast right-of-way line of said Shady Nook Road, a distance of 12.00 feet to a V cut in concrete found on said Northeast right-of-way line, at the South corner of the Friendswood Realty tract and at the South corner and **POINT OF BEGINNING** of the herein described tract;

THENCE N 48°16'10" W, continuing along said Northeast right-of-way line and the Northeast line of a tract of land described in deed to William and Catherine Whipkey under Galveston County Clerk's File No. (G.C.C.F. No. 9010898), a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 198.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at an angle point for the Whipkey tract, an angle point for the Friendswood Realty tract and an angle point of this tract, from which a 3/4 inch iron pipe found bears N 40°14'08" E, 0.4 feet;

THENCE N 41°43'50" E, along and with the Southeast line of the Whipkey tract, the Southeast line of a tract of land described in deed to Fred Walter Camp and Mary Elise Camp under Volume 1327, Page 63 of the Galveston County Deed Records (G.C.D.R.), the Southeast line of a tract of land described in deed to Emory T. Carl (Trustee) under Volume 1514, Page 152, G.C.D.R., an interior line of the Friendswood Realty tract and an interior line of this tract, a distance of 153.00 feet to an iron rod with plastic cap found stamped "RWP INC 1855", at the East corner of the Carl tract, same being an angle point for the Friendswood Realty tract and an angle point of the herein described tract;

THENCE N 48°16'10" W, along and with the Northeast line of the Carl tract, a Southwest line of the Friendswood Realty tract and a Southwest line of this tract, a distance of 255.00 feet to a point which falls in existing Mary's Creek, on the Southeast line of a tract of land described in deed to First Baptist Church of Friendswood under File No. 2007037164, at the North corner of the Carl Tract and at the West corner of this tract;

THENCE N 41°43'50" E, along and with the Southeast line of the First Baptist Church of Friendswood tract, the Southeast line of a tract of land described in deed to Jennifer Sanders under File No. 2017055213 O.P.R.G.C.T.X., the Northwest line of the Friendswood Realty tract and the Northwest line of this tract, a distance of 255.00 feet to a point on the center of a called 60 foot wide road easement per Volume 7, Page No. 20 G.C.M.R., same being platted as a 60 foot wide street per Volume 4, Page 58 G.C.M.R., being known as E. Heritage Drive and Quaker Bend Drive, at the North corner of the Friendswood Realty Tract and the North corner of the herein described tract, from which an iron rod with plastic cap found stamped "RWP INC 1855" bears S 82°57'11" W, 0.35 feet;

THENCE S 48°16'10" E, along and with said platted centerline of roadway easement/street, the Northeast line of the Friendswood Realty tract and the Northeast line of this tract, a distance of 363.00 feet to an X cut in concrete found on said platted centerline, at the North corner of a tract of land described in deed to HSU Living Trust, at the East corner of the Friendswood Realty tract and at the East corner of this tract, from which a 1 inch iron pipe found bears S 46°45'50" W, 30.7 feet;

THENCE S 41°43'50" W, along and with the Northwest line of the HSU Living Trust tract, the Southeast line of the Friendswood Realty tract and the Southeast line of this tract, a distance of 408.00 feet to the **POINT OF BEGINNING** and containing a calculated area of 2.504 acres of land.

FIRST BAPTIST CHURCH OF FRIENDSWOOD
FILE No. 2007037164 O.P.R.G.C.T.X.

JENNIFER SANDERS
FILE No. 2017055213 O.P.R.G.C.T.X.
199.0'±

SCALE: 1"=20'

FMS JOB No. 61147
DATE: JANUARY 27, 2020
REV: FEBRUARY 5, 2020
REV: FEBRUARY 20, 2020

LEGEND

- BOARD FENCE.
- CHAIN LINK FENCE.
- CONTROL MONUMENT TIE.
- OVERHEAD POWER LINES.
- SUBJECT BOUNDARY LINE.
- TOP OF BANK OF DITCH.
- UNDERGROUND GAS LINE.
- CABLE TV PEDESTAL.
- FIBER OPTIC CABLE MARKER.
- FIRE DEPARTMENT CONNECTION.
- FLAG POLE.
- GAS METER.
- GRATE INLET.
- GUY ANCHOR.
- LIGHT POLE.
- MAIL BOX.
- POWER POLE.
- SANITARY CLEAN OUT.
- SANITARY MAN HOLE.
- SATELLITE DISH.
- VERTICAL PIPE (2" GALVANIZED).
- VERTICAL PIPE (GAS).
- WATER METER.
- WATER VALVE.
- YARD DRAIN.
- ASPHALT PAVEMENT.
- COVERED CONCRETE.
- EXISTING STRUCTURE.
- INLET TYPE "B".
- UNCOVERED CONCRETE.
- PHYSICALLY TRAVELED CONCRETE PAVEMENT.

WILLIAM & CATHERINE WHIPKEY
GCCF. No. 9010898

EMORY T. CARL (TRUSTEE)
VOL. 1514 PG. 152 G.C.D.R.

FRED WALTER CAMP & MARY ELISE CAMP
VOL. 1327 PG. 63 G.C.D.R.

IRON ROD W/ CAP STAMPED
"RWP INC 1855" FOUND FROM WHICH A
3/4" IRON PIPE BEARS N 40°14'08" E 0.4'

WILLIAM & CATHERINE WHIPKEY
GCCF. No. 9010898

SHADY NOOK ROAD
(60' R.O.W.)
FILE No. 2015028480 O.P.R.G.C.T.X.

P.O.C.
1/2" IRON PIPE FOUND

N 41°43'50" E 252.00'
JFP GROUP, INC.
FILE No. 2015028480 O.P.R.G.C.T.X.

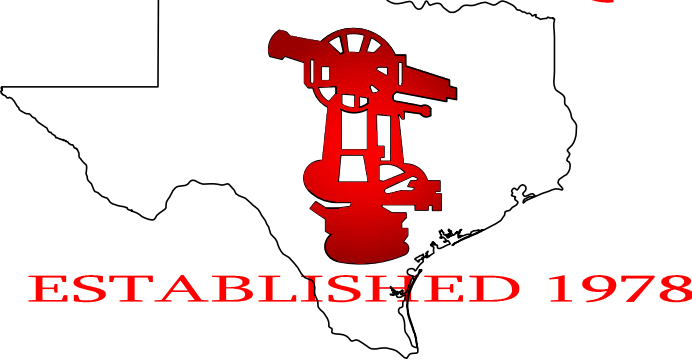
P.O.B.
"X" CUT IN CONCRETE FOUND

CLYDE F. HARRIS
VOL. 1510, PG. 97 G.C.M.R.

WILLIAM R. WHIPKEY AND CATHERINE E. WHIPKEY
VOL. 3145, PG. 721 G.C.M.R.

HSU LIVING TRUST
FILE No. 2001018360 O.P.R.G.C.T.X.

FMS SURVEYING, INC.



ABBREVIATIONS

A.K.A.
G.C.C.F.
G.C.D.R.
G.C.M.R.
No.
O.P.R.G.C.T.X.
P.O.B.
P.O.C.
P.G.
R.O.W.
VOL.

ALSO KNOWN AS:
GALVESTON COUNTY CLERK FILE,
GALVESTON COUNTY DEED RECORDS,
GALVESTON COUNTY MAP RECORDS,
NUMBER,
OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY TEXAS,
POINT OF BEGINNING,
PAGE,
RIGHT OF WAY,
VOLUME.

SURVEYOR:
F.M.S. SURVEYING
19701 STATE HIGHWAY 6,
MANVEL, TEXAS 77578
CONTACT: JASON P. SHERIDAN
PHONE: (281) 519-8530, EXT. 102
TBPUS FIRM # 10040400
www.fmsurveying.com
FMS No. 61147
DRAFTING: RC

BOUNDARY SURVEY OF

2.504 ACRES (109,089 SQ. FT) OF LAND
RECORDED UNDER FILE No. 2010040672
OF THE OFFICIAL PUBLIC RECORDS OF
GALVESTON COUNTY, TEXAS.



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

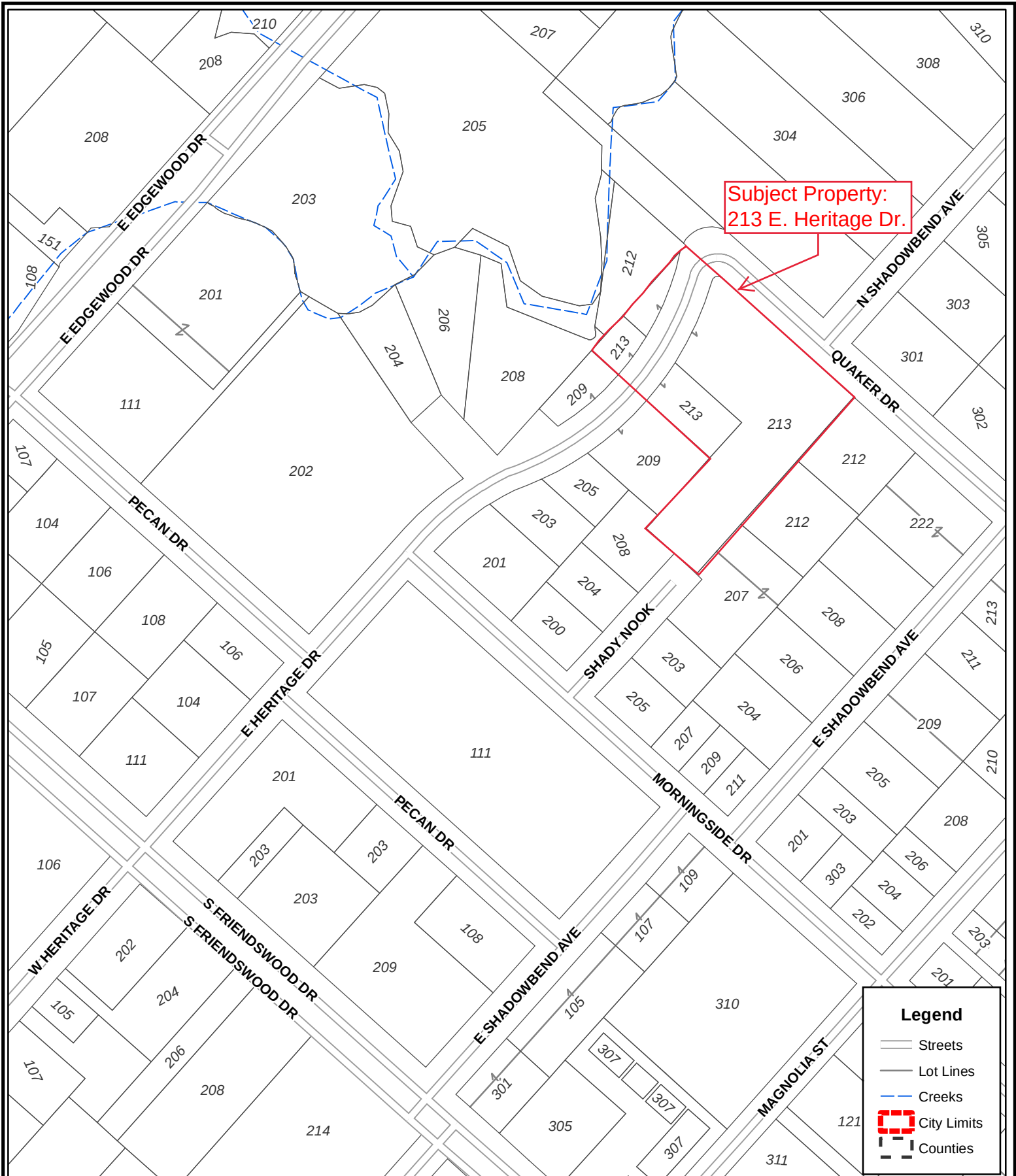


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 63'
 Page 139 of 202



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

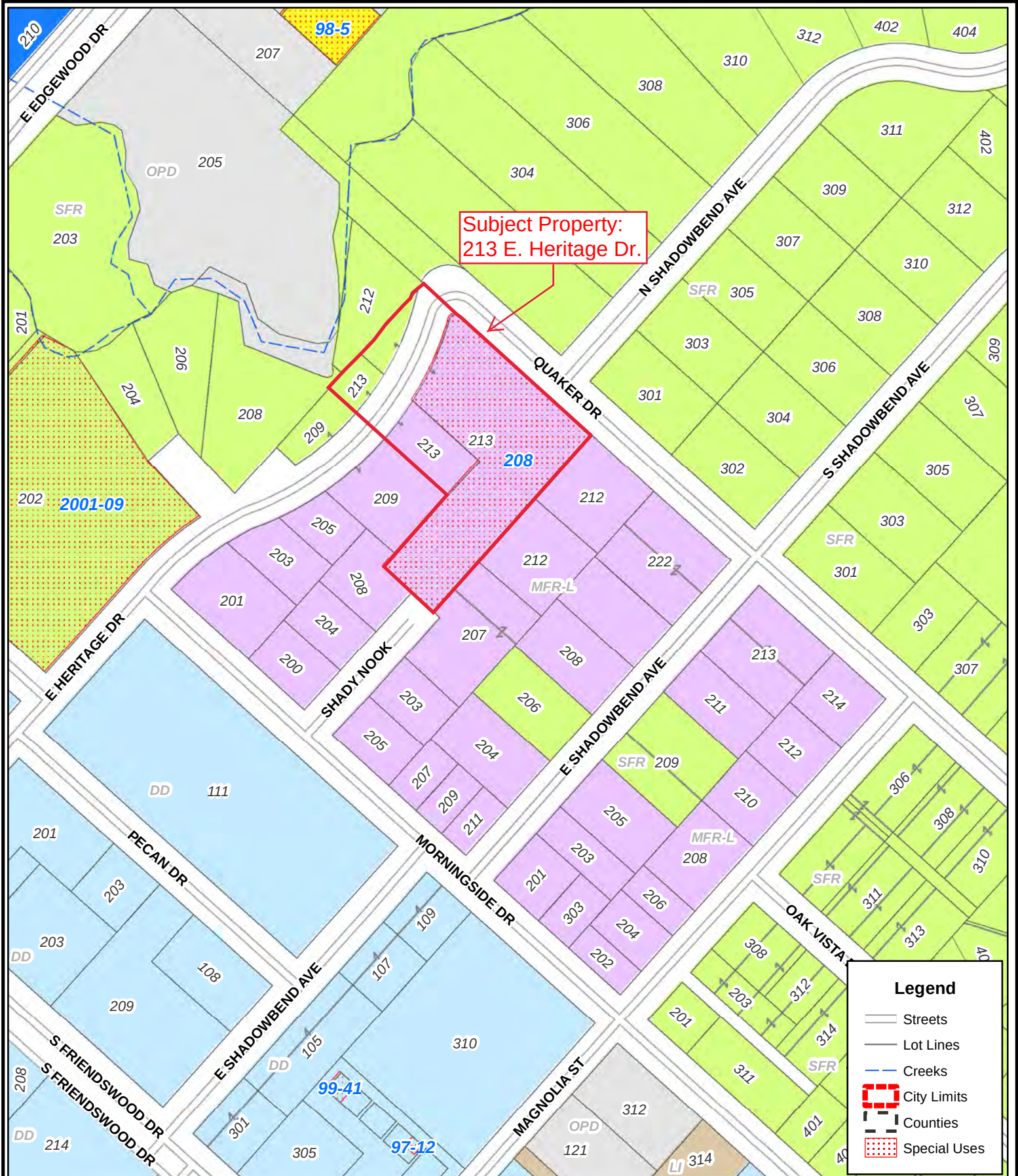


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 200'
 Page 140 of 202



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



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

Friendswood GIS Mapping



1" = 200'
 Page 141 of 202

EXHIBIT “B”

1. PUD Narrative
2. Friends Heights Master Layout

To attention of Aubrey Harbin

Dated August 5, 2020

Planned Unit Development PUD Letter to Planning and Zoning Commission - Please schedule this for your meeting planned for September 10, 2020.

Request for a change from MFR-L to SFR-H PUD

1. Property consists of 2.504 acres defined by the Meets and Bounds description. The current zoning requires 6 units/acre. The conceptual design plan produces 12 units on the property. Exhibit 1

2. Proposed usage is unattached residential units located on lots using the MFR-L 6 units/acre option. All lots are located with frontage on city streets of East Heritage, Quaker Drive and Shady Nook.

3. The project has 1 phase to build and sell the 12 units.

4. All buildings will be elevated 8-10 feet above natural ground due to close proximity to Mary's creek. This elevation results in the possibility of a footprint on a small lot, a unique garage space, with 2 habitable floors up to 1500 square feet per floor. If this was not a flood prone area it would be difficult to obtain a 3000 square foot home on such a small lot with the garage area utilizing habitable space. Review Exhibit 2 A and B. Ashford Village and Quaker Village

5. Dwelling units will be independent residential structures located on a minimum lot of 37 feet by 110 feet, Area= 4070 square feet. Maximum lot area is 10,876 square feet for a 54 feet by 196 feet lot. All lots will have fenced rear yards.

6. Minimum Building Set Back- Side, 5 feet with a front and rear setback of 25 feet each. These specifications meet the physical regulation matrix for MFR-L selecting the six units per acre option. The only regulation matrix not met is the alphabetical regulation "G" which states: Developer must elect either units/acre or lot area. Two family residential units on two lots are required when lot area is selected.

Selecting units/acre option 1 states: plat "lot" with restricted reserve for designated open space. Individual units would be sold as condominiums and property owners association would be required for maintenance of the common areas.

This PUD request allows purchaser to own land outside the dwelling unit occupied. The homeowner would be responsible for maintenance of his land.

Without elevation, creating common areas and green space on 2.504 acres would be very minimum as previously shown on Exhibit 2 A & B.

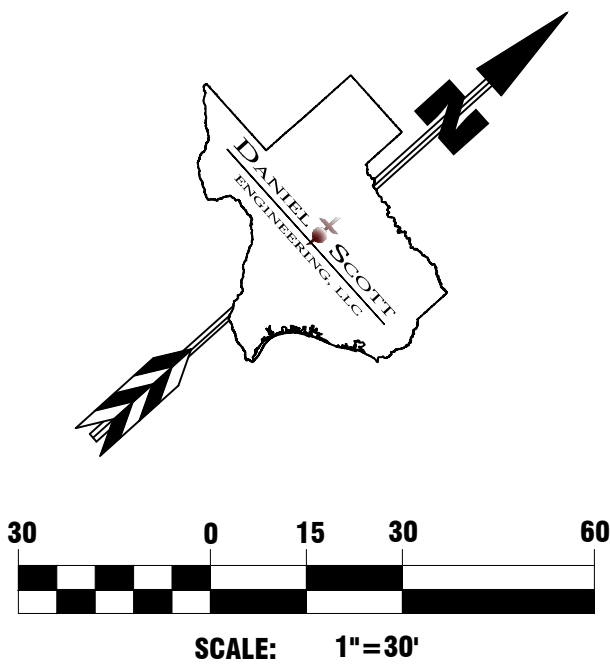
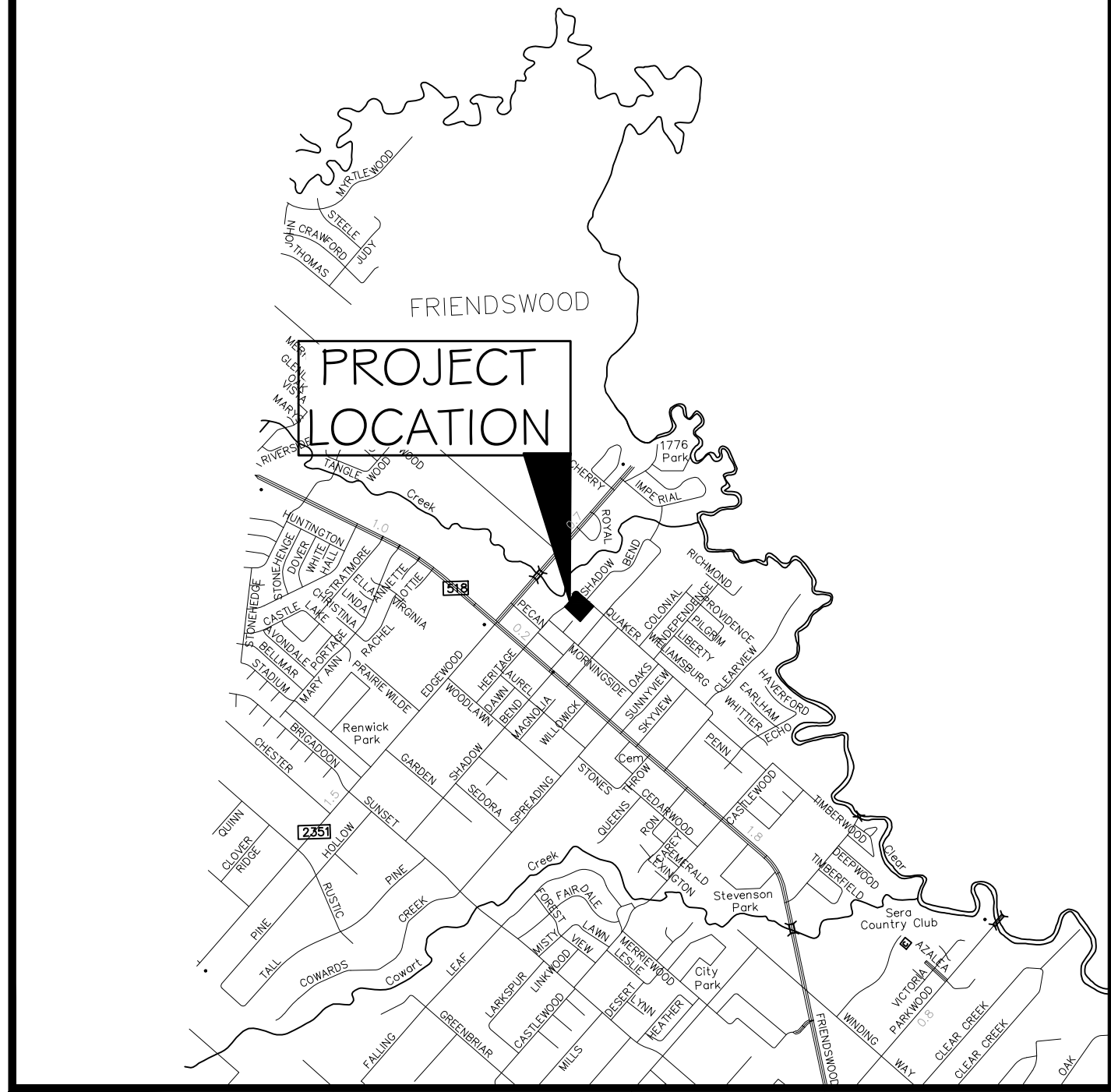
7. Detention requirements - None required since previous non-permeable area was approximately 49,471 square feet and the proposed design would yield approximately

24,000 square feet which represents at least a 50% improvement over the previous existing structure and parking.

Rationale for this PUD development: Property is located near Mary's Creek which has the propensity to flood. The conceptual plan proposes to restrict any habitation to the second and third floors. This elevated, (8 to 10 feet) design allows for a small 1500 square footprint and yields the potential of up to 3000 square feet of habitable area. Such a design would yield 63% green space on the smallest lot defined in the conceptual design. The variation from the typical development requirements is to allow single family units to be built on lots rather than condominiums, town houses, duplexes with common area.

Other supporting rational . The entire block is zoned MFR-L. Exhibit 3. The block currently consists of 15 single family residential units and 2 tri-plexes. By accepting this PUD request, the majority of single family residences will be maintained and the possibility of rental units in this area for Friendswood will be minimized.

Regulation Matrix - Residential Districts											
	Units Per Acre	Lot Area Minimum Square Feet	Lot Width	Yard - Minimum Feet			Height Maximum Feet	Parking Requirements unit	Zero Lot lines Y/N	Maximum Lot Coverage	
				Front	Rear	Side					
						Interior	Exterior (Corner Lot) Backing up to Abutting Side Yard				
Friends Heights PUD	6	4070	35	25	25	5 E, I	25	40	K	No	50



INTERIM REVIEW ONLY
SCOTT R. SHERIDAN
P.E. 108881
NOT FOR CONSTRUCTION

AUGUST 12, 2020

THIS DOCUMENT AND RELATED DETAILS REMAIN THE PROPERTY OF DANIEL SCOTT ENGINEERING, LLC. THIS DOCUMENT IS NOT TO BE SOLD, COPIED, OR REPRODUCED WHOLE OR IN PART, WITHOUT THE CONSENT OF DANIEL SCOTT ENGINEERING, LLC.

DANIEL SCOTT
CELEBRATING 10 YEARS
ENGINEERING, LLC
SINCE 2007

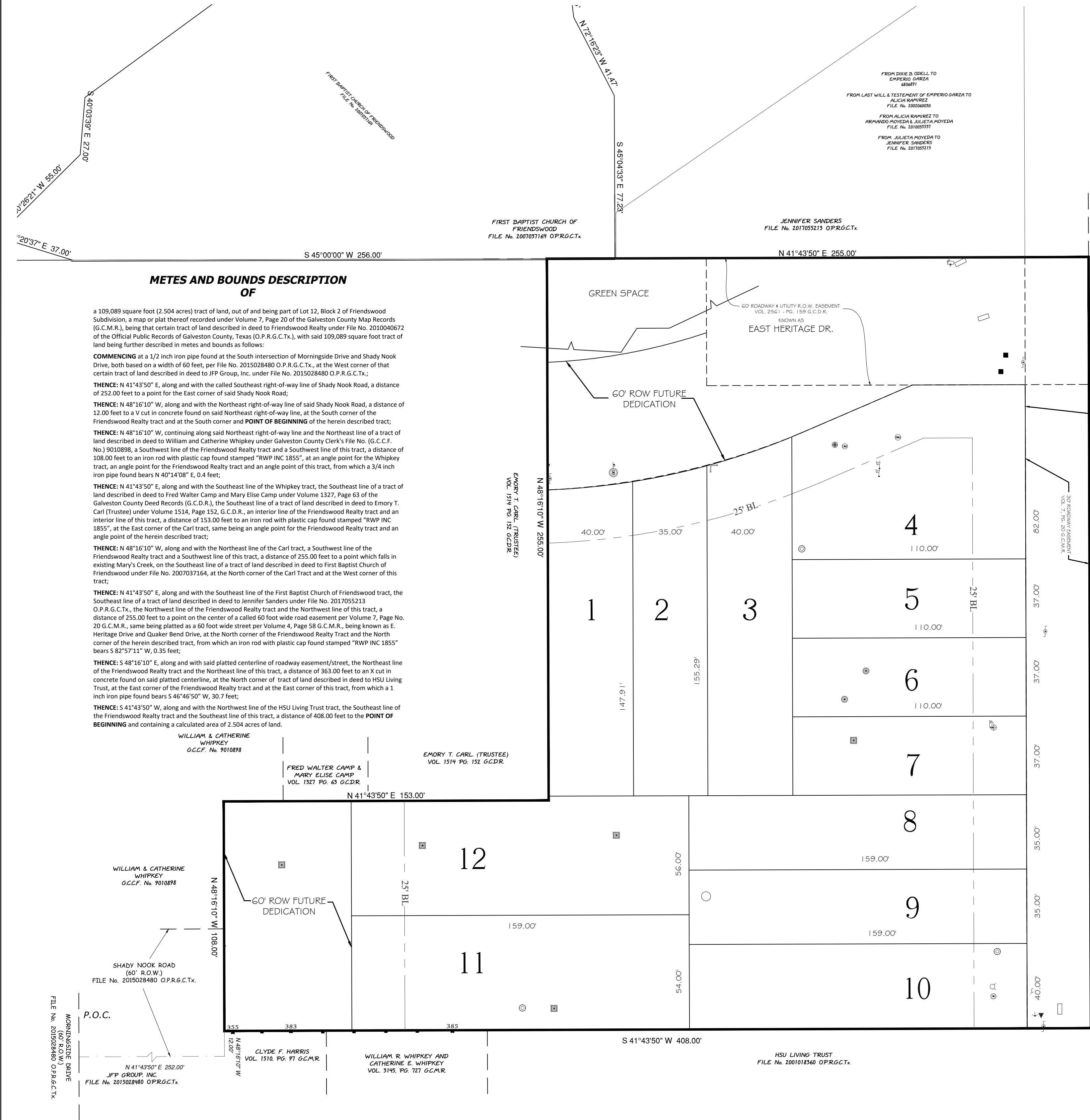
TBPE F-9827 (281) 519-8530
 P.O. BOX 1549, ALVIN, TX 77512 scott@danielscotteneering.com

FRIENDS HEIGHTS
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

LAYOUT 3

FRIENDS HEIGHTS LOT SUMMARY		
LOT	LOT AREA (SQ-FT)	LOT AREA (ACRES)
1	5,824	0.13
2	5,294	0.12
3	6,462	0.15
4	8,328	0.19
5	4,070	0.09
6	4,070	0.09
7	4,070	0.09
8	5,565	0.13
9	5,565	0.13
10	6,360	0.15
11	8,586	0.20
12	8,718	0.20

DRAWING SCALE	Project No.
HORIZ. 1"=100' VERT. NA	DSE20-017
SHEET No.	Drawing No.
1 OF 1	DSE20017-200



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 5/19/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-39: First reading of an ordinance of the City of Friendswood, Texas, establishing a curfew for persons under the age of 17 years between the hours of 12:01 a.m. and 5:00 a.m. on any day of the week and between the hours of 9:00 a.m. and 2:30 p.m. for school-aged children on school days; providing it is unlawful for any person subject to a curfew hereunder to remain in any public place or on the premises of any establishment within the City of Friendswood during curfew hours; providing it is unlawful for any parent or guardian of a person subject to a curfew hereunder to knowingly permit or by insufficient control, allow such person to remain in any public place or on the premises of any establishment within the city during curfew hours; providing it is unlawful for any person owning, operating, or in the employment of any establishment during curfew hours; providing defenses to prosecution for violations hereunder; providing an effective date; providing a penalty of an amount not to exceed \$500.00 for each day of violation of any provision hereof; making certain findings; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

On April 3, 1995, the Friendswood City Council adopted the Juvenile Curfew Ordinance that is in effect today. Most recently, on December 4, 2017, the City Council voted to continue the Juvenile Curfew Ordinance. The curfew applies to persons under 17 years of age. It goes into effect at midnight, ends at 5:00 a.m. every day, and it is in effect on school days between 9:00 a.m. and 2:30 p.m. Section 370.002, Texas Local Government Code, enacted in 1995, requires that before the third anniversary date of the adoption of a curfew ordinance, the City must do the following:

- Review the ordinance's effect on the community and on problems the ordinance was intended to remedy.
- Conduct a public hearing on the need to continue the ordinance.
- Abolish, continue, or modify the ordinance.

The Police Department has completed a review of the juvenile curfew ordinance. The Police Department recommends the ordinance be continued and enforced for the following reasons:

- The Police Department seeks to protect minors from the potential dangers associated with late night activities;
- The juvenile curfew ordinance is an invaluable tool that helps police officers who work the

- midnight shift to control suspected gang-related activity and address other suspicious activities;
- The ordinance serves as a highly effective medium of contact with young people, and it is useful in controlling youth who are observed loitering late at night without adult supervision;
 - Without the juvenile curfew ordinance, juveniles will tend to congregate in parking lots and businesses, with resulting litter, damage to property, loud noise, fights, and other disturbances; and
 - Keeping the ordinance in effect will enable the Police Department to gather additional data that will be useful for future evaluation of juvenile crime and the ordinance's effectiveness.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

In summary, the main purposes of the curfew ordinance are: to deter criminal conduct involving juveniles, to reduce the number of juvenile crime victims, to reduce injury from accidents involving juveniles, to reduce the additional time peace officers are required to be in the field due to juvenile crime, to reduce juvenile peer pressure to stay out late, to reduce juvenile peer pressure to participate in violent or criminal activities and to assist parents in the control of their children.

From 2017 to 2019, Friendswood officers issued 54 curfew citations.

As an overview of the communities around Friendswood that have implemented a juvenile curfew ordinance, the following information is provided for your review. Alvin, League City, Houston, and Pearland, all have a juvenile curfew ordinance. Houston's ordinance is daytime curfew hours only.

RECOMMENDATIONS

It is recommended that the City Council readopt the ordinance.

ATTACHMENTS

1. Ord 2020-39 Juvenile Curfew

ORDINANCE NO. T2020-39

AN ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS, ESTABLISHING A CURFEW FOR PERSONS UNDER THE AGE OF 17 YEARS BETWEEN THE HOURS OF 12:01 A.M. AND 5:00 A.M. ON ANY DAY OF THE WEEK AND BETWEEN THE HOURS OF 9:00 A.M. AND 2:30 P.M. FOR SCHOOL-AGED CHILDREN ON SCHOOL DAYS; PROVIDING IT IS UNLAWFUL FOR ANY PERSON SUBJECT TO A CURFEW HEREUNDER TO REMAIN IN ANY PUBLIC PLACE OR ON THE PREMISES OF ANY ESTABLISHMENT WITHIN THE CITY OF FRIENDSWOOD DURING CURFEW HOURS; PROVIDING IT IS UNLAWFUL FOR ANY PARENT OR GUARDIAN OF A PERSON SUBJECT TO A CURFEW HEREUNDER TO KNOWINGLY PERMIT OR BY INSUFFICIENT CONTROL, ALLOW SUCH PERSON TO REMAIN IN ANY PUBLIC PLACE OR ON THE PREMISES OF ANY ESTABLISHMENT WITHIN THE CITY DURING CURFEW HOURS; PROVIDING IT IS UNLAWFUL FOR ANY PERSON OWNING, OPERATING, OR IN THE EMPLOYMENT OF ANY ESTABLISHMENT DURING CURFEW HOURS; PROVIDING DEFENSES TO PROSECUTION FOR VIOLATIONS HEREUNDER; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$500.00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING CERTAIN FINDINGS; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council has determined that as a direct result of implementing a juvenile curfew the incidents of juvenile crime and juvenile victimization has been reduced; and

WHEREAS, the City Council hereby finds and determines that the re-adoption of a juvenile curfew is necessary to provide for the protection of minors from each other and from other persons, for the enforcement of parental control over and responsibility for children, for the

protection of the general public, and for the reduction of the incidence of juvenile violence and criminal activity; and

WHEREAS, a curfew applicable to persons under the age of 17 years will be in the interest of public health, safety, and general welfare, and will diminish the undesirable impact of such conduct on the citizens of the City of Friendswood; now, therefore

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

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

Section 2. Purpose. It is the express purpose of this Ordinance to (a) deter criminal conduct involving juveniles, (b) reduce the number of juvenile crime victims, (c) reduce injury from accidents involving juveniles, (d) reduce the additional time police officers are required to be in the field due to juvenile crime, (e) provide additional and more effective means and options for dealing with gang-related violence and crime, (f) reduce juvenile peer pressure to stay out late (g) reduce juvenile peer pressure to participate in violence or criminal activities, and (h) assist parents in the control of their children.

Section 3. Definitions. For purposes of this Ordinance the following words or terms shall have the meanings ascribed thereto:

A. Curfew Hours shall mean:

1. 12:01 a.m. until 5:00 a.m. on any day of the week; and
2. 9:00 a.m. until 2:30 p.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; provided, however, the hours defined in this paragraph 2 shall not be considered as Curfew Hours for minors not subject to compulsory school attendance pursuant §21.032, TEXAS EDUCATION CODE, nor shall the hours defined in this paragraph 2 be considered as Curfew Hours on days or during periods in which the school where the applicable minor is enrolled

have been cancelled under the order and direction of officials authorized to issue such orders and directives.

- B. Emergency shall mean any unforeseen combination of circumstances or the resulting state that calls for immediate action. This term shall include, but not be limited to, a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent Serious Bodily Injury or loss of life.
- C. Establishment shall mean any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.
- D. Guardian shall mean a person who, under court order, is the Guardian of the person of a minor or a public or private agency with whom a minor has been placed by a court.
- E. Minor shall mean any person under 17 years of age.
- F. Operator shall mean any individual, firm, association, partnership, or corporation operating, managing, or conducting any Establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.
- G. Parent shall mean a person who is a natural Parent, adoptive Parent, or stepparent of a Minor, or a person at least 21 years of age who is authorized by the Parent or Guardian of a Minor to have the care and custody of such Minor.
- H. Police Department shall mean the Friendswood Police Department.
- I. Public Place shall mean any place to which the public or a substantial group of the public has access and shall include, but not be limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, restaurants, theaters, game rooms, shops, shopping centers or any other place that offers for sale services or merchandise.

- J. Remain shall mean to linger or stay, or fail to leave premises, when requested to do so by a police officer or the owner, Operator, or other person in control of the premises.
- K. Serious Bodily Injury shall mean bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Section 4. Offenses.

- A. It shall be unlawful for any Minor to knowingly remain, walk, run, or stand, or operate or ride in any motor vehicle or on any bicycle, in or upon any Public Place or on the premises of any Establishment within the City during Curfew Hours.
- B. It shall be unlawful for the Parent or Guardian of a Minor to knowingly permit or, by insufficient control, allow a Minor to remain in or upon any Public Place or on the premises of any Establishment within the City during Curfew Hours.
- C. It shall be unlawful for the owner, Operator, or any employee of an Establishment to knowingly allow a Minor to remain upon the premises of an Establishment during Curfew Hours.

Section 5. Defenses

- A. It shall be a defense to prosecution under Section 4 of this ordinance that the Minor was:
 - 1. accompanied by the Minor's Parent or Guardian;
 - 2. on an errand at the direction of the Minor's Parent or Guardian;
 - 3. in a motor vehicle involved in interstate travel;
 - 4. engaged in lawful employment activity, going directly to the employment activity, or returning directly to the Minor's residence from the employment activity;
 - 5. involved in an Emergency;
 - 6. on an errand made necessary by an illness, injury, or Emergency;

7. on the sidewalk or public right-of-way abutting the Minor's permanent residence;
8. attending a school, religious, government-sponsored, or other civic activity supervised by adults and sponsored by an educational, religious, or governmental institution, civic organization, or other similar entity, or traveling directly to or returning from any such school, religious, governmental, or civic activity.
9. engaged in, participating in, or traveling to or from, any event, function, or activity for which the application of Section 4 of this Ordinance would contravene the Minor's rights protected by the United States Constitution, including, but not limited to, First Amendment rights such as the free exercise of religion, freedom of speech, or the right of assembly; or
10. married or had been married or had disabilities of Minority removed in accordance with Chapter 31 of the TEXAS FAMILY CODE.

- B. It is a defense to prosecution under Section 4C that the owner, Operator, or employee of an Establishment promptly notified the Police Department that a Minor was present on the premises of the Establishment during Curfew Hours and the Minor refused to leave.
- C. It is a defense to prosecution under Section 4 of this Ordinance that the Minor had been directed by his or her Parent or Guardian to engage in a specific activity or to carry out expressed instructions, during the time that the Minor is actually engaged in fulfilling those directions or responsibilities.

Section 6. **Enforcement.** Before taking any enforcement action under this Ordinance, a police officer shall ask the apparent offender's age and reason for being in the Public Place or Establishment. The officer shall not issue a citation or make an arrest under this Ordinance unless the officer reasonably believes that an offense has occurred and that, based on any response or other circumstance, no defense in Section 5 is present.

Section 7. **Penalties**

- A. A person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.
- B. When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a Minor who violates Section 4A of this Ordinance and shall refer the Minor to the juvenile court.

Section 8. Notice and Effective Date. The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

Section 9. Repeal. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 10. Severability. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, declares that it would have passed each and every part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED and APPROVED on first reading this 5th day of October, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this the 2nd day of November, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/22/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-40: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eleventh set for fiscal year 2019-2020.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

Expenditure Required: \$965

Amount Budgeted: \$0

Appropriation Required: \$965

Source of Funds: PIF State Asset Seizure Funds

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment XI 2019–20.

ATTACHMENTS

1. Ord 2020-40 BA XI 2019-20
2. Ord 2020-40 Exhibit A
3. Ord 2020-40 Exhibit B

(Title: An Ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2019-2020 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2020-40

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2019-38, PASSED AND APPROVED OCTOBER 7, 2019, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2019-2020 BY APPROVING "BUDGET AMENDMENT XI" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2019-2020"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2019-38, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2019-2020"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2019-2020;

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

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

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020,” is hereby amended for municipal purposes as shown on “Budget Amendment XI” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2019-2020” attached hereto. Said Budget Amendment XI shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 5th day of October, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2019 – 2020
Budget Amendment XI
October 5, 2020**

1. **Police Investigation Fund, \$965.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. Funds will be allocated from the Police Investigation State unassigned fund balance.

City of Friendswood
October 5, 2020
2019-2020 Budget Amendment XI - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
	102-0000-30100		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to PIF operating services	(965)
	102-2130-421.7400		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to PIF operating services	965

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 8/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving an Interlocal Agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program and authorizing the Mayor to execute the contract

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The "Be a Water Detective – Learning to be Water Wise" is a water conservation program in which the City has participated in for several years. Council approved the re-adoption of a water conservation plan ordinance in December 2019 as required by TCEQ. A portion of the plan calls for public education. This program helps the city meet that requirement. The City, through an inter-local agreement with the Harris-Galveston Subsidence District (HGSD), sponsors the water conservation program known as "Be a Water Detective - Learning to Be Water Wise". This program is outlined to address elementary and middle schools within the City of Friendswood with a sponsorship of up to **510** students.

The cost of the program has remained the same as last year at \$36.46 per student. The total cost amount is accounted for within Public Works annual operational budget. Each student is provided with a Water Wise activity kit. The kit includes items such as an activity booklet, high-efficiency showerhead, multi-swivel kitchen aerator, bathroom aerator, mini-tape measure, toilet leak detector tablets, flow rate test bag and much more. Partnering with the Subsidence District and the award-winning Water Wise Program will not only provide students and teachers with the educational materials they need, but will also allow the City of Friendswood to directly impact the preservation of freshwater sources in our area.

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

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

1. "Series A" GW Credits

Issued from 1994 – 2001. These GW Credits are good for 40 years with no usage restriction. The City has three (3) of these certificates for a total amount 56,028,000 gallons. Series A are no longer available.

2. “Series B” GW Credits

Issued from 2001 – present. These GW Credits are good for 20 years and they are restricted to up to 30 percent of the permittee’s water demand for the yearly permit. The City has twenty (20) of these certificates for total amount 452,226,000 gallons.

To give an example of the importance of these credits, we are permitted to use 400,000,000 gallons of ground water for the year 2020 - 2021. Our GW Series B credits will allow us to increase the permitted amount by 30 percent. This will equate to 520,000,000 gallons permitted total. If we face a situation that forces us to exceed the total allowable amount then we will be subject to a penalty known as the Disincentive Fee. The fee is \$8.46 per 1,000 gallons and is designed to discourage ground water usage.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The “Be a Detective - Learning to be Water Wise Program” is a water conservation program that assists the City of Friendswood in meeting mandates from our officially adopted Water Conservation Plan, and more importantly it assists in educating children within the City of Friendswood with regards to the ultimate benefits associated with water conservation.

RECOMMENDATIONS

Staff recommends council approve the Inter local agreement and authorize the Mayor to sign the agreement.

ATTACHMENTS

1. HGSD Interlocal Agreement

STATE OF TEXAS §
COUNTY OF GALVESTON §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and CITY OF FRIENDSWOOD, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

THAT WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals, governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a program to increase water conservation through education of elementary and middle school students administered through the public schools and other water conservation program objectives and initiatives; and

WHEREAS, this education of elementary and middle school students, "Be a Water Detective - Learning to be WaterWise" has been tested in several area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and middle school school education program have been tested in the Harris County Municipal Utility District No. 55, jointly sponsored by that District, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act;

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.

PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by doing the following tasks:

(A) Purchase and distribute the school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and mobile applications.

(B) Provide in-service training to teachers and provide all support functions such as slide presentations, video presentations, publications, and program outlines.

(C) Conduct an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators and parents, and provide the evaluation results to the Sponsor.

(D) Provide information related to other water conservation program objectives and initiatives.

(E) Provide all necessary documentation to the Texas Education Agency, Texas Water Development Board, and Texas Commission on Environmental Quality.

1.02 The Subsidence District shall provide water conservation credits as follows:

(A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater (which equals 1,400 gallons per month for five years) for each student sponsored in the Program.

(B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided however, that the Certificates of Deposit will be honored by the District for no longer than 20 years after the date the Certificate of Deposit is issued.

(C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's groundwater allocation by the amount of the water conservation credit, provided however, that Certificates of Deposit issued beginning with the 2001-2002 school year (Series B) may only be applied

to a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor. The Sponsor may assist in any coordination activities and may participate in any phase of the program at its own discretion.

II. PAYMENT

2.01 The sponsor agrees to sponsor school(s) in Friendswood City schools or Clear Creek ISD. The sponsor agrees to sponsor up to 510 students in an amount not to exceed \$18,594.60 during the 2020-2021 school year.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$36.46 per student sponsored. The above payment shall provide sponsorship for the above listed school(s) for one year. The amount of the invoice shall be calculated using the actual enrollment in the named schools for each year of the Project.

2.03 From time-to-time the Sponsor may seek to adjust the number of students sponsored by providing a written request to the Subsidence District, subject to the availability of schools willing to participate in the project.

2.04 The Sponsor agrees to pay a similar amount, adjusted for the actual cost of the sponsorship kit and the number of students sponsored, each year for the term of this Agreement.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III.

TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof until termination of the 2020-2021 school year. This agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

3.02 The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from sponsor and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

IV. MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

4.02 Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation

to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

By: _____ (Title)

ATTEST:

By: _____
(Title)

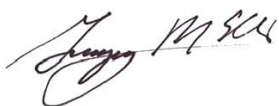
Date: _____

HARRIS GALVESTON SUBSIDENCE DISTRICT



By: Tina Petersen, Deputy General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel

Date: 6/24/2020

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a Memorandum of Understanding (MOU) with Clear Creek Community Church to allow the City to pursue a mitigation grant to fund a project at this location

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

City staff plans to submit for a Harvey Round One Competition Community Development Block Grant - Mitigation (CDBG-MIT) grant on October 28th, 2020. This project is known as the Clear Creek Inline and Offline Detention Project - Bay Area Blvd Phase One. In order to apply for a grant for this project any required agreements that affect the project need to be in place.

This MOU will allow the City of Friendswood to complete a flood control project within the 100-year FEMA regulatory floodway of the 135.8 acre tract of land owned by the Clear Creek Community Church. Preliminary studies show that terracing this property by an approximate width of 400 ft will reduce water surface elevations on Clear Creek 0.5 to 0.6 ft for large storm events.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This MOU is necessary for the City to apply for a CDBG-MIT grant for the Clear Creek Inline and Offline Detention Project - Bay Area Blvd Phase One.

RECOMMENDATIONS

City staff recommends passing the MOU.

ATTACHMENTS

1. CCCC MOU Phase II_mkf
2. MOU Phase II Exhibit 1

MEMORANDUM OF UNDERSTANDING REGARDING PHASE TWO (2) OF A TERRACING PROJECT IN THE CITY OF FRIENDSWOOD, TEXAS

This Memorandum of Understanding (MOU) is by and between Clear Creek Community Church ("CCCC") and the City of Friendswood, Texas, a home rule municipal corporation of the State of Texas ("the City").

WHEREAS, flooding in the Clear Creek watershed poses risks to property and residents in the City of Friendswood; and

WHEREAS, addressing the risks and impacts of flooding requires cooperation between the City and multiple entities; and

WHEREAS, flood infrastructure projects require sound engineering practices to have the greatest benefit; and

WHEREAS, CCCC wishes to mitigate flooding of the fully developed Church property; and,

WHEREAS, the City commissioned a hydraulic and hydrology study that proved terracing on the property owned by CCCC is critical to mitigate flood risk in the City and the fully developed Church property; and

WHEREAS, the City wishes to apply for a Community Development Block Grant – Mitigation (CDG-MIT) for a terracing project within the Floodway along Clear Creek on the Clear Creek Community Church property in Friendswood, Texas, and

WHEREAS, a prerequisite for the CDBG-MIT grant is that any agreements be in place at the time of grant application, and

WHEREAS, an MOU between the City and CCCC dated February 3, 2020 stated an easement for a terracing project would be provided if the easement was a prerequisite for the funding of this flood mitigation project.

NOW, THEREFORE, CCCC and the City agree to and acknowledge the following in relation to receiving a flood mitigation CDBG-MIT grant for said property:

The City will at its sole cost and expense:

1. Apply for a CDBG-MIT grant to engineer and construct a terracing project for use as an inline detention facility on the CCCC property.
2. Obtain partnerships with other entities to pursue terracing activities.
3. Be responsible for terracing activities including necessary environmental studies and mitigation, engineering plans, surveys, infrastructure improvements, the possible mitigation of a gravesite on CCCC property, and fill placement on CCCC property to maximize the acreage of mitigated property.

CCCC will at its sole cost and expense:

1. Grant an easement for the City to construct a terracing project. The approximate location of the easement is shown in Exhibit 1. The form and substance of the easement shall be acceptable to CCCC, CCCC shall retain the right to use the property within the easement for any purpose not inconsistent with the purpose of the easement.

Upon completion of the terracing project as determined by closeout of the CDBG-MIT grant, CCCC will maintain the easement. Maintenance includes frequent mowing, vegetation maintenance and sediment and erosion control.

This MOU becomes effective upon execution by all parties. In the event that the CDBG-MIT grant application is denied this MOU shall become null and void 3 years from the MOU effective date unless parties mutually agree in writing to extend it.

Any notice shall be in writing and may be effected by personal delivery, by hand delivery through a courier or delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following address:

To the City of Friendswood, Texas:

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

To Clear Creek Community Church:

Clear Creek Community Church
Address here _____
Friendswood, TX 77546
Attn: _____

City of Friendswood, Texas

Mike Foreman, Mayor

Date: _____

Clear Creek Community Church

Date: _____

Name and Title:

Title: _____



Exhibit 1
Clear Creek Community Church - Terracing

- Proposed Terracing
- Linear Water Features
- USFWS Wetlands-2012
- Parcels



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the August 2020 Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax August 2020



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



September 8, 2020

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of August, 2020 is true and correct.

Under my hand and seal this 8th day of September, 2020.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

09/02/2020 10:07:27 3572511
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 08/01/2020 THRU 08/31/2020
 JURISDICTION: 0337 FRIENDMD CITY

PAGE: 32
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.432160	38,460.92	.00	4,280.94	.00	42,741.86	5,356.24	.00	.00	48,098.10
	I & S	.089279	7,945.50	.00	884.43	.00	8,829.93	.00	.00	.00	8,829.93
	TOTAL	.521439	46,406.42	.00	5,165.37	.00	51,571.79	5,356.24	.00	.00	56,928.03
2018	M & O	.437173	849.92	.00	522.62	.00	1,372.54	408.10	.00	.00	1,780.64
	I & S	.095218	185.12	.00	113.81	.00	298.93	.00	.00	.00	298.93
	TOTAL	.532391	1,035.04	.00	636.43	.00	1,671.47	408.10	.00	.00	2,079.57
2017	M & O	.432349	584.71	.00	219.75	.00	804.46	91.16	.00	.00	895.62
	I & S	.095000	128.48	.00	48.29	.00	176.77	.00	.00	.00	176.77
	TOTAL	.527349	713.19	.00	268.04	.00	981.23	91.16	.00	.00	1,072.39
2016	M & O	.462000	744.61	.00	148.74	.00	893.35	.00	.00	.00	893.35
	I & S	.084000	135.38	.00	27.05	.00	162.43	.00	.00	.00	162.43
	TOTAL	.546000	879.99	.00	175.79	.00	1,055.78	.00	.00	.00	1,055.78
2015	M & O	.497200	36.27	.00	23.96	.00	60.23	13.67	.00	.00	73.90
	I & S	.071500	5.21	.00	3.45	.00	8.66	.00	.00	.00	8.66
	TOTAL	.568700	41.48	.00	27.41	.00	68.89	13.67	.00	.00	82.56
2014	M & O	.530300	.53	.00	.00	.00	.53	.00	.00	.00	.53
	I & S	.061100	.06	.00	.00	.00	.06	.00	.00	.00	.06
	TOTAL	.591400	.59	.00	.00	.00	.59	.00	.00	.00	.59
2013	M & O	.530300	.53	.00	.00	.00	.53	.00	.00	.00	.53
	I & S	.061100	.06	.00	.00	.00	.06	.00	.00	.00	.06
	TOTAL	.591400	.59	.00	.00	.00	.59	.00	.00	.00	.59
2012	M & O	.530700	.53	.00	.00	.00	.53	.00	.00	.00	.53
	I & S	.066300	.07	.00	.00	.00	.07	.00	.00	.00	.07
	TOTAL	.597000	.60	.00	.00	.00	.60	.00	.00	.00	.60
2010	M & O	.519800	1.85	.00	.92	.00	2.77	.00	.00	.00	2.77
	I & S	.065300	.24	.00	.11	.00	.35	.00	.00	.00	.35
	TOTAL	.585100	2.09	.00	1.03	.00	3.12	.00	.00	.00	3.12
2009	M & O	.499700	61.32	.00	60.93	.00	122.25	19.48	.00	.00	141.73
	I & S	.080000	9.82	.00	9.76	.00	19.58	.00	.00	.00	19.58
	TOTAL	.579700	71.14	.00	70.69	.00	141.83	19.48	.00	.00	161.31
2008	M & O	.509700	.01	.00	.00	.00	.01	.00	.00	.00	.01
	I & S	.070000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.579700	.01	.00	.00	.00	.01	.00	.00	.00	.01
2006	M & O	.512000	7.88	.00	11.82	.00	19.70	4.48	.00	.00	24.18
	I & S	.070100	1.08	.00	1.62	.00	2.70	.00	.00	.00	2.70
	TOTAL	.582100	8.96	.00	13.44	.00	22.40	4.48	.00	.00	26.88

09/02/2020 10:07:27 3572511
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 08/01/2020 THRU 08/31/2020
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.524300	6.03	.00	11.22	.00	17.25	3.98	.00	.00	21.23
	I & S	.079700	.92	.00	1.71	.00	2.63	.00	.00	.00	2.63
	TOTAL	.604000	6.95	.00	12.93	.00	19.88	3.98	.00	.00	23.86
2004	M & O	.554700	8.70	.00	17.24	.00	25.94	5.97	.00	.00	31.91
	I & S	.083800	1.32	.00	2.60	.00	3.92	.00	.00	.00	3.92
	TOTAL	.638500	10.02	.00	19.84	.00	29.86	5.97	.00	.00	35.83
ALL	M & O		40,763.81	.00	5,298.14	.00	46,061.95	5,903.08	.00	.00	51,965.03
ALL	I & S		8,413.26	.00	1,092.83	.00	9,506.09	.00	.00	.00	9,506.09
	ALL TOTAL		49,177.07	.00	6,390.97	.00	55,568.04	5,903.08	.00	.00	61,471.12
DLQ	M & O		40,763.81	.00	5,298.14	.00	46,061.95	5,903.08	.00	.00	51,965.03
DLQ	I & S		8,413.26	.00	1,092.83	.00	9,506.09	.00	.00	.00	9,506.09
	DLQ TOTAL		49,177.07	.00	6,390.97	.00	55,568.04	5,903.08	.00	.00	61,471.12
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
	CURR TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

09/02/2020 10:06:42
TC298-M SELECTION: DEPOSIT

3572511

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2020 THRU 08/31/2020
JURISDICTION: 337 FRIENDMD CITY

PAGE: 19
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2017 RF200817	1035010000010	201712	131.83-	0.00	0.00	0.00 HK31	131.83	0.00 RF
2017 RF200817	1035010000010	201712	0.00	0.00	0.00	0.00 HK31	131.83-	131.83-RF
2017 RF200821	1055770000064	201712	0.00	0.00	0.00	0.00 HK11	296.76-	296.76-RF
2017 RF200821	1055770000064	201712	296.76-	0.00	0.00	0.00 HK11	296.76	0.00 RF
2017 TOTAL			428.59-	0.00	0.00	0.00	0.00	428.59-
2018 RF200814	1000450000002	202001	0.00	0.00	0.00	0.00 HK20	175.30-	175.30-RF
2018 RF200814	1000450000002	202001	175.30-	0.00	0.00	0.00 HK20	175.30	0.00 RF
2018 RF200814	1000450000003	201812	0.00	0.00	0.00	0.00 HK20	241.23-	241.23-RF
2018 RF200814	1000450000003	201812	241.23-	0.00	0.00	0.00 HK20	241.23	0.00 RF
2018 RF200814	1035010000010	201812	133.10-	0.00	0.00	0.00 HK20	133.10	0.00 RF
2018 RF200814	1035010000010	201812	0.00	0.00	0.00	0.00 HK20	133.10-	133.10-RF
2018 RF200818	1050120000031	201901	133.10-	0.00	0.00	0.00 HK23	133.10	0.00 RF
2018 RF200818	1050120000031	201901	0.00	0.00	0.00	0.00 HK23	133.10-	133.10-RF
2018 RF200824	1055770000064	201812	279.80-	0.00	0.00	0.00 HK11	279.80	0.00 RF
2018 RF200824	1055770000064	201812	0.00	0.00	0.00	0.00 HK11	279.80-RF	279.80-RF
2018 RF200814	1057810000011	201812	0.00	0.00	0.00	0.00 HK20	209.22-	209.22-RF
2018 RF200814	1057810000011	201812	209.22-	0.00	0.00	0.00 HK20	209.22	0.00 RF
2018 RF200814	1057840000029	201812	0.00	0.00	0.00	0.00 HK20	189.93-	189.93-RF
2018 RF200814	1057840000029	201812	188.46-	0.00	0.00	0.00 HK20	188.46	0.00 RF
2018 RF200814	1063190000027	201812	0.00	0.00	0.00	0.00 HK20	189.93-	189.93-RF
2018 RF200814	1063190000027	201812	189.93-	0.00	0.00	0.00 HK20	189.93	0.00 RF
2018 RF200814	1097990000016	201812	173.71-	0.00	0.00	0.00 HK20	173.71	0.00 RF
2018 RF200814	1097990000016	201812	0.00	0.00	0.00	0.00 HK20	173.71-RF	173.71-RF
2018 RF200814	1198830010006	201901	0.00	0.00	0.00	0.00 HK20	331.87-	331.87-RF
2018 RF200814	1198830010006	201901	331.87-	0.00	0.00	0.00 HK20	331.87	0.00 RF
2018 CP200807	437662	202006	245.78-	0.00	71.28-	63.41-CERT	0.00	380.47-TR
2018 RF200814	H2143150	201901	7.86-	0.00	0.00	0.00 HK20	7.86	0.00 RF
2018 RF200814	H2143150	201901	0.00	0.00	0.00	0.00 HK20	7.86-RF	7.86-RF
2018 TOTAL			2,309.36-	0.00	71.28-	63.41-	0.00	2,444.05-
2019 RF200817	1000450000002	202001	0.00	0.00	0.00	0.00 HK11	380.77-	380.77-RF
2019 RF200817	1000450000002	202001	380.77-	0.00	0.00	0.00 HK11	380.77	0.00 RF
2019 RF200817	1000450000003	201912	0.00	0.00	0.00	0.00 HK09	285.37-	285.37-RF
2019 RF200817	1000450000003	201912	285.37-	0.00	0.00	0.00 HK09	285.37	0.00 RF
2019 RF200818	1000450000022	202001	0.00	0.00	0.00	0.00 HK12	260.72-	260.72-RF
2019 RF200818	1000450000022	202001	260.72-	0.00	0.00	0.00 HK12	260.72	0.00 RF
2019 RF200824	1022320000023	202001	0.00	0.00	0.00	0.00 HK11	286.08-	286.08-RF
2019 RF200824	1022320000023	202001	286.08-	0.00	0.00	0.00 HK11	286.08	0.00 RF
2019 RF200824	1022360000016	201912	368.55-	0.00	0.00	0.00 HK11	368.55	0.00 RF
2019 RF200824	1022360000016	201912	0.00	0.00	0.00	0.00 HK11	368.55-RF	368.55-RF

09/02/2020 10:06:42
TC298-M SELECTION: DEPOSIT

3572511

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2020 THRU 08/31/2020
JURISDICTION: 337 FRIENDMD CITY

PAGE: 20
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	LEVY PAID	EFF YR/MO	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019 RF200814	1035010000010	0.00	201912	0.00	0.00	0.00 HK09	130.36-	130.36-RF
2019 RF200814	1035010000010	130.36-	201912	0.00	0.00	0.00 HK09	130.36	0.00 RF
2019 RF200817	1035010000010	38.02	201912	0.00	0.00	0.00 HK09	38.02	0.00 RF
2019 RF200817	1035010000010	0.00	201912	0.00	0.00	0.00 HK09	38.02-	38.02-RF
2019 RF200818	1043990010067	0.00	201912	0.00	0.00	0.00 HK12	120.18-	120.18-RF
2019 RF200818	1043990010067	120.18-	201912	0.00	0.00	0.00 HK12	120.18	0.00 RF
2019 RF200817	1050100000002	0.00	202001	0.00	0.00	0.00 HK09	155.87-	155.87-RF
2019 RF200817	1050100000002	155.87-	202001	0.00	0.00	0.00 HK09	155.87	0.00 RF
2019 RF200818	1050120000031	0.00	202001	0.00	0.00	0.00 HK12	172.82-	172.82-RF
2019 RF200818	1050120000031	172.82-	202001	0.00	0.00	0.00 HK12	172.82	0.00 RF
2019 RF200817	1055750000043	0.00	202001	0.00	0.00	0.00 HK09	130.36-	130.36-RF
2019 RF200817	1055750000043	130.36-	202001	0.00	0.00	0.00 HK09	130.36	0.00 RF
2019 RF200817	1055770000064	0.00	201912	0.00	0.00	0.00 HK09	49.30-	49.30-RF
2019 RF200817	1055770000064	49.30-	201912	0.00	0.00	0.00 HK09	49.30	0.00 RF
2019 RF200817	1057810000011	0.00	201912	0.00	0.00	0.00 HK09	213.98-	213.98-RF
2019 RF200817	1057810000011	213.98-	201912	0.00	0.00	0.00 HK09	213.98	0.00 RF
2019 RF200817	1057840000029	183.78-	201912	0.00	0.00	0.00 HK09	183.78	0.00 RF
2019 RF200817	1057840000029	0.00	201912	0.00	0.00	0.00 HK09	183.78-	183.78-RF
2019 RF200817	1057850000015	0.00	201912	0.00	0.00	0.00 HK09	130.36-	130.36-RF
2019 RF200817	1057850000015	130.36-	201912	0.00	0.00	0.00 HK09	130.36	0.00 RF
2019 RF200817	1057970000014	0.00	201912	0.00	0.00	0.00 HK09	197.43-	197.43-RF
2019 RF200817	1057970000014	197.43-	202001	0.00	0.00	0.00 HK11	130.36-	130.36-RF
2019 RF200824	1097970000014	0.00	202001	0.00	0.00	0.00 HK11	130.36	0.00 RF
2019 RF200817	1097990000016	0.00	201912	0.00	0.00	0.00 HK09	183.15-	183.15-RF
2019 RF200817	1097990000016	183.15-	201912	0.00	0.00	0.00 HK09	183.15	0.00 RF
2019 RF200817	1204000010025	0.00	201911	0.00	0.00	0.00 HK09	53.81	0.00 RF
2019 RF200817	1204000010025	53.81	201911	0.00	0.00	0.00 HK09	53.81-	53.81-RF
2019 RF200817	1209130010030	0.00	202002	0.00	0.00	0.00 HK09	636.35	0.00 RF
2019 RF200817	1209130010030	594.72-	202002	0.00	41.63-	0.00 HK09	636.35-	636.35-RF
2019 RF200824	1224690010005	0.00	202001	0.00	0.00	0.00 HK11	1,374.78-	1,374.78-RF
2019 RF200824	1224690010005	1,374.78-	202001	0.00	0.00	0.00 HK11	1,374.78	0.00 RF
2019 RF200817	1224690010005	0.00	201912	0.00	0.00	0.00 HK09	270.47-	270.47-RF
2019 RF200817	1224690010005	270.47-	201912	0.00	0.00	0.00 HK09	270.47	0.00 RF
2019 RF200824	1294700030011	0.00	202001	0.00	0.00	0.00 HK11	152.39	0.00 RF
2019 RF200824	1294700030011	152.39-	202001	0.00	0.00	0.00 HK11	152.39-	152.39-RF
2019 RF200817	1294700030012	0.00	202007	0.00	0.00	0.00 CERT	0.00	0.00 RF
2019 RF200817	1294700030012	2,303.35-	202007	0.00	414.60-	543.59-CERT	0.00	276.85-TR
2019 RF200807	351094	2,303.35-	202006	0.00	36.11-	0.00 CERT	0.00	551.37-TR
2019 RF2008120T	437662	240.74-	202001	0.00	9.65-	0.00 HK12	25.47	0.00 RF
2019 RF200818	703419	541.72-	202002	0.00	0.00	0.00 HK12	25.47-	25.47-RF
2019 RF200818	H0214595	25.47-	202002	0.00	0.00	0.00 HK09	132.89-	132.89-RF
2019 RF200817	H0214595	0.00	202005	0.00	0.00	0.00 HK09	132.89	0.00 RF
2019 RF200817	H410110000181	0.00	202005	0.00	0.00	0.00 HK09	6.72-	6.72-RF
2019 RF200817	H410110000181	132.89-	201911	0.00	0.00	0.00 HK09	6.72	0.00 RF
2019 RF200817	H410110000182	0.00	201911	0.00	0.00	0.00 HK09	6.72-	6.72-RF
2019 RF200817	H410110000182	6.72-	201911	0.00	0.00	0.00 HK09	6.72	0.00 RF

09/02/2020 10:06:42
TC298-M SELECTION: DEPOSIT

3572511

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2020 THRU 08/31/2020
JURISDICTION: 337 FRIENDMD CITY

PAGE: 21
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019 RF200817	H410110000264	201911	8.86-	0.00	0.00	0.00 HK09	8.86	0.00 RF
2019 RF200817	H410110000264	201911	0.00	0.00	0.00	0.00 HK09	8.86-	8.86-RF
2019 RF200817	H410110000313	201911	4.93-	0.00	0.00	0.00 HK09	4.93	0.00 RF
2019 RF200817	H410110000313	201911	0.00	0.00	0.00	0.00 HK09	4.93-	4.93-RF
2019 TOTAL			9,128.31-	0.00	501.99-	543.59-	0.00	10,173.89-
TOTAL REVERSALS			11,866.26-	0.00	573.27-	607.00-	0.00	13,046.53-

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
	2004 TOTAL		10.02	0.00	19.84	5.97	0.00	35.83
	2005 TOTAL		6.95	0.00	12.93	3.98	0.00	23.86
	2006 TOTAL		8.96	0.00	13.44	4.48	0.00	26.88
	2008 TOTAL		0.01	0.00	0.00	0.00	0.00	0.01
	2009 TOTAL		71.14	0.00	70.69	19.48	0.00	161.31
	2010 TOTAL		2.09	0.00	1.03	0.00	0.00	3.12
	2012 TOTAL		0.60	0.00	0.00	0.00	0.00	0.60
	2013 TOTAL		0.59	0.00	0.00	0.00	0.00	0.59
	2014 TOTAL		0.59	0.00	0.00	0.00	0.00	0.59
	2015 TOTAL		41.48	0.00	27.41	13.67	0.00	82.56
	2016 TOTAL		879.99	0.00	175.79	0.00	0.00	1,055.78
	2017 TOTAL		1,141.78	0.00	268.04	91.16	0.00	1,500.98
	2018 TOTAL		3,344.40	0.00	707.71	471.51	0.00	4,523.62
	2019 TOTAL		55,534.73	0.00	5,667.36	5,899.83	0.00	67,101.92
	TOTAL PAYMENTS		61,043.33	0.00	6,964.24	6,510.08	0.00	74,517.65
	2017 TOTAL		428.59-	0.00	0.00	0.00	0.00	428.59-
	2018 TOTAL		2,309.36-	0.00	71.28-	63.41-	0.00	2,444.05-
	2019 TOTAL		9,128.31-	0.00	501.99-	543.59-	0.00	10,173.89-
	TOTAL REVERSALS		11,866.26-	0.00	573.27-	607.00-	0.00	13,046.53-
	TOTAL FOR UNIT		49,177.07	0.00	6,390.97	5,903.08	0.00	61,471.12

FISCAL START: 08/01/2020 END: 07/31/2021 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,494,315,010	1,988,314-	3,492,326,696	00.521439	210,225.51	16,874

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	221,138.15	10,912.64-	10,912.64-	46,406.42	46,406.42	163,819.09	22.07	0.00
2018	46,656.63	2,063.58-	2,063.58-	1,035.04	1,035.04	43,558.01	2.32	0.00
2017	21,992.69	428.59-	428.59-	713.19	713.19	20,850.91	3.31	0.00
2016	17,330.46	.00	0.00	879.99	879.99	16,450.47	5.08	0.00
2015	14,009.79	.00	0.00	41.48	41.48	13,968.31	.30	0.00
2014	14,747.87	.00	0.00	0.59	0.59	14,747.28	.00	0.00
2013	11,225.18	.00	0.00	0.59	0.59	11,224.59	.01	0.00
2012	10,965.91	.00	0.00	0.60	0.60	10,965.31	.01	0.00
2011	10,272.17	.00	0.00	0.00	0.00	10,272.17	.00	0.00
2010	9,505.56	.00	0.00	2.09	2.09	9,503.47	.02	0.00
2009	6,883.00	.00	0.00	71.14	71.14	6,811.86	1.03	0.00
2008	5,727.32	.00	0.00	0.01	0.01	5,727.31	.00	0.00
2007	1,978.69	.00	0.00	0.00	0.00	1,978.69	.32	0.00
2006	2,787.78	.00	0.00	8.96	8.96	2,778.82	.49	0.00
2005	1,428.40	.00	0.00	6.95	6.95	1,421.45	1.54	0.00
2004	650.49	.00	0.00	10.02	10.02	640.47	.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	.00	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85	.00	0.00
2001	941.66	.00	0.00	0.00	0.00	941.66	.00	0.00
2000	996.69	.00	0.00	0.00	0.00	996.69	.00	0.00
1999	0.00	.00	0.00	0.00	0.00	0.00	.00	0.00
****	400,810.41	13,404.81-	13,404.81-	49,177.07	49,177.07	338,228.53		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDMD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2020
LAND VALUE	4,537,437,822	3,891,505,950	39,519	50,000-	10,481-	3,891,495,469
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	137,270	1,054,485-	917,215-	645,014,657
APPRAISED VALUE	4,537,437,822	4,537,437,822	176,789	1,104,485-	927,696-	4,536,510,126
EXEMPTIONS	1,018,439,121	1,018,439,121	35,000	1,025,618	1,060,618	1,019,499,739
TAXABLE VALUE	3,494,315,010	3,494,315,010	141,789	2,130,103-	1,988,314-	3,492,326,696
LEVY	221,138.15	221,138.15	739.34	11,651.98-	10,912.64-	210,225.51
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	1	12	12	10,012
OVER 65	2,975	2,975	0	7	7	2,982
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2020
LAND VALUE	4,207,374,518	3,589,474,109	0	0	0	3,589,474,109
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	63,812-	63,812-	617,836,597
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	63,812-	63,812-	4,207,310,706
EXEMPTIONS	891,117,422	891,117,422	0	323,791	323,791	891,441,213
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	387,603-	387,603-	3,292,026,583
LEVY	46,656.63	46,656.63	.00	2,063.58-	2,063.58-	44,593.05
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	7	7	10,008
OVER 65	2,897	2,897	0	3	3	2,900
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2020
LAND VALUE	4,271,816,787	3,655,904,976	0	0	0	3,655,904,976
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	0	0	0	615,911,811
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
EXEMPTIONS	988,826,434	988,826,434	0	81,273	81,273	988,907,707
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	81,273-	81,273-	3,263,919,325
LEVY	21,992.69	21,992.69	.00	428.59-	428.59-	21,564.10
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	1	1	10,006
OVER 65	2,854	2,854	0	2	2	2,856
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

Summary of Jurisdiction Remittances Processed

Report run on: September 4, 2020 4:15 PM

For Remitted Deposit Dates 08/01/2020 thru 08/31/2020 as of 09/04/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 59948	Print Date:08/06/2020						
	Delq	15,891.43	3,278.81	0.00	0.00	0.00	19,170.24
	Last Deposit Date	08/05/2020	\$15,891.43	\$3,278.81	\$0.00	\$0.00	\$19,170.24
ACH 59989	Print Date:08/07/2020						
	Delq	13,370.33	2,758.21	0.00	0.00	0.00	16,128.54
	Last Deposit Date	08/06/2020	\$13,370.33	\$2,758.21	\$0.00	\$0.00	\$16,128.54
ACH 60028	Print Date:08/10/2020						
	Delq	3,903.70	806.47	0.00	0.00	0.00	4,710.17
	Last Deposit Date	08/07/2020	\$3,903.70	\$806.47	\$0.00	\$0.00	\$4,710.17
ACH 60066	Print Date:08/11/2020						
	Delq	362.79	74.96	0.00	0.00	0.00	437.75
	Last Deposit Date	08/10/2020	\$362.79	\$74.96	\$0.00	\$0.00	\$437.75
ACH 60102	Print Date:08/12/2020						
	Delq	803.59	166.00	0.00	0.00	0.00	969.59
	Last Deposit Date	08/11/2020	\$803.59	\$166.00	\$0.00	\$0.00	\$969.59
ACH 60134	Print Date:08/13/2020						
	Delq	2,137.22	437.78	0.00	0.00	0.00	2,575.00
	Last Deposit Date	08/12/2020	\$2,137.22	\$437.78	\$0.00	\$0.00	\$2,575.00
ACH 60203	Print Date:08/18/2020						
	Delq	1,463.24	285.18	0.00	0.00	0.00	1,748.42
	Last Deposit Date	08/14/2020	\$1,463.24	\$285.18	\$0.00	\$0.00	\$1,748.42
ACH 60267	Print Date:08/19/2020						
	Delq	2.61	0.38	0.00	0.00	0.00	2.99
	Last Deposit Date	08/18/2020	\$2.61	\$0.38	\$0.00	\$0.00	\$2.99
ACH 60332	Print Date:08/21/2020						
	Delq	3,033.60	637.76	0.00	0.00	0.00	3,671.36
	Last Deposit Date	08/20/2020	\$3,033.60	\$637.76	\$0.00	\$0.00	\$3,671.36
ACH 60468	Print Date:08/31/2020						
	Delq	1,003.35	209.35	0.00	0.00	0.00	1,212.70
	Last Deposit Date	08/28/2020	\$1,003.35	\$209.35	\$0.00	\$0.00	\$1,212.70
ACH 60501	Print Date:09/02/2020						
	Delq	4,090.09	851.19	0.00	0.00	0.00	4,941.28
	Last Deposit Date	08/31/2020	\$4,090.09	\$851.19	\$0.00	\$0.00	\$4,941.28
Total:		\$46,061.95	\$9,506.09	\$0.00	\$0.00	\$0.00	\$55,568.04

ACTGL_TU_REMIT_SP

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 5, 2020

Date submitted: 9/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the August 31 and September 14, 2020, Council Meetings

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of August 31 and September 14, 2020, are submitted for Council's review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter..

RECOMMENDATIONS

The City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

1. 08-31-20 Minutes
2. 09-14-20 Minutes

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
AUGUST 31, 2020

6:30 PM – SPECIAL MEETING

MINUTES OF A SPECIAL MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, AUGUST 31, 2020, AT 06:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
COUNCILMEMBER TRISH HANKS
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER SALLY BRANSON
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

COUNCILMEMBER JOHN SCOTT WAS ABSENT FROM THE MEETING.

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation

The invocation was given by City Manager Morad Kabiri.

3. Pledge of Allegiance – United States and Texas

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Mayor Foreman led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Mayor Foreman asked if anyone would like to speak. No one spoke.

5. WORK SESSION

A. Capital Improvement Projects Update

Mayor Foreman opened the discussion regarding an update on the Capital Improvement Projects. Director of Engineering/City Engineer Jildardo Arias presented a PowerPoint presentation regarding progress made on Capital Improvement Projects since May 2020. Mr. Arias reported on the 2019-2020 street maintenance program, 50% completed, \$4M in improvements in 2020 made possible by the 3/8 cents sales tax, listed concrete and asphalt streets addressed so far as well as upcoming concrete and asphalt streets, provided updates on Friendswood Lakes Boulevard, Lift Station No. 23 at FM 518 and Oak Drive, Fire Station 2 reconstruction and training upgrades, Public Safety building expansion, San Joaquin Parkway bridge repair, current Harris County project of intersection upgrades at Beamer Road and FM 2351, and current Texas Department of Transportation (TxDOT) projects of FM 518 mill and overlay, and FM 518 curb ramp, sidewalk, and traffic signal upgrades.

Discussion took place between Mayor, Council and Staff regarding Friendswood Lakes Boulevard, who is paying what, Galveston County included a portion in their 2017 bond with additional money offered if city contributed, three developers offered money along with right-of-way dedication, completion is 270 days but hoping will not take that long, and discussions with League City. San Joaquin Parkway bridge repair will take approximately two weeks, work has already begun, and sales tax dollars are being used as well as budgeted funds. Several LED lights are burned out on Sunset, will be reported to Public Works who will repair.

6. Public Hearing

To receive comments from the public, both oral and written, regarding:

A. Proposed Fiscal Year 2020-2021 General Operating Budget for the City of Friendswood

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding the proposed Fiscal Year 2020-2021 General Operating Budget for the City of Friendswood.

Mayor introduced Administrative Services Director Katina Hampton who stated this is a City Charter required public hearing on the proposed budget, allows the public to offer comments for or against, a few revisions were necessary after delivery of budget to Council on July 31, franchise tax revenues will be less due to Senate Bill 1152, \$224,000 reduction in those revenues, changing property tax collection rate projection to 100% to keep budget balanced, listed additional General Fund revenues and expenditures that were revised as well as in the Tax Debt Service Fund, total revenues for all funds decreased from \$96.4M to \$96.3M, total expenditures decreased from \$95.8M to \$95.7M. The General Fund revenues reflect \$30.2M, General Fund expenditures will now be \$30.7M, proposed tax rate will remain at \$0.497314, tax levy of \$19.5M and will cover operations and maintenance and tax debt service obligation, no changes to Water & Sewer Fund revenues so will remain at \$16.3M, Water &

Sewer Fund expenditures will remain at \$16.1M, no changes to General Fund – Forces at Work and Decision Packages, Water & Sewer Fund - Forces at Work and Decision Packages, General Fund Unfunded Forces at Work and Decision Packages, Water & Sewer Fund Unfunded Forces at Work and Decision Packages, went over next steps with public hearing tonight, holding proposed tax rate public hearing and ordinances for budget and tax rate adoption at the September 14, 2020, Council meeting.

Mayor Foreman asked if anyone would like to speak in favor of or in opposition to the proposed Fiscal Year 2020-2021 General Operating Budget for the City of Friendswood. No one spoke.

Hearing no comments from the public, Mayor Foreman closed the Public Hearing.

7. Consent Agenda

A. Authorizing the acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project into the contractor's one-year maintenance period

****Councilmember Rockey moved to approve the Consent Agenda as presented: A. Authorizing the acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project into the contractor's one-year maintenance period. The motion was seconded and approved 6-0.**

8. Adjournment

The meeting was adjourned at 07:04 PM.

Attest:

Mayor Mike Foreman

Melinda Welsh, TRMC
City Secretary

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
SEPTEMBER 14, 2020

6 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, SEPTEMBER 14, 2020, AT 06:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR PRO-TEM TRISH HANKS
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER SALLY BRANSON
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation

City Secretary Melinda Welsh gave the invocation.

3. Pledge of Allegiance – United States and Texas

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Mayor Foreman led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Lee Coggins, Friendswood resident, addressed Council and stated he is here to give full support to the grant on the agenda tonight, helps Autumn Creek, Friendswood Cove and Friendswood Oaks subdivisions, detention basins will be combined and expanded, terracing is a good mitigation plan, detention ponds help that out, shout out to Jil Arias and Samantha Haritos in the city's Engineering Department, listened to his ideas and thoughts, based all decisions on good, sound engineering judgement, fully supports grant, will take multiple projects along Clear Creek to mitigate to not experience another Harvey or other type of rain event or flood, and read from a mitigation study Dr. Bedient did for the city, additional considerations, and supports Blackhawk Detention Basin Project #2 for the previously mentioned neighborhoods.

5. WORK SESSION

A. Drainage Update

Samantha Haritos, Deputy Director of Engineering, stated she is here to give the drainage update but first wished to thank Project Manager Hailee Medwedeff who was instrumental in getting this grant together, Fire Station and Public Works expansion, and thanked Hailee for all of her hard work. Ms. Haritos gave the update from a PowerPoint presentation and began with a brief overview of Imperial Estates, construction at 55% of (600 ac-ft), 84,000 truckloads, city has contributed \$5.5 Million and Galveston County Consolidated Drainage District (GCCDD) has put in \$5.1 Million as of this date, had lower Clear Creek Study meetings with Freese and Nichols who is doing the study, a July 24 stakeholder meeting, next public meeting on November 4 tentatively, data on study may be found at <https://www.leaguecitytx.gov/LCCDB>, completed Hydrologic Technical Memo June 2020, Hydraulic Model Calibration September/October and study completion should be February 2021, displayed a map from the team doing the lower Clear Creek Study, there are 13 alternatives within our area, more than any other area, is a regional study and Friendswood is being considered, if can help divert some of the flow or relieve flooding in this area that is going to help translate all the way down, potential to turn into a federal study which would be a good thing for the city, showed a slide of cost factors weighed of land acquisition, community impact/aesthetics, Operations and Maintenance (O&M)/resiliency, other agency coordination and speed of implementation, reported on summary of Hurricane Harvey Community Development Block Grants (CDBG – DR), awarded CDBG-DR Grants are Forest Bend detention (Harris County) of \$3,451,022 with a local contribution of \$25,000 plus overages in the engineering status, Acquisition Grant (\$2,691,517) which includes Frenchman's Creek and Deepwood with local contribution of \$0 plus overages and is in Grant Administration Request for Proposal (RFP) status, Infrastructure (\$2,762,650) of piperack relocation and Deepwood terracing with \$0 plus overages with a grant awarded status, discussed Forest Bend offline detention, RPS Group selected as engineering contractor on August 3, 2020, total CDBG-DR Grant is \$3,451,022 with city contribution of \$25,000, engineering costs of \$435,048, engineering timeline of September to May of 2021, showed map of work being proposed at Forest Bend, Frenchman's Creek, Deepwood, and a Clear Creek utility relocation with Request for Qualifications (RFQ) for engineering and environment going out this week with an award in November. Round 1 Hurricane Harvey Community Development Block Grants (CDBG – MIT) and Harvey Round 1 CDBG-MIT Grants due on October 28, 2020, Mitigation Action Plan approved March 31, 2020, applying for one grant application with minimum funding of \$3 Million and maximum funding of \$100 Million, with maximum possible score being 105 points and a minimum qualifying score of 65 points, Low to Moderate Income (LMI) counts for 20 points, with an LMI $\geq$ 51%, went over scoring factors and accomplishments, and an online application system is located at <https://recovery.texas.gov>. Ms. Haritos showed a map and reported on Clear Creek inline and offline detention at Bay Area Blvd. Phase I, project benefits are reducing risk of severe riverine flooding and hurricane and tropical storm impacts, add nature park with native vegetation to help with flooding and less mowing, add trails and

parking lot, beneficiaries (Housing and Urban Development (HUD) Methodology) with 4,130 total with 2,335 LMI, other beneficiaries not on application such as Blackhawk Wastewater Treatment Plant service area, project benefits Low-to-Moderate Income (LMI) households in target Census Block Groups benefiting from project, total beneficiaries in tract - Census Tract 3508.01 Block Group 1 and Census Tract 3508.02 Block Group 2, showed area of groups on a map, according to Census data, total beneficiaries in tracts is 4,130 and total LMI beneficiaries are 2,335 with LMI of 56.5%, showed map of additional persons who benefit from Clear Creek inline and offline detention, total CDBG-MIT Grant award is \$78,147,895, local match is 1% for a total of \$789,373, with construction costs of \$67,699,200, engineering (10%) \$6,769,920, project delivery (6%) \$4,468,147 with net cost of \$78,937,267.

Discussion took place between Mayor, Council and Staff regarding what is being done with the city-owned land on Deepwood in the area where the old Public Works and Animal Shelter were located, will be part of a larger flood mitigation project once funding is found, will ultimately be a pond, cell tower will need to stay unless can find a suitable relocation for it, of four projects only paying \$25,000 of \$9 Million worth of work, these projects were done by Fire Marshal's office and City Manager's office, if do not own property then putting that all together so city can qualify, is a complicated issue, has to be coordinated, if it qualifies for CDBG, is a great benefit using bond dollars for tax dollars, timeline in grant award, and response times vary to a year or two or less.

Ms. Haritos reported that engineering would soon be posting an online request for comments for a 14-day period, send comments to engineering@friendswood.com and will respond to all comments.

Further discussion was held regarding any change on the Army Corp of Engineers project on Clear Creek above Friendswood in Harris County, Engineering Department met with Harris County Flood Control District, working on 70% design, will be ready in the Fall, may be an opportunity for city to partner but will not know until is reviewed, struggling to find detention for this project, a history and update on potential benefit to Friendswood was given, discussed Lower Clear Creek Watershed Study, Dixie Farm Road, federal study, will be sticky, authorized by two different agendas, will be difficult to tie it together, may have to get in the middle to make sure that happens, and city would tie it together to make sure there is a net benefit to Friendswood.

With concurrence of Council, Mayor Foreman moved to Agenda Item 14.

6. Public Hearing

To receive comments from the public, both oral and written, regarding:

- A. A zone classification change request for a 6.3951 acre tract of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, located at 801 W. Parkwood Ave., Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres).

Mayor Foreman called a Public Hearing to order to receive comments from the public both oral and written, regarding a zone classification change request for a 6.3951 acre tract of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, located at 801 W. Parkwood Ave., Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres).

Community Development Director/City Planner Aubrey Harbin presented a PowerPoint presentation regarding the proposed zone change of Manison property of 6.3951 acres, currently has one 6,156 square foot home on the property that was built in 1970, fronts FM 528/W. Parkwood Avenue between another commercial development and Chigger Creek, nearby is Neighborhood Commercial (NC) and Hunters Creek Subdivision was a Planned Unit Development for residential, current zoning for this property is Single Family Residential (SFR), proposed zoning is for two different zoning districts with 4.3025 acres to Community Shopping Center (CSC) at the front and 2.0926 acres to Office Park District (OPD) towards the rear of the property to serve as somewhat of a buffer to nearby residential areas.

Mayor asked the size of the buffer and someone in the audience stated it is 150 ft.

Ms. Harbin reviewed permitted uses for CSC and OPD, screening requirements for commercial uses adjacent to residential uses are 8 ft opaque fence, 15 ft landscape buffer and 8 ft tree planted every 25 ft within the landscape buffer, public hearing notices were distributed per requirements, newspaper notice was published, 24 property owners within 200 ft of the boundary of the property were mailed out, sign was posted on the property, showed flood zone map, on-site detention required, engineered drainage plan required, 2 ft over natural grade or 18 in over back of curb, whichever is greater, on-site mitigation/one-for-one for any fill brought in, developer intends to stay away from the creek to avoid any development in the floodway, Planning and Zoning Commission recommended 4-1 to approve with two commissioners absent, some reasons given were that property was fronting FM 528, adjacent to existing commercial zoning, seemed better suited for commercial than residential, appreciated added buffer, one had concerns with increased traffic with additional commercial development, and applicant is here.

Councilmember Rockey asked if there would be an opaque fence and border on the side that faces the creek and properties on Layfair Place as well. Ms. Harbin said no, if it is a minimum 30 ft natural buffer then would not require a buffer on that side. City Manager Morad Kabiri stated that based on current regulations, would be no visual barrier.

Councilmember Erenwert asked who is the developer and Ms. Harbin said applicant is Virgata Development. He asked if the developer has a site plan of tenants they want to possibly put in and Ms. Harbin said no, is a straight rezoning request at this time. Councilmember Erenwert stated he is concerned with traffic, took him more than three minutes to take a left turn out of 528 Asian Bistro during evening rush hour, drivers may cut through parking lot from HEB, no speed bumps, will increase traffic if those two parking lots connect, developer also developed property at Leisure Lane, a lot of changes on that, added cut-through, traffic issues there, need to see a site plan before going further, and would like to motion to table when ordinance comes up.

Mayor asked if anyone would like to speak in favor of the rezoning request.

David Boone stated he and Jim Peterson are developers of this tract, will have 162 ft buffer in the back, will plat the OPD section as detention reserve only, will be a dry detention pond with green space and grass, is 6.2 acres but developable land is only a little over three acres, leaving 100 ft along the creek, will leave trees so will be a buffer to neighborhood on other side of the creek, and then whatever fence requirements would be required along the residential, plus the green space would be the buffer for residential.

Mayor Foreman asked if detention was needed or could they leave trees in OPD so could have a tree buffer. Mr. Boone answered are required to have large detention pond, will maximize to alleviate

potential flooding or drainage.

Councilmember Hanks asked if OPD portion would be a detention pond. Mr. Boone answered would leave SFR if could still put a detention pond there but understands since it is facilitating the commercial drainage then it needs to be commercial zoning.

Councilmember Branson asked Mr. Boone if they would be developing OPD portion anytime soon and he answered only for dirt work to create the grassy pond.

Mayor Foreman asked if anyone would like to speak in opposition of the request.

Chris Cooper, Friendswood resident, stated he lives on Hunters Trail, appreciates perspectives and questions, Council thought Chick-fil-A and Chipotle development was a great plan, found later was going to need more work, property is then flipped and can build anything on the site, do not put families in jeopardy, chose their homes and researched zoning in surrounding area before purchasing, commend work in residential development, bringing property values up, tragedies in commercial property are also in Friendswood, community is well represented, retail property is failing right now especially near this property, losing a lot of property in this area, if rent goes down questionable businesses will come in, if allow any developer who is not committed to the full project of development to take any piece of land in Friendswood are putting in question our future, rezoning this property has no financial or beautification value, compromises can be made, postpone decision, wait until economy is stable and improved, traffic accidents increased in other development, will increase at Sunset intersection if allowed, creating commercial space does not raise incomes for the City of Friendswood, occupancies are low, diminishes values in neighborhoods and diminishes the beauty of Friendswood.

Brad Ballard, Friendswood resident, stated he has been in Friendswood 38 years, concerns are loss of property value, traffic and safety in the area, lives in Hunters Creek, bought his house and backs up to HEB, has 10 ft fence in his backyard, when had 8 ft fence had shoplifters being chased in his backyard, across cul-de-sac from where this office park development would be, has traffic concerns, close to Sunset, running through the retail area near HEB, development near Chick-fil-A is very dangerous, do not need another intersection like this in this town, especially close to busiest intersection in town, says they will put detention pond in OPD, and then someone buys pond and put underground in to put retail on top, could put 5-story building in later, only 162 ft deep detention, flood plain and elevation issues, four homes that back up to this property will lose value overnight, bought knowing it was SFR, requests it be tabled until can get a better plan in place, buyer should have come to Hunters Creek residents with a site plan and come up with a 50 ft permanent buffer, put yourselves in their shoes and homes and look at what it will do to value and increased traffic, 15 ft is not enough, will put in cheapest trees they can for buffer and cause problems later as it did with HEB.

Gus Pasquini, Friendswood resident, stated he lives next to Chris Cooper in Hunters Creek, concerned with safety issue with traffic, daughter had accident near intersection, last ones to build in Hunters Creek, he flooded and was the only one on his street, was not in a flood zone so had no flood insurance, putting in a pool to increase value of his home, moved here from Chicago, concerned with safety issues with traffic, please table this item.

Minh Tran, Friendswood resident, stated he is new to Hunters Creek and moved from Clear Lake and then Pearland, too busy on west side of Pearland so bought dream home in Friendswood in April, is in real estate business and saw nearby zoning was SFR so thought there were no issues,

even if a pond is put in can still develop later, a retail development is going in next to Masa Sushi where they are building over the detention pond, loves small town feel of Friendswood, difficult to develop here, loves the safety here, has two small kids, lives in gated community and feels safe, did not realize how bad traffic was going to be when his family moved there, retail is most hurt industry right now, occupancy is low 80's in Friendswood, a lot of empty space around, does not understand why developer has to do OPD, would be disappointing if values drop a few months after buying his dream house.

Theresa Smith, Friendswood resident, stated she lives on Hunters Trail, has traffic behind her house between 2-4 AM, other side of house would be this development, spotlights will be in her backyard, has a pool and teenage daughter with friends that come over to swim, losing privacy on other side of her house to some sort of development, house was on market recently and buyer turned down because of commercial property behind her home, please take into consideration the value of their homes, safety of children and privacy of their backyards.

Vanessa Cordell, Friendswood resident, stated this development does not affect her directly, her home backs up directly to HEB and has 10 ft fence and trees, has to clear litter from her yard, putting another business in behind them will create more trash, bought their dream house, surrounded by nature with beautiful trees when first moved there, late night deliveries are loud, property value will drop, most paid \$750,000 for their houses, asinine to put commercial there, pays \$17,000 a year in taxes and this development will diminish home values, knows what she has experienced and does not want the same for her neighbors.

Ben Mills, Friendswood resident, stated he is on the board of his neighborhood homeowners association, is not directly affected by this development, concerned about safety, property values, health, traffic, there is plenty of commercial space in Friendswood, look for buffer zones when looking at a house, merchant builder model does not have a home town vested interest in the long-term viability of its neighbors, does not make a good neighbor, remain SFR, is not directly affected but represents all neighbors, and is not a great choice.

Ruth Ann Manison Prince, Friendswood resident, addressed Council and stated she is the property owner, cannot live there anymore, nobody wants to buy, meets criteria for development, some spent \$750,000 for their homes but her family cannot live there anymore, think about what is good for the city, is not a Chick-fil-A, and if people drove more carefully would not have the same traffic issues.

Chris Cooper, Friendswood resident, stated he thought the positive reinforcement was at the first part of this public hearing, if somebody wants to put their SFR home on the market they should do that, should be subject to same terms he would be when it comes to selling their home as SFR, if no one wants to buy it because value is depressed then so be it, hope Council makes a good decision.

Hearing no further comments from the public, Mayor Foreman closed the Public Hearing.

B. Proposed Tax Rate for Fiscal Year 2020-2021

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding the proposed tax rate for Fiscal Year 2020-2021.

City Manager Morad Kabiri stated the proposed tax rate is \$0.497314 and a reduction from current tax rate.

Mayor Foreman asked if anyone would like to speak in favor or in opposition to the proposed tax rate for Fiscal Year 2020-2021. No one spoke.

Hearing no comments from the public, Mayor Foreman closed the Public Hearing.

7. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Mayor Foreman asked if anyone would like to speak. No one spoke.

8. City Manager's Report

A. Government Treasurers' Organization of Texas Award

City Manager Morad Kabiri reported on the Certificate of Distinction awarded by Government Treasurer's Organization of Texas (GTOT) for the city's Investment Policy, recognition is for the two-year period ending August 31, 2022, GTOT formed in 1987 and is made up of Texas cities, counties, ISDs and other special districts, Friendswood's investment policies are governed by the Texas Public Funds Investment Act. The City Manager thanked Administrative Services Director Katina Hampton and her Staff along with the Investment Committee who plays a significant role in the policy.

B. Hurricane Harvey Update

The City Manager reported on Hazard Mitigation Grant Program buyouts, 24 properties included in the original application, three properties have closed, seven properties are under negotiations and were sent final offer letters, 14 properties have declined the offers altogether, demolition services have started on the properties acquired, but were delayed due to natural gas disconnects and asbestos, Senate Bill 7 - 75% of 25% Local Match, are still awaiting written confirmation from Texas Division of Emergency Management (TDEM). Mr. Kabiri reported on Texas Water Development Board – Flood Mitigation Assistance Grant, four properties included in the initial application, three properties closed/soon to be closed upon, one property declined offer, demolition services have started on the properties acquired, but were delayed due to natural gas disconnects and asbestos. Mr. Kabiri reported on CDBG-DR (Harris County), no significant update since last month, kick-off meeting with Harris County held for the Blackhawk Facility (Food Lion); and engineering firm selected from the RFQ process for Forest Bend Detention Project. He reported on CDBG-DR (Galveston County) – General Land Office (GLO) has approved and started contracting phase for kick-off meetings with the GLO have been held for the Acquisition Project (Frenchman's Creek & Deepwood) and the Infrastructure Project (Utility Line Burial & Deepwood Flood Mitigation), disconnect with GLO and perspective vendors for grant administration. Mr. Kabiri reported on Federal Emergency Management

Agency (FEMA) Disaster Assistance, FEMA has completed their review of the Deepwood/Shadwell damage costing/project efforts, State has approved the 428 Project and forwarded to FEMA for approval, and effort to acquire the Blackhawk Facility (Food Lion).

Councilmember Rockey asked if there is a time limit on seven properties being negotiated for Hazard Mitigation Grant Program buyouts and City Manager answered no, when properties are demolished can institute a time limit, voluntary application so can institute a 30-day time limit.

City Manager Morad Kabiri stated concerning drainage, some of Council may have received notification regarding a concern at Lake Friendswood and League City development adjacent to it, Staff has been in communication with counterparts in League City on a resolution and the item will be resolved, fence is starting to collapse on the property abutting League City's jurisdiction due to the amount of dirt brought in by developer behind and just south of Lake Friendswood, and working with League City to get it rectified.

C. Coronavirus Disease 2019 (COVID-19) Update

The City Manager reported that Staff continues to follow Continuity of Operations and Pandemic Plans, ensured the provision of vital services, city facilities set to reopen to the public starting October 5 with improvements to protect front line Staff, evaluating a partnership with Friendswood Independent School District for the use of Coronavirus Relief Fund (CRF) dollars, no businesses have been closed by the city due to COVID, no citations have been issued by the city relative to compliance with Governor Abbott's Executive Orders.

With concurrence of Council, Mayor Foreman moved to Agenda Item 9B.

9. Communications from Committees and Special Reports

A. Annual Report from Friendswood Downtown Economic Development Corporation President Pat McGinnis

Friendswood Downtown Economic Development Corporation (FDEDC) President Pat McGinnis presented the annual report, introduced FDEDC members present, and thanked Economic Development Coordinator Karen Capps for her hard work and keeping everything straight for the FDEDC members.

Mayor Foreman expressed his appreciation to Dr. McGinnis, was a great appointment in 2016 of each of the FDEDC members, appreciates their service, and reported the contract with HDR Engineering, Inc., was approved earlier in tonight's meeting.

With concurrence of Council, Mayor Foreman moved to Agenda Item 6A.

B. Annual Report from West Ranch Management District

City Manager Morad Kabiri stated West Ranch Management District was not in attendance to present the annual report. The annual report may be found in the agenda backup material.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11A.

10. Discussion and Possible Action

- A. Discussion and possible action regarding approving a license agreement with Jim Jamail for the installation of fencing and landscaping within the City's Right-of-Way on Sierra Madre Drive.

******Councilmember Griffon moved to approve a license agreement with Jim Jamail for the installation of fencing and landscaping within the City's Right-of-Way on Sierra Madre Drive.

The motion was seconded and approved unanimously.

- B. Discussion and possible action regarding the disposition of RFQ 2020-07 Public Safety Building Expansion.

******Councilmember Branson moved to approve the disposition of RFQ 2020-07 Public Safety Building Expansion and award to PGAL, Inc.

The motion was seconded and approved unanimously.

- C. Discussion and possible action regarding the disposition of RFQ 2020-08 Fire Station No. 2 Reconstruction.

******Councilmember Griffon moved to approve the disposition of RFQ 2020-08 Fire Station No. 2 Reconstruction and award to PGAL, Inc.

The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 10E.

- D. Discussion and possible action regarding amending the Appointment Policy for Boards, Committees, and Commissions.

******Councilmember Griffon moved to approve amending the Appointment Policy for Boards, Committees, and Commissions.

The motion was seconded and **failed** unanimously.

Mayor, Council and City Manager held a lengthy discussion, with comments by Community and Economic Development Committee (CEDC) Chair Skip Evans, regarding the merits of one of the proposed amendments to the Appointment Policy to change the CEDC from a standing committee to an ad hoc committee.

Mayor Foreman recessed the meeting at 6:57 PM, reconvened at 7:09 PM and moved to Agenda Item 9A.

- E. Discussion and possible action regarding approving the Friendswood Downtown Economic Development Corporation (FDEDC) contract with HDR Engineering, Inc., authorizing the expenditure of funds, and authorizing the FDEDC President to execute the contract.

******Councilmember Branson moved to approve the Friendswood Downtown Economic Development Corporation (FDEDC) contract with HDR Engineering, Inc., authorizing the expenditure of funds, and authorizing the FDEDC President to execute the contract.

The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 10D.

11. Resolution

Consideration and possible action regarding the following:

- A. Resolution R2020-21: A resolution of the City Council of the City of Friendswood, Texas, approving a Purchasing Cooperative interlocal agreement with Fort Bend County, Texas.

****Councilmember Scott moved to approve Resolution R2020-21 – A resolution of the City Council of the City of Friendswood, Texas, approving a Purchasing Cooperative interlocal agreement with Fort Bend County, Texas.**

The motion was seconded and approved unanimously.

12. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-30: Second and Final reading of an ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.

****Councilmember Griffon moved to approve the Second and Final reading of Ordinance No. 2020-30 – An ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.**
The motion was seconded and approved unanimously.

- B. Ordinance No. T2020-31: Second and Final reading of an ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.

****Councilmember Hanks moved to approve the Second and Final reading of Ordinance No. 2020-31 – An ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.**

The motion was seconded and approved unanimously.

- C. Ordinance No. T2020-33: First reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel located at 801 West Parkwood Avenue containing 6.3951 acres of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County map records and being all of a 2.009 acre homestead tract of land described in Galveston County Clerk’s File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

******Councilmember Branson moved to approve the First reading of Ordinance No. **T2020-33** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel located at 801 West Parkwood Avenue containing 6.3951 acres of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County map records and being all of a 2.009 acre homestead tract of land described in Galveston County Clerk’s File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability. Seconded by Councilmember Hanks.

*******Councilmember Erenwert moved to **table** the First reading of Ordinance No. **T2020-33** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel located at 801 West Parkwood Avenue containing 6.3951 acres of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County map records and being all of a 2.009 acre homestead tract of land described in Galveston County Clerk’s File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

The motion to table was seconded and **failed** 3-4 with Mayor Foreman, Councilmembers Rockey, Branson, and Hanks opposed.

********Mayor Foreman moved to **table** the First reading of Ordinance No. **T2020-33** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel located at 801 West Parkwood Avenue containing 6.3951 acres of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County map records and being all of a 2.009 acre homestead tract of land described in Galveston County Clerk’s File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and

providing for severability.

The motion **to table** was seconded and **approved** 5-2 with Councilmembers Rockey and Scott opposed.

Discussion was held between Mayor, Council and Staff, tabling allows applicant to come back next month, come up with a better plan and not wait 90 days, and Staff will meet with the applicant.

- D. Ordinance No. T2020-34: First reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by repealing Article VIII. Swimming Pools, Sections 14-356 through 14-357 and adopting Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools and Spas, Sections 14-356 and 14-357; by adopting the 2018 International Swimming Pool and Spa Code (ISPSC); providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

****Councilmember Hanks** moved to approve the First reading of Ordinance No. **T2020-34** – An ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by repealing Article VIII. Swimming Pools, Sections 14-356 through 14-357 and adopting Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools and Spas, Sections 14-356 and 14-357; by adopting the 2018 International Swimming Pool and Spa Code (ISPSC); providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

The motion was seconded and approved 5-2 with Councilmembers Griffon and Scott opposed.

- E. Ordinance No. T2020-35: First and Final reading of an ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2020-2021; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.
1.) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2020-2021 (Ordinance No. 2020-35), as required by Local Government Code Section 102.007 (c).

Mayor Foreman read the agenda item to approve the First and Final reading of Ordinance No. **2020-35** – An ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2020-2021; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.

****Mayor Foreman** moved that the proposed budget for fiscal year 2020-2021 be adopted as presented including revenue projections of \$96,317,615 and expenditure appropriations totaling \$95,690,520.

The motion was seconded and approved 6-1 with Councilmember Scott opposed.

- 1.) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2020-2021 (Ordinance No. 2020-35), as required by Local Government Code Section 102.007 (c).

****Mayor Foreman** moved to ratify the tax year 2020 property tax revenue of \$19,487,400 reflected in the Budget for Fiscal Year 2020 – 2021, as required by Local Government Code Section 102.007 (c).

The motion was seconded and approved 6-1 with Councilmember Scott opposed.

- F. Ordinance No. T2020-36: First and Final reading of an ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2020, and ending September 30, 2021; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

Mayor Foreman read the agenda item to approve the First and Final reading of Ordinance No. **2020-36** – An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2020, and ending September 30, 2021; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

******Mayor Foreman moved that the City of Friendswood's property tax rate be increased by the adoption of a tax rate of \$0.497314, which is effectively a 2.05% increase in tax rate. This tax rate is 4.63% less than the current tax rate. The proposed tax rate is composed of a maintenance and operations rate of \$0.402152 and a debt service rate of \$0.095161.

The motion was seconded and **failed** 4-3 with Griffon, Scott and Erenwert opposed. The motion failed due to lack of a required supermajority affirmative vote.

Mayor, Council and City Manager had a lengthy discussion regarding covering what is needed with city's rainy day fund, would have to amend city's Financial Policy to do so, are choosing not to use money to make up deficit, many citizens are not getting pay raises and getting laid off, asking them to pay more for city government, tax rate was higher in 2011 than now, have lowered tax rate, raised the penny this year because of the expensive 2019 Bond Election, saw dollars needed with drainage update tonight, are being fiscally sound, are lowering tax rate from last year, doing what citizens wanted to do with approved bond projects, compared proposed tax rate (.49 cents) from last year (over .52 cents), appraised value of homes over the last five years has fluctuated 6-8%, in 6 of the last 11 years have adopted Effective Tax Rate, only years did not were years voters approved debt issuances to offset growth in debt service, if home values continue to appreciate at 6-8% tax rate will continue to drop, all appraisals did not increase, are adopting tax rate on the budget that was just approved, supports budget but can raise revenue without having to apply the one penny extra tax, scrubbed budget further but did not touch City Secretary's office or others that were reduced already, reduced rate of growth in each of line items, gave examples, if applied 10% growth rate of money spent can raise \$452,000, do not want to touch reserve, need money for drainage projects, wants to slow growth of government, cut out cell phone allowances, most have unlimited data, employees are paid and paid well, slow rate of growth without cutting, is increasing every year, looked for revenue for library person that Councilmember Rockey recently advocated, do not need extra penny, can do Effective Tax Rate and can find in the budget, detail list provided was 2019 actuals and overages of budget were covered elsewhere and used in other departments, have cut Operations and Maintenance (O&M), left two vacancies in Police Department to make budget work, does start impacting operations and services, Staff does a wonderful job, need to save citizens that are hurting, can find the \$383,000 on this one-time basis, can find the money this year not to raise and raise next year, appraisals will go up next year, reduce growth, supports budget but would like to find the revenue elsewhere, lowered the tax rate by three pennies, spending one additional penny to cover debt that voters agreed to, thanks to Staff for an extremely good job and are being prudent.

City Manager Morad Kabiri said point of clarification on the vote, the tax rate did not pass sufficiently, with a 4-3 vote cannot adopt tax rate as proposed, so Staff will present a revised budget next month with cuts.

Mayor Foreman said was an excellent budget and tax rate and apologized to Administrative Services Director Katina Hampton, will sort it out.

- G. Ordinance No. T2020-37: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment X" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

****Councilmember Branson moved to approve the First and Final reading of Ordinance No. 2020-37 – An ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment X" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.**

The motion was seconded and approved unanimously.

13. Communications from the Mayor and Councilmembers

Mayor Foreman stated he is disappointed Council could not agree on the excellent tax rate.

No one else gave a report.

With concurrence of Council, Mayor Foreman moved to Agenda Item 15, Adjournment.

14. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving a contract with Galveston County Health District for Water Pollution Control and Abatement Services for 2020-2021 and authorize the Mayor to execute the agreement
- B. Approving a contract award for the city's emergency notification system and authorizing the City Manager to execute the contract
- C. Approving a Memorandum of Understanding (MOU) with the Autumn Creek Homeowners Association, Friendswood Cove Homeowners Association, and Friendswood Oaks Homeowners Association memorializing each party's support for a Community Development Block Grant – Mitigation application for the proposed Blackhawk Inline and Offline Detention Basins Flood Control Project
- D. Approve the purchase of a street sweeper for the Public Works Department
- E. Approve the purchase of a dump truck for the Public Works Department
- F. Approving the disposal of three decommissioned Police vehicles through Houston Auto Auction

G. Accepting the July 2020 Tax Report

H. Approving the minutes of the August 3, 2020, Council Meeting

**Councilmember Scott moved to approve the Consent Agenda as presented.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 10A.

15. Adjournment

The meeting was adjourned at 8:50 PM.

Attest:

Mayor Mike Foreman

Melinda Welsh, TRMC
City Secretary