

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
FEBRUARY 1, 2021



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:30 PM ON MONDAY, FEBRUARY 1, 2021, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

6:30 PM – REGULAR MEETING

1. Call to order
2. Invocation – Pastor Nicholas Lammé, Friendswood Church of Christ
3. Pledge of Allegiance – United States and Texas
(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
5. WORK SESSION
 - A. Update on the Public Safety Building Expansion and Fire Station No. 2 Reconstruction Projects
6. Public Hearing
To receive comments from the public, both oral and written, regarding:

- A. Proposed amendments to Appendix C Zoning Ordinance to require less dense residential uses in higher dense residential districts to still meet the district regulations of the less dense district by amending "Section 7. B. (R-2 and R-3) MFR-L, Residential, General Purpose and Description," "Section 7.C.(R-4) MFR-M, Residential, General Purpose and Description," and "Section 7.D.(R-5) MFR-H, Residential, General Purpose and Description;" and to amend "Section 7.P.6. Permitted Use Table" to allow less dense residential uses in higher dense residential districts by defining Residential Uses in the table.
- B. Proposed amendments to Appendix C, Zoning Ordinance Section 7.Q.2. "Residential Regulation Matrix" to amend sub note F to allow lots in existence that are zoned Single Family Residential and are less than 90 feet wide to continue with the setbacks that were established when the lot was platted or created.

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.)

8. City Manager's Report

- A. Keep Friendswood Beautiful Tree Giveaway Results
- B. Hurricane Harvey Update
- C. Coronavirus Disease 2019 (COVID-19) Update
- D. Annual Crime Report

9. Discussion and Possible Action

- A. Discussion and possible action regarding approval of an agreement with Christensen Building Group, LLC, regarding preconstruction services for the Fire Station No. 2 Reconstruction and Training Field Upgrades project and authorizing the Mayor to execute the contract

- B. Discussion and possible action regarding approval of an agreement with Core Construction regarding preconstruction services for the Public Safety Building Expansion project and authorizing the Mayor to execute the contract
- C. Discussion and possible action regarding an appointment to the following boards, committees, and commissions:

Community & Economic Development – Appoint Susan Asimakis to an unexpired term expiring July 2022 to replace Thomas Hinckley who resigned from CEDC when appointed to the Planning & Zoning Commission.

10. Resolutions

Consideration and possible action regarding the following:

- A. Resolution No. R2021-03: A resolution of the City of Friendswood, Texas, authorizing aerial spraying over Friendswood by the Galveston County Mosquito Control District for the County-Wide Mosquito Control Program.
- B. Resolution No. R2021-04: A resolution of the City Council of the City of Friendswood, Texas, designating the Mayor as the city's representative in seeking eligible grant funds under General Victim Assistance Direct Services Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of the Governor.
- C. Resolution No. R2021-05: A resolution of the City Council of the City of Friendswood, Texas assigning to the City Manager the authority to supervise the City Secretary.
- D. Resolution No. R2021-06: A resolution of the City Council of the City of Friendswood, Texas, designating the Mayor as the city's representative in seeking eligible grant funds under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.

11. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2021-01: Second and Final reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel located at 4321 Friendswood Link Road containing 3.2895 acres, also known as Reserve A5, Block 2, Forest Creek Subdivision, out of the Sarah McKissick Survey, Abstract No. 549, Harris County, Texas; amending the zone classification from Multi-Family Residential-Garden Home District (MFR-GHD) to Neighborhood Commercial (NC); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.
- B. Ordinance No. T2021-04: First reading of an ordinance amending Appendix C Zoning Ordinance "Section 7.P.6. Permitted Use Table" to allow less dense residential uses in higher dense residential districts by defining residential uses in the table and amending "Section 7.B. (R-2 and R-3) MFR-L, Residential, General Purpose and Description," "Section 7.C. (R-4) MFR-M, Residential, General Purpose and Description," and "Section 7.D. (R-5) MFR-H, Residential, General Purpose and Description" to require the less dense residential use located in higher dense residential districts to meet the district regulations of the less dense district; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
- C. Ordinance No. T2021-05: First reading of an ordinance amending Appendix C Zoning Ordinance "Section 7.Q.2. Residential Regulation Matrix" to amend sub note F to allow lots in existence that are zoned Single Family Residential (SFR) and are less than 90 feet wide to continue with the setbacks that were established when the lot was platted or created; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
- D. Ordinance No. T2021-06: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, calling for the holding of a General Election on May 01, 2021, for the purpose of electing a Mayor and two (2) Councilmembers (Position Numbers 1 and 3); and making other provisions related to the subject.
- E. Ordinance No. T2021-07: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2020-2021 by approving “Budget Amendment IV” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

12. Communications from the Mayor and Councilmembers

13. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing the acceptance of the City of Friendswood's Blackhawk Boulevard Reconstruction Phase II Package "A" project and initiate the contractor's one year maintenance bond
- B. Approve the ratification of the Mayor's signature on a contract with Galveston County for Election Services
- C. Excusing the absence of Councilmember Steve Rockey from the January 11, 2021, City Council Meeting
- D. Approving the disposal of two decommissioned Police Department vehicles through Houston Auto Auction
- E. Accepting the December 2020 Tax Report
- F. Approving the minutes of the December 7, 2020, City Council Meeting

14. CLOSED EXECUTIVE SESSION

- A. Communications from the public regarding Executive Session Topics.
- B. Council may convene into Executive Session in accordance with Texas Government Code, pursuant to Section 551.074: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee with possible discussion and action related thereto in open session. (Appointment of the City Secretary)

15. RECONVENE INTO OPEN SESSION

16. Consideration and possible action regarding the appointment of the City Secretary

17. 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: February 1, 2021

Date submitted: 12/11/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Update on the Public Safety Building Expansion and Fire Station No. 2 Reconstruction Projects

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Architectural and engineering services in relation to the Public Safety Building Expansion and the Fire Station #2 Reconstruction bond projects were begun in September 2020. City staff in the Fire Marshal Office, Police Department, Engineering Department, and members of the Friendswood Volunteer Fire Department have met with and worked in conjunction with the architect in the programming phase of the projects.

The City Council will be updated on the progress of both projects.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Preliminary floor plans and exterior elevations have been sent to the City for review. As these floor plans are preliminary, they are subject to revision as the architect develops plans that will fit the respective project budgets.

PGAL, the architect, will present final programming floor plans at a City Council meeting soon.

Final designs and budget figures will be refined in conjunction with Construction Managers-at-Risk (CMAR). CMARs for the projects are under consideration later in the meeting.

RECOMMENDATIONS

ATTACHMENTS

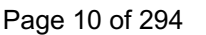
1. PGAL City of Friendswood FS2 Council Presentation 2020.21.21
2. PGAL City of Friendswood PSB Council Presentation 2020.21.21



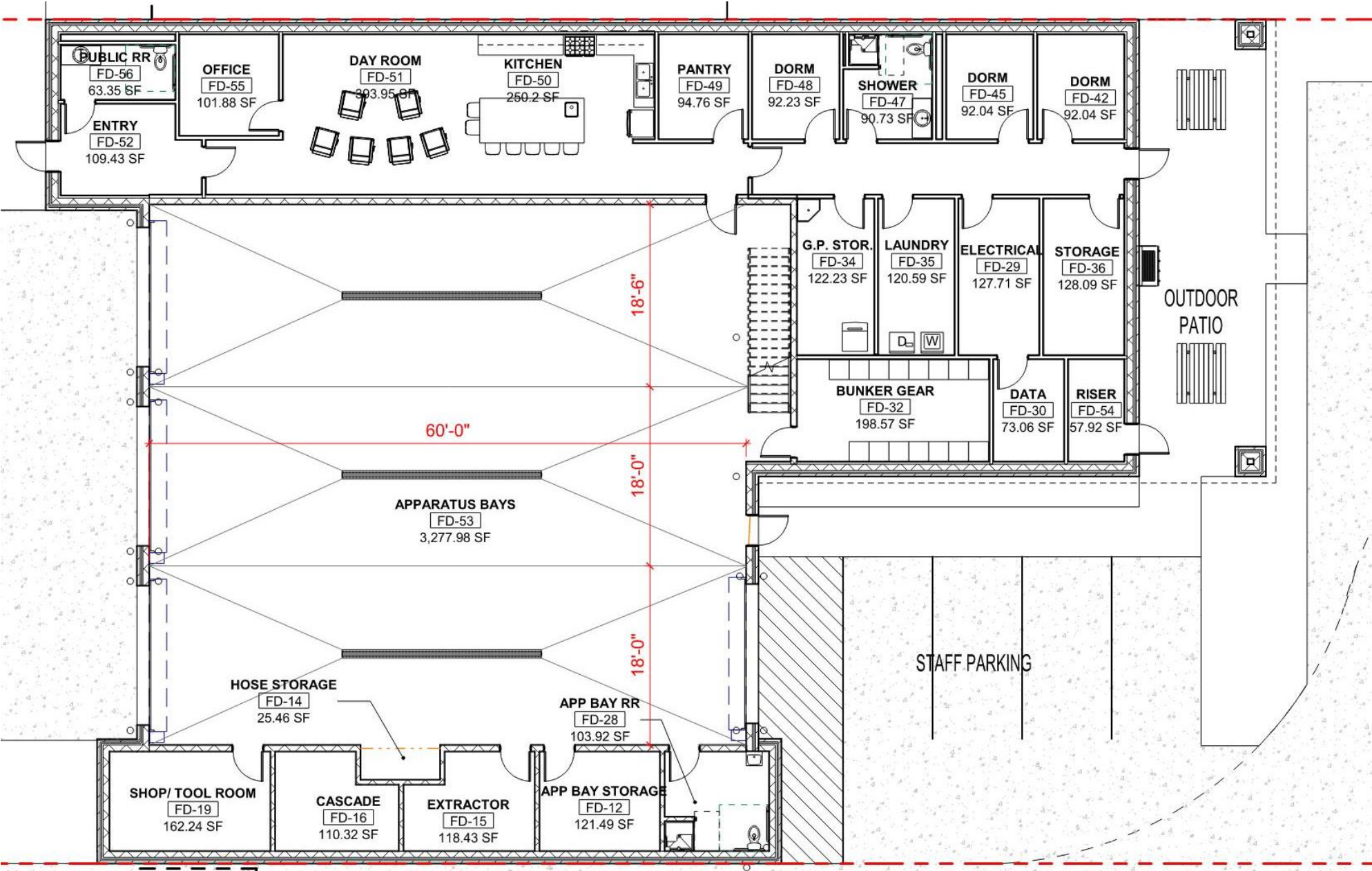
CITY OF FRIENDSWOOD FIRE STATION #2 NEW CONSTRUCTION

City Council Meeting – February 1, 2021

PGAL

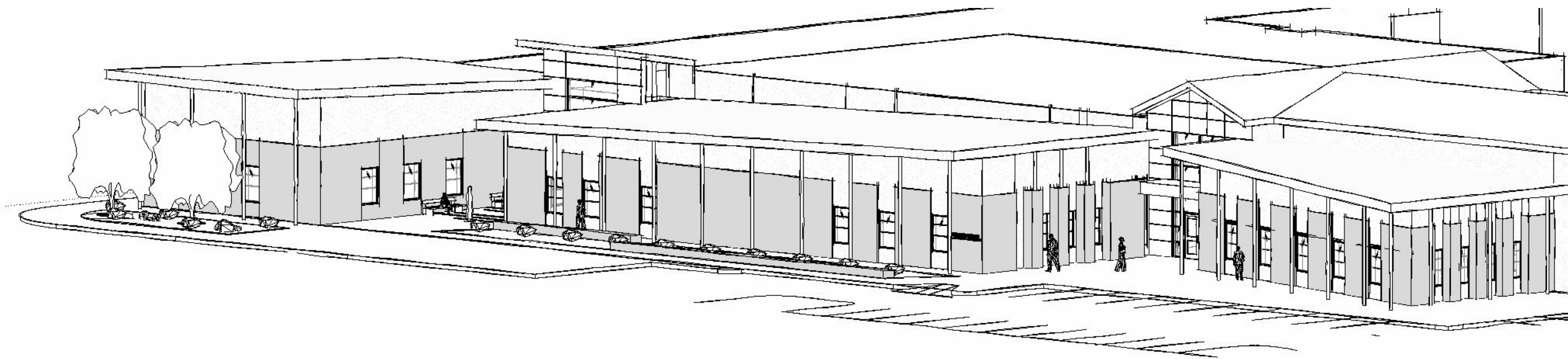


FLOOR PLAN - ENLARGED



EXTERIOR PERSPECTIVE



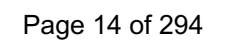


FRIENDSWOOD PUBLIC SAFETY BUILDING EXPANSION+ RENOVATION

City Council Meeting – February 1, 2021



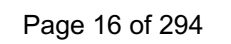
PGAL



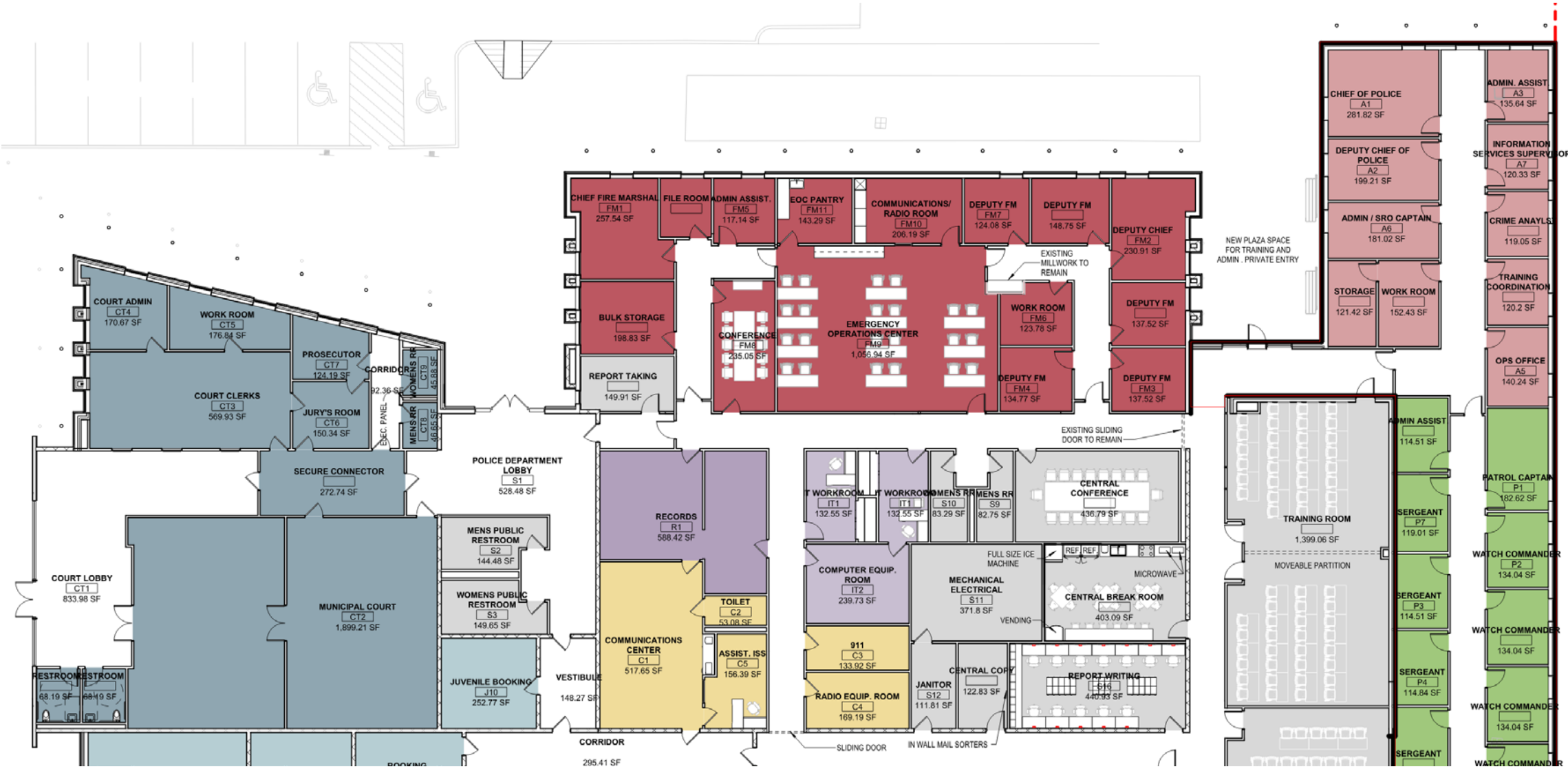
EXISTING FLOOR PLAN - ENLARGED



PGAL



EXPANSION-RENOVATION ENLARGED PLAN



EXPANSION-RENOVATION ENLARGED PLAN



EXISTING ENTRY PERSPECTIVE



EXPANSION PERSPECTIVE



EXPANSION PERSPECTIVE VIEW FROM FIRE STATION



HISTORY OF SFR ALLOWED IN MFR DISTRICTS

Ord 132 **4-13-1972**

Schedule of District Regulations: R-2 (Multiple-Family Residential) District

Permitted Uses. Any use permitted in the R-1 District.

Ord 291 **11-7-1977**

Schedule of District Regulations: R-2 (Multiple-Family Residential) District

Permitted Uses. Any use permitted in the R-1 District; provided, however, that for uses permitted in R-1 Districts, all the District Regulations for R-1 residential development shall apply, including lot area, width, and set-back requirements, and parking ratio.

Ord 84-15 **11-19-1984**

R-1 changed to SFR; R-2 changed to MFR-L; created PUT

	SFR	MFR-L	MFR-M	MFR-H	MHR	PUD	A-I	I / LI
Single-Family	P	S	S	S	S	S	P	S
Two-Family		P				S		
Multi-Family		P	P	P	P	S		

Ord 2014-05 **4-07-2014**

PUT removed residential uses.

Permitted use table.

	Residential Uses 2017 NAICS Industry Descriptions	SFR and SFR- E	MFR- GHD	MFR- L	MFR- M	MFR- H	MHR	CSC	NC	LNC	OPD	DD	A- 1	L1	I	BP
	<u>Single Family Residence</u>	<u>P</u>		<u>P</u>												
	<u>Multi-Family Residence - Garden Home</u>		<u>P</u>													
	<u>Multiple-Family Residence – Low Density</u>			<u>P</u>	<u>P</u>	<u>P</u>										
	<u>Multiple-Family Residence – Medium Density</u>				<u>P</u>	<u>P</u>										
	<u>Multiple-Family Residence – High Density</u>					<u>P</u>										
	<u>Mobile Home Residence</u>						<u>P</u>									

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	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR- GHD	MFR- L	MFR- M	MFR- H	MHR	CSC	NC	LNC	OPD	DD	A- 1	L1	I	BP
	Sexually oriented businesses (Ch. 62)															S
11	<i>Agriculture, Forestry, Fishing and Hunting</i>															
111	Crop production							O	O		O	O	P			
1114	Greenhouse, nursery and floriculture production										O	O	P	S	S	O
112	Animal production							O	O		O	O	P			
113	Forestry and logging										O	O	P	S	P	

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Section 7. - Schedule of district regulations.

- A. *SFR, residential, general purpose and description.* The SFR, Single-Family Residential Dwelling District, is restricted to single-family dwellings, up to 2.7 units per acre, and to related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly convenient, and attractive residential area. Single-family residential areas shall be protected from higher density residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.
1. Area and height regulations. Area and height regulations in an SFR district are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the SFR district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an SFR district are set forth in subsection P of this section, permitted use table.
- A.1. *SFR-E, residential, general purpose and description.* The SFR-E, Single-Family Residential Estate Dwelling District, is the most restrictive residential district. The principal use of land in this district is for low-density single-family dwellings, up to 0.5 units per acre, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. Low-density residential areas shall be protected from multiple-family residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.
1. Area and height regulations. Area and height regulations in an SFR-E district, are set forth in subsection Q.2 of this section, regulation matrix.
 2. See section 8 for supplementary district regulations.
 3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission with the SFR-E district under certain circumstances and conditions.
 4. Permitted uses. Uses permitted in an SFR-E district are the same as SFR, and are set forth in subsection P of this section, permitted use table.
- 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, provided, however, that for SFR uses permitted in MFR-L districts, all the district regulations for SFR development shall apply, including lot area, width and set-back requirements.
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.

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- C. *(R-4) MFR-M, residential, general purpose and description.* The MFR-M, Multiple-Family Residential Dwelling—Medium-Density District, is intended to provide for medium-density multiple-family dwellings which may have a relatively intense concentration of dwelling units, up to nine per acre, served by large open spaces consisting of common areas and recreation facilities, thereby resulting in medium gross densities. The principal use of land may be one or several dwelling types, including low-rise multiple-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 MFR-M, multiple-family residential district, functions as a buffer or transition between commercial or higher-density residential areas, and lower-density residential areas.

1. Multifamily residential area and height regulations. Area and height regulations in an MFR-M district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L uses permitted in MFR-M districts, all the district regulations for MFR-L development shall apply, including lot area, width and set-back requirements.
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-M district are set forth in subsection P of this section, permitted use table.

C.1. *MFR-GHD, garden home residential, general purpose and description.* The **GHD**, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

Commented [BB1]: I did not include changes to GHD as that district is undergoing separate discussions right now.

- (1) May have limited area suitable for residential development due to geographical limitations;
- (2) Have portions of the property subject to flooding; or
- (3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The interior living area of the first floor of any two-story residential structure in MFR-GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces and garages.

D. *(R-5) MFR-H, residential, general purpose and description.* The MFR-H, Multiple-Family Residential Dwelling—Highest-Density District, is a residential district intended to provide for the highest residential density ranging up to 12 dwelling units per acre. The principal use of land in the district is for a wide variety of dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums, and townhouses and, subject to a specific use permit, high-rise apartments. Recreational, religious, health and educational uses normally located to service residential areas are permitted in this district in order to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. The MFR-H district is usually located adjacent to the major street and serves as a buffer or transition between commercial development or heavy automobile traffic and medium-density residential development.

1. Area and height regulations. Area and height regulations in an MFR-H district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L and MFR-M uses permitted in MFR-H districts, all the district regulations for MFR-L and MFR-M development shall apply, including lot area, width and set-back requirements.
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-H district are set forth in subsection P of this section, permitted use table.

E. *(R-6) MHR, Mobile Home District, general purpose and description.* The MHR, Mobile Home District, is a residential district intended for mobile home development, up to ten units per acre. Recreational uses normally located in mobile home developments are permitted in this district.

1. Area and height regulations. Area and height regulations in an MHR, mobile home residential dwelling district, are set forth in section 7-Q.2, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the MHR district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an MHR district are set forth in subsection P of this section, permitted use table.
5. Other required conditions. The provisions of Ordinance No. 129 (Mobile Home Ordinance) of the city shall apply to the MHR district.

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner

Date: January 20, 2021

Re: Proposed amendments to Appendix C Zoning Ordinance to require less dense residential uses in higher dense residential districts to still meet the district regulations of the less dense district by amending "Section 7. B. (R-2 and R-3) MFR-L, residential, general purpose and description," "Section 7.C.(R-4) MFR-M, residential, general purpose and description," and "Section 7.D.(R-5) MFR-H, residential, general purpose and description;" and to amend "Section 7.P.6. Permitted Use Table" to allow less dense residential uses in higher dense residential districts by defining Residential Uses in the table



At the Planning and Zoning Commission meeting held January 14, 2021, following the public hearing on this subject, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) to approve the proposed amendments to the Zoning Ordinance.

Up until 2014, the single-family residential use was allowed in the Multi-Family Residential - Low (MFR-L) zoning district. In 2014, all residential uses were removed from the Permitted Use Table since they were also defined in Section 7 Schedule of District Regulations; however, the allowance for cumulative zoning (allowing less dense residential uses in higher dense residential districts) was inadvertently removed at that time.

There are currently about four blocks of Multi-Family Residential - Low density zoning with single family homes built on many of the lots. The ordinance change in 2014 made these single family homes non-conforming since there was no longer an ordinance allowing them in MFR-L zoning. Several of these lots are currently for sale and there is a great deal of interest in

The proposed amendments would remove many of the non-conformities that exist with the current single family homes in MFR-L zoning and would allow the construction of new single-family homes in this particular area. The Commission concluded that allowing single family homes to remain or be built in Multi-Family Residential – Low zoning areas, was beneficial to the community and recommends that this change be approved by City Council.

REGULATION MATRIX—RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

	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 Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single-Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%
SFR-E Single-Family— Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20%
MFR-L Multifamily—Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50%
MFR-M Multifamily— Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MFR-H Multifamily— Highest	12	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20	K	No	50%

A-1	—	—	—	25 B	25	10 I	25 B	20 C	40	K	No	10%
MFR-GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, J	5 B, H	4 C, H	40	K	Yes D	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.
 - C. 25 feet on thoroughfares.
 - D. Zero setback on side only, minimum five-foot separation between buildings.
 - E. Ten-foot minimum separation between buildings.
 - F. ~~Lots currently in existence with less than 90 feet of width that have structures already built upon them~~ may continue with the same existing setback ~~for additions~~ provided they are not less than a minimum of five feet.
 - 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.
 - H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the drainage utility/access easement (if streets are private), whichever is greater.
 - I. 25 feet when abutting land zoned single-family residential (SFR) district.
 - J. Ten feet when abutting land zoned anything other than MFR-GHD (garden home district).
 - K. Parking is required in accordance with the parking group table in the design criteria manual.
3. Area and height exceptions.
- a. Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.
 - b. A building or structure may not exceed 40 feet in height measured from the minimum habitable floor elevation; provided, however, that:
 - 1. Buildings or structures in community shopping center (CSC), neighborhood commercial (NC), office park (OPD), light industrial (LI), industrial (I), and business park (BP) districts may exceed 40 feet in height when:

Commented [BB1]: "Lots currently in existence" would apply to platted lots or lots that qualify for platting exemption.

- a. The building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation, provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with section 9.G.
- b. Buildings or structures of 40 feet or less in height shall meet the setback requirements as defined in this appendix.
- 2. Exceptions. Structures located within a general PUD or PUD-mixed use district shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a general PUD or PUD-mixed use application will be as established in the ordinance authorizing and approving the planned unit development.
- 3. The maximum height allowed for structures within the downtown district (DD) is 70 feet, as measured in accordance with the method prescribed in section 20, definitions.
- c. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.
- 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.
- e. The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.
- f. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.
- g. Stairs in certain situations. In residential zoning districts that have minimum front yard requirements, uncovered stairways associated with a residential use may project into the required front yard but shall remain a minimum of ten feet from the front property line, if:
 - 1. A building is being elevated or reconstructed on an existing foundation to meet or exceed current city floodplain standards; and
 - 2. The stairway projection into the required front yard is limited to the minimum area required to meet elevation standards; and the stairway, at its widest point, shall not exceed ten feet.

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner

Date: January 20, 2021

Re: Proposed amendments to Appendix C Zoning Ordinance Section 7.Q.2. "Residential Regulation Matrix" to amend sub note F to allow lots in existence that are zoned Single Family Residential and are less than 90 feet wide to continue with the setbacks that were established when the lot was platted or created

At the Planning and Zoning Commission meeting held January 14, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Perry was absent) to approve the proposed amendments to the Zoning Ordinance.

The City has had several issues with side yard setbacks on smaller lots in neighborhoods that were annexed into the City many years ago, such as Wedgewood Village and Forest Bend Subdivisions. Those subdivisions were platted prior to being annexed into the City and were not required to be 90 feet in width when platted. The lots are 50, 55 and 60 feet wide and were allowed to have 5-foot side yard structure setbacks. Currently, there is a provision in the Residential Regulation Matrix for them to continue the side yard setbacks when adding on to an existing house; however recently, several of the houses have either flooded or burned, and that provision does not apply when the structure is damaged more than 50 percent or demolished (per Section 6.C. Non-Conforming Lots). If destroyed more than 50 percent or demolished, the structure is required to comply with the current side yard setbacks which is 10 feet, but for 90-foot wide lots. 10-foot side yard setbacks on a 50-foot lot only leaves room for a 30-foot wide structure, whereas 5-foot side yard setbacks would allow for a more neighborhood typical 40-foot wide structure or for the existing slab to be reused.

The Zoning Board of Adjustment has heard and approved four requests in the past five years for destroyed homes that needed relief from the 10-foot setback requirement. The proposed

language will provide relief in those situations by allowing existing lots that are less than 90 feet wide to continue with their original setbacks provided they are not less than 5 feet.

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: February 1, 2021

Date submitted: 1/19/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Keep Friendswood Beautiful Tree Giveaway Results

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

150 total trees were given out at the event this past Saturday. The event was moved to Centennial Park and only lasted from 8am – 9:15am.

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: February 1, 2021

Date submitted: 12/17/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Hurricane Harvey Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Hazard Mitigation Grant Program - Buyouts/Acquisitions

- 24 properties included in the initial application
- 4 properties have closed
- Awaiting settlement on 3 remaining properties
- 17 properties declined offers
- Demolition services are complete for 3 of the 4 properties

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 are complete

CDBG-Disaster Recovery (Harris County)

- Blackhawk Facility (old Food Lion) has been closed upon, soliciting services for emergency shelter renovations
- Engineering and environmental services underway for the Forest Bend Detention Project

CDBG-Disaster Recovery (Galveston County)

- Engineering services underway for the utility line burial
- Project management acquisition services underway (Deepwood and Frenchman's Creek)

FEMA Disaster Assistance

- Complete, awaiting final reimbursement

CDBG Mitigation Applications

- Awaiting response from the GLO on our application submitted last October

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: February 1, 2021

Date submitted: 12/17/2020

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 opened to the public;
- 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 continue;
- Extended screening protocols for public meetings, previously applicable only to staff, to all participants
- Submitted for the reimbursement of eligible expenditures under the CARES Act; Harris County CRF reimbursement received
- Participating in State and County level calls for vaccine distribution

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: February 1, 2021

Date submitted: 1/25/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual Crime Report

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The *Annual Crime Report* for 2020 was recently released. A copy of the *Report* may be found on the City's website, www.friendswood.com.

The crime rate for 2020 decreased once again. This is due in large part to the outstanding work of our Police Department.

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: February 1, 2021

Date submitted: 1/12/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approval of an agreement with Christensen Building Group, LLC, regarding preconstruction services for the Fire Station No. 2 Reconstruction and Training Field Upgrades project and authorizing the Mayor to execute the contract

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November 2019, voters approved a bond proposition which included approximately \$4.1 M to replace an aging Fire Station Number 2 and upgrade its training facilities. These facilities are located at 2605 West Parkwood Drive and are utilized by the Friendswood Volunteer Fire Department. The new facilities will be constructed on the same parcel.

The City recently issued a Request for Qualifications for Preconstruction Services related to the project. There were 13 responses received. The responses were evaluated by Engineering and FMO staff as well as members of the Friendswood Volunteer Fire Department.

The top three scoring firms were interviewed after which the Selection Committee collectively agreed upon the firm they felt would be the best fit for the City.

Christensen Building Group, LLC was selected for its strong qualifications and experience. They have extensive experience within Houston and Galveston Counties with fire station CMAR construction contracts and have worked previously with PGAL, the selected architect on the project.

In July 2020, Council approved a reimbursement resolution to allow advance funding up to \$1 million for expenditures related to the Public Safety Building expansion and Fire Station #2 renovation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Upon approval of a contract with Christensen Building Group, LLC, they will immediately enter into the Preconstruction Services Phase of the project. Christensen's proposal is for \$23,344.

CBG will work closely with PGAL and the City Engineering Department in the development of plans and specifications for the project. A Guaranteed Maximum Price (GMP) will be established and presented to the City Council at a later meeting.

RECOMMENDATIONS

City staff recommends authorization of a contract with Christensen Building Group, LLC for Preconstruction Services of the Fire Station No. 2 Reconstruction and Training Field Upgrades project.

ATTACHMENTS

1. RFQ Chrisensen Building Group
2. CBG Preconstruction Proposal - Friendswood Fire Station 2
3. Standard Agreement for Construction Manager-at-Risk - FS2 Reconstruction



THE CITY OF FRIENDSWOOD

FIRE STATION 2 RECONSTRUCTION & TRAINING FIELD UPGRADES

November 19, 2020



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FRIENDSWOOD FIRE STATION 2 RECONSTRUCTION & TRAINING FIELD UPGRADES

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Safety | Quality | Integrity

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FRIENDSWOOD FIRE STATION 2 RECONSTRUCTION & TRAINING FIELD UPGRADES

November 19, 2020

The City of Friendswood
Director of Engineering & Projects
ATTN: Jildardo Arias, PE, CFM
910 South Friendswood Drive
Friendswood, TX 77546

Dear Mr. Arias,

Christensen Building Group is pleased to present our proposal to provide Construction Manager-At-Risk Services for the Friendswood Fire Station 2 Reconstruction & Training Field Upgrades. We have studied your project and assembled a proven team of construction professionals dedicated to delivering a cost effective, best-value solution to your project. Our dedication to proactive quality control and collaborative delivery of our projects will ensure you receive a final product that exceeds your expectations. By selecting Christensen Building Group as your Construction Partner, The City of Friendswood will realize the following distinct benefits:

A Collaborative Partner – Our team understands the significance of this project to the community. We are dedicated to understanding your key issues, goals, and objectives for this project and we will work closely with you to ensure we have a clear understanding of your expectations before construction begins.

Cost Control and Schedule Performance – Our proven experience on relevant projects will ensure we hit the ground running on your project. We have a proven track record of completing projects within budget and on-time. Our team is committed to delivering these much needed facilities as soon as possible.

Your Local Fire Station Builder – Headquartered in Houston, Texas, Christensen Building Group has completed six emergency facilities totaling over \$38,000,000 and over \$150,000,000 in Construction Manager-At-Risk projects in the greater Houston area in the past five years. We currently have five emergency facilities under construction, and nearing completion. Your project will benefit from our lessons learned and key project team member experience to ensure the Fire Station 2 Reconstruction & Training Field Upgrades Project is delivered at a level of quality that exceeds your expectations. Our excellent relationships with local subcontractors will benefit this project's overall cost, schedule, and quality. We encourage you to speak with our project references for feedback on our previous performance.

We greatly appreciate the opportunity to compete for this important project and hope to be selected as your construction partner. Once you have reviewed our proposal, please feel free to contact us for additional information if needed.



Mark L. Christensen

President | Christensen Building Group, LLC

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization and staffing of your firm.



CHRISTENSEN BUILDING GROUP OVERVIEW

Christensen Building Group is a Houston based construction services firm established to deliver best-in-class building practices to its clients. The leadership at Christensen Building Group has been working on commercial construction projects throughout the Greater Houston Area for more than 30 years. Our local market knowledge and strong sub-contractor base has helped us become one of the fastest growing companies in Houston. We firmly believe in establishing a collaborative, ONE TEAM culture that empowers all project team members.



We are committed to providing the
Best Value with exceptional
service to each of our clients.

BY THE NUMBERS

265

Projects Completed in the
Greater Houston Area

#16

Fastest Growing Construction
Company in America

#6

Fastest Growing Company in
Houston

120+

Full-Time Employees

.71

Christensen's EMR

SAFETY. QUALITY. INTEGRITY.

Our first priority is to provide and promote a safe working environment. We integrate safety, quality, cost, and schedule to deliver a balanced project to our customers.

2018
Inc.
500

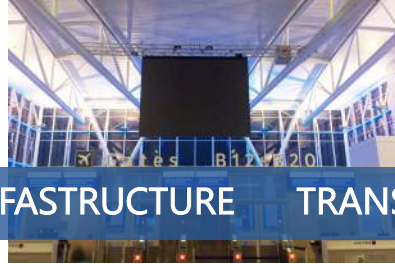
MARKETS WE SERVE



COMMERCIAL



INDUSTRIAL



INFASTRUCTURE



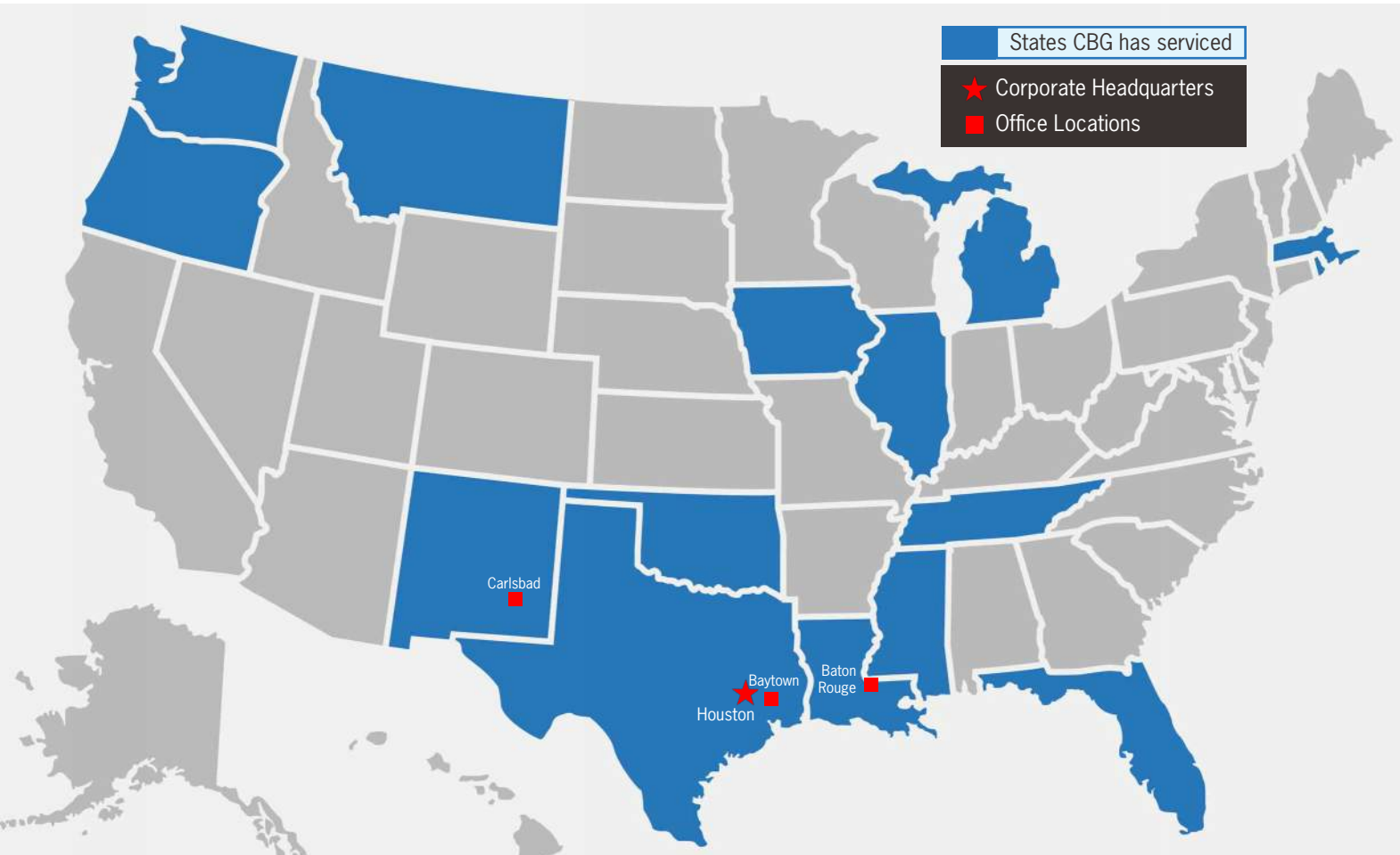
TRANSPORTATION

DESIGN-BUILD • CONSTRUCTION MANAGEMENT
NEW CONSTRUCTION • RENOVATION
SERVICE AND MAINTENANCE

DISCOVERY /də'skəv(ə)rē/ (noun)

The act or process of discovering the needs, goals, and key issues of your clients, customers, and stakeholders.

COMPLETED AND ON-GOING PROJECT LOCATIONS



PROVEN CONSTRUCTION MANAGER-AT-RISK EXPERIENCE

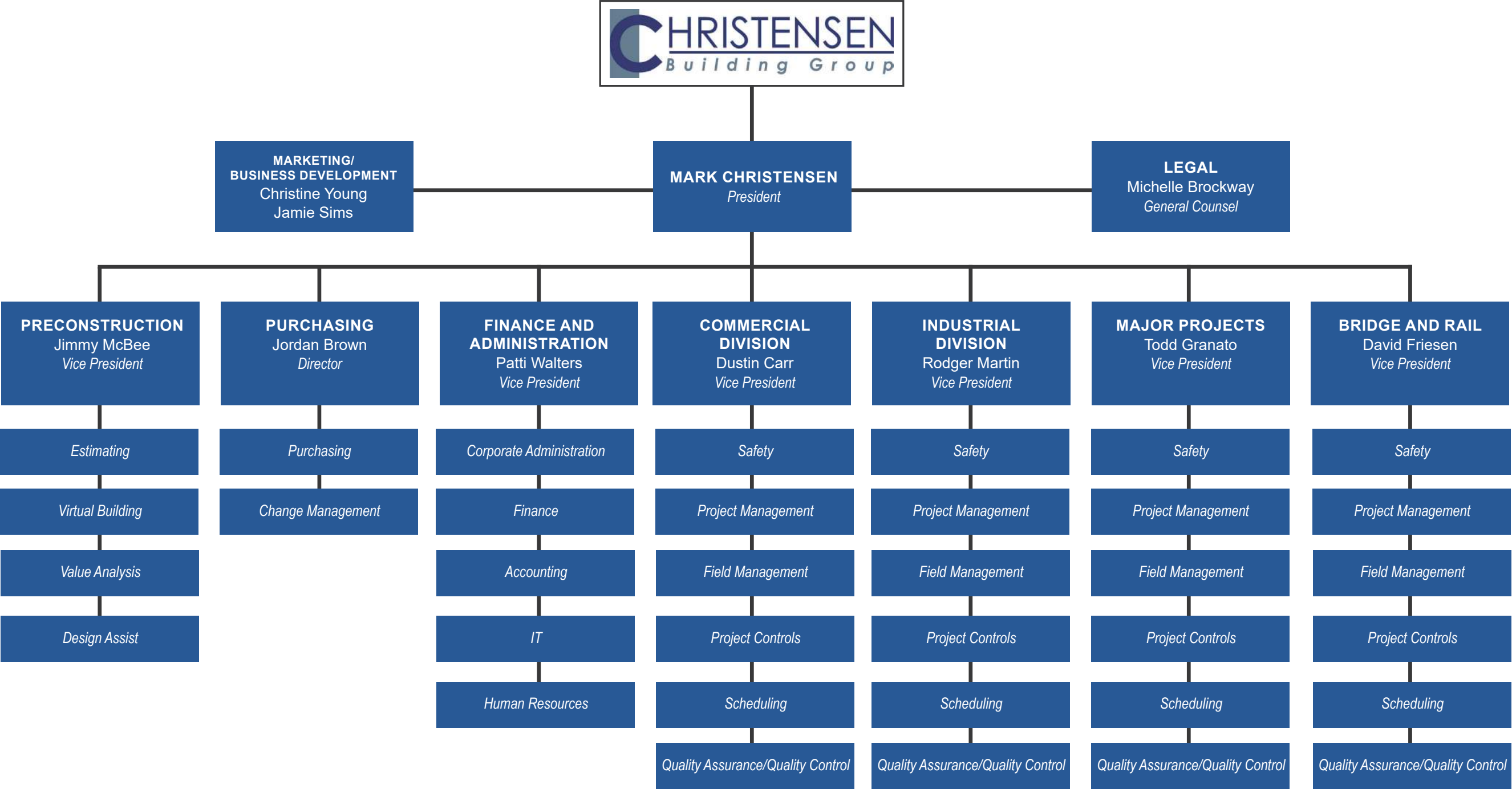
Christensen Building Group brings a proven history of successful Construction Manager-at-Risk projects with completed projects totaling more than \$150,000,000 in the past five years. The following are some of our notable projects:

- **City of Bellaire Police & Courts Building and City Hall, Bellaire, TX - \$16.6 Million**
- **City of Dayton Public Safety Buildings, Dayton, TX - \$8.4 Million**
- **Conroe Fire Station No. 7 and Fire Training Facility, Conroe, TX - \$7.7 million**
- **CIG Intermodel Hub and Logistics Terminal, Loving, NM - \$58 Million**
- **MCESD No. 8 Fire Station 11-6, Spring, TX - \$3.4 Million**
- **Klein Fire Station 4, Spring, TX - \$2 Million**
- **TBC Brinadd Building Expansion, Houston, TX - \$8.3 Million**
- **CB&I Woodlands Campus, The Woodlands, TX - \$1.2 Million**
- **ExxonMobil Multi Site Renovations, Multiple Locations - \$17.8 Million**
- **Houston Oaks, Houston, TX - \$6 Million**
- **Wind Energy, Houston, TX - \$7.8 Million**

Our team has the understanding of challenges associated with Construction Management at-Risk delivery and GMP development. We bring lessons learned from several completed and current projects in the area and will ensure that the Fire Station 2 Reconstruction & Training Field Upgrades project benefits from our local knowledge, resources, and subcontractor relationships. Our proven success in the Greater Houston Area will guarantee your project starts on a solid foundation with accurate cost and schedule information.

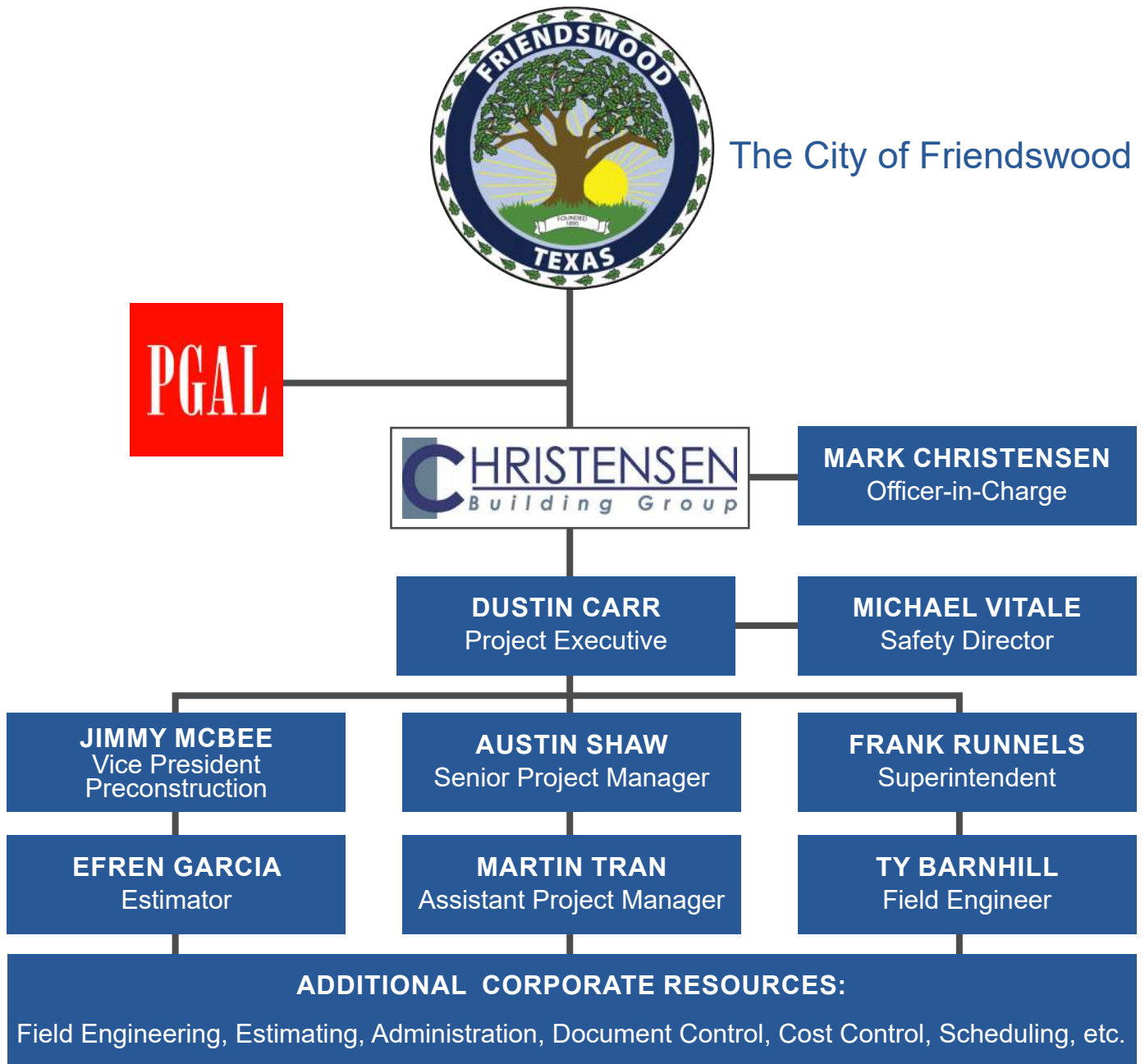


CORPORATE STRUCTURE



2. Identify the project manager and each individual 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.

See below for our proposed key personnel. Resumes can be found on the following pages.





Mark Christensen
Officer-in-Charge



CAREER SUMMARY

23 years total experience

EDUCATION

University of Virginia
Bachelor of Science
Finance and
Int'l Business

CERTIFICATIONS/ TRAINING

OSHA 510
OSHA 30 Certification

PROFESSIONAL AFFILIATIONS

Houston Area Safety Council
ABC Houston
SMPS Houston

QUALIFICATIONS OVERVIEW

Throughout his career, Mark has been involved in a wide range of activities from preconstruction services, estimating, project management, marketing and business development. His project experience includes municipal, industrial, educational, aviation, healthcare, correctional, residential and federal construction projects.

His duties and responsibilities include planning and coordinating all construction services, team integration (client, project stakeholders, A/E team, and Christensen Building Group), and subcontractor procurement. Mark will ensure that all of the necessary resources are committed to your project in order to support an on-time completion within budget. Through close communication and regular customer feedback evaluations, Mark will be focused on making sure the project execution meets your needs and exceeds your expectations.

Relevant Projects

Bellaire Municipal Facilities-City Hall | Bellaire, TX

\$16,267,606; Partial demolition of existing City Hall, utilizing existing space as temporary office facilities for both City Hall and Police & Courts operations. Complete demolition of existing Police & Courts facilities, and new construction of up-to-date facilities. Once the Police & Courts facility is complete, and the first phase of the City Hall is operational, the remaining portion of the existing City Hall is to be demolished, and the final phase of new construction to take place, which tie-in to first phase City Hall construction.

City of Dayton Public Safety Buildings | Dayton, TX

\$8,369,252, The project consists of two buildings on a shared site. One building contains the Dayton Police Department and Municipal Court. The second building contains a four apparatus bay Dayton Fire Department. The buildings are 14,407 SF and 14,682 SF respectively.

Conroe Fire Station No. 7 and Fire Training Facility | Conroe, TX

\$7,714,038; Construction of an 11,267 square foot fire station and Class A, 8,000 square foot, three-story burn building. The fire station features three apparatus bays, eight staff dorms, and a single officer dorm/office suite. The Fire Training Facility features is an attached six-story training tower with a top platform over 60 feet off the ground. The burn building featured 12 rooms, simulating residential and commercial training scenarios.

Harris County ESD No. 48 Station 1 | Katy, TX

\$6,500,000; Construction of a 20,000 SF Fire Station housing sixteen dorm rooms, and four full-size apparatus bays. Other features include a conference room, three office spaces, day room & dining area, patio with outdoor cooking area, fully equipped fitness room, and gear locker room.

MCESD No. 8 Fire Station 11-6 | Montgomery, TX

\$3,342,088, One story, two apparatus bay 8,954 square foot fire station and related site work. The station includes five dorms, day room, kitchen, safe room, weight room, gear room, tool/laundry, and mechanical and electrical spaces.



Dustin Carr
Project Executive



CAREER SUMMARY

20 years total experience

EDUCATION

Bachelor of Exercise and
Sports Science
Texas State University

CERTIFICATIONS/ TRAINING

OSHA30
Loss Prevention System (LPS)

PROFESSIONAL AFFILIATIONS

ABC Houston
SMPS Houston
Houston Safety Council

QUALIFICATIONS OVERVIEW

Dustin has more than 20 years of experience in the construction industry. Throughout his career, he has gained experience in project management on many different project types and delivery methods. He is especially talented at building relationships and works closely with all owners, architects, subcontractors/vendors, and project team members to build a cohesive team uniformly focused on the success of the project.

His duties and responsibilities include planning and coordinating all construction services, team integration (client, project stakeholders, Design team, and Christensen Building Group), and subcontractor procurement.

Relevant Projects

Bellaire Municipal Facilities-City Hall | Bellaire, TX

\$16,267,606; Partial demolition of existing City Hall, utilizing existing space as temporary office facilities for both City Hall and Police & Courts operations. Complete demolition of existing Police & Courts facilities, and new construction of up-to-date facilities. Once the Police & Courts facility is complete, and the first phase of the City Hall is operational, the remaining portion of the existing City Hall is to be demolished, and the final phase of new construction to take place, which tie-in to first phase City Hall construction.

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Michael Vitale
Safety Director



CAREER SUMMARY

20 years total experience

EDUCATION

Southeastern Louisiana
University 2004-2005
Louisiana State University
2005-2008
Louisiana State University
Fire and Emergency Training
Institute 2008

CERTIFICATIONS/ TRAINING

GHS and OSHA Hazardous
Communication/2015
HAZMAT Class/2016
NICET LEVEL I&II Inspection
and Testing/2013
ExxonMobil LPS Certified
Trainer/2015
Fire Extinguisher Inspection
License/2014
OSHA 10/30
Advanced Root Cause Analysis
Team Leader

QUALIFICATIONS OVERVIEW

Michael is a dedicated Safety Director who excels at using proven methods of leading to keep every team member safe while on every job site.

His responsibilities will include providing risk analyses to ensure safety awareness during the planning and schedule phase and develop a comprehensive safety plan. During the construction phase he will be responsible for the administration of the project safety plan including coordinating safety meetings with contractors, maintaining documentation, and heading Near Loss/Loss investigations; as well as assisting in project management with regards to submittals and RFI's. He travels to work sites to monitor and enforce OSHA, Christensen Building Group, and project owner standards to ensure quality control and safety is met. He will ensure that local, state and federal safety requirements are met and will direct the on-site staff who perform on-site safety training and inspections for the project.

Relevant Projects

Bellaire Municipal Facilities-City Hall | Bellaire, TX

\$16,267,606; Partial demolition of existing City Hall, utilizing existing space as temporary office facilities for both City Hall and Police & Courts operations. Complete demolition of existing Police & Courts facilities, and new construction of up-to-date facilities. Once the Police & Courts facility is complete, and the first phase of the City Hall is operational, the remaining portion of the existing City Hall is to be demolished, and the final phase of new construction to take place, which tie-in to first phase City Hall construction.

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Conroe Police Training Facility | Conroe, TX

\$6,143,000; This project consists of Construction Services for the new four level Police Training Facility – Classroom Building and related site work and the Construction Services for the new Police Training Facility – Berm Improvements.

Harris County ESD No. 9 Station 5 | Houston, TX

\$7,075,000; 19,006 SF; Construction of a single-story structure which will house fire department personnel by providing office, living, sleeping, work, and vehicle storage areas.

ExxonMobil Olefins Plant (BOP) Annex | Baytown, TX

\$18,494,446; Construction of a new 60,000 square foot three story office building at the ExxonMobil Baytown Olefins Plant. The building will tie into the existing Administration Building and house large assembly and conference rooms, offices, and shower areas.



Jimmy McBee

Vice President
Preconstruction



CAREER SUMMARY

15 years total experience

EDUCATION

Texas State University,
San Marcos 2007
BS in Technology with a Major
in Industrial Technology
Construction Technology

CERTIFICATIONS/ TRAINING

American Institute of
Construction, OSHA 30,
Certified Professional
Constructor Level II
AGC Houston Leadership,
Class of 2016

PROFESSIONAL AFFILIATIONS

AGC and ABC Houston
Houston Safety Council

QUALIFICATIONS OVERVIEW

Jimmy works out of our Houston office as the Vice President of Preconstruction and leads the estimating team throughout the development of project documents and budget review. Jimmy and his team analyze not only costs, but cost savings ideas, constructibility reviews, long lead procurement items, and scheduling project packages to expedite building schedules. He works closely with the design team and end user during preconstruction to ensure the client's needs are met while maintaining the integrity of the budget.

Relevant Projects

Bellaire Municipal Facilities-City Hall | Bellaire, TX

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\$3,342,088, One story, two apparatus bay 8,954 square foot fire station and related site work. The station includes five dorms, day room, kitchen, safe room, weight room, gear room, tool/laundry, and mechanical and electrical spaces.



Austin Shaw
Senior Project Manager



CAREER SUMMARY

9 years total experience

EDUCATION

Sam Houston State
University, Huntsville 2011
BS in Industrial Technology
with a major in construction
management and minor
in business

CERTIFICATIONS/ TRAINING

OSHA 30
Lean Certified

QUALIFICATIONS OVERVIEW

Austin has 9 years of experience. He has a track record of completing projects on time and within budget in high stress environments adding tremendous value to the company. He has excellent organizational, communication, and time management skills.

Austin works closely with the subcontractors and vendors, to ensure that the building is constructed in conformity with the project specifications, drawings, and other project documents. He has great attention to detail, organization, and drive to deliver a superior product.

As Senior Project Manager, Austin will provide primary leadership of the construction team and interface directly with the Partners and Christensen Building Group to provide daily guidance.

Relevant Projects

City of Dayton Public Safety Buildings | Dayton, TX

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\$6,500,000; Construction of a 20,000 SF Fire Station housing sixteen dorm rooms, and four full-size apparatus bays. Other features include a conference room, three office spaces, day room & dining area, patio with outdoor cooking area, fully equipped fitness room, and gear locker room.

Houston SaberCats Stadium and Facilities | Houston, TX

\$13,210,000; World class rugby and multi-sport complex within the existing Houston Sports Park facility south of downtown Houston. The SaberCats complex will include 3 fields and parking for over 1,100 vehicles. The highlight of the project is a main field which will have seating for over 3,000 people, concessions, lighting to accommodate night games and other attractions to enhance the fan experience.

METRORapid Silver Line Bus Stop Stations | Houston, TX

\$5,509,692; In conjunction with the Uptown Dedicated Bus Lanes Project we constructed 16 bus stop stations along the METRORapid Silver Line which help get employees to and from work using Houston's highly successful busway system. The vision for the project was to rebuild Post Oak Boulevard into an exquisitely designed, grand boulevard while creating a beautifully landscaped pedestrian environment, preserving existing automobile lanes and substantially improving transit service in order to address the continuing growth of Houston.



Frank Runnels
Superintendent



CAREER SUMMARY

25 years total experience

**CERTIFICATIONS/
TRAINING**

OSHA 30 Certification

**PROFESSIONAL
AFFILIATIONS**

Houston Area Safety Council
ABC Houston

QUALIFICATIONS OVERVIEW

Frank started his career in industrial construction and has been in the public construction industry for the past 20 years. He is skilled at working close with the owners, architects, engineers to ensure good communication skills and relationships maintain in contact.

Frank is exceptional at creating and maintaining a schedule to ensure jobs are done on time and within budget. His efficiency and expertise has gotten him repeat customers and jobs time after time.

Relevant Projects

Harris County ESD No. 48 Station 1 | Katy, TX

\$6,500,000; Construction of a 20,000 SF Fire Station housing sixteen dorm rooms, and four full-size apparatus bays. Other features include a conference room, three office spaces, day room & dining area, patio with outdoor cooking area, fully equipped fitness room, and gear locker room.

HCESD No. 16 Fire Station No. 4 Renovation | Spring, TX

\$2,043,516; Renovation of an existing, operational facility. Demolition of all existing living spaces, providing 2,000 square foot of renovated space including five dorm rooms, formal training, kitchen, dayroom, watch office, and exercise space. Existing overhead doors replaced with new four-fold operating doors.

Pearland Fire Station #3 | Pearland, TX

\$2,400,000; Three bay pull through fire station including watch command post. Totalling 16,000 sf, SBICA room, living quarters, rec room, kitchen and offices. Assisted on Pearland #2 (6050 Fite rc) while working on #3 at the same time.

Houston SaberCats Stadium and Facilities | Houston, TX

\$13,210,000; World class rugby and multi-sport complex within the existing Houston Sports Park facility south of downtown Houston. The SaberCats complex will include 3 fields and parking for over 1,100 vehicles. The highlight of the project is a main field which will have seating for over 3,000 people, concessions, lighting to accommodate night games and other attractions to enhance the fan experience.

Pearland Fire Station #4 | Pearland, TX

\$1,300,000; This 17,000 SF fire station included 3 bays, living quarters and a look

Clear Brook City Volunteer Fire Station #1 | Clear Brook, TX

\$1,900,000; 18,000 SF - Three bay fire station including living quarters, conference rooms, and slide pole.

Chelsea Food Services Facility Renovation | Houston, TX

\$3,950,000; CSP - New cooler and freezer additions to the Chelsea Food Services Facility including new fire pump and water retention facility.



Efren Garcia
Estimator



CAREER SUMMARY

4 years total experience

EDUCATION

Bachelors of Science in
Civil Engineering
Texas Southern University
Houston 2016

CERTIFICATIONS/ TRAINING

OSHA 30 Certified
Procore Certified

PROFESSIONAL AFFILIATIONS

ASCE
NESBE

QUALIFICATIONS OVERVIEW

As cost estimator, Efren works on minimizing costs. He uses different methods in order to provide accurate estimates to owners and architects.

He has created a network of subcontractors and suppliers throughout the Houston area in a variety of trades that has added great value to our current database of subcontractors. He is skilled at being able to accurately estimate costs by reviewing the plans/details of the project. Having prior experience in the field provides a unique perspective in regards to estimating and contributes to the team by offering different points of view.

Efren has an important role of establishing relationships with subcontractors and suppliers that has led to many successful project completions.

Past Project Experience

Bellaire Municipal Facilities-City Hall | Bellaire, TX

\$16,267,606; Partial demolition of existing City Hall, utilizing existing space as temporary office facilities for both City Hall and Police & Courts operations. Complete demolition of existing Police & Courts facilities, and new construction of up-to-date facilities. Once the Police & Courts facility is complete, and the first phase of the City Hall is operational, the remaining portion of the existing City Hall is to be demolished, and the final phase of new construction to take place, which tie-in to first phase City Hall construction.

Harris County ESD No. 48 Station 1 | Katy, TX

\$6,500,000; Construction of a 20,000 SF Fire Station housing sixteen dorm rooms, and four full-size apparatus bays. Other features include a conference room, three office spaces, day room & dining area, patio with outdoor cooking area, fully equipped fitness room, and gear locker room.

Conroe Police Training Facility | Conroe, TX

\$6,143,000; This project consists of Construction Services for the new four level Police Training Facility – Classroom Building and related site work and the Construction Services for the new Police Training Facility – Berm Improvements.

Houston SaberCats Stadium and Facilities | Houston, TX

\$13,210,000; World class rugby and multi-sport complex within the existing Houston Sports Park facility south of downtown Houston. The SaberCats complex will include 3 fields and parking for over 1,100 vehicles. The highlight of the project is a main field which will have seating for over 3,000 people, concessions, lighting to accommodate night games and other attractions to enhance the fan experience.

Austin County Sealy EMS | Sealy, TX

\$2,924,941; New construction of a 9,000 square foot EMS facility. The building includes four apparatus bays, five dorms, meeting room, day room, kitchen and dining areas. On-site detention was required along with domestic and sanitary utilities. The parking lot paving approach required TX-DOT permitting and approval as it tied-in with a state highway.



Martin Tran
Assistant Project Manager



CAREER SUMMARY

4 years total experience

EDUCATION

University of Houston, Bachelor
of Science in Construction
Management

CERTIFICATIONS/ TRAINING

OSHA 30
American Institute of
Construction: Associate
Constructor,

QUALIFICATIONS OVERVIEW

Martin has 4 years of experience. He is detail oriented and cost conscious. As assistant project manager, Martin will identify the clients needs and budget requirements and organize them into an actionable plan while tracking all project documents. He will coordinate with vendors, employees and clients to organize project expectations. He will monitor and report on the project budget and spending, review drawings for constructibility, conformance, and specifications, and identify challenges and utilize resources to solve problems.

Relevant Projects

Austin County Sealy EMS | Sealy, TX

\$2,924,941; New construction of a 9,000 square foot EMS facility. The building includes four apparatus bays, five dorms, meeting room, day room, kitchen and dining areas. On-site detention was required along with domestic and sanitary utilities. The parking lot paving approach required TX-DOT permitting and approval as it tied-in with a state highway.

Robert Turner High School | Pearland, TX

\$27,300,000; Building addition/renovation of approximately 56,000 sq. ft consisting of a new HVAC/Welding Lab, Culinary Lab with AV system, greenhouse, and Agricultural Barn Addition and Renovations. Project includes a 5-ton jib crane, sliding operable folding partitions, motorized ceiling folding partitions and glass curtain wall.

Pomeroy Elementary School | Pasadena, TX

\$26,000,000: Phased construction of approximately 130,000 sq. ft. Phased demolition and new construction in two phases while students occupy portions of an existing school. 2018 Apex Award Winner. 2 story masonry building consists of a roller slide, mezzanine, large motorized ceiling folding partition separating the cafeteria and auditorium, elevator, landscaping, and outdoor stage.

Lone Star College Cy-Fair CASE Building | Cypress, TX

\$26,600,000: Building addition of approximately 75,000 sq. ft. 2-story building including computer classrooms, technology-infused classrooms, glass curtain wall, outdoor amphitheater, 3 multipurpose classrooms, sliding glass partitions, and 750 parking spaces.



Ty Barnhill
Field Engineer



CAREER SUMMARY

1.5 years total experience

EDUCATION

Bachelor of Science in
Construction Management
University of Louisiana, 2018

CERTIFICATIONS/ TRAINING

OSHA 30 Certification

QUALIFICATIONS OVERVIEW

Ty, has one year of Commercial Construction Experience. He graduated from The University of Louisiana at Monroe in Construction Management in December 2018. Throughout his first year, he has worked on three projects and has gained valuable experience from each of them. He is proficient at communicating with Owners, Architect, Subcontractors, and other members of the project team to ensure that all phases of construction are carried out smoothly.

His duties and responsibilities include scheduling, planning and coordinating construction processes and procedures, all submittals and RFI's, and procuring all closeout documents.

Relevant Projects

Harris County ESD No. 48 Station 1 | Katy, TX

\$6,500,000; Construction of a 20,000 SF Fire Station housing sixteen dorm rooms, and four full-size apparatus bays. Other features include a conference room, three office spaces, day room & dining area, patio with outdoor cooking area, fully equipped fitness room, and gear locker room.

HCESD No. 16 Fire Station No. 4 | Spring, TX

\$2,113,409; Renovation of an existing, operational facility. Demolition of all existing living spaces, providing 2,000 square foot of renovated space including five dorm rooms, formal training, kitchen, dayroom, watch office, and exercise space. Existing overhead doors replaced with new four-fold operating doors.

ExxonMobil Baytown Olefins Plant (BOP) Annex | Baytown, TX

\$18,500,000; New three story steel framed structure with precast concrete exterior finish. The structure will have a ground level pedestrian connector attached to the existing BOP Administration building. The new underground utilities will tie into existing utilities and the current detention pond being expanded to accommodate new asphalt parking lot for building tenants.

Houston SaberCats Stadium and Facilities | Houston, TX

\$13,210,000; World class rugby and multi-sport complex within the existing Houston Sports Park facility south of downtown Houston. The SaberCats complex will include 3 fields and parking for over 1,100 vehicles. The highlight of the project is a main field which will have seating for over 3,000 people, concessions, lighting to accommodate night games and other attractions to enhance the fan experience.

C. Experience

1. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each Texas project listed in III.C.1. For each, please provide:

- Project name and location
- Year completed
- Short description and project
- Names, addresses, and phone numbers of owner submitting firm and contact person tasked with daily responsibilities of project.

Please see pages 20-26 for data sheets on completed relevant projects.

Completed Fire Stations and similar facilities:

Project Name: City of Bellaire Municipal Buildings

Owner's Name: City of Bellaire

Construction Cost: \$16,617,606

Year of Completion: 2019

Location (City and State): Bellaire, Texas

Project Name: Conroe Fire Training Facility

Owner's Name: City of Conroe

Construction Cost: \$3,495,788

Year of Completion: 2017

Location (City and State): Conroe, Texas

Project Name: City of Dayton Fire Station and Police Headquarters

Owner's Name: City of Dayton

Construction Cost: \$8,369,252

Year of Completion: 2017

Location (City and State): Dayton, Texas

Project Name: Renovation of Fire Station No. 4

Owner's Name: Harris County ESD No. 16

Construction Cost: \$2,043,516

Year of Completion: 2018

Location (City and State): Spring, Texas

Project Name: Conroe Fire Station No. 7

Owner's Name: City of Conroe

Construction Cost: \$4,218,250

Year of Completion: 2018

Location (City and State): Conroe, Texas

Project Name: MCESD No. 8 Fire Station 11-6

Owner's Name: Montgomery County ESD No. 8

Construction Cost: \$3,413,590

Year of Completion: 2017

Location (City and State): Spring, Texas

Project Name: New Fire Station No. 1

Owner's Name: Harris County ESD No. 48

Construction Cost: \$6,500,000

Year of Completion: August 2020

Location (City and State): Katy, Texas

Project Name: CIG Truck Maintenance and Logistics Facilities

Owner's Name: CIG Logistics

Construction Cost: \$1,192,875

Year of Completion: 2018

Location (City and State): Carlsbad, NM

Project Name: PON Holdings Office and Vehicle Storage Facility

Owner's Name: PON Holdings

Construction Cost: \$5,759,977

Year of Completion: 2020

Location (City and State): Houston, Texas

In addition to the above completed projects, Christensen Building Group currently has the following fire stations and similar facilities under construction.

Under Construction Fire Stations and similar facilities:

Project Name: Cy-Fair Fire Station No. 5

Owner's Name: Harris County ESD No. 9

Construction Cost: \$7,075,000

Year of Completion: Projected January 2021

Location (City and State): Houston, TX

Project Name: Police Training Facility Classroom Building and Berm Improvements

Owner's Name: City of Conroe

Construction Cost: \$6,048,000

Year of Completion: Project December 2020

Location (City and State): Conroe, TX

Project Name: Sealy EMS Station

Owner's Name: Austin County

Construction Cost: \$2,924,941

Year of Completion: Project November 2020

Location (City and State): Sealy, TX

Project Name: North Belt Police Station

Owner's Name: City of Houston

Construction Cost: \$15,344,500

Year of Completion: Project still in preconstruction phase. Projected completion February 2023.

Location (City and State): Houston, TX

Project Name: Montgomery County Sheriff's Office - District 4 Patrol Expansion

Owner's Name: Montgomery County

Construction Cost: \$6,554,701

Year of Completion: Projected November 2021

Location (City and State): Montgomery, TX

Project Name: Fire Station 55

Owner's Name: Montgomery County ESD 2

Construction Cost: \$3,604,929

Year of Completion: Projected August 2021

Location (City and State): Montgomery, TX

Project Name: Missouri City Fire Station No. 6 & Fire Department Administration Building

Owner's Name: Missouri City, TX

Construction Cost: \$5,200,000

Year of Completion: Projected November 2021

Location (City and State): Montgomery, TX

CITY OF BELLAIRE POLICE & COURTS BUILDING AND CITY HALL



Project Name: City of Bellaire Municipal Buildings

Delivery Method: Construction Manager-at-Risk

Project Location: Bellaire, TX

Project Value: \$16,617,606

Size: City Hall: 22,543 SF, Police Department & Municipal Courts: 24,703 SF, 2-two-story buildings

Project Summary: New, multi-phased, municipal campus including a new City Hall & Civic Center and Police Department & Municipal Court Facility. The project was designed and built to LEED Silver standards. The two-story

Police and Court Facility replaced the existing Police and Court building, and was placed on the same footprint. During construction of the New Police & Court Facility, the 911 call center was relocated to an existing Fire Station

on the campus, and a temporary holding cell and police operation center was built in the existing City Hall. Half of the existing City Hall was demolished to allow for construction of the new City Hall facility, while maintaining daily city operations. Once the new Police & Courts Facility was online, operations were shifted, the remaining segment of the existing City Hall was demolished, and the final construction phase completed the new Civic Center.

Start Date: February 2017

Phase 1 Completion Date: July 2019

Phase 2 Completion Date: December 2018

Project Manager: Dustin Carr



Owner: City of Bellaire

Owner Contact: Karl Miller, Director

Address: 7008 5th Street, Bellaire, Texas 77401

Telephone Number: 713-662-8109

CITY OF DAYTON PUBLIC SAFETY BUILDINGS



Project Name: City of Dayton Public Safety Buildings

Delivery Method: Construction Manager-at-Risk

Location: Dayton, TX **Owner Name:** City of Dayton

Project Value: \$8,369,252 **Project Size:** 9,089 SF

Project Summary: Development of 11.8 acres for a new fire station and police/municipal courts building. The fire station featured four drive thru apparatus bays with adjacent service areas consisting of a cascade room, tool storage, gear laundry, and equipment storage spaces. Housing for six full time staff members included sleeping quarters with six single dorm rooms and single use bathrooms. The building contained offices for the Captain, Assistant Chief, and Secretary. Daily use spaces provided a meeting room, commercial kitchen, laundry, pantry, walk-in cooler/freezer, and day room. Support spaces in the building included mechanical, electrical, data, janitor and storage rooms. Emergency power for the entire facility was provided by a 1000KW diesel generator.

Start Date: May 2016

Completion Date: June 2017

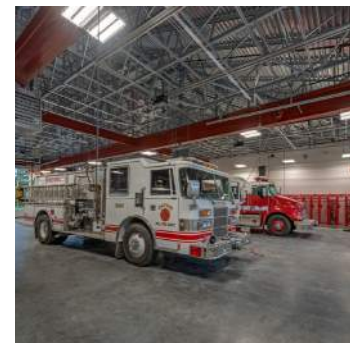
Project Manager: Dustin Carr

Owner: City of Dayton

Owner Contact: Brett Detamore

Address: 4926 Cheena Dr, Houston, TX 77096

Telephone Number: 713-865-0947



CONROE FIRE STATION NO. 7 AND FIRE TRAINING FACILITY



Project Name: Conroe Fire Station No. 7 and
Fire Training Facility

Delivery Method: Construction Manager-at-Risk

Location: Conroe, TX

Project Value: \$7,714,038

Project Size: 11,267 SF Fire Station and
Six Story Fire Training Building

Project Summary: New construction of a one-story Fire Station and Class A Burn Building/Training Building. The fire station utilized three apparatus bays, with eight staff dorms, and an officer suite. The building also contains a watch room, dayroom, full kitchen and dining room, weight room, bunker room, and a tool room. Support spaces in the building included mechanical, electrical, data, and storage rooms. All related site work including detention pond, domestic water and sanitary sewer are also part of the scope. The Fire Training Facility includes a three story burn building and six story training building combined into a single facility constructed of cast in place structural concrete. Site improvements included approximately 150,000 SF of paving, fire loop, and site lighting.

Start Date: January 2017

Fire Station Completion Date: January 2018

Fire Training Facility Completion Date: October 2017

Project Manager: Dustin Carr

Owner: City of Conroe, Conroe Fire Department

Owner Contact: Ken Kreger – Fire Chief

Address: 300 W. Davis, Conroe, Texas 77301

Telephone Number: 936-522-3080



MCESD NO. 8, FIRE STATION 11-6



Project Name: MCESD No. 8 Fire Station 11-6

Delivery Method: Construction Manager-at-Risk

Location: Spring, TX

Project Value: \$3,413,590

Project Size: 8,954 SF

Project Summary: Development of 2.3 acres for a new fire station with two drive thru apparatus bays utilizing commercial four-fold steel doors, adjacent service area with a gear room, laundry room, workshop and storage area. Housing for five full time staff members included sleeping quarters with five single bedrooms and single use bathrooms. The building contained a watch office, safe room, physical fitness room, day room, dining area and kitchen. Support spaces in the building included mechanical, electrical, data, janitor and storage rooms. Emergency power for the entire facility was provided by a 150KW natural gas generator.

Start Date: July 2016

Completion Date: June 2017

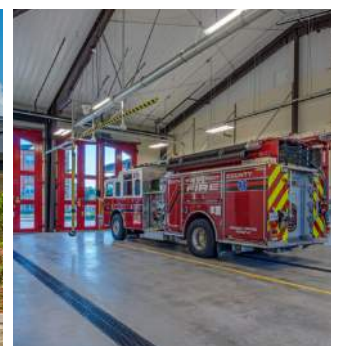
Project Manager: Dustin Carr

Owner Name: Montgomery County ESD No. 8

Owner Contact: Robert Hudson, Fire Chief

Address: 27900 Robinson Road, Conroe, TX 77385

Telephone Number: 281-363-3473



NEW FIRE STATION NO. 1



Project Name: New Fire Station No. 1

Delivery Method: Competitive Sealed Proposal

Location: Katy, TX

Project Value: \$6,500,000

Project Size: 18,000 SF

Project Summary: Construction of a 20,000 SF Fire Station housing sixteen dorm rooms, and four full-size apparatus bays. Other features include a conference room, three office spaces, day room & dining area, patio with outdoor cooking area, fully equipped fitness room, and gear locker room.

Start Date: August 2019

Completion Date: August 2020

Project Manager: Project Manager: Austin Shaw

Owner: Harris County ESD 48

Owner Contact: Ray Sidwell, Chief

Address: 21201 Morton Rd, Katy, Texas 77449

Telephone Number: 832-840-7307



AUSTIN COUNTY SEALY EMS



Project Name: Austin County Sealy EMS

Delivery Method: Construction Manager-at-Risk

Location: Sealy, Texas

Project Value: \$2,924,941

Project Size: 8,300 SF

Project Summary: New construction of a 9,000 square foot EMS facility. The building includes four apparatus bays, five dorms, meeting room, day room, kitchen and dining areas. On-site detention was required along with domestic and sanitary utilities. The parking lot paving approach required TX-DOT permitting and approval as it tied-in with a state highway.

Start Date: March 2020

Completion Date: Projected Completion November 2020

Project Manager: Dustin Carr

Owner: Austin County

Owner Contact: Tim Lapham, Judge

Address: 906 Fowlkes St., Sealy, TX 77474

Telephone Number: 979-865-5911

CITY OF CONROE POLICE TRAINING FACILITY



Project Name: City of Conroe Police Training Facility

Delivery Method: Competitive Sealed Proposal

Location: Conroe, TX **Project Value:** \$6,048,000

Project Size: 20,800 SF

Project Summary: New construction of a 4-story tilt-wall facility which houses six multi use training classrooms, shower facilities, locker rooms, open works areas, conference rooms, two secured armories, and dedicated office space for FBI Operations. The site work for this project also included the extensive construction of a new cast-in-place concrete berm wall nearly half a mile long. All construction activities to take place on law enforcement training grounds which are to remain active the duration of the project.

Start Date: January 2020

Completion Date: Projected Completion December 2020

Project Manager: Dustin Carr

Owner: City of Conroe Police Department

Owner Contact: Chief of Police Jeff Christy

Address: 300 W. Davis Street, Conroe, Texas 7730

Telephone Number: 936-672-1293



CY-FAIR FIRE STATION NO. 5



Project Name: Cy-Fair Fire Station No. 5

Delivery Method: Construction Manager-at-Risk

Location: Houston, TX

Project Value: \$7,075,000

Project Size: 19,000 SF

Project Summary: New construction of a 19,000 square foot fire station to replace existing Station No. 5 previously devastated by Hurricane Harvey. The facility will include twelve dorm rooms, three officer suites, and four full-sized apparatus bays.

Start Date: January 2020

Completion Date: *Projected Completion January 2021*

Project Manager: Austin Shaw

Owner: Cy-Fair Fire Department

Owner Contact: Amy Ramon, Fire Chief

Address: 9630 Telge Rd., Houston, TX 77095

Telephone Number: 281-550-9649

D. Project Methodology

1. The strategies and methods by which the work is to be performed must be included in the proposal and detailed sufficiently enough to allow the city to determine compatibility of the approach to the city's overall goals. A detailed work plan for the proposed project should be included.

ONE-TEAM APPROACH

Our ONE-TEAM approach is based on a transparent execution of the project that begins from Day 1. We begin all projects with a Team Integration Meeting. The Team Integration Meeting brings all project team members and stakeholders into the same room to establish the Key Issues, Goals and Needs of the project. Primary team representatives are engaged to ensure information transfer and the decision making process protocol are clearly defined and agreed upon. The Team Integration Meeting will be the predecessor to the development and issuance of a Project Execution Plan. The Team Integration Meeting will include the following team members:

- The City of Friendswood Key Stakeholders
- PGAL Architects
- Christensen Building Group Preconstruction and Construction Teams

The Christensen Building Group Team will engage in an “open book” relationship with The City of Friendswood to promote effective team building. What do we mean by an “open book” relationship? Simply stated, one in which trust, accountability and interdependence is achieved. Our firm is based on the principle that frequent and open communication is the foundation of such a relationship. What separates us from other contractors is our focus on developing and implementing three key elements to effective project communication:

Inclusivity: Actively listening and building on the input and experience of others

Significance: Communication that is relevant and task-oriented

Frequency: Established communication procedures and timely responses



Upon award of the contract the preconstruction team will follow the proposed preconstruction schedule. This schedule will set milestones and goals for the Construction Manager-at-Risk, Design Team, and Owner to ensure a clear path is identified. The preconstruction phase schedule will coordinate all associated estimating efforts in to the following key elements:

- **Pre-Design consultations**, setting budget parameters and constructability log establishment.
- **100% Design Document issuance**, budget development, construction schedule refinement and constructability review.
- **30% Construction Document issuance**, budget refinement, long lead component identification, construction schedule refinement, and constructability review.
- **60% Construction Document issuance**, budget refinement to identify building material assemblies, performance requirements, finish selections, component identification, construction schedule refinement, constructability review comments and final cost snapshot leading up to GMP compilation.
- **90% to 100% Construction Document issuance**, GMP compilation, building permit set coordination, and final construction schedule approval and site mobilization.

CRITICAL PATH METHOD SCHEDULE

We will utilize Microsoft Project to develop and maintain our critical path schedule. After initial development and issuance of the schedule Sr. Project Manager, Austin Shaw, and Superintendent, Frank Runnels, will be responsible to perform look-ahead planning and weekly work planning by reviewing the schedule following each update, utilizing 4-week and 3-month look-ahead schedules.

4-Week Look Ahead Schedules - Provide immediate and short term views of what work is required in the next month.

3-Month Look Ahead Schedules - Provide for mid- term planning of follow-on trade scopes, material fabrication and delivery schedules.

Austin and Frank are then responsible to communicate on-going look-ahead and weekly work activities to Christensen Building Group's and Montgomery County's field supervisory team and to the subcontractors through:

- Mobilization Conferences
- Pre-Installation Conferences
- Daily Coordination Meetings
- Weekly Coordination Meetings
- Daily Job Reports
- Progress Photos
- Monthly Executive Reports and Meetings

REAL TIME BASED DATA:

- Planned Gross Resource and Cost Data - based on Early and Late CPM dates
- In-Place Resource and Cost Data - based on Actual work progress
- Comparisons Evaluating the In-Place vs Planned Data - monitors Schedule progress - shows trends
- Data is reported on Project and Subcontractor levels - tracks Project and Subcontractor progress - shows trends
- Monthly Billings - Work-In-Place costs for Christensen Building Group and Subcontractor payment requisitions

COMPONENTS CRITICAL TO SUCCESS

The work components critical to the Project's success all take place at various milestones within the lifecycle of a Construction Manager At-Risk process.

Development of the GMP Proposal

Understanding the intent of the Design Engineers.
Building use as communicated by the City.
Anticipated Risk and mitigation thereof.
Clear, concise, and complete scopes of work.

Schedule Performance

Construction operations mobilization conferences.
Pre-Installation and mock-up workshops.
Daily coordination meetings.
3-Week Look-Ahead schedules of critical path components.
3-Month Look-Ahead schedules for big picture milestone success.
Quality work in place.

Efficient Procurement

Developing and implementing early phasing packages.
Long lead material/equipment analysis and early procurement plans.
Vendor and subcontracting scoping sessions and contracting workshops.

Close-Out & Commissioning

Close-Out Document Development begins with Preconstruction.
Develop, maintain, and execute punch lists as construction takes place.
Commissioning workshops, and requirements identified in the schedule.
Owner training workshops.
Warranty requirements and contact continuity.

Safety Experience

Christensen Building Group has successfully carried out all projects with a zero Recordable Incident Rate. We are proud to offer a comprehensive safety protocol to ensure all projects are carried out with safety as a top priority. Please see below for our safety program, policies and procedures.

Program Policies and Procedures to Ensure Safety

The safety and health policy of Christensen Building Group is a “Safety First” policy. Christensen Building Group has developed dedicated safety and health programs which have been implemented as a quality system consistent with the ISO 9000 model. These programs meet or exceed the regulatory burden designated in safety and health regulation to the extent that they apply to the Christensen Building Group business operation.

All employees and subcontractors are required to comply with all safety and health policies and procedures implemented by Christensen Building Group including, but not limited to, any applicable federal, state or local laws. All employees are additionally required to comply with safety and health requirements of Christensen Building Group’s clients when present at any client’s job site. Christensen Building Group’s Safety Committee is responsible for setting safety and health policies and for management review of process activity. An outside consultant may provide service to Christensen Building Group to handle process review and process improvement. The implementation and maintenance of safety and health processes in the field are the responsibility of on-site teams. Each member of the safety team is individually and collectively responsible for the implementation of Christensen Building Group’s safety processes for the scope of work for which that team is charged. This includes, but is not limited to, safety, health, drug free workplace, firearms, search/inspections, site audit requirements, site training requirements, attendance at monthly safety meetings, safety request form systems and all other safety and health policies enforced at Christensen Building Group.

Each employee of Christensen Building Group has a personal and professional responsibility to be aware of all safety and health policies enforced at Christensen Building Group. Each employee’s employment is expressly conditioned upon that employee’s strict adherence to all Christensen Building Group safety and health policies.

Safety Program

Christensen Building Group has a dedicated accident and injury prevention and investigation program. Every employee has the responsibility to review this program and follow all relevant procedures in the event of any accident or injury that occurs in the workplace. Each employee is required to immediately report all accidents and injuries to the Company Safety Director. Christensen Building Group provides protection against job-sustained injuries or loss of work through Worker’s Compensation Insurance through the State of Texas.



Christensen Building Group will implement Safety, Security, Health & Environmental Management practices to prevent incidents and insurance claims on this project. The following practices, procedures and work culture ideals will be a part of the SSHE program on this project:

Implementation of the Loss Prevention System (LPS)

- LPS is a system developed to prevent or reduce safety incidents using behavior-based tools and proven management techniques.
- All on-site Christensen Building Group personnel are trained in the LPS.

Work Permits

- Daily work permits issued by Christensen Building Group for general work, energy isolation, hot work, excavation, and utility tie-ins.

On-Site Safety Orientations

- All first-time visitors to receive site specific training and orientation upon arrival.
- Issuance of site-specific badging and hard hat stickers upon completion of on-site safety orientations.
- Daily toolbox talks by subcontractor foreman and supervisors.

Mandatory PPE Requirements

- Hard hats, safety glasses, gloves, sleeved shirts, reflective vests, long pants and close toe safety shoes.
- Zero tolerance policy on inadequate PPE.

Emergency Evacuation Plan

- Develop plan before site mobilization.
- Identify muster points.
- Safety contact protocol and posted information.

Environmental

- EPA compliance such as SWPPP.
- MSDS and appropriate chemical storage conditions.
- Spill kits and containment protocol.

Signage

- CBG will provide construction signage at all entrances to construction areas.
- Regulator Signage in construction areas noting required PPE, core safety expectations, and stewardship.

Site Access and Traffic Control Plans

- Seatbelt requirements.
- Use of caution when entering and exiting the site.
- No talking or texting while behind the wheel.
- Come to a complete stop before exiting the job site.
- Parking only in designated areas.

Site Dust Control

- Compliance with Crystalline Silica Standard for Construction, 29 CFR 1926.1153.

Corona Virus Disease 2019 (COVID-19)

- *Site check-in protocol including temperature reading, and health history questionnaire.*
- *Additional PPE requirements including masks, face shields, and latex gloves.*
- *Hand washing practices and additional on-site stations.*
- *Social distancing policy of maintaining 6 feet from one person to the next.*
- *Tool and facility cleaning and sanitation practices.*

Quality Assurance Program

During construction, the Christensen Building Group team will implement an on-site Quality Control Program that will provide methods to verify that each component of the Fire Station Reconstruction & Training Upgrades project is fabricated, constructed, installed, inspected and tested in compliance with project documents. Shortly after Notice to Proceed, the team will furnish a site specific Quality Control Plan for review by the Owner. This plan will identify personnel, procedures, control, instructions, tests, records and forms to be used for the new facilities.

Christensen Building Group's approach to quality control is proactive and ensures that work is installed correctly the first time. Our responsibilities will include Managing, coordinating and approving all shop drawing submittals and providing The City of Friendswood with copies of all submittals. Documents control is a very important aspect of our QC program. In order to ensure the work in place complies with the latest documents and to avoid costly rework; it is imperative that not only the contractor, but also the subcontractors maintain current as-built documentation along with all updated design information generated during construction. We will make this a prerequisite to obtaining progress payments.

The following are some additional components of our Quality Control program:

- Conducting preparatory conferences with every subcontractor prior to beginning work
- Review of the applicable code/codes during preparatory conferences
- Clearly establishing the quality expectations for the work
- Constantly inspecting all work for conformance to the documents, codes and previously established quality standards while it is being performed.
- Constructing mock-ups for approval by The City of Friendswood.
- Participating in and monitoring all testing activities on-site and if necessary at manufacturing plants. On major equipment, we will most likely visit the plant during performance testing. On manufactured products that are highly integral and of large quantities, we may elect to visit the plant periodically prior to the initial shipments to the site to ensure that what we are receiving meets the requirements of the contract.
- Develop and implement a plan that ensures all testing and inspections are coordinated with The City of Friendswood, performed properly, and that results meet or exceed the requirements of the contract.
- Copy The City of Friendswood with all test results and maintain a testing log indicating the disposition of all tests taken.
- Reject non-conforming work immediately; establish a timeline for corrective action.
- Immediate response to The City of Friendswood's quality concerns.
- Maintaining a noncompliance work list and verifying that all non-compliance items have been corrected to the satisfaction of The City of Friendswood and the project team.
- Maintaining comprehensive and complete as-built documents throughout the duration of the project.

Detailed Work Plan

PRECONSTRUCTION & RISK MANAGEMENT

Christensen Building Group's efforts in Preconstruction will be to ensure budget transparency, granular detail, and consistent data which can be easily analyzed.

During Preconstruction we will pro-actively work to mitigate risk by:

- Reviewing details and constructibility
- Identifying long lead items and potentially developing early GMP Packages
- Developing coordination plans for special systems
- Developing site phasing and mobilization plans to mitigate impact to daily operations

EXISTING CONDITIONS ANALYSIS

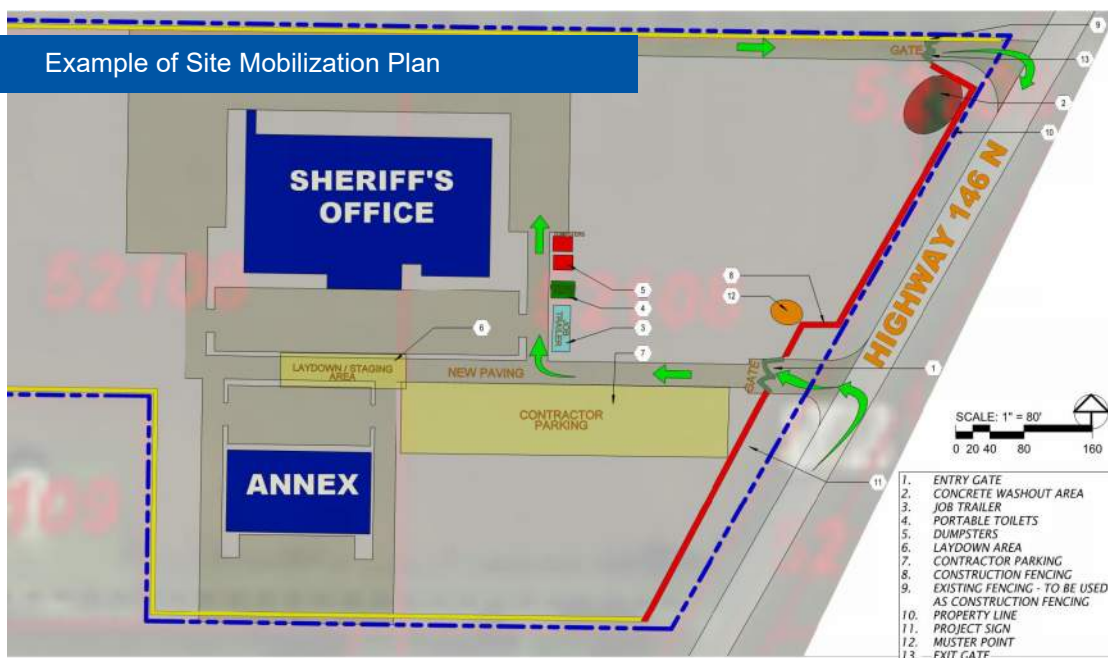
Our approach to any project's mobilization begins early, during the Preconstruction Phase of the project. We visit the site as the documents are developed, and develop Existing Condition Analysis.

Aerial Analysis by FAA Certified Drone Operator



As the project documents are refined, and the site plan is developed, we will work closely with the engineers and stakeholders to develop a Site Mobilization Plan, that maximizes the site's space to safely and efficiently access the project, stage material, and minimize weather events.

Example of Site Mobilization Plan



EFFECTIVE SITE MANAGEMENT

Once the project breaks ground, our team will adhere to the Site Mobilization Plan. Earthwork crews will establish drainage and storm water detention early, while establishing final paving as soon as possible.

Proactive Site Grading and Drainage

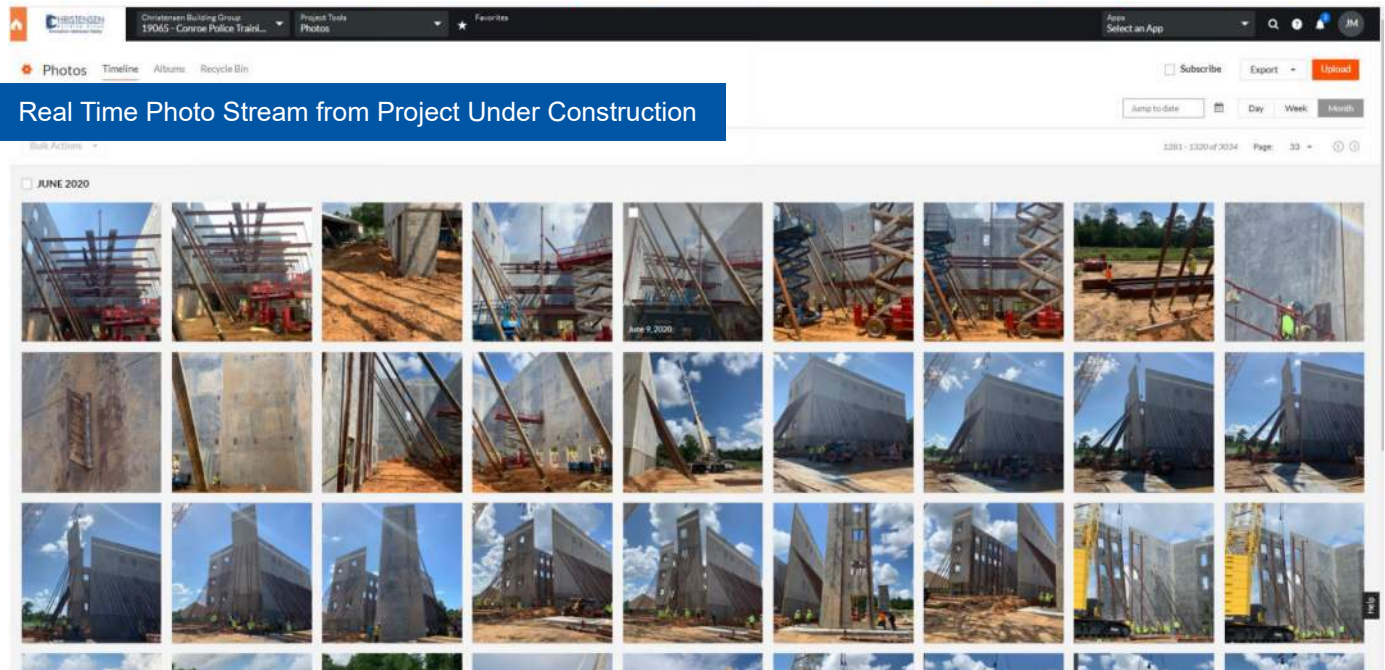


STREAMLINED COMMUNICATION

PROCORE

During construction our utilization of PROCORE will ensure a seamless review and approval process. It will allow our team to closely coordinate and monitor utility infrastructure, special building systems, and close-out procedures. All communications and documentation will be centrally located and cloud based allowing secure and immediate access to stakeholders.

Field reports and project photos will be streamed in REAL TIME with the project stakeholders allowing an unprecedented feed of data, keeping the team connected and informed.



E. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar work that may or may not be included in Section C.

Full Name and Title: Ken Kreger, Fire Chief

Firm Name: City of Conroe, Conroe Fire Department

E-mail Address: kkreger@cityofconroe.org

Telephone Number: 936-522-3080

Full Name and Title: Jeffrey Gerber, CEO

Firm Name: PGAL Architects

E-mail Address: JPGerber@pgal.com

Telephone Number: 713-622-1444

Full Name and Title: Karl Miller, Director

Firm Name: City of Bellaire

E-mail Address: kmiller@bellairetx.gov

Telephone Number: 713-662-8109

Full Name and Title: Rob Axelson, Owner Representative

Firm Name: AXE Interests LLC

E-mail Address: axelInterests@protonmail.com

Telephone Number: 832-545-6565

Full Name and Title: Ray Sidwell, Chief

Firm Name: Harris County ESD 48

E-mail Address: ray.sidwell@hcesd48.org

Telephone Number: 832-840-7307

Full Name and Title: Jeff Kilgore, CEO

Firm Name: Kilgore Industries

E-mail Address: jkilgoreind.com

Telephone Number: 281-728-5333

Full Name and Title: Amy Ramon, Fire Chief

Firm Name: Cy-Fair Fire Department

E-mail Address: amy.ramon@cyfairfd.org

Telephone Number: 281-550-9649



CHRISTENSEN BUILDING GROUP

Phone: 281-206-4418 | E-Mail : marketing@christensenbuilding.com

Website : www.christensenbuilding.com



January 11, 2021

The City of Friendswood
ATTN: Hailee Medwedeff, CFM
15355 Blackhawk Blvd.
Friendswood, TX 77546

Dear Ms. Medwedeff,

Christensen Building Group greatly appreciates the opportunity to be selected as the Construction Manager-At-Risk for the Friendswood Fire Station 2 Reconstruction & Training Field Upgrades.

As requested, we have developed a preconstruction services proposal to include the following items:

- Work closely and attend regular meetings with the City and PGAL.
- Establish project approach, phasing, consult on building materials, systems, and equipment.
- Provide input to help prepare and make updates to the project schedule.
- Identify long lead items and establish a critical path for project schedule.
- Provide construction estimates at each phase of design, including vendor, supplier, subcontractor, and market pricing input.
- Provide thorough constructability reviews through the design phase.
- Establish a GMP and construction schedule based on completed Construction Documents.
- Publicly advertise and receive proposals from qualified subcontractors, vendors, and suppliers.

Our proposed lump sum fee to provide preconstruction services for the Friendswood Fire Station 2 Reconstruction & Training Field Upgrades is **\$23,344.00**.

Once you have reviewed our proposal, please feel free to contact us for additional information if needed.

A handwritten signature in black ink, appearing to read 'Jimmy McBee', with a stylized flourish at the end.

Jimmy McBee

Vice President of Preconstruction | Christensen Building Group, LLC

THE STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

**STANDARD AGREEMENT FOR
CONSTRUCTION MANAGER-AT-RISK**

THIS AGREEMENT, entered into as of this 1st day of February, 2021, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Christensen Building Group, 15425 North Freeway, Suite 330, Houston, TX 77090 (hereinafter called the "CONSTRUCTION MANAGER") acting herein by Mark Christensen, Officer-in-Charge hereunto duly authorized:

WITNESSETH THAT:

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

ARTICLE I: WORK

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

Fire Station #2 Reconstruction & Training Field Upgrades

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

**Reconstruction of Fire
Station #2 and upgrades to its adjacent training field**

- 1.3 The Construction Manager will exercise its best skill and judgment in furthering the interests of the City; to furnish efficient construction, construction administration, management services, and supervision. The Construction Manager shall furnish at all times an adequate supply of qualified workers and materials, and to perform the Work in an expeditious and economical manner consistent with the City's wishes and Scope.

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by PGAL, Inc., 3131 Briarpark Dr., Suite 200, Houston, TX 77042, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned

to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The date of Commencement of Contract Time for the Preconstruction Phase shall be the date of this agreement. The Contract Time shall be measured from the Date of Commencement. The Preconstruction Phase shall have Final Completion and be ready for the Construction Phase in accordance with the General Conditions within one hundred eighty (180) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The date of Commencement of Contract Time for the Construction Phase shall be the date of the acceptance by the City of Friendswood Council of the Guaranteed Maximum Price.
- 3.3 The Work shall be Substantially Complete within three hundred and sixty (360) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.4 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within four hundred (400) calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: CONTRACT PRICE

- 4.1 The Contract Price for the Preconstruction Phase shall not exceed the proposed amount of twenty-three thousand three hundred forty-four dollars and no cents (\$23,344.00). The City shall pay the Construction Manager for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Request For Proposal Form.
- 4.2 It is the intent of the City that the Guaranteed Maximum Price is to be determined based on complete Contract Documents. This amount shall be inclusive of the Construction Manager-at-Risk's fee, Materials Testing, and all other requirements necessary to build a complete and functional facility. The City shall pay the Construction Manager for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Request For Proposal Form.
- 4.3 The Construction Manager shall not incur any costs associated to be reimbursed as part of the Cost of the Work prior to the commencement of

the Construction Phase, unless the City has approved such costs in writing.

- 4.4 The City and the Construction Manager recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Construction Manager agree that as liquidated damages for delay (not as a penalty) the Construction Manager shall pay the City five hundred Dollars (\$500.00) for each day, following a thirty (30) day grace period, that expires after the time specified in Article 3.3, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.5 After Substantial Completion, if the Construction Manager shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.4 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Construction Manager shall pay the City one thousand Dollars (\$1,000.00) for each day, following a thirty (30) day grace period, that expires after the time specified in Article 3.4, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment. Construction Manager's total maximum liability under Paragraphs 4.4 and 4.5 shall not exceed three percent (3%) of the total Agreement value.
- 4.6 Construction Manager agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: PAYMENT PROCEDURES

- 5.1 The Construction Manager shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 5.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 5.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 5.4 and 5.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.

5.4 Retainage prior to Substantial Completion; if the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).

ARTICLE VI: INTEREST

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

ARTICLE VII: CITY REPRESENTATIONS

7.1 The City shall provide information with reasonable promptness regarding requirements for and limitations to the Work.

7.2 During the Preconstruction Phase the City shall supply the Construction Manager any and all Environmental Tests, Geotechnical Tests, Surveys, and reports.

7.3 The City shall contract separately from the Construction Manager and the Design Professional, a qualified Laboratory for materials testing.

7.4 The City shall have a designated representative on site and during all major parts of the Work. The City's designated representative shall be the City Project Manager.

7.5 The City shall retain the services of a Design Professional during the Preconstruction and Construction Phases.

7.6 The City shall pay for all fees and permits required for the Work with the exception of trade registration which shall be paid by the trades.

ARTICLE VIII: CONSTRUCTION MANAGER'S REPRESENTATIONS

The Construction Manager's Responsibilities shall be set in two (2) phases; the Preconstruction Phase (8.1) and the Construction Phase (8.3). The City and the Construction Manager may agree, with the consultation of the Design Professional, to commence with the Construction Phase prior to the completion of the Preconstruction Phase, in which case, both phase shall proceed concurrently. At such time of agreement, the Construction Manager shall designate a representative authorized to act on behalf of the Construction Manager with respect to the Project Construction.

8.1 PRECONSTRUCTION PHASE

- A. The Construction Manager shall provide a preliminary evaluation of the City's program, schedule, and construction budget, each in terms of the other.
- B. The Construction Manager shall schedule and conduct meetings with the City and the Design Professional to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
- C. The Construction Manager shall advise the City and the Design Professional on proposed site use and improvements, selection of materials, building systems, and equipment.
- D. The Construction Manager shall provide recommendations consistent with the Project Requirements to the City and Design Professional on constructability, availability of materials and labor, time requirement for procurement of materials, installation and constructions, and factors relating to construction costs, but not limited to the cost of alternative designs, materials, preliminary budgets, life-cycle data, and possible cost reductions.
- E. The Construction Manager shall prepare a Project Schedule once all the requirements of Paragraph 8.1.D have been sufficiently identified. This Project Schedule shall be update with each meeting. The Project Schedule shall coordinate and integrate the Construction Manager's Services, the Design Professional's Services, the City's Services and Responsibilities, and identify items that could affect the Work's timely completion. The Project Schedule shall include submission of the Guaranteed Maximum Price, the times of commencement and completion required for each subcontractor and product, approval of submittals, and Work milestones.
- F. The Construction Manager shall provide recommendations with regard to accelerated or fast-tracked scheduling, procurement or phased construction. The Construction Manager take into consideration cost reduction, cost information, constructability, and

procurement and construction scheduling issues.

- G. The Construction Manager shall prepare preliminary estimates of the Cost of the Work based on the preliminary design and other design criteria prepared by the City and the Design Professional, using volume or similar estimating techniques and submit to the City and the Design Professional for review. The City shall either approve or decline the Cost Estimate. If the City, Construction Manager, or the Design Professional suggests alternative materials or systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. The Construction Manager shall inform the City and the Design Professional when the latest updated estimate exceeds the Guaranteed Maximum Price and make recommendations for corrective actions.
- H. The Construction Manager acknowledges that the drawings and specifications will be subject to further development that is consistent with the Guaranteed Maximum Price and is obligated to perform the Work in accordance with the Contract Documents approved by the City in return for payment by the City of an equal actual cost of the Work up to but Not To Exceed the Guaranteed Maximum Price.

8.2 GUARANTEED MAXIMUM PRICE AMENDMENT

- A. When the Drawings and Specifications are sufficiently complete to enable detailed Guaranteed Maximum Price (GMP) to be prepared for the entire project clearly itemizing the costs of each component (such as site work, demolition, concrete, masonry, thermal moisture protection, roofing, doors & windows, finishes, plumbing, HVAC, electrical, and like items) the Construction Manager shall prepare a GMP and submit it to the City for approval. The GMP shall be the sum of the direct cost of the Work, general requirements, Construction Manager's Fee for services, plus the guaranteed not-to-exceed general condition items, the Construction Manager's estimated cost of all work within the scope defined by this Agreement, the Construction Manager's contingency, and the City's Allowances. The GMP shall not include any other project expenses not directly involved in the scope of construction included in this Agreement, such as site acquisition, professional design fees, site survey, material testing fees, financing costs, or other contract costs for contracts directly with the City.
- B. To the extent that the Drawings and Specifications are anticipated to require further development by the Design Professional, the

Construction Manager shall provide within the GMP a not-to-exceed item for further development consistent with the Contract Documents and reasonably inferable therefrom. The proposed GMP will include a contingency which may be used by the Construction Manager only with prior written approval from the City to cover:

1. The amount of any excess of the amount bid by the successful Subcontractor for any Construction Work over the respective amount for that Construction Work in the Guaranteed Maximum Price Amendment, but not Construction to be performed by the Construction Manager.
 2. The amount of any other Actual Cost of the Construction Work to be performed by a Subcontractor but not Construction to be performed by the Construction Manager.
- C. The only budget line items within the Guaranteed Maximum Price Amendment that may be adjusted are:
1. The Contingency.
 2. Amounts in the line items covering Construction Work to be performed by the Subcontractors (but not work to be performed by the Construction Manager or the Construction Managers Fee).
- D. The Construction Manager shall include with the Guarantee Maximum Price Amendment a written statement of its basis which shall include the following:
1. A complete list of all the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract.
 2. A list of clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price. All clarifications and assumptions shall identify an associated value.
 3. A schedule of values for the proposed Guaranteed Maximum Price, including estimated cost of the Work organized by trade systems or categories, allowances, contingency, general conditions, and Construction Managers Fee.
 4. A list of work to be performed by the Construction Manager.

5. A detailed Critical Path method schedule.
 6. A date sixty (60) days from the date of the Guaranteed Maximum Price Amendment Proposal for the City to accept the Guaranteed Maximum Price.
 7. A list of allowances and a statement on their basis.
- E. In preparing the Construction Manager's GMP proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of Work but not included in a Change Order. The Construction Manager's contingency shall only be available for use to cover Construction Manager's cost, expenses, overhead, and profit, attributable to:
1. Refinement of the design details within the Scope of Work and standards quality on which the GMP is based.
 2. Cost due to general area wide labor disputes.
 3. Increases in bid or purchase order agreements.
 4. Labor disputes within manufacturing or transportation industries causing delays of materials or equipment not the fault of the Construction Manager.
 5. The Construction Manager's contingency SHALL NOT be available for:
 - a. Overruns in General Conditions.
 - b. Work performed by the Construction Manager.
 - c. City increases in Allowances.
 - d. Changes in the Scope of Work including material or design changes.
 - e. Performance of Corrective or unacceptable work.
- F. Construction Manager shall be required to obtain three (3) written quotes for procurements under Fifty Thousand Dollars (\$50,000.00). The Construction Manager shall formally bid and obtain a minimum of three (3) bids for all work Fifty Thousand

Dollars (\$50,000.00) and over, including work related to general conditions, which shall not be included as part of the Direct Cost of the Work. The management fee for general conditions will be included in the Construction Manager's base fee. If the Construction Manager is capable and desires to perform a portion of the Direct Work, the Construction Manager will be considered on the basis of a subcontract with a lump sum price competitively bid for that portion of the Work.

- G. There shall be no sales, consumer, use or other similar taxes included in the GMP being the City is a Tax Exempt entity.

8.3 CONSTRUCTION PHASE

- A. The Construction Phase shall begin on the mutual agreement of the City, the Design Professional, and the Construction Manager and a Notice to Proceed shall be issued by the City.
- B. Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontractors or other lawful agreements. The Construction Manager shall develop a list of subcontractors, material suppliers, manufacturers, and equipment vendors. Said list shall comply with the following:
1. Any portion of the Work that is estimated to be under \$50,000 shall have a minimum of three (3) written quotes for the work/materials/equipment.
 2. Any portion of the Work that is estimated to be over \$50,000 shall be advertised for Bids or Proposals in accordance with Texas Statute — Government Code Chapter 2269, Subchapter F.
 3. All Contracts and proposals shall be approved by the City before they are awarded.
- C. Subcontractors or other lawful agreements shall conform to all applicable provisions under this agreement.
- D. The Construction Manager shall schedule and conduct progress meetings to discuss such matters as procedures, progress, scheduling, and status of the Work. The Construction Manager shall prepare and distribute minutes if such meeting to the City and the Design Professional within seven (7) calendar days of the meeting.

- E. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual cost for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and estimated costs and report variances to the City and Design Professional and shall provide this information in its monthly reports.
 - F. The Construction Manager shall make available the accounting of the project to include the Accounts Receivable, Accounts Payable, and Payroll.
 - G. The Construction Manager shall provide a critical path method schedule and shall be updated previous to each progress meeting.
- 8.4 The Construction Manager has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.5 The Construction Manager has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.6 The Construction Manager is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.7 The Construction Manager has correlated the information known to the Construction Manager, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.8 The Construction Manager has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Construction Manager has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Construction Manager, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.9 The Construction Manager shall provide compliance with and inspections of all applicable laws, ordinances, rules, orders, regulations, and codes of federal, state, and local governments relating to the performance of the Work, including but not limited to Form Surveys and ADA/TAS Inspections.

ARTICLE IX: THE CONTRACT DOCUMENTS

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

- 9.1 Document 00105 – List of Drawings (to be included in the GMP Amendment).
- 9.2 Document 00115M – Instructions to Proposers.
- 9.3 Document 00301M – Guaranteed Maximum Price Form.
- 9.4 Document 00310 – Child Support Affidavit.
- 9.5 Document 00401 – Standard Agreement for Construction Manager-At-Risk (this agreement, pages 1 through 16 INCLUSIVE).
- 9.6 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.7 Document 00440 – Wage Scale for Architectural Projects Drawings (to be included in the GMP Amendment).
- 9.8 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 9.9 Document 00455 – Storm Preparation Policy.
- 9.10 Document 00460 – Hazardous Communications Policy.
- 9.11 Document 00465 – Homeland Security Policy.
- 9.12 Document 00470 – Performance Bond Drawings (to be included in the GMP Amendment).
- 9.13 Document 00475 – Payment Bond Drawings (to be included in the GMP Amendment).
- 9.14 Document 00500M – General Conditions Drawings (to be included in the GMP Amendment).
- 9.15 Document 00600 – Supplemental Conditions Drawings (to be included in the GMP Amendment).
- 9.16 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents Drawings (to be included in the

GMP Amendment).

9.17 Addenda as issued Drawings (to be included in the GMP Amendment).

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

ARTICLE X: MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions. The General Conditions are to be negotiated at a later date in connection with the Guaranteed Maximum Price Amendment.

A. The term "Contractor" when used in the Technical Specifications, Special Specifications, and Special Provisions shall mean the Construction Manager.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 The City and the Construction Manager each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Construction Manager, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

10.5 The Construction Manager shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities applicable to its performance under this contract. The

governing law shall be the Statutes of the State of Texas.

ARTICLE XI: ADDRESSES FOR GIVING NOTICES

11.1 The City:

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

11.2 The Construction Manager:

Christensen Building Group
15425 North Freeway, Suite 330
Houston, TX 77090

ARTICLE XII: VENUE

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

ARTICLE XIII: TERMINATION OR SUSPENSION

13.1 Termination Prior to Establishment of the Guaranteed Maximum Price.

- A.** Prior to the execution of the Guaranteed Maximum Price Amendment, the City may terminate this Agreement upon no less than seven (7) days' written notice to the Construction Manager for the City's convenience and without cause, and the Construction Manager may terminate this Agreement upon not less than seven (7) days' written notice to the City for the reasons set forth in General Conditions.
- B.** In the event of termination of this Agreement pursuant to Paragraph 13.1.A of this Agreement, the Construction Manager shall be equitably compensated for all approved Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Agreement exceed the compensation as set forth in Article IV of this Agreement.
- C.** If the City terminates this Agreement pursuant to Paragraph 13.1.A of this Agreement, after the commencement of the Construction Phase but prior to the Execution of the Guaranteed Maximum Price Amendment, the City shall pay the Construction Manager an amount

calculated as follows, which amount shall be in addition to the Construction Manager under Paragraph 13.1.B of this Agreement:

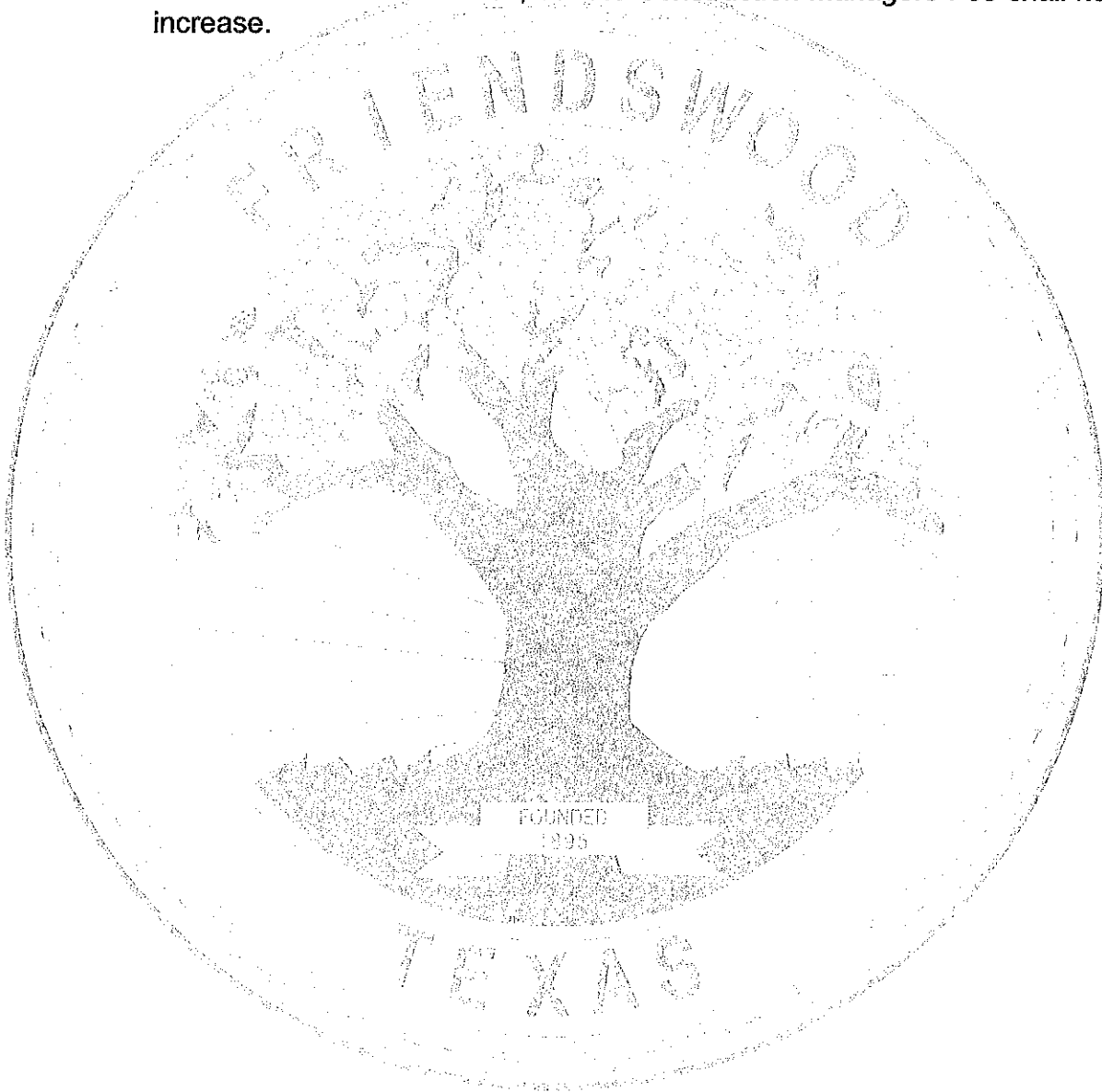
1. The Cost of the Work incurred by the Construction Manager to date of Termination.
 2. Add the Construction Manager's Fee computed upon the Work to date of Termination at the rate amount Request For Proposal.
 3. Subtract aggregate of previous payments made by City for Construction Phase Services.
- D. The City shall pay the Construction Manager fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Construction Manager which the City elects to retain and which is not included in Paragraph 13.C.1. In the event that the City elects to take legal assignment of subcontractors, purchase orders, and rental agreements, the Construction Manager shall, as a condition of receiving payments referred to in this Article, execute and deliver such papers and take all such steps, including legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Construction Manager under such subcontracts, purchase orders, or rental agreements. All subcontracts, purchase orders, and rental agreements entered into by the Construction Manager shall contain provisions allowing for assignment to the City as described above.

13.2 Termination Subsequent to Establishing of the Guaranteed Maximum Price.

- A. Following the execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Paragraphs 13.2.B or 13.2.C below, this Agreement may be terminated as set forth in General Conditions.
- B. If the City terminates this Agreement after Execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to General Conditions shall not exceed the amount the Construction Manager would otherwise have received pursuant to Paragraphs 13.1 and 13.2 of this Agreement.
- C. If the Construction Manager terminates this Agreement after Execution of the Guaranteed Price Amendment, the amount payable

to the Construction Manager pursuant to General Conditions shall not exceed the amount the Construction Manager would otherwise have received pursuant to Paragraphs 13.1 and 13.2 of this Agreement.

- 13.2 The Work may be suspended by the City as provided for in General Conditions. The Contract may request a change in Contract Time and/or Guaranteed Maximum Price, but the Construction Managers Fee shall not increase.



**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONSTRUCTION
MANAGER-AT-RISK**

EXECUTED IN Four (4) counterparts (each of which is an original) on behalf of the Construction Manager by Mark Christensen its Officer-in-Charge shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 1st day of February, 2021.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONSTRUCTION MANAGER:

CITY OF FRIENDSWOOD, TEXAS

Christensen Building Group

MAYOR

BY: 
Officer-in-Charge

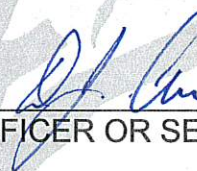
DATE:

DATE: 1/22/2021

ATTEST:

ATTEST:

CITY SECRETARY


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

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: February 1, 2021

Date submitted: 1/12/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approval of an agreement with Core Construction regarding preconstruction services for the Public Safety Building Expansion project and authorizing the Mayor to execute the contract

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November 2019, voters approved a bond proposition which included approximately \$5M for the expansion of the existing Public Safety Building. This facility is located at 1600 Whitaker Drive and is utilized by the Friendswood Police Department, Municipal Courts, and Fire Marshal's Office. The expansion is to be constructed on the same parcel.

The City recently issued a Request for Qualifications for Preconstruction Services related to the project. There were 15 responses received. The responses were evaluated by Engineering, FMO, and PD staff.

The top three scoring firms were interviewed after which the Selection Committee collectively agreed upon the firm they felt would be the best fit for the City.

Core Construction was tabbed as the Selection Committee's choice for its strong qualifications and experience. They have an extensive portfolio of municipal, police, and emergency operations facilities and vast experience working on Construction Manager at Risk contracts.

In July 2020, Council approved a reimbursement resolution to allow advance funding up to \$1 million for expenditures related to the Public Safety Building expansion and Fire Station #2 renovation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Upon approval of a contract with Core Construction, they will immediately enter into the Preconstruction Services Phase of the project. Core's proposal is for \$20,000.

Core will work closely with PGAL and the City Engineering Department in the development of plans and specifications for the project. A Guaranteed Maximum Price (GMP) will be established and presented to the City Council at a later meeting.

RECOMMENDATIONS

City staff recommends authorization of the contract with Core Construction for the Preconstruction

Services Phase of the Public Safety Building Expansion project.

ATTACHMENTS

1. Core Response to RFQ
2. Precon Proposal - Friendswood Building Expansion REV 1
3. 00401 - Standard Agreement for Construction Manager-at-Risk - PSB Expansion - PE



RFQ | CMAR SERVICES PUBLIC SAFETY BUILDING EXPANSION

PROPOSAL DUE
19 November 2020

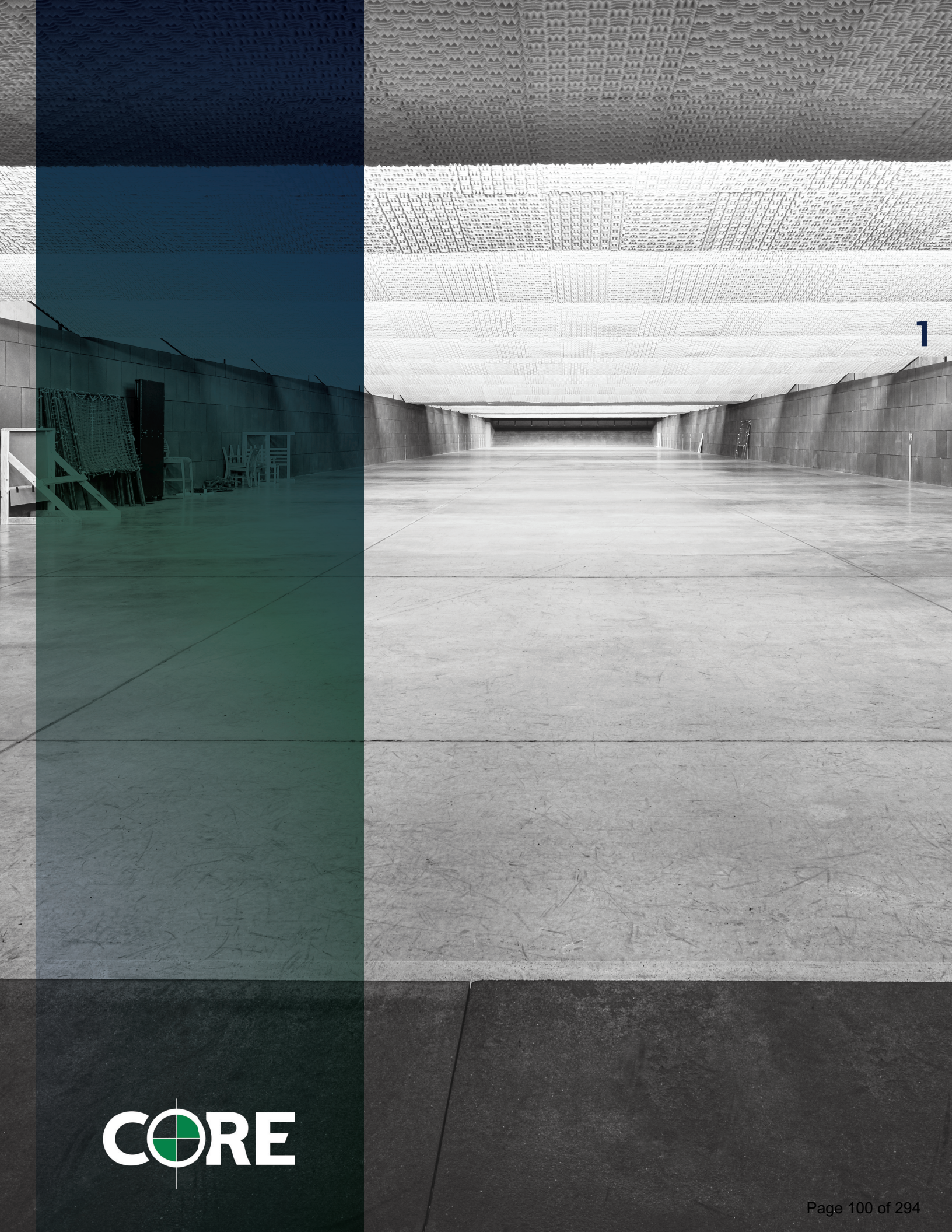


One Sugar Creek Center Blvd., Suite 320
Sugar Land, TX 77478
www.coreconstruction.com



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Cover Letter

November 19, 2020

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

Re: RFQ | CMAR | Public Safety Building Expansion

Dear Selection Committee Members:

CORE Construction (CORE) is pleased to submit our Request for Qualifications to perform Construction Manager at Risk (CMAR) Services for the Public Safety Building Expansion for the City of Friendswood (the City). We proudly offer a proven team of construction professionals with significant and relative experience, who are available and eager to provide exceptional services on your project. CORE was founded in 1937 and has been considered a premier Texas builder for over 30 years. We have more than 1,200 employees nationwide, and offer CMAR, Design-Build, and General Contracting services. Our outstanding reputation for excellent client service has enabled CORE to earn the repeat business of hundreds of clients.

As your CMAR, our team will utilize the lessons learned and best practices gained through our Public Safety experience to ensure a highly efficient and durable, technologically-equipped and cost-effective Public Safety Building Expansion that allows for the City of Friendswood to continue to provide the community with excellent and responsive services. Listed below are a few considerations that reinforce why CORE would be an exceptional selection for your project:

- **Unparalleled Public Safety Experience** - CORE has successfully completed over 200 Public Safety facilities in the last 30 years. We are proud to be a Public Safety builder and consider this type of construction to a specialty. Some recent projects include Town of Marana Police Headquarters, Collin College Public Safety Training Facility, City of Dallas South Central Police Station, City of Eloy Police Headquarters, City of Maricopa Police Substation, City of Casa Grande Public Safety Complex, Town of Queen Creek Public Safety Complex, City of Coppell Police Headquarters Renovation, City of Red Oak Police + Fire Station, City of Dallas Police Bexar Street Renovation, City of Tolleson Justice Center, Arizona State University Police Headquarters and City of Mesa Regional 911 Dispatch + Jail Expansion.
- **Unmatched Preconstruction and Virtual Construction Services** - We understand the importance of delivering a project of the highest quality, that is both on time and within budget. Our Preconstruction and Virtual Construction team members work collaboratively to help manage and control project cost, schedule and level of quality.
- **Leader in CMAR Delivery** - CORE has a proven track record of delivering construction excellence on more than 800 CMAR projects. Our proposed Project Team will work with the City of Friendswood and the Design Team to provide options and valuable solutions from the beginning stages of programming, through preconstruction, construction and warranty.

Thank you for this opportunity.

Respectfully submitted,

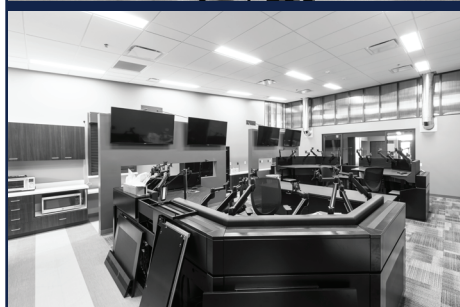
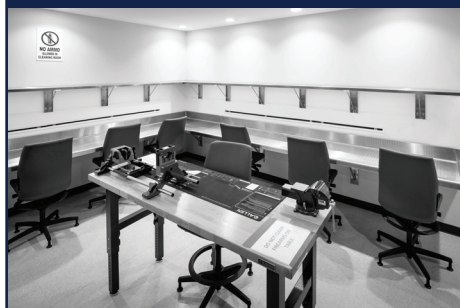
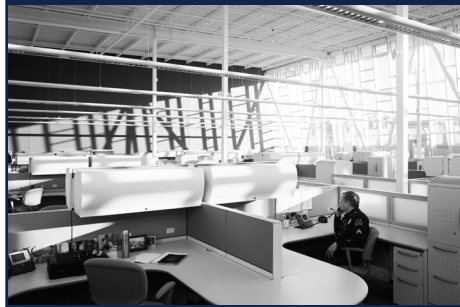


Gary Frazier, President



CORE by the numbers:

800+	CMAR Projects Completed
83	Years in Business
150+	Public Safety Projects Completed
\$1.5B	Municipal Projects Completed
#85	ENR Top 100 Contractors



CORE Construction
One Sugar Creek Center
Blvd., Suite 320
Sugar Land, TX 77478
www.coreconstruction.com



Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization and staffing of your firm.

CORE is a family owned construction company founded in 1937, which has grown from a small masonry company in Illinois to a national General Contractor with twenty regional offices. Our portfolio consists of both private and public sector work across the United States. CORE provides exceptional building services in a variety of construction disciplines and offers more than 30 years of experience as a public safety construction company.

With each project we undertake, we offer you the resources of over 1,200 employees and a bonding capacity of over \$1.5 billion. CORE embraces leading edge technology and matches it with vast hands-on experience to ensure world-class projects for complete client satisfaction. We will do whatever it takes to make you successful. Our company's primary mission is to earn the trust of our employees, partners, and clients. As a business, we are successful when our clients' projects finish on time, within budget, and of the highest quality.

Year Founded: 1990 (TX) | 1937 (Founding Company)

Firm's Principals: President: Gary Frazier

Vice President: Gary Aanenson

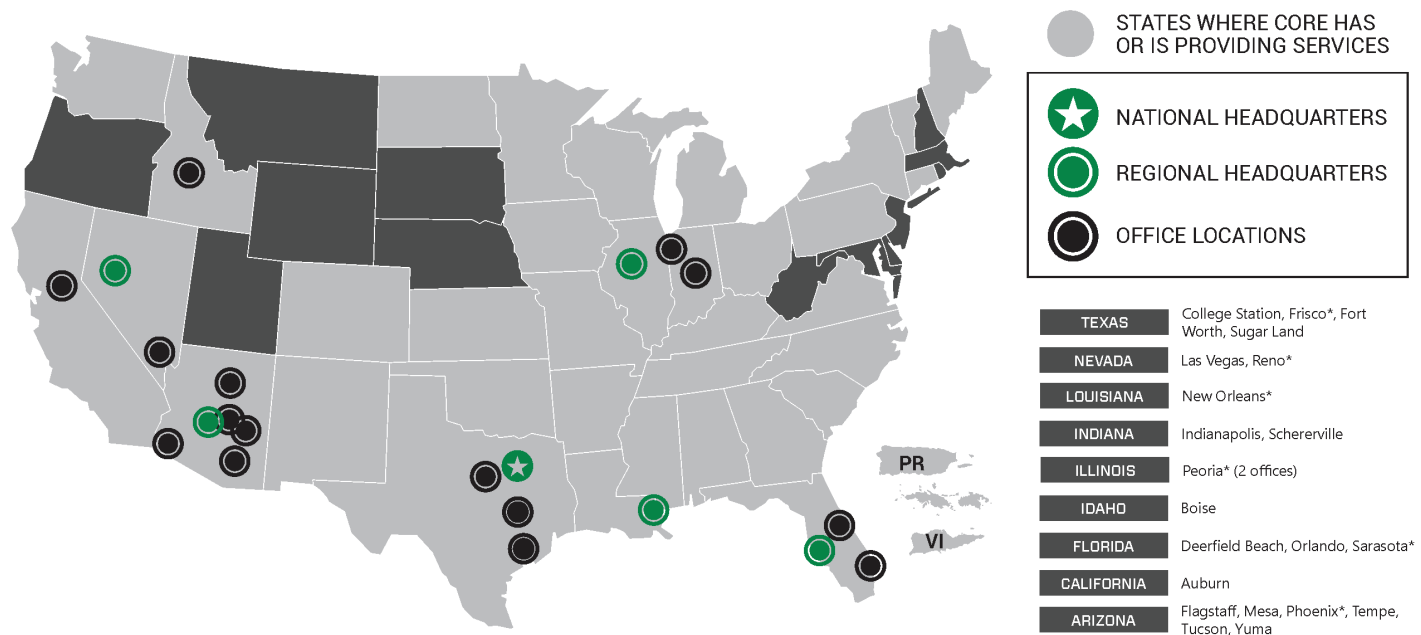
Secretary: Mark Steffen

Treasurer: Mark Steffen

Size of Firm: HQ in Frisco | 100+ Employees

Office Locations: CORE has twenty-one offices in nine states, all of which are fully staffed and operational. In Texas, our headquarters is located in Frisco and we have an additional offices in College Station, Fort Worth and Sugar Land.

WE ARE A **LOCAL** COMPANY WITH
NATIONAL RESOURCES.



CORE CULTURE

A UNIQUE DIFFERENTIATOR

OUR BUSINESS IS THE BUSINESS OF BUILDING

The most essential component of any building is the foundation. With a strong foundation, a building can stand tall for centuries. For a company to stand for centuries, it, too, must also have a strong, solid foundation. At CORE, our foundation is built on trust.

CORE's founder, Otto Baum, set the tone for our culture. At the age of 21, Otto immigrated to the United States from Germany with a simple but bold goal:

To Build Enduring Structures with Integrity.

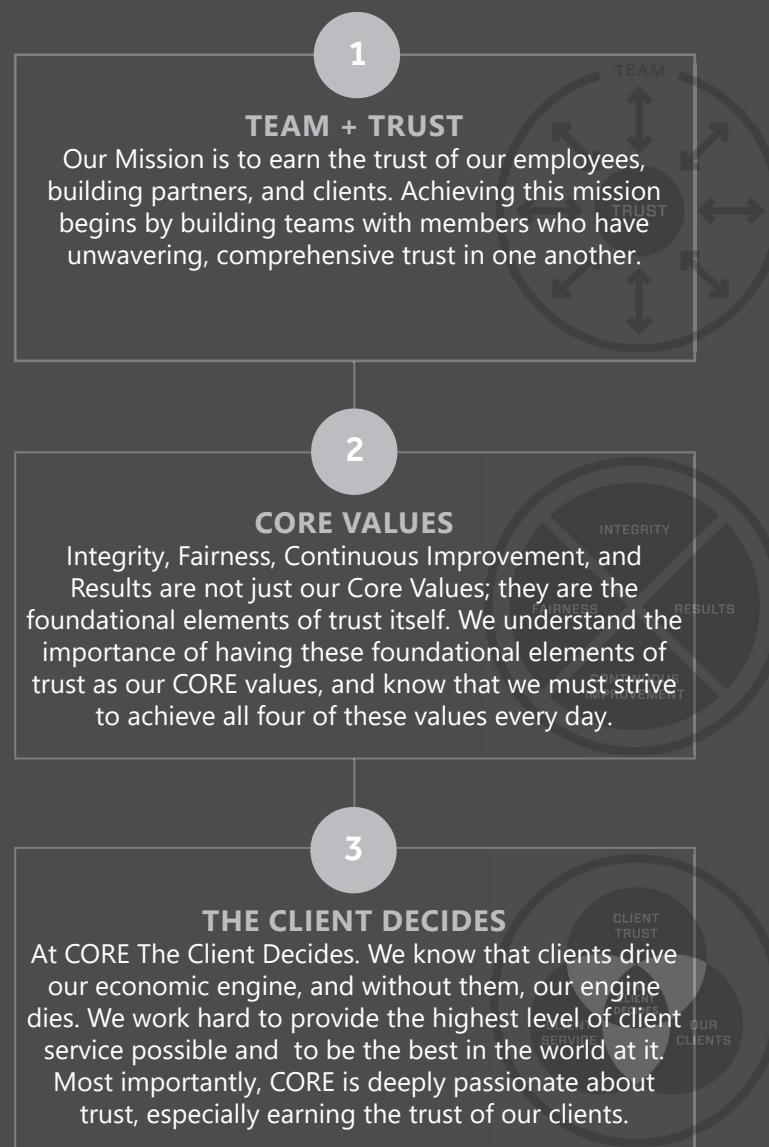
With those same objectives in mind, Otto's children went on to grow the company into a nationally-recognized, respected leader in the construction industry. Throughout the firm's growth, Otto's hard-working, humble, and honest approach to construction has shaped our values and contributed to the thriving company we are today.

This approach has set the ground work for our Core Values, which are maintained not only within our offices in Texas, but at each office throughout the United States. With over twenty-one offices in nine different states, we acknowledge our geographical differences, yet each one of us are joined with these same values and ethics that our founder built for us.

Our mission is to earn the trust of our Employees, Building Partners, and Clients.

Achieving this mission begins by building teams with members who have unwavering, comprehensive trust in one another. Each team member understands the Core Values we stand for: Integrity, Fairness, Continuous Improvement and Results. These Core Values represent foundational elements of trust itself. We are dedicated to earning the trust of our Clients through our commitment to teamwork, our adherence to our Core Values, and our dedication to the belief that The Client Decides.

Our Culture is described in three equally important parts: Team and Trust, Core Values, and The Client Decides.



2. Identify the project manager and each individual 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.



PROJECT EXECUTIVES



GARY FRAZIER
President



GARY AANENSON
Vice President

PROJECT MANAGEMENT



MATT LETLOW
Project Director



LAUREL BRITTAIN
Project Manager

FIELD SUPERVISION



ROBERT SAENZ
Superintendent

PRECONSTRUCTION



STEVEN NORMAND
Director of
PreConstruction

ADDITIONAL VALUABLE RESOURCES



NICHOLE KOTSUR
Public Safety
Director



DANIELLE WILLIAMS
Virtual Construction



JOHN LAPORTE
Safety Director

+6

Additional Estimators

+28

Additional Project Management Staff

+30

Additional Operations Staff

+12

Additional Value Added Staff

CORE believes both projects can be managed by the same Project team with the exception of a dedicated Superintendent on both projects. This will result in saved general conditions for the City of Friendswood.



MATT LETLOW, Project Director

As Project Director, Matt will oversee that the implementation of construction items are completed and will take the lead in all aspects of preconstruction, construction, and closeout. He will oversee budget and scheduling constraints on the Public Safety Building Expansion project. Matt's experience in construction and on municipal campuses will provide expert leadership and organization for the project.

28 YEARS
EXPERIENCE

EDUCATION:

B.S. Construction Management,
Northeast Louisiana University

Fire Science,
Louisiana State University

CERTIFICATIONS:

LEED AP
OSHA 30-Hour
CleanPSB Certified
TEXO Association
(AGC Chapter)

PUBLIC SAFETY TRAINING FACILITY

McKinney, Texas
Collin County CCD
121,729 SF

POLICE HEADQUARTERS

Coppell, Texas
City of Coppell
Renovation

FIRE AND POLICE STATION

Red Oak, Texas
City of Red Oak
Renovation

FIRE STATION #9 | TRAINING CENTER

Frisco, Texas
City of Frisco
14,500 SF



ROBERT SAENZ, Superintendent

Robert will be responsible for the supervision, coordination, and scheduling of subcontractors and suppliers for the entire project. As Superintendent, he oversees all daily field operations for construction progress, site safety and quality control. He researches, reviews and addresses any City of Friendswood requirement or procedure to avoid project delays, ensuring safety, quality and client satisfaction.

28 YEARS
EXPERIENCE

CERTIFICATIONS:

OSHA 30-Hour
EPA Lead Certified
Renovation
CPR Certified
Welding Certification
CleanPSB Certified
TEXO Association
(AGC Chapter)

PUBLIC SAFETY TRAINING FACILITY

McKinney, Texas
Collin County CCD
121,729 SF

POLICE HEADQUARTERS

Coppell, Texas
City of Coppell
Renovation

SOUTH CENTRAL POLICE STATION

Dallas, Texas
City of Dallas
38,000 SF

FIRE STATION NO. 3

Richardson, Texas
City of Richardson
14,090 SF





10 YEARS
EXPERIENCE

EDUCATION:

B.S. Psychology & Biology,
Northern Arizona University

CERTIFICATIONS:

CleanPSB Certified
Certified Emergency Medical
Technician

Nichole recently launched the Clean Public Safety Building (CleanPSB) program to help fight against occupational illnesses by developing and implementing best practices for Public Safety Facilities.

For more information please refer to page XX of this proposal.

NICHOLE KOTSUR, Public Safety Director

Nichole Kotsur's construction industry experience over the past eight years has solely been in the municipal sector and specifically providing oversight and input on CORE's high profile public safety and municipal facilities. She has expert knowledge in all the components of each project's scope and will provide invaluable insight to the team as we progress from project inception through the life of the project. Nichole is hands-on and will be intrinsically involved at project award, throughout preconstruction and construction. She will provide real-time risk analysis information from recent public safety projects to allow for quick decision making for the entire design and construction team.

POLICE HEADQUARTERS

Marana, Arizona
City of Marana
42,324 SF

PUBLIC SAFETY FACILITY

Casa Grande, Arizona
City of Casa Grande
65,000 SF

POLICE SUBSTATION

Maricopa, Arizona
City of Maricopa
8,100 SF

POLICE AND COURT CENTER

Tolleson, Arizona
City of Tolleson
22,420 SF



3 YEARS
EXPERIENCE

EDUCATION:

B.S. Construction Science,
Texas A&M University

CERTIFICATIONS:

CleanPSB Certified
TEXO Association
(AGC Chapter)

LAUREL BRITTAIN, Project Manager

As Project Manager, Laurel is one of CORE's key players when it comes to continuity and a smooth transition into the field. Her strong management skills, preconstruction planning, and integrated project delivery experience creates proficiency in problem solving and communication to keep everyone on the same page. Laurel is commended for leadership, commitment, team development, and building relationships amongst the owner, design teams, and building partners.

PUBLIC SAFETY TRAINING FACILITY

McKinney, Texas
Collin County CCD
121,729 SF

FIRE STATION #9 | TRAINING CENTER

Frisco, Texas
City of Frisco
14,500 SF

FIRE STATION NO. 3

Richardson, Texas
City of Richardson
14,090 SF

FIRE STATION #1

Royse City, Texas
City of Royse City
16,680 SF





STEVEN NORMAND, National Safety Director

18 YEARS
EXPERIENCE

EDUCATION:

B.S. Construction Management,
Michigan State University

CERTIFICATIONS:

OSHA 30-Hour
CAM Scheduling Classes and
Certificates
CleanPSB Certified
TEXO Association
(AGC Chapter)

PUBLIC SAFETY TRAINING FACILITY

McKinney, Texas
Collin County CCD
121,729 SF

FIRE STATION #9 | TRAINING CENTER

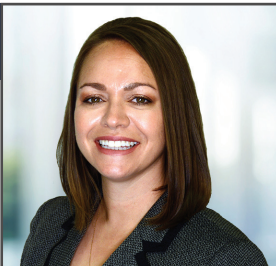
Frisco, Texas
City of Frisco
14,500 SF

FIRE-EMS NO. 1

Westlake, Texas
Town of Westlake
17,834 SF

NEW CITY HALL

College Station, Texas
City of College Station
80,000 SF



DANIELLE WILLIAMS, Director of Virtual Construction

14 YEARS
EXPERIENCE

EDUCATION:

B.E. Construction
Management,
Arizona State University

CERTIFICATIONS:

CleanPSB Certified
TEXO Association
(AGC Chapter)

POLICE HEADQUARTERS

Marana, Arizona
City of Marana
42,324 SF

REGIONAL 911 DISPATCH

Mesa, Arizona
City of Mesa
14,821 SF

PUBLIC SAFETY FACILITY

Queen Creek, Arizona
Town of Queen Creek
35,800 SF

PUBLIC SAFETY TRAINING FACILITY

McKinney, Texas
Collin County CCD
121,729 SF





3

Experience

1. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each Texas project listed in III.C.1. For each, please provide:
 - Project name and location
 - Year completed
 - Short description and project
 - Names, addresses, and phone numbers of owner submitting firm and contact person tasked with daily responsibilities of project.
 - Names, addresses, and telephone numbers of clients.

Below is a comprehensive list of some of our top public safety and fire station projects—illustrating our national expertise.

- Bexar Street Police Substation
- Buckeye Fire Station #704 + Police Substation
- Buckeye Valley Fire Station #326
- Casa Grade Fire Station #504
- Casa Grande Public Safety Facility
- Central Arizona College Police + Fire Training Facility
- Collin County CCD Public Safety Training Center
- Copper Sky Police Substation
- Daisy Mountain Fire Station #142
- Daisy Mountain Fire Station #145 + Admin Building
- Daisy Mountain Fire Station #146
- Dallas Fire Station No #6
- Dallas Fire Station #10
- Dallas Fire Station #32
- Dallas Fire Station #50
- Dallas South Central Police Department
- Fire Station #85 at Hidden Falls
- Florence Fire Station #2
- Frisco Fire Station #6
- Frisco Fire Station #7
- Frisco Fire Station #9 + Training Facility
- Frisco Fire Department Generator
- Frisco Old Central Station and Fire Station #3
- Fort Worth Police Department South Patrol Division Facility - *In progress*
- Garland Police and Property Evidence Building - *In progress*
- Gilbert Public Safety Training Facility
- Henderson Fire Station #91
- Las Vegas Fire Station #3 Replacement, Phase 3
- Las Vegas Fire Station Replacement
- Las Vegas Fire Station #108
- Marana Police Facility
- Maricopa Fire Station #574
- Maricopa Fire Station #571
- Northwest Fire Rescue District Station #337
- Northwest Fire Rescue District Station #341
- Pinetop Fire Station #110
- Pinetop Fire Station #120
- Queen Creek Fire Station #1 + Public Safety Facility
- Raytheon Fire House Renovation
- Red Oak Fire and Police Station Richardson Fire Station #3
- Richardson Fire Station #4
- Richardson Fire Training Center + EMS Center
- Silverbell Fire Station #361
- Solar Installation at Sub City Fire District
- Sundance Crossing Public Safety Facility
- Superstition Fire + Medical Station #265
- Timber Mesa Fire Station #17
- Tolleson Police & Court Center
- Truckee Meadows Fire Station #14
- West Memphis Fire Station #2
- West Memphis Fire Station #3
- Westlake Fire Station #1

SAFETY IS OUR #1 PRIORITY!

CORE has the resources of a Risk Management Department both at the local and national levels. Recognizing that the construction profession is one of substantial risk, we take all aspects of the business, from safety to contract compliance, very seriously. CORE has maintained a .66 average EMR rate over the past three years. We have consistently maintained an EMR rate average well below the industry average of 1.0. We will work closely with all stakeholders of the City of Friendswood Public Safety Building Expansion project to identify and manage all risk-related issues for the project to achieve the most effective solutions.

Predictive Solutions: CORE utilizes predictive solutions (P.S.) safety net on all of our projects. P.S. is an innovative safety management system that enables our project teams to collect accurate information on a daily basis and analyze it, measuring the effectiveness of their site specific safety programs. This software can be conveniently managed through our mobile devices. The software aids in identifying “leading safety indicators” so we can proactively address and implement corrective action steps with our project team members before an incident occurs. Through our continually increasing safety observation data, our preconstruction teams use the information to identify subcontractors who best align with our core safety values to ensure the safest teams possible.



PUBLIC SAFETY TRAINING CENTER

McKinney, Texas

Description: The CCCCD Public Safety Training Center project included the new construction of a 121,729 square foot emergency training services center located in McKinney, TX. The facility functions as a reality-based public safety and law enforcement training center. The emergency training services campus was constructed on a pier and beam foundation with a structural steel frame, brick exterior, and built-up roof. The project also featured two burn buildings for firefighters, multiple firefighting and rescue simulators, three shooting ranges, and classrooms. The CCCCD Public Safety Training Center now serves as the only comprehensive public safety and law enforcement training area in Collin County.

Year Completed:

2018

Construction cost:

\$36,777,533

Owner:

Collin College

Bill King

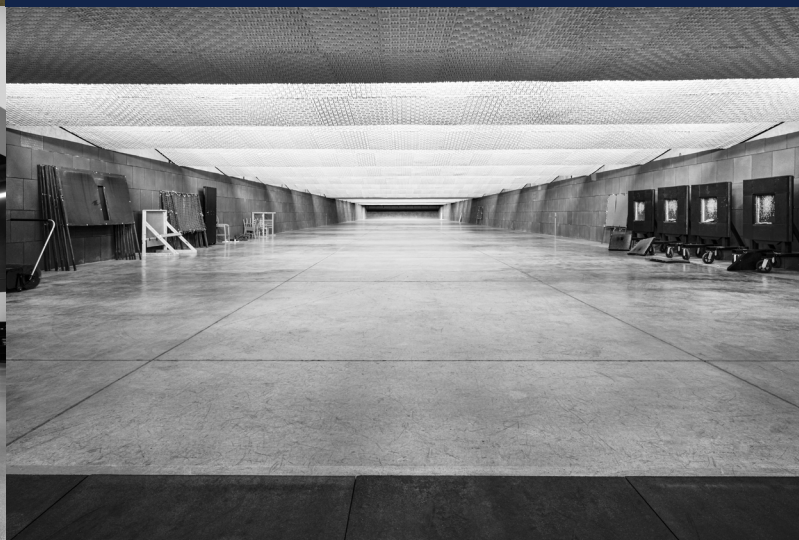
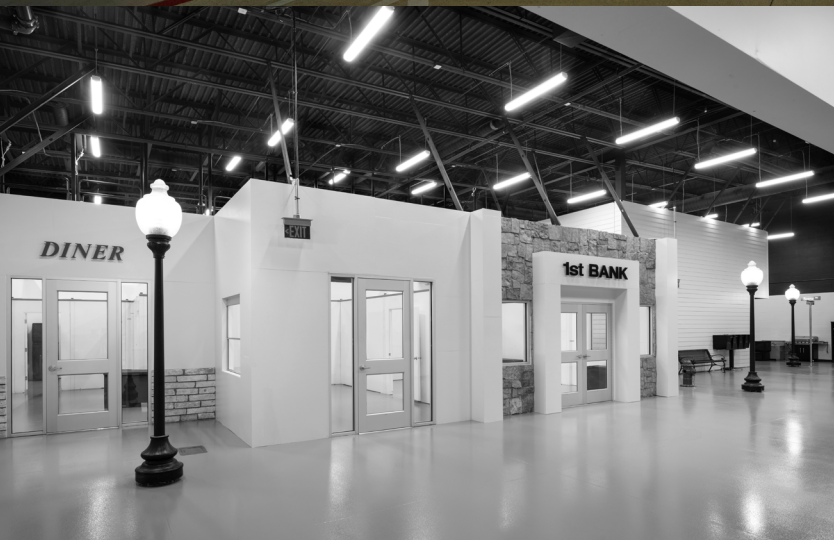
P: 972-985-3796



“
CORE Construction completed the Collin College Public Safety Training Center and various JOC projects. Led by their President Gary Frazier and his team they provide excellent leadership and deliver scope, cost and schedule. I highly recommend CORE.

-Bill King, V.P./Provost
Collin College

”





DALLAS SOUTH CENTRAL POLICE DEPARTMENT

Dallas, Texas

Description: The Dallas South Central Police Substation project included the new construction of a 38,000 square foot municipal law enforcement station located in Dallas, TX. The facility supports the South Central Division of the Dallas Police Department. The law enforcement station was constructed of a structural steel frame and concrete masonry unit block walls, brick veneer, and limestone panel exterior. Recycled wood, metal, concrete, and paper materials were used throughout the construction of the administrative offices, detention cells, records, storage, restrooms, vehicle service bays, and fueling areas. Additionally, utilities and street work were upgraded to meet the law enforcement and safety needs of the community. This project achieved LEED Gold Certification.

Year Completed:

2007

Construction cost:

\$10,974,963

Owner:

City of Dallas

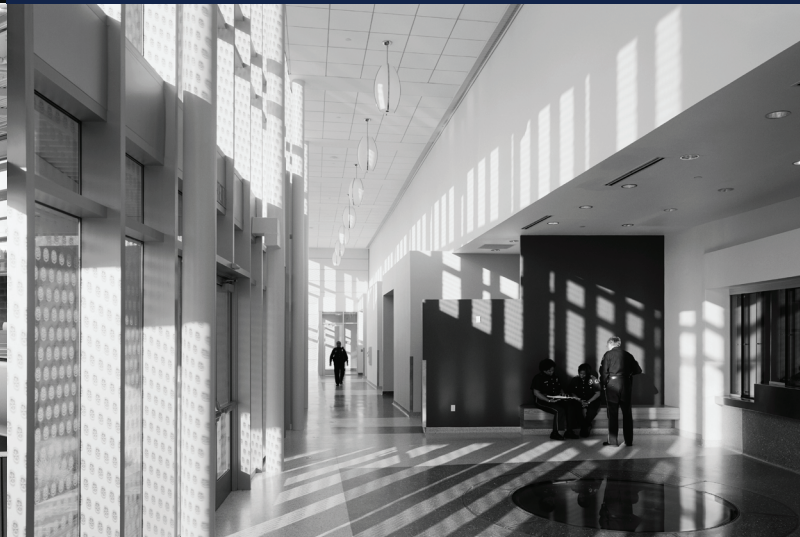
Martha Welch

P: 214-671-5130



“
CORE managed this project effectively and efficiently from start to finish. The Team was prompt with paperwork, proactive in resolving unforeseen issues and finished the project in a timely manner. I look forward to working with CORE again.
 ”

*-Martha Welch, Sr. Architect, Project Manager
 City of Dallas*





MARANA POLICE FACILITY

Marana, Arizona

Description: The Town of Marana Police Facility project included the new construction of a two-story, 42,327 square foot municipal public safety complex located in Marana, AZ. The new facility serves as the headquarters for the Marana Police Department and houses the Administration, Records, and K-9 Units with a holding and detection cell block. The municipal public safety complex was constructed on a concrete foundation with a steel structural frame. An exterior of glazing, concrete masonry unit block, and tile with a built-up roof completed the construction. The project also featured state-of-the-art training facilities with classrooms, a gymnasium, indoor tactical shooting range, and 360-degree virtual training area as well as a community room for both government and public meetings and events, a secured parking lot, and a shared courtyard area with the adjacent Marana Civic Complex.

Year Completed:

2018

Construction cost:

\$17,898,744

Owner:

Marana Police Dept.

Chief Terry Rozema

P: 520-425-6088



“
CORE was up front and accurate with their cost estimation which set the stage for a project that was completed on time and under budget. I can't say enough great things about CORE.

-Terry S. Rozema, Chief of Police Town of Marana





COPPER SKY POLICE SUB STATION

Maricopa, Arizona

Description: The Copper Sky Police Substation project included the new construction of an 8,100 square foot police station located in Maricopa, AZ. The 5.6-acre facility houses the Maricopa Police Department Communications Center, the Property Evidence Unit, Community Action Team, K-9 Unit, and Emergency Operations Center. The police station was constructed using a concrete masonry unit stem wall foundation, a structural steel frame, an exterior insulation finishing system, and a foam roof. The project also features a community training room and K-9 Officer training area. The project achieved LEED Silver Certification.

Year Completed: 2018

Construction cost: \$4,066,092

Owner: City of Maricopa
Chief Steve Shahl
P: 520-316-6888



“
I would work with CORE Construction on any future project based on the dedication and professionalism that was exhibited by your team. Outstanding work by all involved.

-Steve Stahl, Chief of Police City of Maricopa





PUBLIC SAFETY FACILITY

Casa Grande, Arizona

Description: The Casa Grande Public Safety Facility project, built for the City of Casa Grande, included the new construction of a 65,000 square foot municipal public safety facility in Casa Grande, AZ. The facility houses the Police and Fire Department Administrative Headquarters and Emergency Operations for over 100 employees and supports administrative offices, criminal forensics analysis laboratories, detention areas, evidence storage, vehicle impound lot, shooting range, and an indoor fitness track. The municipal public safety facility was constructed of stone and finished as a heavy rubble veneer. The project also included the installation of state of the art audio visual systems in the Emergency Operations Center auditorium and commercial grade kitchen equipment in the central break room as well as a variety of ground covers donated by a local copper mine.

Year Completed: 2011

Construction cost: \$18,400,923

Owner: City of Casa Grande
Ted Hawkins
P: 602-999-8112



“
Construction was remarkable and CORE completed the project on schedule and under budget at exceptional quality. I'd be glad to work with CORE again, it was a great experience.

*-Ted Hawkins, Project Manager
City of Casa Grande*





TOLLESON POLICE AND COURT CENTER

Tolleson, Arizona

Description: The Tolleson Police and Court Center project included the new construction of a 22,420 square foot municipal justice center located in Tolleson, AZ. The facility houses the Tolleson Police Department, Tolleson City Court, and emergency dispatch operations center. The justice center was constructed based on the design of the historical Tolleson Union High School with two exterior flanking pavilions, an artistic water feature, and outdoor civic plaza. The project also features municipal courtrooms, evidence processing and storage vaults, interview and interrogation rooms, locker rooms, briefing and community rooms, fitness center, and three temporary holding cells to accommodate four people each. The project achieved LEED Silver Certification

Year Completed:

2010

Construction cost:

\$7,812,493

Owner:

City of Tolleson

Chief Wayne Booher

P: 602-320-0300



“
CORE clearly exceeded my expectations. Each CORE representative always provided the highest degree of customer service and attention. I would highly recommend CORE to anyone.

-Wayne Booher, Chief of Police City of Tolleson





4

Project Methodology

The strategies and methods by which the work is to be performed must be included in the proposal and detailed sufficiently enough to allow the city to determine compatibility of the approach to the city's overall goals. A detailed work plan for the proposed project should be included.

CORE has been putting CMAR construction into place for over 30 years. During this time-frame, our approach, processes, and methods have been refined into an efficient, client-driven process. Our holistic approach to each process during the preconstruction phase is crafted to create a seamless transition from design through preconstruction, construction, close out and warranty period. In doing so, CORE will provide you with a singular plan, using singular language and systems from start to close.

At CORE, we are all one team – we believe that no silos should exist, especially in a CMAR project. Our entire team is dedicated to completing this project with zero safety incidents, on-time, on-budget, and with no impact to the surrounding community and buildings.

OVERALL APPROACH + METHODOLOGY

CORE's seamless approach to every project is backed up and supported by our fine-tuned deliverables: Schedule, Quality Control Plan, Site-Specific Safety Plan, Building Information Model and Integrated Budget Estimate. Each one of these deliverables are created not only by the preconstruction team, but also by the team who will construct your job.

Team communication is the foundation to achieving the best value out of every phase of the project. At CORE, we place a heavy emphasis on maintaining an open-book process from inception to close out and warranty, and we plan on doing nothing short of that for the City of Friendswood.

We believe that this promotes teamwork and ensures that collaboration, coordination and communication is held to the highest standard possible – this is crucial for the success of a CMAR project.

PRECONSTRUCTION + OPERATIONS: A SUCCESSFUL + SEAMLESS TEAM

CORE's approach to performing preconstruction services will be to identify and mitigate extensive project risk while laying the foundation for jobsite safety, enhanced construction quality and the delivery of the finalized program on time and under budget.

Most importantly, we will perform preconstruction services in a completely transparent format. In other words, our pricing, subcontractors, scopes of work and every aspect of preconstruction will be performed open book.

The entire team will know how every dollar will be spent on our construction site, from the materials to small scopes of labor to our own insurance and fees. Focused construction logistics planning and implementation will be essential to the success of this project.

CORE anticipates to utilize all of our preconstruction services in an effort to ensure the safety of every staff member and visitor, the community, the subcontractors on-site as well as CORE's employees and our building partners.

PROJECT MANAGEMENT PLAN

Bringing on the construction manager early in the process is commendable. During preconstruction, CORE will assist the designers and review typical functions and requirements for this type of facility to assess and confirm your needs.

This detailed approach ensures that all functions are accounted for and included and will set the tone for all decisions that follow throughout the design phase. Given the detailed nature of a public safety facility, this approach will assist in determining your needs, possible enhancements that can be made, and to provide insight as to trends.



The City of Friendswood Public Safety Building Expansion project deserves an experienced CMAR who understands public safety facilities and how to successfully deliver projects on-schedule and on-budget. At CORE, this is what we do. We believe our unmatched portfolio of public safety construction projects has prepared us more than any other contractor. Ultimately, CORE strives to earn your trust as we have the opportunity to help steward the City of Friendswood's resources directed to this project.

INNOVATIVE CONCEPTS

As a leader in the construction of public safety facilities, we have gained experience and knowledge about crucial items and issues that must be addressed while constructing a unique facility such as this. We have already begun thinking about unique and innovated ways to address the following:

Focus Item

First Responders are exposed to contaminants, carcinogens, and high-stress situations. Unfortunate outcomes of these can include cancerous diseases, emotional distress, and PTSD.

The facility will be operational 24/7, 365 days per year. This means that safety and security for staff and visitors despite extreme weather conditions must be taken into account.

When developing a public safety facility, it is imperative that both vehicular and pedestrian way-finding be apparent and logical.

Expansion will come. Despite forecasting and modeling, public complexes will need to evolve and expand beyond initial projections during their lifetimes.



Our Unique Solution

As Public Safety Builders, we believe it's our responsibility to construct facilities that are not only highly functional and efficient, but also as clean and safe as possible. In order to help fight against the occupational hazards that first responders face, CORE launched an initiative called Clean Public Safety Building (CleanPSB).

We will prioritize building this structure to incorporate an elevated durability of all products, finishes, and fixtures.

Separation of staff and public functions, as well as sensitivity to staff vs. public circulation must be thoroughly vetted early in design. We will work closely with the design team to address this.

As public facilities are designed to last at least 50 years, designing a plan that is scalable and can accommodate changing needs and growth/contraction of staff and services is paramount.



COMMUNICATION

TEAM COMMUNICATION

We work together with our clients to create an inclusive environment that values the opinions of all project team members in an effort to seek best value solutions. Collaboration and open-communication are the foundation of everything we do.

For all of our projects, we keep cost-effectiveness and efficiency at the top of our minds. We utilize a number of innovative tools on every single one of our projects that allow for the client and designer to have complete and transparent understanding of the full process from inception to close out and warranty.

Our main goal is to identify and mitigate extensive project risk, while laying the foundation for jobsite safety, enhanced construction quality and the delivery of the finalized program on time and under budget.

Some tools and steps we take to provide an innovative form of cost and time savings to our projects are:

- Virtual Construction + BIM
- Operational Excellence
- Options Studies
- Value Engineering
- 10-Group Studies

VIRTUAL CONSTRUCTION

CORE's in-house virtual construction team was created to detect potential unknown and unforeseen risks, and to improve efficiencies and reduce delays or hold-ups during construction. This purpose is achieved by taking our clients' big picture outcomes and weaving them throughout design, construction, and operations.

CORE's Virtual Construction team is an integral part of how we build from the inception of the project. CORE effectively utilizes BIM throughout the process from preconstruction through construction and occupancy. In fact, virtual construction is one of our proudest in-house services that we offer to the client - no matter the size of the project.

We have utilized multiple forms of virtual construction on every project and we will utilize these tools for the City of Friendswood Public Safety Expansion project, too.

OPERATIONAL EXCELLENCE

Our trademarked Operational Excellence platform serves as a quality checklist and framework of our standards for safety, quality, schedule, cost, subcontractors and client satisfaction. Every project team references this criteria on a day-to-day basis to ensure we are meeting our goals for the project. Operational Excellence will be used for the City of Friendswood Public Safety Building Expansion project.

OPTIONS STUDIES

CORE believes that vetting all options will result in the best value for the client. Not only does this result in the best value, but it also ensures that all teams involved in the project have an open line of communication throughout the duration of the process, allowing everyone to explore different options for the project.

We will work with the City of Friendswood and the design team on this project to understand both the "must haves" and the "would like to haves". We will provide you with several options to choose from.

At CORE, every employee knows our Quality Goal:

The project shall be built to a quality level that exceeds clients' expectations. No re-work.

We understand the importance of a Quality Plan and we know that without one our quality goal will not be met. Therefore, we employ a three-phase Quality Plan on every project, as described on the following page. This quality plan, along with our Operational Excellence framework, helps us build successful projects on-time and on-budget.



QUALITY CONTROL PHASES:

1

PREPARATORY PHASE

This phase occurs immediately prior to mobilization and is the period in which the baseline schedule is completed with all definable features of work included in the schedule. The site-specific safety plan and baseline schedule are reviewed with the subcontractor to confirm compliance with expectations. Materials, long-lead items, and mock-ups will be discussed and planned during this phase.

2

INITIAL PHASE

This phase occurs at the beginning of any particular subcontractor's scope of work. Required quality level is established here. If any mock-ups need to be constructed, it will take place during this time so they may be reviewed by the City and design team prior to implementation. Subcontractor's scope of work, schedule and manpower will be committed at this time.

3

FOLLOW-UP PHASE

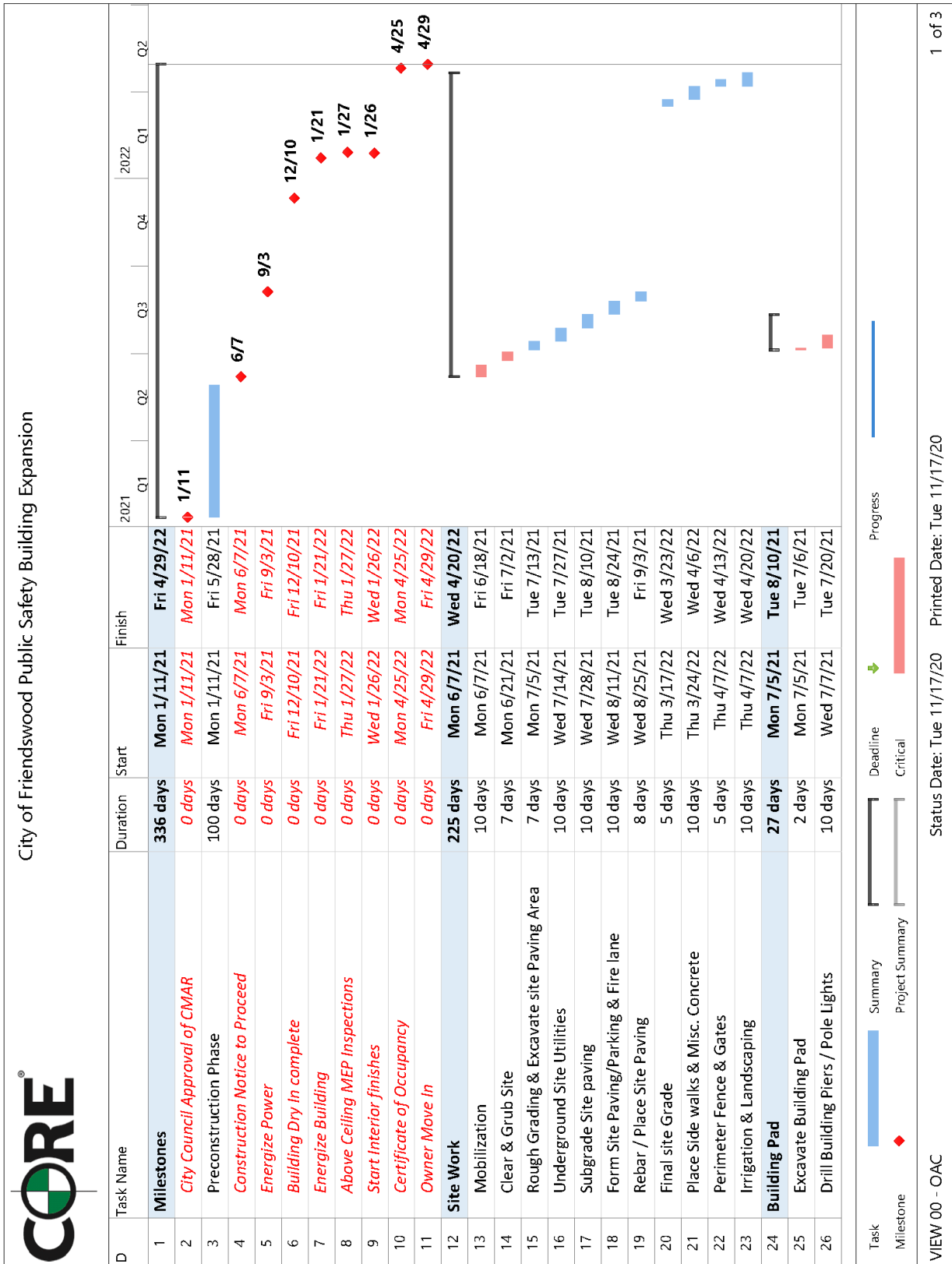
This phase occurs during the duration of any subcontractor's particular scope of work. Installations are reviewed for adherence to plans, specifications, and quality level, which was committed to prior to construction. CORE will constantly verify that the subcontractor will be able to provide manpower necessary to adhere to the schedule, and that work matches the method and quality of the mock-ups.

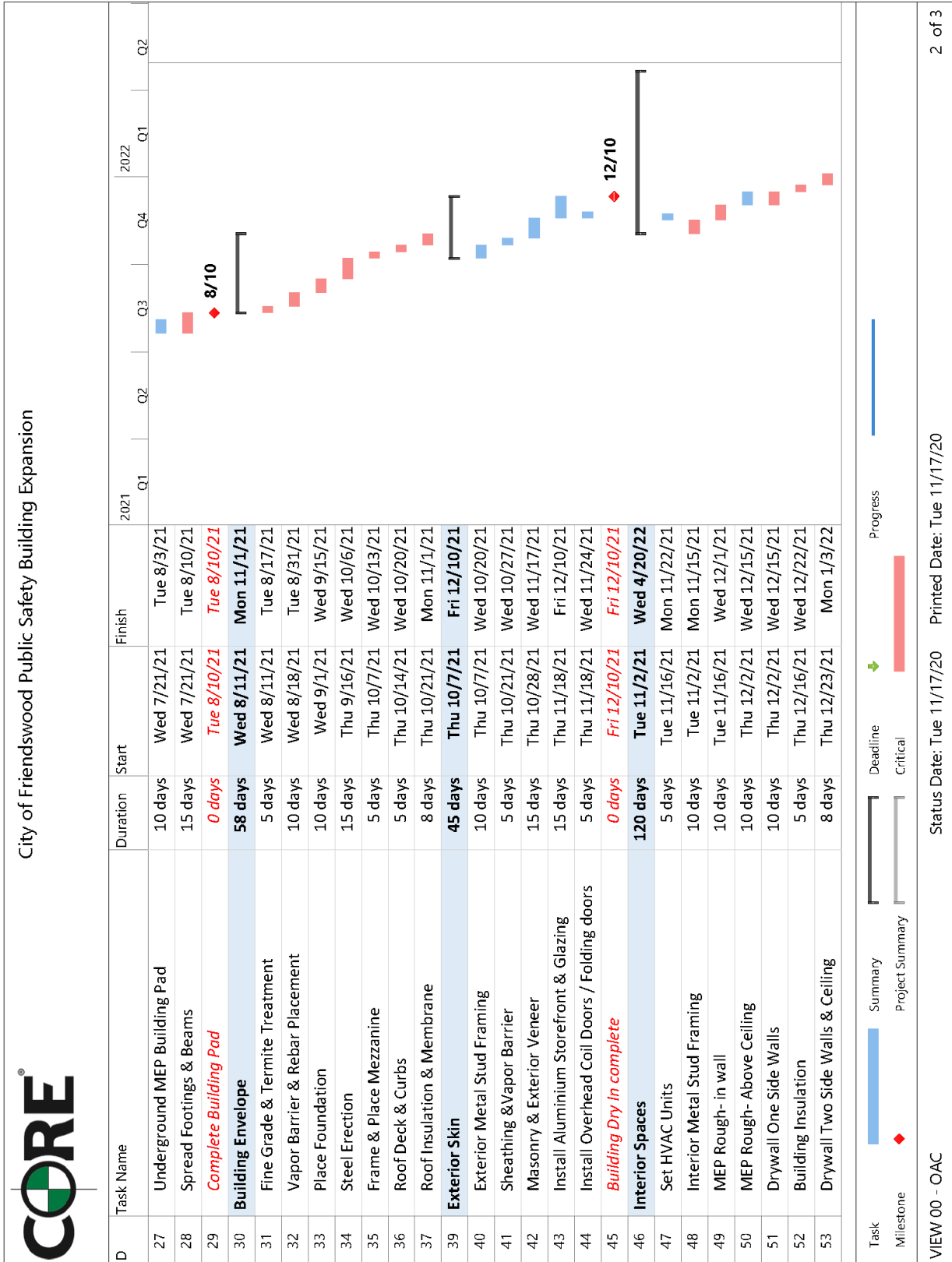
WORK PLAN

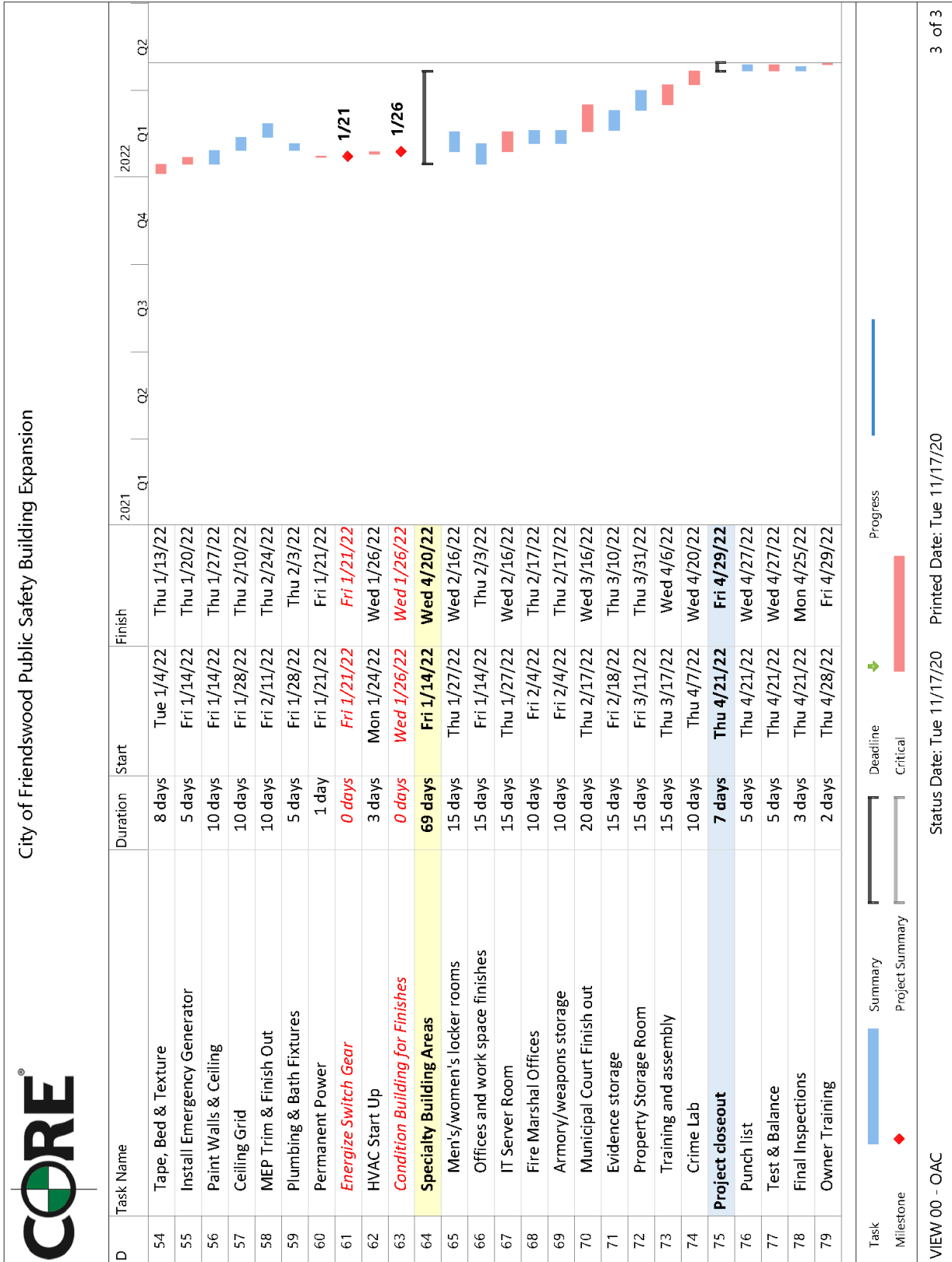
Based on the information provided in the RFQ, we know the current schedule reflects City Council approval in early January 2021. From there, our team would immediately align ourselves with PGAL to get an understanding of the status of the construction documents. We believe the documents could hit the street in April for a GMP in May with a construction start in early June 2021. Referencing our past experiences with similar type projects we believe this project can be constructed in 10 months. CORE would place a full-time superintendent and field engineer to be onsite every day. Our project director and project manager would both visit the site at minimum on a weekly basis to ensure our field team has everything they need to be success. We are currently proposing for Substantial Completion to occur in April 2022. Our project management staff would be shared between both projects however there would be two separate dedicated field teams for each project.

Please see our proposed project schedule on pages 21-23.











I References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar work that may or may not be included in Section C.



PUBLIC SAFETY TRAINING CENTER
Collin College
Bill King
Title: Vice President/Provost
3452 Spur 399, McKinney, TX 75069
P: 903-530-2030
Email: blking@collin.edu



MARANA POLICE FACILITY
Marana Police Department
Chief Terry Rozema
Title: Police Chief
11555 W. Civic Center Dr., Marana, AZ 85653
P: 520-425-6088



PUBLIC SAFETY FACILITY
City of Casa Grande
Ted Hawkins
Title: Senior Project Manager
373 W. Val Vista Rd., Casa Grande, AZ 85122
P: 602-999-8112
Email: THawkins@ci.casa-grande.az.us



RFQ | CMAR SERVICES PUBLIC SAFETY BUILDING EXPANSION



One Sugar Creek Center
Blvd., Suite 320
Sugar Land, TX 77478
www.coreconstruction.com



January 8, 2021

Hailee Medwedeff
Project Manager – City of Friendswood
15355 Blackhawk Boulevard
Friendswood, TX 77546

Re: Preconstruction Services Fee Proposal – Public Safety Building Expansion

Ms. Medwedeff,

The CORE Team is truly appreciative for this opportunity to serve the City of Friendswood. We are honored by the trust you have placed in our team and we are fully committed to successfully delivering the Public Safety Building Expansion that will serve the staff of the City of Friendswood for decades to come.

- Total Lump Sum Preconstruction Services - Public Safety Expansion \$20,000

The attached proposal includes Scope of Preconstruction Services for your review.

Thank you again for your trust and we look forward to serving you.

Sincerely,

Steven Normand

Steven Normand
Director of Preconstruction
CORE Construction

SCOPE OF PRECONSTRUCTION SERVICES

This proposal is based upon the following Preconstruction Services:

1. Initial Request for Qualifications
2. Total Project Budget of \$4,560,000
3. The duration of the preconstruction/design phase is scheduled to last approximately 6 months.
4. Work with the City and Architect and regularly attend meetings to establish a project approach and consult with the Project Team on building materials, systems and equipment.
5. Provide input to help prepare and make updates to project schedule along with identify and communicate critical path and long lead items.
6. Provide a thorough constructability review and provide comments during design phase.
7. Provide construction estimates for each phase of design (SD, DD and CD phase).
8. Provide pricing services.
9. Establish a GMP and construction schedule based on complete Construction Documents. Include 5% Owner Contingency in GMP for sole use of Owner. 100% of the savings shall be returned to the City upon final completion of the project.
10. Publicly advertise and receive proposals from qualified subcontractors. The City and Architect will review the Advertisement and receipt of bids and final approval of subcontractors will be determined collectively with the Project Team. The written quotes from qualified subcontractors under competitive conditions will be open record to City and Architect.

1. HOURLY RATES

	<u>Standard Rate</u>	<u>Overtime Rate</u>
Pre-Construction:		
Director of Preconstruction	110	-
Preconstruction Manager	92	-
Preconstruction Coordinator	60	-
Project Management: Project Director	110	-
Sr. Project Manager	105	-
Project Manager	92	-
Asst. Project Manager	72	-
Scheduler	88	-
Construction Coordinator	60	-
Project Accountant	60	-
Contracts Administrator	60	-
Information Systems Technician	63	-
Intern	22	33
Field Operations:		
Director of Field Operations	120	-



Sr. Superintendent	105	-
Superintendent	92	-
Asst. Superintendent	82	-
Safety Director	80	-
Carpenters	60	90
Water Truck Driver	60	90
Painters	60	90
Laborers	50	75

-End Preconstruction Services Proposal-



THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STANDARD AGREEMENT FOR
CONSTRUCTION MANAGER-AT-RISK**

THIS AGREEMENT, entered into as of this 1st day of February, 2021, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and CORE, 1 Sugar Creek Center Blvd., Suite 320, Sugar Land, TX 77478 (hereinafter called the "CONSTRUCTION MANAGER") acting herein by Gary Frazier, President hereunto duly authorized:

WITNESSETH THAT:

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

ARTICLE I: WORK

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

Public Safety Building Expansion

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

Expansion of existing Public Safety Building

- 1.3 The Construction Manager will exercise its best skill and judgment in furthering the interests of the City; to furnish efficient construction, construction administration, management services, and supervision. The Construction Manager shall furnish at all times an adequate supply of qualified workers and materials, and to perform the Work in an expeditious and economical manner consistent with the City's wishes and Scope.

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by PGAL, Inc., 3131 Briarpark Dr., Suite 200, Houston, TX 77042, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with

completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The date of Commencement of Contract Time for the Preconstruction Phase shall be the date of this agreement. The Contract Time shall be measured from the Date of Commencement. The Preconstruction Phase shall have Final Completion and be ready for the Construction Phase in accordance with the General Conditions within one hundred eighty (180) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The date of Commencement of Contract Time for the Construction Phase shall be the date of the acceptance by the City of Friendswood Council of the Guaranteed Maximum Price.
- 3.3 The Work shall be Substantially Complete within three hundred and sixty (360) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.4 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within four hundred (400) calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: CONTRACT PRICE

- 4.1 The Contract Price for the Preconstruction Phase shall not exceed the proposed amount of twenty thousand dollars and no cents (\$20,000.00). The City shall pay the Construction Manager for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Request For Proposal Form.
- 4.2 It is the intent of the City that the Guaranteed Maximum Price is to be determined based on complete Contract Documents. This amount shall be inclusive of the Construction Manager-at-Risk's fee, Materials Testing, and all other requirements necessary to build a complete and functional facility. The City shall pay the Construction Manager for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Request For Proposal Form.
- 4.3 The Construction Manager shall not incur any costs associated to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the City has approved such costs in

writing.

- 4.4 The City and the Construction Manager recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Construction Manager agree that as liquidated damages for delay (not as a penalty) the Construction Manager shall pay the City five hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3.3, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.5 After Substantial Completion, if the Construction Manager shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.4 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Construction Manager shall pay the City one thousand Dollars (\$1,000.00) for each day that expires after the time specified in Article 3.4, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.6 Construction Manager agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: PAYMENT PROCEDURES

- 5.1 The Construction Manager shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 5.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 5.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but

delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 5.4 and 5.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.

- 5.4 Retainage prior to Substantial Completion; if the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).

ARTICLE VI: INTEREST

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

ARTICLE VII: CITY REPRESENTATIONS

- 7.1 The City shall provide information with reasonable promptness regarding requirements for and limitations to the Work.
- 7.2 During the Preconstruction Phase the City shall supply the Construction Manager any and all Environmental Tests, Geotechnical Tests, Surveys, and reports.
- 7.3 The City shall contract separately from the Construction Manager and the Design Professional, a qualified Laboratory for materials testing.
- 7.4 The City shall have a designated representative on site and during all major parts of the Work. The City's designated representative shall be the City Project Manager.
- 7.5 The City shall retain the services of a Design Professional during the Preconstruction and Construction Phases.
- 7.6 The City shall pay for all fees and permits required for the Work with the exception of trade registration which shall be paid by the trades.

ARTICLE VIII: CONSTRUCTION MANAGER'S REPRESENTATIONS

The Construction Manager's Responsibilities shall be set in two (2) phases; the Preconstruction Phase (8.1) and the Construction Phase (8.3). The City and the Construction Manager may agree, with the consultation of the Design Professional, to commence with the Construction Phase prior to the completion of the Preconstruction

Phase, in which case, both phase shall proceed concurrently. At such time of agreement, the Construction Manager shall designate a representative authorized to act on behalf of the Construction Manager with respect to the Project Construction.

8.1 PRECONSTRUCTION PHASE

- A. The Construction Manager shall provide a preliminary evaluation of the City's program, schedule, and construction budget, each in terms of the other.
- B. The Construction Manager shall schedule and conduct meetings with the City and the Design Professional to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
- C. The Construction Manager shall advise the City and the Design Professional on proposed site use and improvements, selection of materials, building systems, and equipment.
- D. The Construction Manager shall provide recommendations consistent with the Project Requirements to the City and Design Professional on constructability, availability of materials and labor, time requirement for procurement of materials, installation and constructions, and factors relating to construction costs, but not limited to the cost of alternative designs, materials, preliminary budgets, life-cycle data, and possible cost reductions.
- E. The Construction Manager shall prepare a Project Schedule once all the requirements of Paragraph 8.1.D have been sufficiently identified. This Project Schedule shall be update with each meeting. The Project Schedule shall coordinate and integrate the Construction Manager's Services, the Design Professional's Services, the City's Services and Responsibilities, and identify items that could affect the Work's timely completion. The Project Schedule shall include submission of the Guaranteed Maximum Price, the times of commencement and completion required for each subcontractor and product, approval of submittals, and Work milestones.
- F. The Construction Manager shall provide recommendations with regard to accelerated or fast-tracked scheduling, procurement or phased construction. The Construction Manager take into consideration cost reduction, cost information, constructability, and procurement and construction scheduling issues.
- G. The Construction Manager shall prepare preliminary estimates of the Cost of the Work based on the preliminary design and other

design criteria prepared by the City and the Design Professional, using volume or similar estimating techniques and submit to the City and the Design Professional for review. The City shall either approve or decline the Cost Estimate. If the City, Construction Manager, or the Design Professional suggests alternative materials or systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. The Construction Manager shall inform the City and the Design Professional when the latest updated estimate exceeds the Guaranteed Maximum Price and make recommendations for corrective actions.

- H. The Construction Manager acknowledges that the drawings and specifications will be subject to further development that is consistent with the Guaranteed Maximum Price and is obligated to perform the Work in accordance with the Contract Documents approved by the City in return for payment by the City of an equal actual cost of the Work up to but Not To Exceed the Guaranteed Maximum Price.

8.2 GUARANTEED MAXIMUM PRICE AMENDMENT

- A. When the Drawings and Specifications are sufficiently complete to enable detailed Guaranteed Maximum Price (GMP) to be prepared for the entire project clearly itemizing the costs of each component (such as site work, demolition, concrete, masonry, thermal moisture protection, roofing, doors & windows, finishes, plumbing, HVAC, electrical, and like items) the Construction Manager shall prepare a GMP and submit it to the City for approval. The GMP shall be the sum of the direct cost of the Work, general requirements, Construction Manager's Fee for services, plus the guaranteed not-to-exceed general condition items, the Construction Manager's estimated cost of all work within the scope defined by this Agreement, the Construction Manager's contingency, and the City's Allowances. The GMP shall not include any other project expenses not directly involved in the scope of construction included in this Agreement, such as site acquisition, professional design fees, site survey, material testing fees, financing costs, or other contract costs for contracts directly with the City.
- B. To the extent that the Drawings and Specifications are anticipated to require further development by the Design Professional, the Construction Manager shall provide within the GMP a not-to-exceed item for further development consistent with the Contract Documents and reasonably inferable therefrom. The proposed GMP will include a contingency which may be used by the

Construction Manager only with prior written approval from the City to cover:

1. The amount of any excess of the amount bid by the successful Subcontractor for any Construction Work over the respective amount for that Construction Work in the Guaranteed Maximum Price Amendment, but not Construction to be performed by the Construction Manager.
 2. The amount of any other Actual Cost of the Construction Work to be performed by a Subcontractor but not Construction to be performed by the Construction Manager.
- C. The only budget line items within the Guaranteed Maximum Price Amendment that may be adjusted are:
1. The Contingency.
 2. Amounts in the line items covering Construction Work to be performed by the Subcontractors (but not work to be performed by the Construction Manager or the Construction Managers Fee).
- D. The Construction Manager shall include with the Guarantee Maximum Price Amendment a written statement of its basis which shall include the following:
1. A complete list of all the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract.
 2. A list of clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price. All clarifications and assumptions shall identify an associated value.
 3. A schedule of values for the proposed Guaranteed Maximum Price, including estimated cost of the Work organized by trade systems or categories, allowances, contingency, general conditions, and Construction Managers Fee.
 4. A list of work to be performed by the Construction Manager.
 5. A detailed Critical Path method schedule.
 6. A date sixty (60) days from the date of the Guaranteed

Maximum Price Amendment Proposal for the City to accept the Guaranteed Maximum Price.

7. A list of allowances and a statement on their basis.

- E. In preparing the Construction Manager's GMP proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of Work but not included in a Change Order. The Construction Manager's contingency shall only be available for use to cover Construction Manager's cost, expenses, overhead, and profit, attributable to:
1. Refinement of the design details within the Scope of Work and standards quality on which the GMP is based.
 2. Cost due to general area wide labor disputes.
 3. Increases in bid or purchase order agreements.
 4. Labor disputes within manufacturing or transportation industries causing delays of materials or equipment not the fault of the Construction Manager.
 5. The Construction Manager's contingency SHALL NOT be available for:
 - a. Overruns in General Conditions.
 - b. Work performed by the Construction Manager.
 - c. City increases in Allowances.
 - d. Changes in the Scope of Work including material or design changes.
 - e. Performance of Corrective or unacceptable work.
- F. Construction Manager shall be required to obtain three (3) written quotes for procurements under Fifty Thousand Dollars (\$50,000.00). The Construction Manager shall formally bid and obtain a minimum of three (3) bids for all work Fifty Thousand Dollars (\$50,000.00) and over, including work related to general conditions, which shall not be included as part of the Direct Cost of the Work. The management fee for general conditions will be included in the Construction Manager's base fee. If the

Construction Manager is capable and desires to perform a portion of the Direct Work, the Construction Manager will be considered on the basis of a subcontract with a lump sum price competitively bid for that portion of the Work.

- G. There shall be no sales, consumer, use or other similar taxes included in the GMP being the City is a Tax Exempt entity.

8.3 CONSTRUCTION PHASE

- A. The Construction Phase shall begin on the mutual agreement of the City, the Design Professional, and the Construction Manager and a Notice to Proceed shall be issued by the City.
- B. Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontractors or other lawful agreements. The Construction Manager shall develop a list of subcontractors, material suppliers, manufacturers, and equipment vendors. Said list shall comply with the following:
 - 1. Any portion of the Work that is estimated to be under \$50,000 shall have a minimum of three (3) written quotes for the work/materials/equipment.
 - 2. Any portion of the Work that is estimated to be over \$50,000 shall be advertised for Bids or Proposals in accordance with Texas Statute – Government Code Chapter 2269, Subchapter F.
 - 3. All Contracts and proposals shall be approved by the City before they are awarded.
- C. Subcontractors or other lawful agreements shall conform to all applicable provisions under this agreement.
- D. The Construction Manager shall schedule and conduct progress meetings to discuss such matters as procedures, progress, scheduling, and status of the Work. The Construction Manager shall prepare and distribute minutes if such meeting to the City and the Design Professional within seven (7) calendar days of the meeting.
- E. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual cost for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and estimated

costs and report variances to the City and Design Professional and shall provide this information in its monthly reports.

- F. The Construction Manager shall make available the accounting of the project to include the Accounts Receivable, Accounts Payable, and Payroll.
 - G. The Construction Manager shall provide a critical path method schedule and shall be updated previous to each progress meeting.
- 8.4 The Construction Manager has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.5 The Construction Manager has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.6 The Construction Manager is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.7 The Construction Manager has correlated the information known to the Construction Manager, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.8 The Construction Manager has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Construction Manager has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Construction Manager, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.9 The Construction Manager shall provide compliance with and inspections of all applicable laws, ordinances, rules, orders, regulations, and codes of federal, state, and local governments relating to the performance of the Work, including but not limited to Form Surveys and ADA/TAS Inspections.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and

the Construction Manager concerning the Work consists of the following:

- 9.1 Document 00105 – List of Drawings (to be included in the GMP Amendment).
- 9.2 Document 00115M – Instructions to Proposers.
- 9.3 Document 00301M – Guaranteed Maximum Price Form.
- 9.4 Document 00310 – Child Support Affidavit.
- 9.5 Document 00401 – Standard Agreement for Construction Manager-At-Risk (this agreement, pages 1 through 16 INCLUSIVE).
- 9.6 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.7 Document 00440 – Wage Scale for Architectural Projects Drawings (to be included in the GMP Amendment).
- 9.8 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 9.9 Document 00455 – Storm Preparation Policy.
- 9.10 Document 00460 – Hazardous Communications Policy.
- 9.11 Document 00465 – Homeland Security Policy.
- 9.12 Document 00470 – Performance Bond Drawings (to be included in the GMP Amendment).
- 9.13 Document 00475 – Payment Bond Drawings (to be included in the GMP Amendment).
- 9.14 Document 00500M – General Conditions Drawings (to be included in the GMP Amendment).
- 9.15 Document 00600 – Supplemental Conditions Drawings (to be included in the GMP Amendment).
- 9.16 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents Drawings (to be included in the GMP Amendment).
- 9.17 Addenda as issued Drawings (to be included in the GMP Amendment).

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

ARTICLE X: MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

A. The term "Contractor" when used in the Technical Specifications, Special Specifications, and Special Provisions shall mean the Construction Manager.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 The City and the Construction Manager each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Construction Manager, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

10.5 The Construction Manager shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities applicable to its performance under this contract. The governing law shall be the Statutes of the State of Texas.

ARTICLE XI: ADDRESSES FOR GIVING NOTICES

11.1 The City:

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

11.2 The Construction Manager:

CORE Construction
1 Sugar Creek Center, Suite 320
Sugar Land, TX 77478

ARTICLE XII: VENUE

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

ARTICLE XIII: TERMINATION OR SUSPENSION

13.1 Termination Prior to Establishment of the Guaranteed Maximum Price.

- A. Prior to the execution of the Guaranteed Maximum Price Amendment, the City may terminate this Agreement upon no less than seven (7) days' written notice to the Construction Manager for the City's convenience and without cause, and the Construction Manager may terminate this Agreement upon not less than seven (7) days' written notice to the City for the reasons set forth in General Conditions.
- B. In the event of termination of this Agreement pursuant to Paragraph 13.1.A of this Agreement, the Construction Manager shall be equitably compensated for all approved Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Agreement exceed the compensation as set forth in Article IV of this Agreement.
- C. If the City terminates this Agreement pursuant to Paragraph 13.1.A of this Agreement, after the commencement of the Construction Phase but prior to the Execution of the Guaranteed Maximum Price Amendment, the City shall pay the Construction Manager an amount calculated as follows, which amount shall be in addition to the Construction Manager under Paragraph 13.1.B of this Agreement:
 - 1. The Cost of the Work incurred by the Construction Manager to date of Termination.

2. Add the Construction Manager's Fee computed upon the Work to date of Termination at the rate amount Request For Proposal.
 3. Subtract aggregate of previous payments made by City for Construction Phase Services.
- D. The City shall pay the Construction Manager fair compensation, either by purchase or rental at the election of the City, for any equipment owned by the Construction Manager which the City elects to retain and which is not included in Paragraph 13.C.1. In the event that the City elects to take legal assignment of subcontractors, purchase orders, and rental agreements, the Construction Manager shall, as a condition of receiving payments referred to in this Article, execute and deliver such papers and take all such steps, including legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Construction Manager under such subcontracts, purchase orders, or rental agreements. All subcontracts, purchase orders, and rental agreements entered into by the Construction Manager shall contain provisions allowing for assignment to the City as described above.

13.2 Termination Subsequent to Establishing of the Guaranteed Maximum Price.

- A. Following the execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Paragraphs 13.2.B or 13.2.C below, this Agreement may be terminated as set forth in General Conditions.
- B. If the City terminates this Agreement after Execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to General Conditions shall not exceed the amount the Construction Manager would otherwise have received pursuant to Paragraphs 13.1 and 13.2 of this Agreement.
- C. If the Construction Manager terminates this Agreement after Execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to General Conditions shall not exceed the amount the Construction Manager would otherwise have received pursuant to Paragraphs 13.1 and 13.2 of this Agreement.

13.2 The Work may be suspended by the City as provided for in General

Conditions. The Contract may request a change in Contract Time and/or Guaranteed Maximum Price, but the Construction Managers Fee shall not increase.



**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONSTRUCTION
MANAGER-AT-RISK**

EXECUTED IN Four (4) counterparts (each of which is an original) on behalf of the Construction Manager by Gary Frazier its President shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 1st day of February, 2021.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONSTRUCTION MANAGER:

CITY OF FRIENDSWOOD, TEXAS

CORE Construction

MAYOR

BY: 

President

DATE: _____

DATE: 1-15-2021

ATTEST:

ATTEST:

CITY SECRETARY


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

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: February 1, 2021

Date submitted: 1/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding an appointment to the following boards, committees, and commissions:

Community & Economic Development – Appoint Susan Asimakis to an unexpired term expiring July 2022 to replace Thomas Hinckley who resigned from CEDC when appointed to the Planning & Zoning Commission.

Originating Department: City Secretary

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Council Liaison Brent Erenwert: Community and Economic Development Committee – Appoint Susan Asimakis to an unexpired term expiring July 2022 to replace Thomas Hinckley who resigned.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Mayor Foreman recommends Council consider approving the appointment to the above committee.

ATTACHMENTS

1. Susan Asimakis Volunteer Application



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Susan Asimakis HOME PHONE: [REDACTED]

HOME ADDRESS: 401 Silverstone Dr WORK PHONE: _____

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: swasimakis@hotmail.com CELL PHONE: [REDACTED]

OCCUPATION: retired

SPECIAL INTERESTS AND TALENTS: fundraising, non-profit management,
event production

Are you currently serving as a member of any Friendswood governmental body? no

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- PLANNING & ZONING COMMISSION
ZONING BOARD OF ADJUSTMENT & APPEALS
☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
COMMUNITY & ECONOMIC DEVELOPMENT
CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
INVESTMENT COMMITTEE
FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
☒ SHORT-TERM PROJECTS
☒ DAYTIME
☒ EVENING
☒ SUMMER

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
-
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

[illegible]

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 37 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I was a senior officer at the Greater Houston Partnership for 21 yrs.
In my role I worked with top business executives and promoted the
assets of the 12 county Houston region.

Please list any civic or community endeavors in which you have been involved: _____

Friends of Downtown Friendswood

Chaired, Farm + Vine event

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Susan Asmadi
Signature of Applicant

1/18/2021
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Brett Banfield
ADDRESS: Banfield Properties
PHONE: 281-455-1835

NAME: Allan Rasmussen
ADDRESS: HomeTown Bank
PHONE: 281-996-4900

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: February 1, 2021

Date submitted: 1/11/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2021-03: A resolution of the City of Friendswood, Texas, authorizing aerial spraying over Friendswood by the Galveston County Mosquito Control District for the County-Wide Mosquito Control Program.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This annual request is to approve a resolution authorizing aerial spraying over Friendswood by the Galveston County Mosquito Control District for the County-Wide Mosquito Control Program.

Mosquito control is provided by Galveston County within Friendswood. Harris County does not provide this service unless mosquitoes with the West Nile virus are identified. The City provides ground spraying in the rights-of-way in Harris County.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Approve Resolution R2021-03

ATTACHMENTS

1. R2021-03 Aerial Spraying - Galv Co Mosquito Control
2. Request Letter from Galveston County Mosquito District

RESOLUTION NO. R2021-03

**A RESOLUTION OF THE CITY OF FRIENDSWOOD,
TEXAS, AUTHORIZING AERIAL SPRAYING OVER
FRIENDSWOOD BY THE GALVESTON COUNTY
MOSQUITO CONTROL DISTRICT FOR THE COUNTY-
WIDE MOSQUITO CONTROL PROGRAM.**

* * * * *

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program, and

WHEREAS, the Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general-purpose governments,

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

Section 1. That the City Council hereby approves the aerial spraying over its territory for the abatement of mosquitoes, providing such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies.

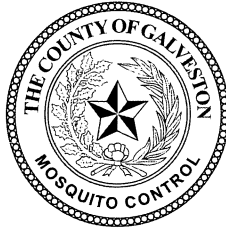
Section 2. That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED, APPROVED AND RESOLVED on this 1st day of February, 2021.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT

5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR
DIRECTOR
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

January 13, 2021

Melinda Welsh, City Secretary
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856

Dear Ms. Welsh:

As providers of the county funded Mosquito Control Program, we are requesting your approval of the enclosed resolution authorizing the aerial spraying for mosquitoes. The Federal Aviation Administration requires us to make a request on a yearly basis. This request does not imply any change in our operations.

I would appreciate it if you would send a copy of the resolution after it has been approved, to my office. You may mail it to 5115 Hwy. 3, Dickinson, TX 77539 or fax it to (409)-621-7973 and you can also e-mail it to gerrie.elmore@co.galveston.tx.us.

If you have any questions or concerns please do not hesitate to contact my office at (281) 337-4289.

Sincerely,

Gerrie Elmore, Administrative Assistant
Galveston County Mosquito Control

Enclosure

R E S O L U T I O N

STATE OF TEXAS)

COUNTY OF GALVESTON)

WHEREAS, The Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program, and

WHEREAS, The Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general purpose governments,

NOW, THEREFORE BE IT RESOLVED, that this body approves the aerial spraying over its territory for the abatement of mosquitoes providing such spraying is conducted within the regulations and constraints of The Federal Aviation Administration, The Environmental Protection Agency, and other authoritative federal and state agencies.

Signed at _____, Texas,

this the _____ day of _____, 20 _____
A.D.

ATTEST:

RESOLUTION NO. R2021-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER GENERAL VICTIM ASSISTANCE DIRECT SERVICES PROGRAM; AND AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF GOVERNOR.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas hereby finds and determines that continuation of the Friendswood Police Department Crime Victim Assistance Program is in the best interests of the citizens of Friendswood; and

WHEREAS, the City agrees to provide applicable matching funds for the said program as required by the General Victim Assistance Direct Services Program grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of any Criminal Justice Division grant funds, the City assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council hereby further finds and determines that the person serving as Mayor of the City is the appropriate individual to act as the City's authorized official, and as such should be given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application, pursuant to the General Victim Assistance Direct Services Program, to the Office of the Governor, Criminal Justice Division.

Section 3. The City Council hereby designates and appoints the Mayor of said City as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

PASSED, APPROVED AND RESOLVED on this 1st day of February, 2021.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Grant Number: 1406220

Agency Name: Friendswood, City of
Grant/App: 1406220 **Start Date:** 10/1/2021 **End Date:** 9/30/2022

Project Title: Crime Victim Assistance Program
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17414932024003

Application Eligibility Certify:
Created on: 12/22/2020 12:43:42 PM By: Lisa Price

Profile Information

Applicant Agency Name: Friendswood, City of
Project Title: Crime Victim Assistance Program
Division or Unit to Administer the Project: Friendswood Police Department
Address Line 1: 1600 Whitaker Drive
Address Line 2:
City/State/Zip: Friendswood Texas 77546-4177
Start Date: 10/1/2021
End Date: 9/30/2022

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston, Harris

Grant Officials:
Authorized Official
Name: Mike Foreman
Email: mforeman@friendswood.com
Address 1: 910 S. Friendswood Dr.
Address 1:
City: Friendswood, Texas 77546
Phone: 281-996-3200 Other Phone: 281-996-3270
Fax: 281-482-1634
Title: Mr.
Salutation: Mayor
Position: Mayor

Financial Official
Name: Katina Hampton
Email: asocentral@friendswood.com
Address 1: 910 S. Friendswood Drive
Address 1:
City: Friendswood, Texas 77546
Phone: 281-996-3221 Other Phone:
Fax:

Title: Ms.
Salutation: General
Position: Director of Administrative Services

Project Director

Name: Robert Wieners
Address 1: 1600 Whitaker Drive
Address 1:
City: Friendswood, Texas 77546
Phone: 281-996-3310 Other Phone: 281-996-3300
Fax: 281-482-9318
Title: Mr.
Salutation: Chief
Position: Chief of Police

Grant Writer

Name: Lisa Price
Email: lprice@ci.friendswood.tx.us
Address 1: Friendswood Public Safety Building
Address 1: 1600 Whitaker
City: Friendswood, Texas 77546
Phone: 281-996-3313 Other Phone: 281-996-3300
Fax: 281-482-9318
Title: Ms.
Salutation: Officer
Position: Administrative Assistant to the Chief

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17414932024003
Data Universal Numbering System (DUNS): 053838314

Narrative Information

Introduction

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants,

located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions

Culturally Competent Victim Restoration

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The Friendswood Police Department Crime Victim Assistance Program is a multi-cultural program. The Department conducts mandatory awareness training for all police officers regarding cultural differences. With our cooperative working agreements, current staff, and access to translator services through local colleges and other social service programs, we are able to overcome any difficulties in providing appropriate services to survivors of crime. We recognize all of our similarities and fundamental differences among people from different nationalities, ethnicity, and cultures, as well as from different family backgrounds and individual experiences. We are able to cater our victim services to Hispanic, Muslim, and other resettled immigrant communities, providing professional culturally competent services. The CVL is bilingual - English/Spanish - fluent in Spanish and assists and provides direct victim services to our Hispanic community.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

☐ Yes
☒ No

If you answered **'YES'** above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter **'N/A'**.

N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

Immigration Legal Services

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services

Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers

All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory

evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

Legal Assistance for Victims (LAV) Certification

The applicant certifies that it meets the following federal statutory requirements in regards to the provision of legal advocacy:

(1) Any person providing legal assistance through a program funded under this VAWA Program

(a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or

(b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.

(2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.

(3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.

(4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Does the applicant meet the criteria outlined above?

☐ Yes
☒ No

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison: William Bender

Enter the Address for the Civil Rights Liaison: 910 S. Friendswood Drive, Friendswood, TX 77546

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]: (281) 996-3226

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

☒ I certify to all of the application content & requirements.

Project Abstract :

Friendswood's Victim Assistance Program is among a small number of victim assistance services working within law enforcement. How law enforcement responds to victims is crucial in determining how victims cope with the immediate crisis and later with recovery from the crime. As part of a police agency, there is a quick response to victim needs at the crime scene. Victims receive immediate crisis counseling resources and practical advice. Our primary purpose is to extend and enhance services to victims of crime. Funding is used to support the direct provision of services to victims so they receive early intervention, dramatically decreasing the need for long-term treatment. Referrals are accepted from police, social services and criminal justice personnel. Police reports are screened and victims are contacted to offer program services. It is a comprehensive program providing services to all victims of crime with support and approval by the community, a history of providing services in a cost effective manner with financial support from the City's general fund. It provides first response to crime scenes and after hours call out, provides assistance in filing victim compensation claims and uses volunteers and interns. The program strongly influences a victims' subsequent participation in the investigation and prosecution of the crime. Although the program is specifically charged with providing services to victims, it is committed to treating victims with dignity and compassion.

Problem Statement:

Domestic violence accounts for 84% of the total victims serviced by the Friendswood Crime Victim Assistance Program. The demand for domestic violence services in the Friendswood community remains steady and necessitates a coordinated response to calls for assistance, protection, education and emergency services. The Galveston County Community Plan identifies domestic violence as one of the most pressing priorities in our community. There is a continued need to provide additional information on available services, service accessibility, safety planning, and legal options; including filing protective orders. For the other 16% of Friendswood crime victims, the consequences for failing to coordinate service

provision can be detrimental. Victims may decide that getting help is not worth the effort. Duplication of services may occur, leading to unnecessary and inefficient use of limited resources. Victims need accurate information and referral services, where they are not passed from one agency to another.

Supporting Data:

In FY 2020, the Friendswood Crime Victim Assistance program serviced 191 primary victims of domestic violence. This number comprises 55% of the total number of victims served. There were 28 survivors of sexual assault served in FY 2020; 10 were children under the age of 17. In total, 31 child victims were served by the program. There were 26 victims of violent crime aged 60 and older and does not include those who were victims of financial exploitation. The number of elderly victims is expected to increase given the high number of retirement homes and assisted living facilities in the City. Robbery cases are on the rise with 14 primary victims of robbery served in FY 2020.

Project Approach & Activities:

The Friendswood Crime Victim Assistance program provides a victim-centered approach to services that are accessible and appropriate for every crime victim seeking assistance. With services that are victim-centered, they are specific, appropriate, culturally and physically accessible, and driven by the needs of individuals impacted by crime and violence. The model used by the Friendswood Victim Assistance Program was developed by the International Association of Chiefs of Police (IACP). In the policy it identifies the seven critical needs of crime victims: safety, support, information, access, continuity, voice and justice and emphasizes law enforcement as an integral part of the effective response to the needs of crime victims. It highlights efforts that have both an immediate and a long-term impact on the victim's emotional recovery by developing a sense of security and stability and potentially mitigating the traumatic effects of the crime. We use this model because it recognizes and addresses the needs of crime victims. It supports and assists the victims as they continue to interact with the criminal justice system and acts as a liaison to appropriate victim assistance and service agencies. This approach address' victims' needs by establishing a continuum of support as they progress through the various phases of the criminal justice process, providing protection from perpetrators and assistance in avoiding re-victimization, and assistance to enable participation in the criminal justice system processes and repair of harm. It provides concise and useful information about victims' rights, criminal justice system processes and available victim services, the ability to participate in the justice system process and have ready availability to support services and consistency in approaches and methods across agencies through all of the stages. Victims are given an opportunity to speak out and be heard on specific case processing issues and receive the support necessary to heal and see that perpetrators are held accountable.

Capacity & Capabilities:

With 22 years of providing victim services and experience in managing local, state and federal grant funding, the Friendswood Victim Assistance Program maintains high integrity regarding having the capacity and capability to effectively manage this project's award. Additionally, the services provided by this program are supported by an experienced and trained victim advocate and have the support of city council and the city administration.

Performance Management:

The program's goal is to expand and enhance the quality of victim services using a comprehensive and coordinated approach to services that result in the empowerment, education and ultimate restoration of victims to whole mental and physical health. Our objectives are: To provide appropriate, individualized support to 300 victims of crime seeking and requesting services during the grant cycle. The program will increase the physical and/or emotional safety among 150 victims by developing safety plans and making referrals to other community social service agencies during the grant cycle. To measure the success of our program, we will maintain a database that captures victim/client services provided to reduce recidivism and alter the trajectory of families destined for criminal justice involvement.

Target Group:

The project focuses on victims of crime, witnesses and secondary victims who are victimized within the corporate city limit of Friendswood, located in Galveston County and Harris County. This includes victims and family members of victims of domestic violence, dating violence, sexual assault, stalking, and survivors of homicide. The target group includes all victims of crime, which in prior grant period (ending 9/30/2020) was 345 victims. The program is estimating an increase to 350 victims. The majority of the victims serviced are females (61% based on prior grant year statistics). Based on Friendswood's demographic make-up, it is estimated that applicants would be 77.5% white, 12.5% Hispanic, 4.8% Asian and 3.4% black. During the last grant cycle, the population breakdown was 76% white, 10% Hispanic, 5% Asian and 8% black. The Friendswood program places special emphasis on developing and enhancing resources that impact victims of domestic violence and assault, which collectively makes up 84% of offenses addressed by this program. Of special note, in 2017, the City of Friendswood estimated 14% of the population is 65 years of age and over. This is a group that is under-represented among the victims of crime in general. The consequences of criminal victimization are harsher for the elderly because so many are living on fixed incomes and are more likely to be physically hurt. They are more fearful and isolated from others, so the psychological consequences of crime may be more severe.

Evidence-Based Practices:

The Friendswood Crime Victim Assistance Program complies with the IACP model policy for the Response to Victims of Crime (<http://www.iacp.org/Portals/0/documents/pdfs/MembersOnly/VictimsPolicy.pdf>) and follows the IACP's Strategy Package for "Enhancing Law Enforcement Response to Victims" which can be found at <http://www.iacp.org/Victim-Response>. In fact, the Friendswood Police Department's former crime victim liaison, Lisa Voyles, served as a consultant for "Enhancing Law Enforcement Response to Victims: Implementation Guide, Volume 2" using her experience and knowledge to formulate a model program for other law enforcement agencies to follow.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Legal Advocacy	100.00	Personal advocacy and emotional support such as working with the victim to assess the impact of the crime, identification of victim's needs, case management, management of practical problems created by the victimization, identification of resources available to the victim, provide information, referrals, advocacy, and follow-up contact for continued services, as needed. Staff meets with victims to help them through the criminal justice process; comfort and provide support during interviews and court proceedings; assist in completion of necessary paperwork for protective orders, crime victims compensation and other victims services; acts as a liaison between the victim, the detective, the court and social service agencies; provides resources for community outreach to victims; keeps in contact with the victim throughout the case.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of survivors assisted through the legal process.	300
Number of times survivors are accompanied to court.	3
Number of victims / survivors seeking services who were served.	350
Number of victims seeking services who were not served.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

N/A

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]: 10/1/2021

Enter the End Date [mm/dd/yyyy]: 9/30/2022

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended: 1134242

Enter the amount (in Whole Dollars \$) of State Grant Funds expended: 5135

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
- ☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit: 2/26/2020

Equal Employment Opportunity Plan Compliance

EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#) within 120 days of the grant award date. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

William Bender, Human Resources and Risk Management Director 910 S. Friendswood Drive, Friendswood, TX 77546

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity
☒ Type II Entity
☐ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes
☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:
Position 1 - Total Compensation (\$):0
Position 2 - Name:
Position 2 - Total Compensation (\$):0
Position 3 - Name:
Position 3 - Total Compensation (\$):0
Position 4 - Name:
Position 4 - Total Compensation (\$):0
Position 5 - Name:
Position 5 - Total Compensation (\$):0

Victim Services Information

Agency Type

Implementing Agency Type - Government

Which designation best describes your agency
Law enforcement

Purpose of Award

Continue an OOG-funded victim project funded in a previous year

Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime Enter whole percentages only	Funds Dedicated to Crime Current Award x Percent Entered
Child Physical Abuse	5	\$3,845.40
Child Sexual Abuse	0	\$0.00
Domestic and Family Violence	46	\$35,377.68
Child Sexual Assault	0	\$0.00
Adult Sexual Assault	8	\$6,152.64
DUI/DWI Crashes	5	\$3,845.40
DUI/DWI Crashes	5	\$3,845.40
Assault	26	\$19,996.08
Adults Molested As Children	0	\$0.00
Elder Abuse	0	\$0.00
Robbery	5	\$3,845.40
Survivors of Homicide	0	\$0.00
Adult Human Trafficking	0	\$0.00
Child Human Trafficking	0	\$0.00

Other Violent Crimes	0	\$0.00
Description:		
Other Non-Violent Crimes	5	\$3,845.40
Description:	Stalking, harassment, threats, other vehicular crime	
SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget \$76,908.00

Use of Funds

Does this project provide DIRECT SERVICES to victims:

☒ Yes

☐ No

Information and Referral

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs

Personal Advocacy/Accompaniment

- Victim advocacy/accompaniment to emergency medical care
- Victim advocacy/accompaniment to medical forensic exam
- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)

Emotional Support or Safety Services

- Crisis Intervention (in-person, includes safety planning, etc.)
- On-scene crisis response (e.g., community crisis response)

Shelter/Housing Services

Criminal/Civil Justice System Assistance

- Notification of criminal justice events (case status, arrest, court proceedings, case disposition, release, etc.)
- Civil legal assistance in obtaining protection or restraining order
- Other emergency justice-related assistance
- Law enforcement interview advocacy/accompaniment
- Criminal advocacy/accompaniment

Assistance in Filing Compensation Claims

- Assists potential recipients in seeking crime victim compensation benefits

All VOCA-funded direct service projects MUST assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

Types of Victimizations

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that is not associated with any of the types provided in the list. Check all that apply:

Types of Victimizations

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault
- Adults sexually abused/assaulted as children
- Arson
- Bullying (verbal, cyber, or physical)
- Burglary
- Child physical abuse or neglect
- Child pornography

- Child physical abuse or neglect
- Domestic and/or family violence
- DUI/DWI incidents
- Elder abuse or neglect
- Hate crime: racial/religious/gender/sexual orientation/other

If Hate Crime is TRUE provide explanation:
any crime committed that is motivated by bias or based on the victim's perceived membership in a specific group, such as race, national origin, sexual orientation, gender, or religious belief.

- Human trafficking: labor
- Human trafficking: sex
- Identity theft/fraud/financial crime
- Kidnapping (noncustodial)
- Kidnapping (custodial)
- Mass violence (domestic/international)
- Other vehicular victimization (e.g., hit and run)
- Robbery
- Stalking/harassment
- Survivors of homicide victims
- Teen dating victimization
- Terrorism (domestic/international)

Budget and Staffing

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

OOG Current Budget:\$76,908.00

Other State Funds:\$0.00

Other Local Funds:\$19,227.00

Other Federal Funds:\$0.00

Other Non-Federal Funds:\$0.00

Total Victimization Program Budget:\$96,135.00

Total number of paid staff for all grantee victimization program and/or services: COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

Total number of staff:1

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:
Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:2000

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:
COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:5

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:
Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers:150

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

Research, coordinating efforts with staff, and assisting with the logistics of supporting victims are key elements of the volunteer/intern activities.

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Liaison	CRIME VICTIM LIAISON, NORA MENDEZ: JOB DESCRIPTION: provides case management, crisis support, follow up contact, personal advocacy, telephone contact, information, referrals, and volunteer coordination. TOTAL SALARY including FRINGE: \$96,885	\$76,908.00	\$16,977.00	\$0.00	\$0.00	\$93,885.00	97
Personnel	Intern, Mentor, Service Provider, Student Worker, and/or Support Staff	Volunteers and Interns - program volunteers and interns are responsible for providing direct services, such as death notification, and clerical support, maintaining brochures and resource information. They are available to assist 24 hours a day in response to crisis scenes, hospital accompaniment and filing emergency applications for crime victim compensation. Anticipated number of hours = 150 at the City's clerical hourly rate of \$15 per hour. Volunteers and interns will maintain time and activity reports to document grant-related activity.	\$0.00	\$0.00	\$2,250.00	\$0.00	\$2,250.00	100

Source of Match Information

Detail Source of Match / GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
General Fund	Cash Match	\$16,977.00
Volunteer, intern hours, 15 hr x 150 hours providing direct services and clerical support to program	In Kind Match	\$2,250.00

Summary Source of Match / GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$19,227.00	\$16,977.00	\$2,250.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$76,908.00	\$16,977.00	\$2,250.00	\$0.00	\$96,135.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$76,908.00	\$16,977.00	\$2,250.00	\$0.00	\$96,135.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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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: February 1, 2021

Date submitted: 1/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2021-05: A resolution of the City Council of the City of Friendswood, Texas assigning to the City Manager the authority to supervise the City Secretary.

Originating Department: Human Resources

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City Charter provides that the City Council shall appoint a City Secretary who shall hold office at the pleasure of the City Council.

The City Council finds it beneficial to the City for the day-to-day supervision of the City Secretary be assigned to the City Manager and this Resolution establishes that authority.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City Council shall retain its responsibility to appoint and remove the City Secretary, pursuant to the City Charter, and City Council shall set the amount of the City Secretary's compensation.

City Council shall evaluate the performance of the City Secretary, with input from the City Manager.

RECOMMENDATIONS

Approval of this Resolution, assigning to the City Manager the day-to-day supervision of the City Secretary.

ATTACHMENTS

1. R2021-05 Assignment of supervisory authority to CM2

RESOLUTION NO. R2021-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, ASSIGNING TO THE CITY
MANAGER THE AUTHORITY TO SUPERVISE THE CITY
SECRETARY.**

WHEREAS, the City Charter provides that the City Council shall appoint a City Secretary who shall hold office at the pleasure of the City Council; and

WHEREAS, the City Charter further provides that the City Manager shall be responsible to the Council for the proper administration of all the affairs of the City and to that end shall have the power and be required to perform such duties as may be prescribed by this Charter or required by him by the Council, as consistent with this Charter; and

WHEREAS, the City Council finds it is consistent with the Charter and also beneficial to the City for the day-to-day supervision of the City Secretary be assigned to the City Manager, who shall have the power and be required to perform such duties.

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

Section 1. That pursuant to Section 4.01 (d) (7) of the City Charter, the City Council of the City of Friendswood, Texas, assigns to the City Manager the day-to-day supervision of the City Secretary.

Section 2. That the City Manager shall have the power and be required to perform the duties associated with the day-to-day supervision of the City Secretary.

Section 3. That the City Council retains the responsibility to appoint and remove the City Secretary pursuant to the City Charter.

Section 4. That the City Council shall evaluate the performance of the City Secretary, with input from the City Manager.

Section 5. That this resolution shall take effect March 20, 2021.

PASSED, APPROVED, AND RESOLVED, this the 1st day of February 2021.

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: February 1, 2021

Date submitted: 1/20/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2021-06: A resolution of the City Council of the City of Friendswood, Texas, designating the Mayor as the city's representative in seeking eligible grant funds under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Funding is available for the State of Texas, Governor's Office, Criminal Justice Division, under the Edward Byrne Memorial Justice Assistance Grant Program to purchase law enforcement equipment. The application seeks \$125,000 in grant funding for the purchase of an insulated bucket truck with a 37 foot boom to enhance the Department's installation, repair and maintenance of existing pole cameras used for public surveillance of crime hot spots. As of now, no such vehicle is in place for regional use, and a significant void exists where the need for expeditious install, repair and replacement of cameras is required. As the City continues to expand its camera infrastructure this will become even more important. Many of these cameras are outside and on sides of buildings or on light poles that are difficult to access safely with ladders.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Local growth and the increasing threat of major crimes make pole cameras and public surveillance a necessity for problem solving strategies, aid in arrests and investigations, and ultimately increase offenders' perceptions that they will be both caught and prosecuted. As a secondary impact, public surveillance serves to increase perceptions of safety and thus their presence in public areas, may increase guardianship, improve police-community partnerships, and reduce crime. This program proposes the purchase of a specialty vehicle, specifically an insulated bucket truck, to provide for easy and safe access where a typical ladder could not reach or would not be safe to use. Without this apparatus, it is simply impossible to timely install, service and repair the cameras for an effective and efficient crime-fighting system.

RECOMMENDATIONS

This action authorizes the City of apply for and accept \$125,000 in grant funding from the State of Texas, Governor's Office for the police department to purchase an insulated bucket truck

ATTACHMENTS

1. R2021-06 CJ Grant
2. Pole Camera Bucket Truck - CJD Grant - 4209301

RESOLUTION NO. R2021-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM; AND AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF GOVERNOR.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas hereby finds IT IN THE BEST INTEREST OF THE CITIZENS OF Friendswood, that the Pole Camera Installation Bucket Truck project be operated for FY2022; and

WHEREAS, the City agrees that in the event of loss or misuse of any Criminal Justice Division grant funds, the City assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council hereby further finds and determines that the person serving as Mayor of the City is the appropriate individual to act as the City's authorized official, and as such should be given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application, pursuant to the Edward Byrne Memorial Justice Assistance Grant (JAG) program, to the Office of the Governor, Criminal Justice Division.

Section 3. The City Council hereby designates and appoints the Mayor of said City as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

PASSED, APPROVED AND RESOLVED on this 1st day of February, 2021.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Grant Number: 4209301

Agency Name: City of Friendswood

Grant/App: 4209301 **Start Date:** 10/1/2021 **End Date:** 9/30/2022

Project Title: Pole Camera Installation Bucket Truck

Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee / Taxpayer ID Number:

17414932024003

Application Eligibility Certify:

Created on: 1/5/2021 11:17:09 AM By: Lisa Price

Profile Information

Applicant Agency Name: City of Friendswood

Project Title: Pole Camera Installation Bucket Truck

Division or Unit to Administer the Project: Friendswood Police Department

Address Line 1: 1600 Whitaker Drive

Address Line 2:

City / State / Zip: Friendswood Texas 77546

Start Date: 10/1/2021

End Date: 9/30/2022

Regional Council of Governments (COG) within the Project's Impact Area: Houston-Galveston Area Council

Headquarter County: Galveston

Counties within Project's Impact Area: Harris

Grant Officials:

Authorized Official

Name: Mike Foreman

Address 1: 910 S. Friendswood Dr.

Address 1:

City: Friendswood, Texas 77546

Phone: 281-996-3200 Other Phone: 281-996-3270

Fax: 281-482-1634

Title: Mr.

Salutation: Mayor

Position: Mayor

Financial Official

Name: Katina Hampton

Address 1: 910 S. Friendswood Drive

Address 1:

City: Friendswood, Texas 77546

Phone: 281-996-3221 Other Phone:

Fax:

Title: Ms.

Position: Director of Administrative Services

Project Director

Name: Robert Wieners
Address 1: 1600 Whitaker Drive
Address 1:
City: Friendswood, Texas 77546
Phone: 281-996-3310 Other Phone: 281-996-3300
Fax: 281-482-9318
Title: Mr.
Salutation: Chief
Position: Chief of Police

Grant Writer

Name: Lisa Price
Address 1: Friendswood Public Safety Building
Address 1: 1600 Whitaker
City: Friendswood, Texas 77546
Phone: 281-996-3313 Other Phone: 281-996-3300
Fax: 281-482-9318
Title: Ms.
Salutation: Officer
Position: Administrative Assistant to the Chief

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17414932024003
Data Universal Numbering System (DUNS): 053838314

Narrative Information**Introduction**

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

DNA Testing of Evidentiary Materials

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Interoperable Communications

Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time [Statewide Interoperability Coordinator \(SWIC\)](#) for Texas.

Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

National Instant Background Check System (NICS)

Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Body-Worn Cameras (BWCs)

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found [here](#).

Certification of Compliance with 8 U.S.C 1373 and 1644

Applicant assures that it complies with 8 U.S.C. § 1373 & 1644. Applicant may be required to submit written assurances and/or certifications to this effect prior to award issuance. The Public Safety Office (PSO) will notify applicants if this becomes a requirement and provide the federally required form(s) and/or template(s).

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2)

impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Please explain and describe any policies or practices your jurisdiction may have related to whether, when, or how employees may communicate with DHS or ICE. Include information on how each policy or practice complies with 8 U.S.C. 1373. Upload a copy of any written policies onto the Upload.Files Tab. Enter "N/A" below if your agency does NOT have any policies or practices regarding communication with DHS or ICE.

It is the practice of the Friendswood Police Department not to violate 8 U.S.C. § 1373 (prohibiting restrictions on— (1) communication to/from the Department of Homeland Security (DHS) of information regarding the citizenship or immigration status of any individual; and (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual). Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien). Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a). Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act. Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison: William Bender

Enter the Address for the Civil Rights Liaison: 910 S. Friendswood Drive Friendswood, TX 77546

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]: (281) 996-3226

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The City of Friendswood Police Department is requesting \$125,000 for an insulated bucket truck with a 37 foot boom to enhance the Department's installation, repair and maintenance of existing pole cameras used for public surveillance of crime hot spots. As of now, no such vehicle is in place for regional use, and a significant void exists where the need for expeditious install, repair and replacement of cameras is required. As the City continues to expand its camera infrastructure this will become even more important. Many of these cameras are outside and on sides of buildings or on light poles that are difficult to access safely with ladders. Local growth and the increasing threat of major crimes make pole cameras and public surveillance a necessity for problem solving strategies, aid in arrests and investigations, and ultimately increase offenders' perceptions that they will be both caught and prosecuted. As a secondary impact, public surveillance serves to increase perceptions of safety and thus their presence in public areas, may increase guardianship, improve police-community partnerships, and reduce crime. This program proposes the purchase of a specialty vehicle, specifically an insulated bucket truck, to provide for easy and safe access where a typical ladder could not reach or would not be safe to use. Without this apparatus, it is simply impossible to timely install, service and repair the cameras for an effective and efficient crime-fighting system.

Problem Statement :

In the 2020 Galveston County Community Plan, a law enforcement issue identified the procurement of equipment/technology as a problem and cites financial and budget constraints, lack of trained personnel, and limited manpower as major barriers. Initial equipment costs are only a small part of the budget required for a fully functional public surveillance system. Because Friendswood borders three different counties, incorporates two different school districts and is the halfway point between two major cities off of a major thoroughfare, and no such resource currently exists, the ability to install, upgrade, repair and maintain and fully functional surveillance system is impossible. The value of a surveillance system depends on the continued functionality of its cameras and network. Maintainability is the cornerstone issue in any surveillance application. When a camera remains down for more than 15 to 20 minutes, the resulting vulnerability (loss of sight) can create a passive security breach that requires the costly deployment of personnel to secure the area previously observed by the camera. Typical maintenance for pole- or structure-mounted cameras is most often by way of a bucket truck. The availability or accessibility of such trucks can mean a camera will remain offline for several hours to several days. Excessive camera downtime can cripple the police department's ability to effectively

identifying impending threats.

Supporting Data :

The police department maintains 6 pole camera systems with 5 more expected on line over the next 12-months. Over the past 12-months, the deployment of cameras continues to provide valuable data for 5 ongoing criminal investigations and 5 hot spot areas.

Project Approach & Activities:

This bucket truck is a non-personal use vehicle that will be used by full-time, specially trained, law enforcement officers for installation, upgrade, repair and maintenance of public surveillance camera systems. An electricity bucket truck requires less room and is a lot less conspicuous than a fire department aerial truck. It provides a stable platform rising up to about 37 feet. This is ideal to give a bird's eye view from which to photograph and diagram a traffic accident scene or look for evidence and debris that has been scattered over a large open area. In addition, most bucket trucks are so common that they go completely unnoticed and can quickly install or takedown pole camera surveillance equipment.

Capacity & Capabilities:

The City of Friendswood has a high capacity for delivering grant-funded law enforcement activities, as it has received multiple years of assistance from a variety of federal, State and local sources. The City's Finance Department is equipped with highly-experienced personnel that are familiar with the use of grant funds, compliance with the Code of Federal Regulations, and that works integrally with each City Department in possession of grant funding. The Police Department, as well, is experienced in overseeing the use of grant funded equipment. The Friendswood Police Department has multiple decades of experience and has functioned as a CJD grantee since 2000. The Department has staff who received instruction and successfully completed the Technical Installations in a High Voltage Environment school instructed by the National Technical Investigators Association.

Performance Management :

The Police Department uses crime data to target "hot spots" where criminal activity occur most, and focuses on highly visible strategies to reduce crime numbers. This approach, in addition to the standard operating procedures designed to ensure the apparatus is deployed effectively and maintained efficiently will ensure the project goals are consistently being met in an effective and efficient manner. Our primary goal for the grant period will be to increase the number of deployed camera assets with the addition of an insulated bucket truck to the police department fleet. Our objectives include: increasing the number of cameras deployed at public gathering spaces by 50%, increase the number of camera deployments by 75%, and decreasing the amount of down time for repairs by 100%. The program will be overseen by Police Department Command Staff, the City's Finance Department and purchasing officials to ensure the process of acquisition, implementation, deployment and maintenance sustain the effectiveness of the bucket truck and that our mutual aid proficiencies are well-maintained for surrounding areas to benefit from its availability.

Target Group :

The target group of beneficiaries for this type of equipment include local citizens, visitors, students, retail and commercial business owners and others who are subject to the threat of major crimes. The applicant believes the target population to be inclusive of the 41,000+ Friendswood residents, the surrounding population of Galveston County and Harris County citizens who will benefit via mutual aid activities when needed.

Evidence-Based Practices:

The Department has consulted with other police department deploying similar crime-fighting strategies, has attained elite training from a nationally recognized organization, National Technical Investigators Association, and consulted with local electrical provider (Texas New Mexico Power Company) about the safety, efficiency and effectiveness of a self-sufficient pole camera program. Best practices models have been reviewed and accepted including guidance from Community Oriented Policing Services (COPS), <https://www.urban.org/sites/default/files/publication/27551/412402-Using-Public-Surveillance-Systems-for-Crime-Control-and-Prevention-A-Practical-Guide-for-Law-Enforcement-and-Their-Municipal-Partners.PDF>

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Law Enforcement	100.00	Program provides support for law enforcement officers through the purchase of needed equipment, involved in the investigation of violent crimes and/or organized crime to ensure a thorough investigation is conducted with adequate evidence to prosecute cases utilizing covert camera evidence.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/ operators equipped	2
General Law Enforcement or Public Safety: Arrests resulting from grant.	0
Targeted Investigation: Criminal cases resulting in arrest.	0

Targeted Investigation: Grant-funded investigations carried out by the unit/division	0
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	0
Training, professional development, or technical assistance: Hours provided	0
Training, professional development, or technical assistance: Hours received	0

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
N/A

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes
☐ No
☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☐ No
☒ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]: 10/1/2021

Enter the End Date [mm/dd/yyyy]: 9/30/2022

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended: 1134242

Enter the amount (in Whole Dollars \$) of State Grant Funds expended: 5135

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit: 2/26/2020

Equal Employment Opportunity Plan Compliance

EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#) within 120 days of the grant award date. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed: William Bender, Human Resources/Risk Management Director 910 S. Friendswood Drive Friendswood, TX 77546

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity
☒ Type II Entity
☐ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Select the appropriate response:

☐ Yes
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Select the appropriate response:

☐ Yes
☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:
Position 1 - Total Compensation (\$):0
Position 2 - Name:
Position 2 - Total Compensation (\$):0
Position 3 - Name:
Position 3 - Total Compensation (\$):0
Position 4 - Name:
Position 4 - Total Compensation (\$):0
Position 5 - Name:

Position 5 - Total Compensation (\$):0

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Police / Sheriff Department Vehicle (with no law enforcement equipment installed)	2022 Ford F550 truck with regular cab chassis 4x4 and diesel motor, insulated one and a half man bucket, 37 foot boom and equipment storage boxes; providing all the safety and functionality necessary to lift with a telescopic, articulated boom to keep user safe from electrocution.	\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00	1

Source of Match Information

Detail Source of Match / GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match /GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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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: February 1, 2021

Date submitted: 1/11/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2021-01: Second and Final reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel located at 4321 Friendswood Link Road containing 3.2895 acres, also known as Reserve A5, Block 2, Forest Creek Subdivision, out of the Sarah McKissick Survey, Abstract No. 549, Harris County, Texas; amending the zone classification from Multi-Family Residential-Garden Home District (MFR-GHD) to Neighborhood Commercial (NC); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The applicant is requesting to change the zoning of the subject property from Multi-Family Residential - Garden Home District (MFR-GHD) to Neighborhood Commercial (NC) for a commercial development.

The newspaper ad was published, 73 property owner notices were mailed and a sign posted on the property for the public hearing notifications.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If approved, the property owner will be required to meet the minimum standards of the NC zoning district.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held December 10, 2020, following the public hearing the City of Friendswood Planning and Zoning Commission voted 6 to 0 (Commissioner Clark was absent) to approve the zone change request. The recommendation memo is attached with more details regarding the recommendation.

ATTACHMENTS

1. Ord 2021-01 Friendswood Link Rd Zone Change MFR-GHD to NC
2. Ord 2021-01 Exhibit A

ORDINANCE NO. T2021-01

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 4321 FRIENDSWOOD LINK ROAD CONTAINING 3.2895 ACRES, ALSO KNOWN AS RESERVE A5, BLOCK 2 FOREST CREEK SUBDIVISION, OUT OF THE SARAH MCKISSICK SURVEY, ABSTRACT NO. 549, HARRIS COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM MULTI-FAMILY RESIDENTIAL-GARDEN HOME DISTRICT (MFR-GHD) TO NEIGHBORHOOD COMMERCIAL (NC); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Peter Gorman, is the Owner of the tract located at 4321 Friendswood Link Road, also known as a 3.2895 acre tract of land, also known as Reserve A5, Block 2 Forest Creek Subdivision, out of the Sarah McKissick Survey, Abstract No. 549, Harris County, Texas, as also depicted in Exhibit “A” incorporated herein by reference, (the “Property”); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Multi-Family Residential-Garden Home District (MFR-GHD) to Neighborhood Commercial (NC); and

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

of the citizens of Friendswood; and

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

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

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

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached Exhibit “A”, from Multi-Family Residential-Garden Home District (MFR-GHD) to Neighborhood Commercial (NC), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

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

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

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

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

PASSED AND APPROVED on first reading this 11th day of January, 2021.

PASSED, APPROVED, and ADOPTED on second and final reading this 1st day of February, 2021.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit "A"

1. Application
2. Deed
3. Metes & Bounds Description
4. Aerial Map
5. Location Map
6. Zoning Map



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: MFR-GHD

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: NC

☐ 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: 4322 FRIENDSWOOD LINK RD 4321

Platted Land – Plat Name: FORESTWOOD Lot: _____ Block: 2

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: PETER GORMAN Phone: _____

Owner's Mailing Address: 130 SURF CT

City: HOUSTON State: TX Zip: 77058 Fax: _____

Owner's Email Address: _____

AGENT'S NAME : ADIL ZAHIR / AMINMOHAMOAD Phone: 832-235-7442

Agent's Mailing Address: 1123 SYDNEY LANE

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

Agent's Email Address: SKAROVALIA@GMAIL.COM

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

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

X Owner's Signature: Peter Gorman Date: 11/10/2020 X

Agent's Signature: Adil Zahir Date: 11/8/2020

Received By: Becky Bennett
Date of Public Hearing: 12-10-2020
Property Owner Notices: 11-25-2020

Application Number: 2020-0045
Received Date: 11-9-2020
Newspaper Notice: 11-10-2020
Sign on Property: 11-25-2020

07100034
Stewart Title Co

WD
B

GENERAL WARRANTY DEED**NOTICE OF CONFIDENTIALITY RIGHTS:**

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: 5/27/07

Grantor: Asta L. Nilsson

Grantor's Mailing Address: 2517 Yunque
Houston Tx 77066

Grantee: Peter Gorman

1EE

Grantee's Mailing Address: 130 Surf Court
NASSAU BAY TEXAS 77058

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

A tract or parcel of land containing 3.2895 acres, or 143,290 square feet, out of the Sarah McKissick Survey, Abstract No. 549, Harris County, Texas, and being more particularly described by metes and bounds on EXHIBIT "A" attached hereto and fully incorporated herein for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property,

EXHIBIT "A"

Being a tract of land in the Sarah McKissick Survey, Abstract No. 549, Harris County, Texas and being all of the vacated subdivision plat of Forestwood, per plat recorded under Film Code 350061 of the Harris County Map Records, and being more particularly described by metes and bounds as follows with all bearings based on said plat;

D

COMMENCING at the intersection of the northeast line of Oxnard Lane (60.06 feet wide) per the plat of Forest Creek recorded in Volume 239, Page 50 Harris County Map Records, with the southeast line of Friendswood Link Road (100.00 feet wide), and the most westerly corner of Lot 1 of Block 2 of said Forest Creek; said point being in a curve concave to the northwest;

THENCE northeasterly, 111.32 feet along the southeast right-of-way line of said Friendswood Link Road and said curve concave to the northwest, having a radius of 1,440.00 feet, a central angle of $04^{\circ} 25' 45''$, and whose chord bears $N 51^{\circ} 05' 07'' E$, 111.29 feet, to the north corner of said Lot 1 and the POINT OF BEGINNING and west corner of the herein described tract; a found 5/8 inch iron rod bears $S 62^{\circ} 45' W$, 0.9 feet;

THENCE continuing northeasterly, 176.83 feet along the southeast right-of-way line of said Friendswood Link Road and the arc of said curve concave to the northwest, having a radius of 1,440.00 feet, a central angle of $07^{\circ} 02' 09''$, and whose chord bears $N 45^{\circ} 21' 10'' E$, 176.72 feet to a 5/8 inch iron rod found marking the point of tangency;

THENCE continuing along the southeast right-of-way line of said Friendswood Link Road, $N 41^{\circ} 49' 57'' E$, 438.39 feet, to a 1/2 inch iron rod found marking the west corner of a tract of land sold to First City Bank Gulfgate as described in deed recorded under Harris County Clerk's File Number K771546, and the north corner of said Forestwood and the herein described tract;

THENCE along the southwest line of said Gulfgate tract and the northeast line of said Forestwood, $S 47^{\circ} 39' 14'' E$, 234.76 feet to a point in the northwest line of said Forest Creek, the south corner of said Gulfgate tract, and the east corner of said Forestwood and the herein described tract;

THENCE along a northwest line of said Forest Creek and the southeast line of said Forestwood, $S 42^{\circ} 20' 46'' W$, 614.85 feet to an "ell" corner of said Forest Creek and the south corner of said Forestwood and the herein described tract;

THENCE along a northeast line of said Forest Creek and the southwest line of said Forestwood, $N 47^{\circ} 39' 14'' W$, 240.10 feet to the POINT OF BEGINNING and containing 3.2895 acres, or 143,290 square feet, of land.

together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Asta L. Nilsson
ASTA L. NILSSON

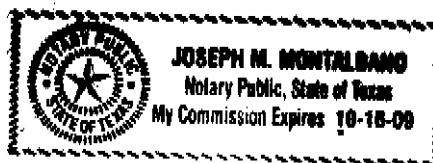
10R

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 28th day of March, 2007, before me, the undersigned Notary Public, personally appeared Asta L. Nilsson, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.

Joseph M. Montalbano
Notary Public, State of Texas



Return To:
Peter Norman
130 Surf Court
Nassau Bay Tex
77058

20070190736
Pages 4
03/30/2007 14:03:20 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
BEVERLY KAUFMAN
COUNTY CLERK
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

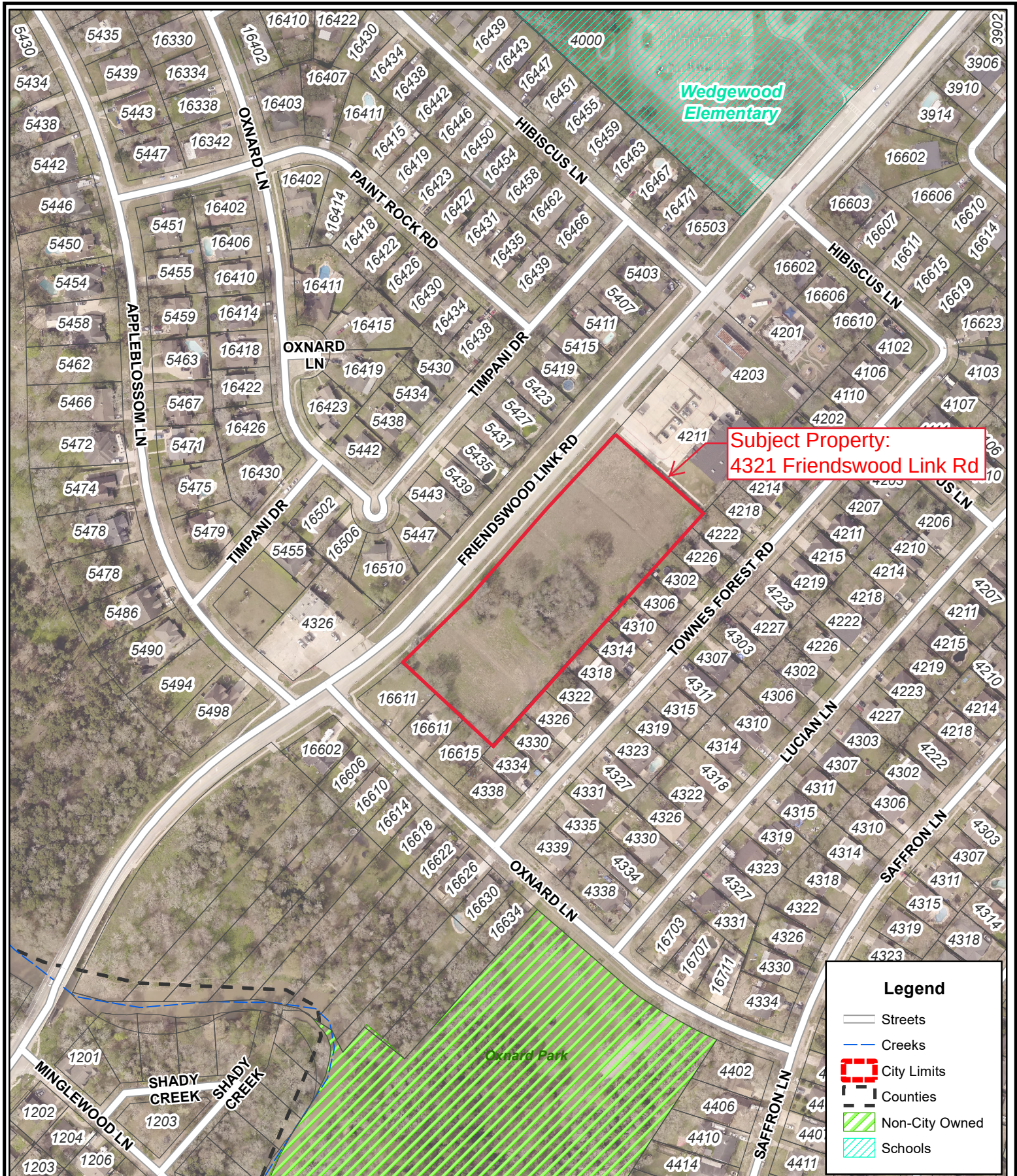
Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Beverly L. Kaufman
COUNTY CLERK
HARRIS 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.

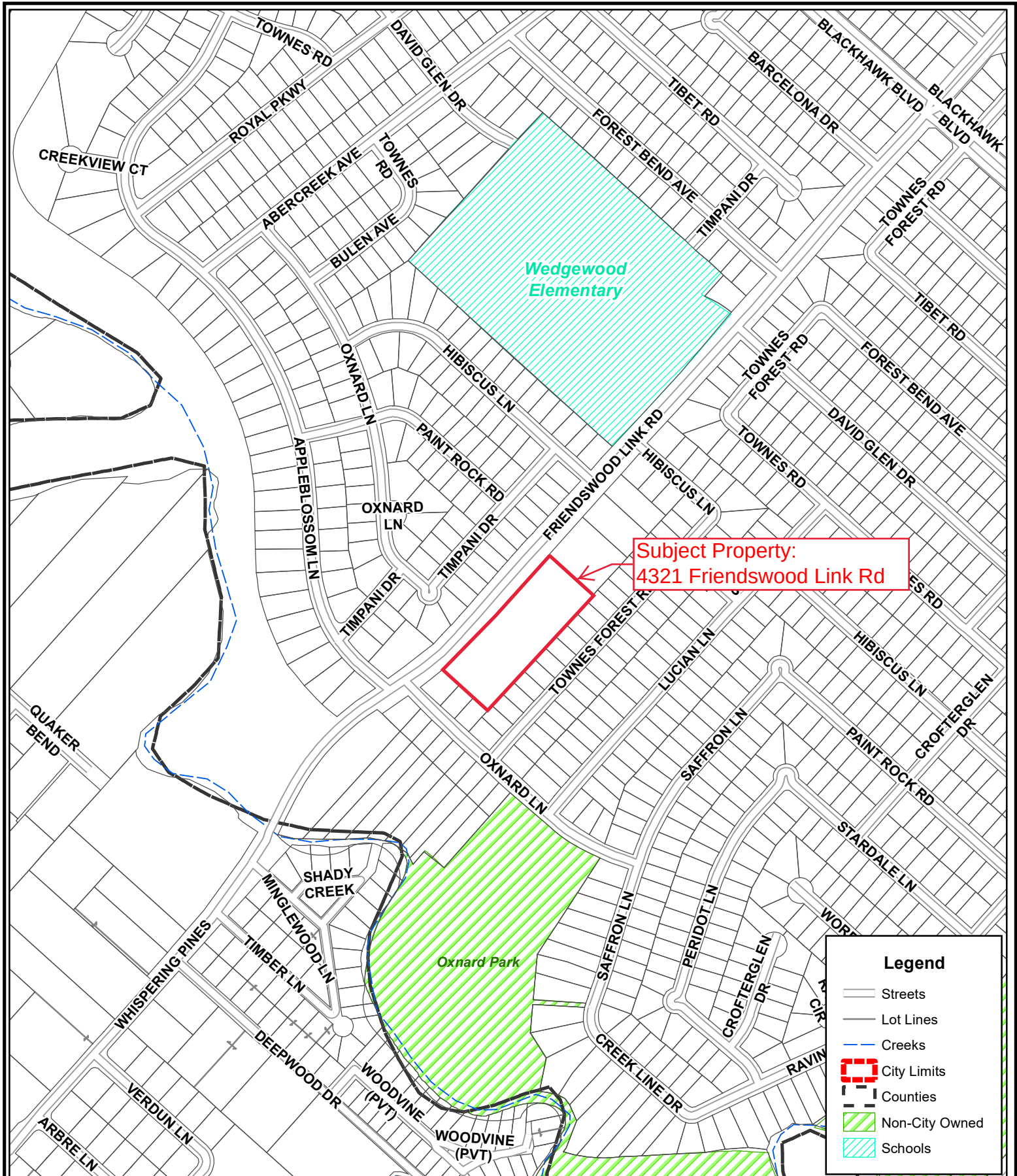


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 247'
Page 214 of 294



ORDINANCE NO. T2021-04

AN ORDINANCE AMENDING APPENDIX C ZONING ORDINANCE "SECTION 7.P.6. PERMITTED USE TABLE" TO ALLOW LESS DENSE RESIDENTIAL USES IN HIGHER DENSE RESIDENTIAL DISTRICTS BY DEFINING RESIDENTIAL USES IN THE TABLE AND AMENDING "SECTION 7. B. (R-2 AND R-3) MFR-L, RESIDENTIAL, GENERAL PURPOSE AND DESCRIPTION," "SECTION 7.C.(R-4) MFR-M, RESIDENTIAL, GENERAL PURPOSE AND DESCRIPTION," AND "SECTION 7.D.(R-5) MFR-H, RESIDENTIAL, GENERAL PURPOSE AND DESCRIPTION" TO REQUIRE THE LESS DENSE RESIDENTIAL USE LOCATED IN HIGHER DENSE RESIDENTIAL DISTRICTS TO MEET THE DISTRICT REGULATIONS OF THE LESS DENSE DISTRICT; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED \$2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, (“Zoning”) relating to land use and other circumstances, and;

WHEREAS, the City Council finds it necessary to allow less dense residential uses in higher dense residential districts; and

WHEREAS, the less dense use should abide by the regulations of the less dense district; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

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

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

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

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 7.P.6. Permitted Use Table” is hereby amended by inserting the following table prior to the existing table:

	<u>Residential Uses</u>	<u>SFR and SFR-E</u>	<u>MFR- GHD</u>	<u>MFR-L</u>	<u>MFR- M</u>	<u>MFR- H</u>	<u>MHR</u>	<u>CSC</u>	<u>NC</u>	<u>LNC</u>	<u>OPD</u>	<u>DD</u>	<u>A- 1</u>	<u>L1</u>	<u>I</u>	<u>BP</u>
	<u>Single Family Residence</u>	<u>P</u>		<u>P</u>												
	<u>Multi-Family Residence - Garden Home</u>		<u>P</u>													
	<u>Multiple-Family Residence – Low Density</u>			<u>P</u>	<u>P</u>	<u>P</u>										
	<u>Multiple-Family Residence – Medium Density</u>				<u>P</u>	<u>P</u>										
	<u>Multiple-Family Residence – High Density</u>					<u>P</u>										
	<u>Mobile Home Residence</u>						<u>P</u>									

Section 3. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 7. B. (R-2 and R-3) MFR-L, residential, general purpose and description,” “Section 7.C.(R-4) MFR-M, residential, general purpose and description,” and “Section 7.D.(R-5) MFR-H, residential, general purpose and description” is hereby amended to read as follows:

- 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, **provided, however, that for SFR uses permitted in MFR-L districts, all the district regulations for SFR development shall apply, including but not limited to lot area, width and set-back requirements.**
 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.
- C. *(R-4) MFR-M, residential, general purpose and description.* The MFR-M, Multiple-Family Residential Dwelling—Medium-Density District, is intended to provide for medium-density multiple-family dwellings which may have a relatively intense concentration of dwelling units, up to nine per acre, served by large open spaces consisting of common areas and recreation facilities, thereby resulting in medium gross densities. The principal use of land may be one or several dwelling types, including low-rise multiple-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 MFR-M, multiple-family residential district, functions as a buffer or transition between commercial or higher-density residential areas, and lower-density residential areas.

1. Multifamily residential area and height regulations. Area and height regulations in an MFR-M district are set forth in subsection Q.2 of this section, regulation matrix, **provided, however, that for MFR-L uses permitted in MFR-M districts, all the district regulations for MFR-L development shall apply, including but not limited to lot area, width and set-back requirements.**
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-M district are set forth in subsection P of this section, permitted use table.

C.1. *MFR-GHD, garden home residential, general purpose and description.* The GHD, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

- (1) May have limited area suitable for residential development due to geographical limitations;
- (2) Have portions of the property subject to flooding; or
- (3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The interior living area of the first floor of any two-story residential structure in MFR-GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces and garages.

D. *(R-5) MFR-H, residential, general purpose and description.* The MFR-H, Multiple-Family Residential Dwelling—Highest-Density District, is a residential district intended to provide for the highest residential density ranging up to 12 dwelling units per acre. The principal use of land in the district is for a wide variety of dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums, and townhouses and, subject to a specific use permit, high-rise apartments. Recreational, religious, health and educational uses normally located to service residential areas are permitted in this district in order to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. The MFR-H district is usually located adjacent to the major street and serves as a buffer or transition between commercial development or heavy automobile traffic and medium-density residential development.

1. Area and height regulations. Area and height regulations in an MFR-H district are set forth in subsection Q.2 of this section, regulation matrix, **provided, however, that for MFR-L and MFR-M uses permitted in MFR-H districts, all the district regulations for MFR-L and MFR-M development shall apply, including but not limited to lot area, width and set-back requirements.**

2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-H district are set forth in subsection P of this section, permitted use table.

Section 4. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. 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.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 6. 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 7. That 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.

PASSED AND APPROVED on first reading this 1st day of February 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this 1st day of March 2021.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

ORDINANCE NO. T2021-05

AN ORDINANCE AMENDING APPENDIX C ZONING ORDINANCE "SECTION 7.Q.2. RESIDENTIAL REGULATION MATRIX" TO AMEND SUB NOTE F TO ALLOW LOTS IN EXISTENCE THAT ARE ZONED SINGLE FAMILY RESIDENTIAL (SFR) AND ARE LESS THAN 90 FEET WIDE TO CONTINUE WITH THE SETBACKS THAT WERE ESTABLISHED WHEN THE LOT WAS PLATTED OR CREATED; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED \$2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, ("Zoning") relating to land use and other circumstances, and;

WHEREAS, the City Council finds it necessary to allow lots in existence that are zoned Single Family Residential (SFR) and are less than 90 feet in width to continue with the setbacks that were established when the lot was platted or created in order to rebuild a structure; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

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

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

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

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 7.Q.2. RESIDENTIAL REGULATION MATRIX” sub note F is hereby amended as follows:

Q. District area and height regulations.

1. No lot, parcel, premises or tract of land shall be created and no building permit shall be issued for any request that does not meet the appropriate minimum lot area, width, depth, yard and height regulations as set forth in the following tables.
2. See regulation matrix.

...

REGULATION MATRIX—RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

	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 Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single-Family	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%

Residential												
SFR-E Single-Family—Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20%
MFR-L Multifamily—Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50%
MFR-M Multifamily—Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MFR-H Multifamily—Highest	12	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20	K	No	50%
A-1	—	—	—	25 B	25	10 I	25 B	20 C	40	K	No	10%
MFR-GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, J	5 B, H	4 C, H	40	K	Yes D	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.
- C. 25 feet on thoroughfares.
- D. Zero setback on side only, minimum five-foot separation between buildings.
- E. Ten-foot minimum separation between buildings.
- F. Lots currently in existence with less than 90 feet of width ~~that have structures already built upon them~~ may continue with the same existing setback for additions provided they are not less than a minimum of five feet.
- 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.
- H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the drainage utility/access easement (if streets are private), whichever is greater.
- I. 25 feet when abutting land zoned single-family residential (SFR) district.
- J. Ten feet when abutting land zoned anything other than MFR-GHD (garden home district).

K. Parking is required in accordance with the parking group table in the design criteria manual.

Section 3. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. 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.

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 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.

PASSED AND APPROVED on first reading this 1st day of February 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this 1st day of March 2021.

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: February 1, 2021

Date submitted: 1/12/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2021-06: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, calling for the holding of a General Election on May 01, 2021, for the purpose of electing a Mayor and two (2) Councilmembers (Position Numbers 1 and 3); and making other provisions related to the subject.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This request is for City Council to approve Ordinance No. 2021-06, which calls for a General Election to be held on May 01, 2021, for the purpose of electing a Mayor, Councilmember to Position No. 1 and a Councilmember to Position No. 3.

Galveston County will conduct the election for the Galveston County portion of the City and Harris County will conduct the election for the Harris County portion of the City. Galveston and Harris County offer county-wide vote centers so all the City's registered voters may vote at any one of their polling locations within their registered County.

As a reminder, City Hall will not be a polling location for elections.

Galveston County - Early Voting hours will be Monday, April 19, 2021, through Friday, April 23, 2021, from 8:00 AM – 5:00 PM. Early Voting is required to have two – twelve hour days during the Early Voting period. The proposed ordinance designates Monday, April 26, 2021, and Tuesday, April 27, 2021, as the two – twelve hour days, with hours of 7:00 AM – 7:00 PM. Saturday Early Voting is not currently scheduled to be held. Election Day voting hours are 7:00 AM – 7:00 PM on May 01, 2021.

Harris County - Early Voting hours will be Monday, April 19, 2021, through Saturday, April 24, 2021, from 7:00 AM – 7:00 PM. Sunday, April 25, 2021, from 12:00 PM – 7:00 PM. Early Voting is required to have two – twelve hour days during the Early Voting period. The proposed ordinance designates Monday, April 26, 2021, and Tuesday, April 27, 2021, as the two – twelve hour days, with hours of 7:00 AM – 7:00 PM. Election Day voting hours are 7:00 AM – 7:00 PM on May 01, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The registered voters of the City will participate in the electoral process.

RECOMMENDATIONS

Approve the ordinance calling the General Election.

ATTACHMENTS

1. Ord 2021-06 Ordering General Election
2. Ord 2021-06 Exhibit A
3. Ord 2021-06 Exhibit B

ORDINANCE NO. T2021-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CALLING FOR THE HOLDING OF A GENERAL ELECTION ON MAY 01, 2021, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) COUNCILMEMBERS (POSITION NUMBERS 1 AND 3); AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, the Friendswood City Council deems that in accordance with the laws of the State of Texas, a General Election should occur on May 01, 2021, for the purpose of electing a Mayor and two (2) Councilmembers (Position Numbers 1 and 3); and

WHEREAS, the Friendswood City Council wishes to proceed with the ordering of such election and the City Council has determined that holding such election is in the public interest; and

WHEREAS, the laws of the State of Texas further provide that the Texas Election Code (“Code”) is applicable to all municipal elections and in order to comply with said Code, an ordinance should be passed establishing the procedures to be followed for the May 01, 2021, election;

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

Section 1. General Election; Officers. In accordance with the general laws and the Constitution of the State of Texas, a General Municipal Election is hereby ordered to be held in and throughout the City of Friendswood on May 01, 2021, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. at which General Election all resident, qualified voters of the City of Friendswood, Texas (the “City”) may vote for the purpose of electing the following officials of the City:

Mayor

Councilmember, Position No. 1

Section 2. Placement on Official Ballot. No person's name shall be placed upon the official ballot as a candidate for any of the above-mentioned Council positions unless such persons shall have filed his or her sworn application, as provided by Section 141.031 of the Texas Election Code, with the City Secretary of the City at City Hall, located at 910 S. Friendswood Drive, Friendswood, Texas 77546, not later than five o'clock (5:00) p.m. on February 12, 2021.

Section 3. Determination of Ballots. The candidates receiving a majority of votes for the position to be filled at such election shall be declared elected.

Section 4. Persons Qualified to Vote. All resident, qualified electors of the City shall be eligible to vote at the Election.

Section 5. Election Locations and Voting Hours on Election Day. The voting locations and hours for voting on Election Day shall be available for City residents of Galveston County and Harris County at all locations and times as set forth in Exhibit A hereto. Exhibit A shall be automatically modified by the City Secretary without further action of the Council to include additional or different Election Day polling places designated by the respective County and/or the Elections Administrator, and to conform to the Galveston County Election Services Agreement and the Harris County Election Services Agreement, as applicable; the notices of the Election shall be conformed to such final list. Each polling place shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

Section. 6. Early Voting. Early voting by personal appearance shall be available for City residents of Galveston County and Harris County at all locations and times as set forth in Exhibit B hereto. Exhibit B shall be automatically modified by the City Secretary without further action of the Council to include additional or different early voting polling places and times designated by the respective Counties, and to conform to the respective Election Services Agreement; the notices of the Election shall be conformed to such final lists provided to the City by the respective Counties and/or the respective Elections Administrator.

Section 7. Galveston County Early Voting Clerk and Application for Ballot. The Early Voting Clerk for voting for Galveston County residents of the City shall be Dwight D. Sullivan, Galveston County Clerk and Galveston County Election Officer. Applications for early voting for Galveston County residents of the City should be requested as follows:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
ATTN: Ballots by Mail c/o Dwight Sullivan Galveston County Clerk P. O. Box 17253 Galveston, TX 77552-7253	(409) 765-3249	Galveston County Courthouse Dwight D. Sullivan Galveston County Clerk Elections Division 600 59 th St., 2 nd Floor, Suite 2001 Galveston, TX 77551
By email ⁽¹⁾ : absenteeballotapplications@co.galveston.tx.us		

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

Section 8. Harris County Early Voting Clerk and Application for Ballot. The Early Voting Clerk for voting for Harris County residents of the City shall be Isabel Longoria, Harris County Elections Administrator. Applications for early voting for Harris County residents of the City should be requested as follows:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
Isabel Longoria Harris County Elections Administrator Attn: Elections Division P.O. Box 1148 Houston, TX 77251-1148	(713) 755-4983 or (713) 437-8683	Isabel Longoria Harris County Elections Administrator 1001 Preston, 4 th Floor, Room 440 Houston, TX 77002
By email ⁽¹⁾ : BBM@cco.hctx.net		

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

Section 9. Deadline for Applications by Mail or Fax. The last day to submit an application for a ballot to the respective Early Voting Clerk to be voted by mail (a) by personal delivery is April 16, 2021, and (b) by mail is the close of business on April 20, 2021.

Section 10. **Right to Vote.** All resident, qualified electors of the City shall be entitled to vote at the Election.

Section 11. **Appointment of Election Officials; Establishment of Central Counting Station.** The election judges, alternate judges, clerks, members of the early voting ballot board, the central counting station officials, and other personnel necessary for conducting the Election shall be appointed, election judges and alternate judges may be changed, polling places may be combined for some precincts, and the central counting station shall be established and staffed by Galveston and Harris County, as provided in the Election Services Agreements with each county, and such actions are hereby approved. Further, the City Council hereby authorizes the City Secretary to appoint any such other officials not designated herein or appointed pursuant to the Contract for Election Services as are necessary and appropriate to conduct the Election in accordance with the Code. The central counting stations to receive and tabulate votes shall be at the locations designated by Galveston County and Harris County.

Section 12. **Notice.** Notice of the election ordered herein shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code.

Section 13. **Canvass.** City Council, as the canvassing authority of this election, shall canvass the returns at its scheduled meeting to be held on Tuesday, May 11, 2021, at 6:30 p.m. At the completion of the canvass, the Mayor shall deliver the returns and tally lists used in the canvass to the City Secretary; and the City Secretary shall preserve them for a period in accordance with law.

Section 14. It is hereby further found and determined that the City Secretary posted written notice of the date, place and subject of the meeting at which this ordinance was introduced and passed on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and such notice having been so posted and remaining posted continuously for at least seventy-two (72) hours preceding the scheduled time of such meeting.

**PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING AS
PROVIDED FOR BY SECTION 3.11(B) OF THE CITY CHARTER OF FRIENDSWOOD
this 1st day of February, 2021.**

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Proposed-to be amended

EXHIBIT A

ELECTION DAY VOTING LOCATIONS, DATES AND HOURS

**May 01, 2021
Joint General Election
Election Day Voting Hours: 7 AM – 7 PM**

Election Day Voting Locations

Election Day Voting For City Voters Who Reside In Galveston County*

Galveston County utilizes countywide voting centers. City voters may vote at any of the following locations on Election Day:

TBA

*City of Friendswood voters who reside in Galveston County will vote on election day at the above-listed vote centers. Polling locations are subject to change. To verify, please go to the Galveston County website at www.galvestonvotes.org.

Election Day Voting For City Voters Who Reside In Harris County

Voting for qualified voters of the City of Friendswood who reside in Harris County shall be conducted on May 1, 2021 between the hours of 7:00 A.M. and 7:00 P.M. at the following voting center locations, as designated by Harris County:

Location	Address
TBA	

In addition to the foregoing Harris County voting centers that are located within or near the City of Friendswood, qualified voters of the City who reside in Harris County may vote on election day at any voting center designated by Harris County. Polling locations are subject to change. A complete list of such voting centers can be viewed at <https://harrisvotes.com/VotingInfo>.

Proposed-to be amended

EXHIBIT B EARLY VOTING LOCATIONS, DATES AND HOURS

Early Voting For City Voters Who Reside In Galveston County*

City of Friendswood Voters who reside in Galveston County may vote early at any of the following locations and at the times shown below:

Dates & Times:

Monday, April 19 – Friday, April 23, 2021.....8:00 a.m. – 5:00 p.m.
Monday, April 26 – Tuesday, April 27, 2021.....7:00 a.m. – 7:00 p.m.

MAIN EARLY VOTING POLLING PLACE

Galveston County Justice Center
600 59th Street
Galveston, TX 77551

EARLY VOTING BRANCH LOCATIONS

(TBA)

- * City of Friendswood voters who reside in Galveston County may vote early at the above-listed polling locations. Polling locations are subject to change. To verify, please go to the Galveston County website at www.galvestonvotes.org.

Early Voting For City Voters Who Reside In Harris County

HARRIS COUNTY EARLY VOTING POLLING LOCATIONS

Early voting for qualified voters of the City of Friendswood who reside in Harris County shall be conducted between April 19, 2021, and April 27, 2021, at the following locations and times:

<u>Early Voting Period:</u>		
Monday – Friday	04/19/21 – 04/23/21	7:00 a.m. – 7:00 p.m.
Saturday	04/24/21	7:00 a.m. – 7:00 p.m.
Sunday	04/25/21	12:00 p.m. – 7:00 p.m.
Monday – Tuesday	04/26/21 – 04/27/21	7:00 a.m. – 7:00 p.m.
*A 24-hour option may be available at one or more Early Voting Centers		

<u>MAIN EARLY VOTING POLLING PLACE</u>		
Harris County Law Library – Basement Conference Room	1019 Congress St.	Houston, TX 77002
<u>Locations Near the City of Friendswood</u>		
	TBA	

In addition to the foregoing Harris County early voting locations that are located near the City of Friendswood, qualified voters of the City who reside in Harris County may vote early at any early voting place designated by Harris County. Polling locations are subject to change. A complete list of such early voting locations can be viewed at <https://harrisvotes.com/VotingInfo>.

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: February 1, 2021

Date submitted: 1/5/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2021-07: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment IV" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; 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 fourth set for fiscal year 2020-2021.

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: \$2,214,838

Amount Budgeted: \$43,344

Appropriation Required: \$2,171,494

Source of Funds: General Fund unassigned fund balance, General Fund Revenues, PIF Funds, TWBD-FMA, 2017 CDBG-DR (Harris), 2021 GO Bonds

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays

in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment IV 2020–21.

ATTACHMENTS

1. Ord 2021-07 BA IV 2020-21
2. Ord 2021-07 Exhibit A
3. Ord 2021-07 Exhibit B

ORDINANCE NO. T2021-07

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2020-35, PASSED AND APPROVED SEPTEMBER 14, 2020, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2020-2021 BY APPROVING "BUDGET AMENDMENT IV" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2020-2021"; 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. 2020-35, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2020-2021"; 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 2020-2021;

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 2020-2021,” is hereby amended for municipal purposes as shown on “Budget Amendment IV” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2020-2021” attached hereto. Said Budget Amendment IV shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 1st day of February, 2021.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2020 – 2021
Budget Amendment IV
February 1, 2021**

1. **15355 Blackhawk, \$2,071,905.** The City purchased the building located at 15355 Blackhawk to house the Public Works and Engineering Departments, as well as the Parks Operations division. The total cost of the building including appraisal fees and closing cost was \$3,771,221.71. Funding in the amount of \$1,699,317 was appropriated on January 11, 2021 BA III. The remaining funds will come from 2017 CDBG-Disaster Recovery Harris County Grant for \$787,748; Texas Division of Emergency Management for \$485,846; TML-IRP Insurance reimbursement from depreciation of 200 Shadwell for \$81,521; and \$716,790 from the unassigned general fund balance for the City's portion. Until reimbursements are received from the other state agencies, current unassigned general fund balance will be appropriated for the unfunded cost.
2. **Police Investigation Fund, \$10,000.** Appropriate asset forfeiture funds to replace a drone. Funds will be appropriated from the Police Investigation Federal Fund (PIF) unassigned fund balance.
3. **PEG Channel-Recording Equipment, \$56,245.** Appropriate PEG Channel funds for operating equipment related to recording City Council meetings and other PEG channel content. The funding source will be restricted general fund balance from PEG Channel revenue.
4. **PEG Channel-Camera Cabling in Parks, \$17,519.** Appropriate PEG Channel funds to install coax cabling to multi-purpose cameras for security and live feed in several places throughout Lake Friendswood Park and at Pavilion A in Centennial Park. The information shared from data collection on the cameras will be used to highlight park activities on the PEG channel. The funding source will be restricted general fund balance from PEG Channel revenue.
5. **Fire Station #2 Burn Building, \$5,825.** Appropriate a portion of insurance reimbursement from TML-IRP. The burn building at Fire Station #2 was destroyed on November 30, 2020. Funds will reimburse the Fire Marshal operating services account for asbestos testing and demolition services already performed.
6. **Fire Station #2 Reconstruction and Public Safety Building Phase 2, \$43,344.** Allocate funds already appropriated for Construction Manager-At-Risk services. During the February 1, 2021 meeting, Council will have two professional service contracts before them for consideration. The cost of services for the Fire Station #2 reconstruction and training field upgrades with Christensen Building Group is \$23,344. The cost of services for public safety building expansion is \$20,000 with Core Construction. Advance funding in the amount of \$300,000 for engineering and design services was appropriated at the June 1, 2020 council meeting. These two contracts totaling \$43,344 will be reallocated from the funds already appropriated, and ultimately, reimbursed once bonds are issued.
7. **Texas Water Development Board Buy-out Program Grant, \$10,000.** Appropriate advance funding for additional costs with Jeffrey S. Ward and Associates (JSWA). An appropriation on April 6, 2020 FY20 BA V was approved for \$20,000. The City was awarded a grant through FEMA and Texas Water Development Board in January 2020 for Hurricane Harvey related property buy-outs. One hundred percent (100%) of the cost for services are covered under the grant. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.

City of Friendswood
February 1, 2021
2020-2021 Budget Amendment IV - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-10199		Due from 2017 CDGB-DR Harris County grant for advanced funding to purchase the building at 15355 Blackhawk	(787,748)
1	001-14028		Due from 2017 CDGB-DR Harris County grant for advanced funding to purchase the building at 15355 Blackhawk	787,748
1	123-26010		Due to General Fund for advance funding of funds from 2017 CDGB-DR Harris County grant to purchase the building at 15355 Blackhawk	(787,748)
1	123-10199		Due to General Fund for advance funding of funds from 2017 CDGB-DR Harris County grant to purchase the building at 15355 Blackhawk	787,748
1	001-0000-30500		Appropriate advanced funds to purchase the building at 15355 Blackhawk in the TDEM grant	(485,846)
1	001-7001-419.8120	15355BLKHWW428REV	Appropriate advanced funds to purchase the building at 15355 Blackhawk in the TDEM grant	485,846
1	001-0000-38320		Appropriate insurance reimbursement to purchase the building at 15355 Blackhawk	(81,521)
1	001-7001-419.8120	15355BLKHWW	Appropriate insurance reimbursement to purchase the building at 15355 Blackhawk	81,521
1	001-0000-30500		Appropriate General Fund unassigned fund balance to purchase the building at 15355 Blackhawk	(716,790)
1	001-7001-419.7400		Appropriate General Fund unassigned fund balance to purchase the building at 15355 Blackhawk for appraisal fees	2,750
1	001-7001-419.8120	15355BLKHWW	Appropriate General Fund unassigned fund balance to purchase the building at 15355 Blackhawk	714,040
2	101-0000-30100		Appropriate Asset Forfeiture Federal Funds to purchase a drone	(10,000)
2	101-2120-421.8800		Appropriate Asset Forfeiture Federal Funds to purchase a drone	10,000
3	001-0000-30500		Appropriate PEG Channel funds for recording equipment in Council Chambers	(56,245)
3	001-0301-413.5800	FCPEGEXP	Appropriate PEG Channel funds for recording equipment in Council Chambers	7,180
3	001-0301-413.5800	FCPEGEXP	Appropriate PEG Channel funds for recording equipment in Council Chambers	49,065
4	001-0000-30500		Appropriate PEG Channel Funds for construction costs to install coax cabling at Lake Friendswood Park and Centennial Park Pavilion A	(17,519)
4	001-0716-419.7400	FCPEGEXP	Appropriate PEG Channel Funds for construction costs to install coax cabling at Lake Friendswood Park and Centennial Park Pavilion A	17,519
5	001-0000-38310	BURNBLDGREV	Appropriate TML-IRP insurance reimbursement for asbestos testing and demolition services on the Burn Building at Fire Station #2	(5,825)
5	001-2501-422.7400	BURNBLDGEXP	Appropriate TML-IRP insurance reimbursement for asbestos testing services on the Burn Building at Fire Station #2	950
5	001-2501-422.7400	BURNBLDGEXP	Appropriate TML-IRP insurance reimbursement to demolish the Burn Building at Fire Station #2	4,875
6	257-26010		Allocate funds already appropriated in 2020 GO Bonds to Construction Manager-At-Risk Services for Fire Station #2 and Training Field Upgrades	(23,344)
6	257-26010	GO1519	Allocate funds already appropriated in 2020 GO Bonds to Construction Manager-At-Risk Services for Fire Station #2 and Training Field Upgrades	23,344
6	257-26010		Allocate funds already appropriated in 2020 GO Bonds to Construction Manager-At-Risk Services for Public Safety Building Expansion	(20,000)
6	257-26010	GO1518	Allocate funds already appropriated in 2020 GO Bonds to Construction Manager-At-Risk Services for Public Safety Building Expansion	20,000
7	001-10199		Due from TWDB FMA Grant funds for additional funds for grant administration services with Jeffery S. Ward & Associates	(10,000)
7	001-14019		Due from TWDB FMA Grant funds for additional funds for grant administration services with Jeffery S. Ward & Associates	10,000
7	121-26010		Due to General Fund from TWDBA FMA Grant for additional funds for grant administration services with Jeffery S. Ward & Associates	(10,000)
7	121-10199		Due to General Fund from TWDBA FMA Grant for additional funds for grant administration services with Jeffery S. Ward & Associates	10,000

DOCUMENT 00800

ONE-YEAR MAINTENANCE BOND

Bond No. 9665112

THAT WE, Joslin Construction Texas , LLC, as Principal, hereinafter called the Contractor, and the other subscriber hereto, Westfield Insurance Company, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of FOUR MILLION FIVE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED EIGHTY-SIX dollars and NINETY cents (\$4,580,886.90), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for construction of Blackhawk Boulevard Reconstruction Phase II, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end of the One-year Maintenance period;

NOW THEREFORE, if the said Contractor shall comply with the provisions of the General Conditions, and correct work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

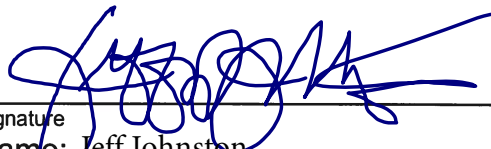
IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

Joslin Construction Texas, LLC

Name of Contractor



Signature

Name: Jeff Johnston

Title: Chief Operating Officer

ATTEST SEAL:

Westfield Insurance Company

Full Name of Surety

2717 Commercial Center Blvd., #E200

Address of Surety for Notice

Katy, Texas 77494

City, State and Zip Code of Surety for Notice

832-913-5013

Telephone Number of Surety



Signature

Name: Gloria M. Villa

Title: Attorney-in-Fact

Date: December 31, 2020

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

City Attorney

Date

END OF DOCUMENT

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4219912 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. GROPPPELL, EDWARD L. MOORE, ROXANNE G. BRUNE, BEVERLY A. IRELAND, SHAREN R. GROPPPELL, FRANCINE HAY, KURT A. RISK, SHARON CAVANAUGH, SUE KOHLER, GLORIA M. VILLA, JOINTLY OR SEVERALLY

of HOUSTON and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 26th day of MAY A.D., 2016 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 26th day of MAY A.D., 2016 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of December A.D., 2020 .



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DOCUMENT 00805

EXTENDED WARRANTY MAINTENANCE BOND

Bond No. 4440829

THAT WE, Joslin Construction Texas, LLC, as Principal, hereinafter called the Contractor, and the other subscriber hereto, SureTec Insurance Company, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of FIFTY THOUSAND dollars and ZERO cents (\$50,000.00), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for construction of Blackhawk Boulevard Reconstruction Phase II, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end of the One-year Maintenance period;

NOW THEREFORE, if the said Contractor shall comply with the Correction of Work provision of the General Conditions, and warrant work not in accordance with the Contract Documents discovered within one (1) year from the date that the One-year Maintenance Bond has expired, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

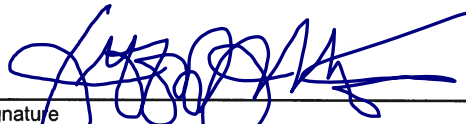
**EXTENDED WARRANTY
MAINTENANCE BOND**

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

Joslin Construction Texas, LLC

Name of Contractor



Signature

Name: Jeff Johnston

Title: Chief Operating Officer

ATTEST SEAL:

SureTec Insurance Company

Full Name of Surety

2103 CityWest Boulevard, Suite 1300

Address of Surety for Notice

Houston, TX 77042

City, State and Zip Code of Surety for Notice

713-812-0800

Telephone Number of Surety



Signature

Name: Gloria Marisol Villa

Title: Attorney-in-Fact

Date: December 31, 2020

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

City Attorney

Date

END OF DOCUMENT

Blackhawk Boulevard Reconstruction Phase II

Extended Warranty Items

Below are items to be covered under the extended warranty maintenance period. The extended warranty period is a total of two (2) years. The items below were detailed on page 2 of 3 in the "City of Friendswood – Blackhawk Boulevard Phase II Package 'A': Pavement Panel Review Deficiency Items" attachment issued by HDR Engineering on May 19, 2020.

1. Pavement panel T34, T35
2. Pavement panel T1, T2, T3, T4, T5, T6
3. Two pavement panels in the outside lane at 16503 Blackhawk Blvd
4. Inside lanes per the limits on Phase 4 (approx. Sta. 68+69 to end)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Sharon Cavanaugh, Kurt A. Risk, Sharen Groppell, Roxanne G. Brune, David R. Groppell,
Beverly A. Ireland, Francine Hay, Gloria Marisol Villa

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

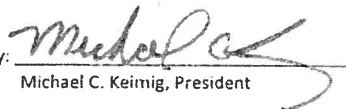
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

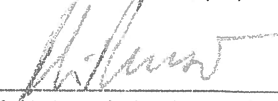
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of June, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



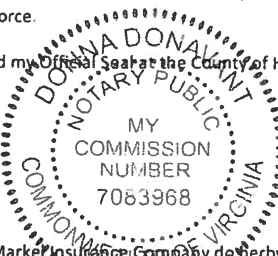
Markel Insurance Company

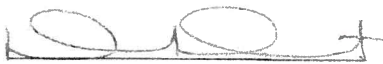
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 12th day of June, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

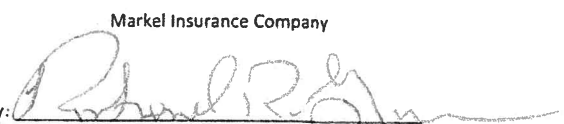
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 31st day of December, 2020.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
--

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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: February 1, 2021

Date submitted: 1/5/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approve the ratification of the Mayor's signature on a contract with Galveston County for Election Services

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This agenda item is to ratify the Mayor's signature on an agreement with Galveston County for election services, which will be provided to the City of Friendswood for the May 01, 2021, General Election.

The deadline to order the May 1, 2021, General Election is February 12.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Galveston County will offer county-wide vote centers so all Galveston County registered voters may vote at any one of the polling locations in Galveston County.

RECOMMENDATIONS

The City Secretary's office recommends Council approve the joint election agreement with Galveston County to provide election services for the City's General Election.

ATTACHMENTS

1. Galveston County Contract for Election Services

Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 21st day of January, 2021 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Mike Foreman, Mayor on behalf of City of Friendswood ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: May 01, 2021 General Election

May 1, 2021
Election Date

June 19, 2021
Runoff Election Date

Early Voting will be held on **April 19-23, 2021** from 8 a.m. to 5 p.m. and **April 26-27, 2021** with the polls being open from 7 a.m. to 7 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]
- 1.3. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]
- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

- 1.5. Provide Ballot by Mail services for the Entity.

[See the Fee Schedule]

- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$48 for attending training.

- 1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.

- 1.8. Provide the Entity ****and where possible the candidates running for office***, a sample ballot for them to proof and approve or provide corrections.

[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

- 2. Duties and Services of the Entity.** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 30, 2021**. Contracts submitted after this date will require a \$500 fee ***which will be non-refundable regardless of whether the Entity cancels its election.***

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after **January 31, 2021**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **February 14, 2021**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters

of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 17, 2021**. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

- 2.7. Return to Galveston County, by **March 8, 2021 by noon**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 10, 2021**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

- 2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
3. **Cancellation of Contract:** Except for contracts consummated after January 30, 2021, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of February 16, 2021. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.
4. **Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently enjoined from:
- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
5. **Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$50 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Touch, \$506 per Verity Controller and \$577 per Verity Touch with access.
 - d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$125 delivery per location
 - e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.

- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$50 per person per class
- i) Two or more electronic poll pads will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Base cost of \$12 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. **The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).**
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Melinda Welsh
Name (Print)


Signature

281-996-3270
Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity: Name/Address

City of Friendswood

910 South Friendswood Dr. *Phone:* 281-996-3270

Friendswood, TX 77546 *Email:* mwelsh@friendswood.com

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this 21st day of January, 2021

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: Mayor Mike Foreman
(Please Print)


(Signature)

- | | |
|---|---|
| ☐ City Manager | ☒ Mayor |
| ☐ Superintendent | ☐ President |
| ☐ City Secretary | ☐ Other |
| ☐ Chair County Executive Committee | |

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

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: February 1, 2021

Date submitted: 1/12/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Excusing the absence of Councilmember Steve Rockey from the January 11, 2021, City Council Meeting

Originating Department: Mayor & Council

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Mayor Foreman recommends excusing the absence of Councilmember Steve Rockey from the January 11, 2021, City Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Mayor Foreman recommends excusing the absence of Councilmember Steve Rockey from the January 11, 2021, City Council meeting.

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: February 1, 2021

Date submitted: 1/19/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the disposal of two decommissioned Police Department vehicles through Houston Auto Auction

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The police department has two decommissioned police vehicles (P279 – 2013 Chevrolet Tahoe PPV and P283 – 2013 Chevrolet Tahoe PPV) that it presents for disposal. The department will dispose of the vehicles through services provided by Houston Auto Auction. The vehicles have been in service 2012 and 2013, respectively. Costs associated with keeping the vehicles suitable for service are high, making the most cost effective solution to auction them. Both police units were replaced in 2020. All vehicles will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of all of these vehicles will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of these assets in the manner described.

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: February 1, 2021

Date submitted: 1/5/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the December 2020 Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax December 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



January 12, 2021

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 December, 2020 is true and correct.

Under my hand and seal this 12th day of January, 2021.

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

01/05/2021 09:31:29
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2020 THRU 12/31/2020
 JURISDICTION: 0337 FRIENDMD CITY

PAGE: 35
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.392153	3,759,110.94	.00	.00	.00	3,759,110.94	.00	.00	.00	3,759,110.94
	I & S	.095161	912,196.82	.00	.00	.00	912,196.82	.00	.00	.00	912,196.82
	TOTAL	.487314	4,671,307.76	.00	.00	.00	4,671,307.76	.00	.00	.00	4,671,307.76
2019	M & O	.432160	1,350.32	.00	1,765.14	.00	3,115.46	2,256.69	.00	.00	5,372.15
	I & S	.089279	278.97	.00	364.67	.00	643.64	.00	.00	.00	643.64
	TOTAL	.521439	1,629.29	.00	2,129.81	.00	3,759.10	2,256.69	.00	.00	6,015.79
2018	M & O	.437173	3,759.80	.00	587.85	.00	4,347.65	463.03	.00	.00	4,810.68
	I & S	.095218	818.90	.00	128.05	.00	946.95	.00	.00	.00	946.95
	TOTAL	.532391	4,578.70	.00	715.90	.00	5,294.60	463.03	.00	.00	5,757.63
2017	M & O	.432349	2,644.57	.00	118.18	.00	2,762.75	91.17	.00	.00	2,853.92
	I & S	.095000	581.09	.00	25.97	.00	607.06	.00	.00	.00	607.06
	TOTAL	.527349	3,225.66	.00	144.15	.00	3,369.81	91.17	.00	.00	3,460.98
2016	M & O	.462000	367.40	.00	43.63	.00	411.03	28.01	.00	.00	439.04
	I & S	.084000	66.80	.00	7.93	.00	74.73	.00	.00	.00	74.73
	TOTAL	.546000	434.20	.00	51.56	.00	485.76	28.01	.00	.00	513.77
2015	M & O	.497200	82.88	.00	58.83	.00	141.71	32.42	.00	.00	174.13
	I & S	.071500	11.92	.00	8.47	.00	20.39	.00	.00	.00	20.39
	TOTAL	.568700	94.80	.00	67.30	.00	162.10	32.42	.00	.00	194.52
2014	M & O	.530300	255.32	.00	211.92	.00	467.24	104.22	.00	.00	571.46
	I & S	.061100	29.42	.00	24.41	.00	53.83	.00	.00	.00	53.83
	TOTAL	.591400	284.74	.00	236.33	.00	521.07	104.22	.00	.00	625.29
2010	M & O	.519800	88.75	.00	81.19	.00	169.94	.00	.00	.00	169.94
	I & S	.065300	11.14	.00	10.20	.00	21.34	.00	.00	.00	21.34
	TOTAL	.585100	99.89	.00	91.39	.00	191.28	.00	.00	.00	191.28
2009	M & O	.499700	48.00	.00	50.48	.00	98.48	15.93	.00	.00	114.41
	I & S	.080000	7.69	.00	8.08	.00	15.77	.00	.00	.00	15.77
	TOTAL	.579700	55.69	.00	58.56	.00	114.25	15.93	.00	.00	130.18
ALL	M & O		3,767,707.98	.00	2,917.22	.00	3,770,625.20	2,991.47	.00	.00	3,773,616.67
ALL	I & S		914,002.75	.00	577.78	.00	914,580.53	.00	.00	.00	914,580.53
ALL	TOTAL		4,681,710.73	.00	3,495.00	.00	4,685,205.73	2,991.47	.00	.00	4,688,197.20
DLQ	M & O		8,597.04	.00	2,917.22	.00	11,514.26	2,991.47	.00	.00	14,505.73
DLQ	I & S		1,805.93	.00	577.78	.00	2,383.71	.00	.00	.00	2,383.71
DLQ	TOTAL		10,402.97	.00	3,495.00	.00	13,897.97	2,991.47	.00	.00	16,889.44

01/05/2021 09:31:29 3659993
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 12/01/2020 THRU 12/31/2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 36
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR M & O			3,759,110.94	.00	.00	.00	3,759,110.94	.00	.00	.00	3,759,110.94
CURR I & S			912,196.82	.00	.00	.00	912,196.82	.00	.00	.00	912,196.82
CURR TOTAL			4,671,307.76	.00	.00	.00	4,671,307.76	.00	.00	.00	4,671,307.76

01/05/2021 09:26:51
TC298-M SELECTION: DEPOSIT

3659993

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2020 THRU 12/31/2020
JURISDICTION: 337 FRIENDMD CITY

PAGE: 122
INCLUDES AG ROLLEBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018	RF201214	167853	201812	0.00	0.00	0.00	0.00 18S1	15.97-	15.97-RF
2018	RF201214	167853	201812	15.97-	0.00	0.00	0.00 18S1	15.97	0.00 RF
2018	RF201214	201800	201812	0.00	0.00	0.00	0.00 18S1	133.09-	133.09-RF
2018	RF201214	201800	201812	133.09-	0.00	0.00	0.00 18S1	133.09	0.00 RF
2018	RF201214	202007	201902	133.10-	0.00	9.32-	0.00 18S1	142.42	0.00 RF
2018	RF201214	202007	201902	0.00	0.00	0.00	0.00 18S1	142.42-	142.42-RF
2018	RF201214	202424	201901	0.00	0.00	0.00	0.00 18S1	133.10-	133.10-RF
2018	RF201214	202424	201901	133.10-	0.00	0.00	0.00 18S1	133.10	0.00 RF
2018	RF201214	393904	201810	269.65-	0.00	0.00	0.00 18S1	269.65	0.00 RF
2018	RF201214	393904	201810	0.00	0.00	0.00	0.00 18S1	269.65-	269.65-RF
2018 TOTAL				684.91-	0.00	9.32-	0.00	0.00	694.23-

2019	RF201221	1203080010001	202001	10,737.47-	0.00	0.00	0.00 HK16	10,737.47	0.00 RF
2019	RF201221	1203080010001	202001	0.00	0.00	0.00	0.00 HK16	10,737.47-	10,737.47-RF
2019	RF201214	146623	201912	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019	RF201214	146623	201912	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019	RF201214	167853	201912	0.00	0.00	0.00	0.00 19S1	146.00-	146.00-RF
2019	RF201214	167853	201912	146.00-	0.00	0.00	0.00 19S1	146.00	0.00 RF
2019	RF201214	201574	201912	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019	RF201214	201574	201912	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019	RF201214	201800	201912	181.77-	0.00	0.00	0.00 19S1	181.77	0.00 RF
2019	RF201214	201800	201912	0.00	0.00	0.00	0.00 19S1	181.77-	181.77-RF
2019	RF201214	202007	201912	0.00	0.00	0.00	0.00 19S1	224.76-	224.76-RF
2019	RF201214	202007	201912	224.76-	0.00	0.00	0.00 19S1	224.76	0.00 RF
2019	RF201214	202424	202001	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019	RF201214	202424	202001	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019	RF201214	218971	201912	0.00	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019	RF201214	218971	201912	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019	RF201214	231944	201911	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019	RF201214	231944	201911	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019	RF201214	393904	201911	0.00	0.00	0.00	0.00 19S1	288.32-	288.32-RF
2019	RF201214	393904	201911	288.32-	0.00	0.00	0.00 19S1	288.32	0.00 RF
2019	RF201214	394560	201911	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019	RF201214	394560	201911	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 TOTAL				12,360.48-	0.00	0.00	0.00	0.00	12,360.48-

2020	929121620T	1000450000008	202001	1,433.96-	0.00	0.00	0.00 CERT	0.00	1,433.96-TR
2020	845942120720	1004100000013	202011	610.90-	0.00	0.00	0.00 CERT	0.00	610.90-TR
2020	845942120720	1004130000021	202011	836.26-	0.00	0.00	0.00 CERT	0.00	836.26-TR
2020	845942120720	1012770000002	202011	761.49-	0.00	0.00	0.00 CERT	0.00	761.49-TR
2020	845942120720	1012800000001	202011	635.80-	0.00	0.00	0.00 CERT	0.00	635.80-TR

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YEAR	DEPOSIT	ACCOUNT NUMBER	LEVY	DISCOUNT	PENALTY	ATTORNEY CAUSE / REV	REFUND	PAYMENT
			PAID	GIVEN	INTEREST		AMOUNT	AMOUNT CAT
2020	845942120720	1022320000025	466.40-	0.00	0.00	0.00 CERT	0.00	466.40-TR
2020	929120820T	1035010000027	160.73-	0.00	0.00	0.00 CERT	0.00	160.73-TR
2020	845942120720	1050130000008	615.70-	0.00	0.00	0.00 CERT	0.00	615.70-TR
2020	845942120720	1057790000001	732.87-	0.00	0.00	0.00 CERT	0.00	732.87-TR
2020	845942120720	1057820000025	636.82-	0.00	0.00	0.00 CERT	0.00	636.82-TR
2020	845942120720	169118	1,289.51-	0.00	0.00	0.00 CERT	0.00	1,289.51-TR
2020	845942120720	169211	767.79-	0.00	0.00	0.00 CERT	0.00	767.79-TR
2020	864123020PHC	184169	863.34-	0.00	0.00	0.00 CERT	0.00	863.34-RI
2020	807943121720	184178	917.71-	0.00	0.00	0.00 CERT	0.00	917.71-TR
2020	845942120720	200818	1,170.02-	0.00	0.00	0.00 CERT	0.00	1,170.02-TR
2020	845942120720	201022	969.81-	0.00	0.00	0.00 CERT	0.00	969.81-TR
2020	RF201214	201448	0.00	0.00	0.00	0.00 2050	16.95-	16.95-RF
2020	RF201214	201448	16.95-	0.00	0.00	0.00 2050	16.95	0.00 RF
2020	845942120720	201652	848.16-	0.00	0.00	0.00 CERT	0.00	848.16-TR
2020	845942120720	202084	236.93-	0.00	0.00	0.00 CERT	0.00	236.93-TR
2020	845942120720	203064	981.56-	0.00	0.00	0.00 CERT	0.00	981.56-TR
2020	845942120720	218946	782.24-	0.00	0.00	0.00 CERT	0.00	782.24-TR
2020	845942120720	306793	1,525.84-	0.00	0.00	0.00 CERT	0.00	1,525.84-TR
2020	864120120CHC	306901	721.61-	0.00	0.00	0.00 CERT	0.00	721.61-TR
2020	845942120720	310237	1,009.77-	0.00	0.00	0.00 CERT	0.00	1,009.77-TR
2020	845906121020	351238	1,812.81-	0.00	0.00	0.00 2051	0.00	1,812.81-TR
2020	844906121020	357154	1,388.26-	0.00	0.00	0.00 CERT	0.00	1,388.26-TR
2020	RF201214	407363	0.00	0.00	0.00	0.00 2050	21.93-	21.93-RF
2020	RF201214	407363	21.93-	0.00	0.00	0.00 2050	21.93	0.00 RF
2020	RF201214	407392	0.00	0.00	0.00	0.00 2050	55.20-	55.20-RF
2020	RF201214	407392	55.20-	0.00	0.00	0.00 2050	55.20	0.00 RF
2020	RF201214	420084	549.21-	0.00	0.00	0.00 2050	549.21	0.00 RF
2020	RF201214	420084	0.00	0.00	0.00	0.00 2050	549.21	0.00 RF
2020	RF201214	422211	142.45-	0.00	0.00	0.00 2050	142.45	0.00 RF
2020	RF201214	422211	0.00	0.00	0.00	0.00 2050	142.45	0.00 RF
2020	RF201214	424596	0.00	0.00	0.00	0.00 2050	54.00-	54.00-RF
2020	RF201214	424596	54.00-	0.00	0.00	0.00 2050	54.00	0.00 RF
2020	844915122220	424599	1,608.93-	0.00	0.00	0.00 CERT	0.00	1,608.93-TR
2020	864122120CHC	513083	2,856.95-	0.00	0.00	0.00 CERT	0.00	2,856.95-TR
2020	RF201214	513674	0.00	0.00	0.00	0.00 2050	812.51-	812.51-RF
2020	RF201214	513674	812.51-	0.00	0.00	0.00 2050	812.51	0.00 RF
2020	864121520CHC	720875	2,733.36-	0.00	0.00	0.00 CERT	0.00	2,733.36-TR
2020	RF201214	726299	0.00	0.00	0.00	0.00 2050	727.04-	727.04-RF
2020	RF201214	726299	727.04-	0.00	0.00	0.00 2050	727.04	0.00 RF

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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020 TOTAL			31,754.82-	0.00	0.00	0.00	0.00	31,754.82-
TOTAL REVERSALS			44,800.21-	0.00	9.32-	0.00	0.00	44,809.53-

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 12/01/2020 THRU 12/31/2020
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2009 TOTAL			55.69	0.00	58.56	15.93	0.00	130.18
2010 TOTAL			99.89	0.00	91.39	0.00	0.00	191.28
2014 TOTAL			284.74	0.00	236.33	104.22	0.00	625.29
2015 TOTAL			94.80	0.00	67.30	32.42	0.00	194.52
2016 TOTAL			434.20	0.00	51.56	28.01	0.00	513.77
2017 TOTAL			3,225.66	0.00	144.15	91.17	0.00	3,460.98
2018 TOTAL			5,263.61	0.00	725.22	463.03	0.00	6,451.86
2019 TOTAL			13,989.77	0.00	2,129.81	2,256.69	0.00	18,376.27
2020 TOTAL			4,703,062.58	0.00	0.00	0.00	0.00	4,703,062.58
TOTAL PAYMENTS			4,726,510.94	0.00	3,504.32	2,991.47	0.00	4,733,006.73
2018 TOTAL			684.91-	0.00	9.32-	0.00	0.00	694.23-
2019 TOTAL			12,360.48-	0.00	0.00	0.00	0.00	12,360.48-
2020 TOTAL			31,754.82-	0.00	0.00	0.00	0.00	31,754.82-
TOTAL REVERSALS			44,800.21-	0.00	9.32-	0.00	0.00	44,809.53-
TOTAL FOR UNIT			4,681,710.73	0.00	3,495.00	2,991.47	0.00	4,688,197.20

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	3,797,796,969	161,875,562	3,959,672,531	00.487314	18,058,625.23
					6,296

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	18,065,542.22	793,083.01	793,083.01	6,398,206.95	6,398,206.95	12,460,418.28	33.93	0.00
2019	221,138.15	36,231.99-	36,231.99-	69,520.38	69,520.38	115,385.78	37.60	0.00
2018	46,656.63	3,569.42-	3,569.42-	5,775.21	5,775.21	37,312.00	13.40	0.00
2017	21,992.69	3,453.93	3,453.93	5,020.21	5,020.21	20,426.41	19.73	0.05-
2016	17,330.46	480.14-	480.14-	1,842.82	1,842.82	15,007.50	10.94	0.00
2015	14,009.79	.00	0.00	267.44	267.44	13,742.35	1.91	0.00
2014	14,747.87	.00	0.00	411.85	411.85	14,336.02	2.79	0.00
2013	11,225.18	.00	0.00	178.27	178.27	11,046.91	1.59	0.00
2012	10,965.91	115.47-	115.47-	7.78	7.78	10,842.66	.07	115.47-
2011	10,272.17	74.99-	74.99-	59.29	59.29	10,137.89	.58	74.99-
2010	9,505.56	.00	0.00	587.60	587.60	8,917.96	6.18	0.00
2009	6,883.00	.00	0.00	446.87	446.87	6,436.13	6.49	0.00
2008	5,727.32	.00	0.00	116.16	116.16	5,611.16	2.03	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	1.54	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85	0.00	0.00
2001	941.66	.00	0.00	0.00	0.00	941.66	0.00	0.00
2000	996.69	.00	0.00	0.00	0.00	996.69	0.00	0.00
1999	0.00	.00	0.00	0.00	0.00	0.00	0.00	0.00
****	18,466,352.63	756,064.93	756,064.93	6,482,466.76	6,482,466.76	12,739,950.80		190.51-

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
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	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2020
LAND VALUE	5,043,274.252	4,336,860.912	51,375.599	51,945-	51,323.654	4,388,184.566
AG EXCLUSION	27,337,308	27,337,308	1,092,372	1,162,290-	69,918-	27,267,390
IMPROVEMENTS	706,413,340	706,413,340	168,976,092	29,958,391-	139,017,701	845,431,041
APPRAISED VALUE	5,043,274.252	5,043,274.252	220,351,691	30,010,336-	190,341,355	5,233,615,607
EXEMPTIONS	1,218,139,975	1,218,139,975	34,310,804	5,775,093-	28,465,793	1,246,605,768
TAXABLE VALUE	3,797,796.969	3,797,796.969	184,948,515	23,072,953-	161,875,562	3,959,672,531
LEVY	18,065,542.22	18,065,542.22	888,761.66	95,678.65-	793,083.01	18,858,625.23
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	431	27	27	10,247
OVER 65	3,163	3,163	120	15	16	3,179
DISABLED	182	182	6	4	4	186
VETERAN	221	221	9	3	3	224
TOTAL EXEMPT	80	80	0	0	0	80

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
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	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2020
LAND VALUE	4,537,437.822	3,891,505.950	243,468	50,000-	193,468	3,891,699,418
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	1,224,025	5,875,390-	4,651,365-	641,280,507
APPRAISED VALUE	4,537,437.822	4,537,437.822	1,467,493	5,925,390-	4,457,897-	4,532,979,925
EXEMPTIONS	1,018,439,121	1,018,439,121	326,024	2,771,471	3,097,495	1,021,536,616
TAXABLE VALUE	3,494,315,010	3,494,315,010	1,141,469	8,696,861-	7,555,392-	3,486,759,618
LEVY	221,138.15	221,138.15	5,961.46	42,193.45-	36,231.99-	184,906.16
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	2	29	29	10,029
OVER 65	2,975	2,975	1	17	17	2,992
DISABLED	181	181	0	5	5	186
VETERAN	205	205	0	1-	1-	204
TOTAL EXEMPT	74	74	0	0	0	74

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
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	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2020
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	19,560	79,082-	59,522-	617,840,887
APPRAISED VALUE	4,207,374,518	4,207,374,518	19,560	79,082-	59,522-	4,207,314,996
EXEMPTIONS	891,117,422	891,117,422	0	1,485,893	1,485,893	892,603,315
TAXABLE VALUE	3,292,414,186	3,292,414,186	19,560	1,564,975-	1,545,415-	3,290,868,771
LEVY	46,656.63	46,656.63	113.72	3,683.14-	3,569.42-	43,087.21
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	21	21	10,022
OVER 65	2,897	2,897	0	7	7	2,904
DISABLED	0	0	0	2	2	2
VETERAN	204	204	0	1-	1-	203
TOTAL EXEMPT	0	0	0	0	0	0

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
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	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2020
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	2,010	15,270-	13,260-	615,998,551
APPRAISED VALUE	4,271,816,787	4,271,816,787	2,010	15,270-	13,260-	4,271,803,527
EXEMPTIONS	988,826,434	988,826,434	0	209,394	209,394	989,035,828
TAXABLE VALUE	3,264,000,598	3,264,000,598	2,010	224,664-	222,654-	3,263,777,944
LEVY	21,992.69	21,992.69	10.60	3,443.33	3,453.93	25,446.62
UNCOLLECTIBLE	.00	.05	.00	.00	.00	.05
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	1	1	10,006
OVER 65	2,854	2,854	0	1	1	2,855
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
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	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2020
LAND VALUE	3,999,127,118	3,429,239,107	0	0	0	3,429,239,107
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	13,200-	13,200-	569,874,811
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	13,200-	13,200-	3,999,113,918
EXEMPTIONS	968,850,710	968,850,710	0	75,952	75,952	968,926,662
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	89,152-	89,152-	3,016,751,043
LEVY	17,330.46	17,330.46	.00	480.14-	480.14-	16,850.32
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	1-	1-	2,720
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2012
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 199
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2020
LAND VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
AG EXCLUSION	24,253,634	24,253,634	0	0	0	24,253,634
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
EXEMPTIONS	688,493,465	688,493,465	0	0	0	688,493,465
TAXABLE VALUE	2,297,998,999	2,297,998,999	0	0	0	2,297,998,999
LEVY	10,965.91	10,965.91	.00	115.47-	115.47-	10,850.44
UNCOLLECTIBLE	.00	115.47	.00	.00	.00	115.47
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,520	9,520	0	0	0	9,520
OVER 65	2,294	2,294	0	0	0	2,294
DISABLED	184	184	0	0	0	184
VETERAN	202	202	0	0	0	202
TOTAL EXEMPT	611	611	0	0	0	611

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2011
JURISDICTION: 0337 FRIENDMD CITY
INCLUDES AG ROLLBACK
PAGE: 200

	CERTIFIED ROLL 08/01/2020	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2020
LAND VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
AG EXCLUSION	25,181,497	25,181,497	0	0	0	25,181,497
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
EXEMPTIONS	693,987,772	693,987,772	0	0	0	693,987,772
TAXABLE VALUE	2,307,908,459	2,307,908,459	0	0	0	2,307,908,459
LEVY	10,272.17	10,272.17	.00	74.99-	74.99-	10,197.18
UNCOLLECTIBLE	.00	74.99	.00	.00	.00	74.99
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,686	9,686	0	0	0	9,686
OVER 65	2,190	2,190	0	0	0	2,190
DISABLED	191	191	0	0	0	191
VETERAN	183	183	0	0	0	183
TOTAL EXEMPT	606	606	0	0	0	606

Summary of Jurisdiction Remittances Processed

Report run on: January 6, 2021 12:46 PM

For Remitted Deposit Dates 12/01/2020 thru 12/31/2020 as of 01/06/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 62770	Print Date:12/07/2020						
	Current	16,042.85	3,892.96	0.00	0.00	0.00	19,935.81
	Delq	2,020.95	418.15	0.00	0.00	0.00	2,439.10
Last Deposit Date	12/01/2020	\$18,063.80	\$4,311.11	\$0.00	\$0.00	\$0.00	\$22,374.91
ACH 62814	Print Date:12/07/2020						
	Current	152,665.19	37,046.14	0.00	0.00	0.00	189,711.33
	Delq	2,384.40	500.77	0.00	0.00	0.00	2,885.17
Last Deposit Date	12/02/2020	\$155,049.59	\$37,546.91	\$0.00	\$0.00	\$0.00	\$192,596.50
ACH 62859	Print Date:12/07/2020						
	Current	46,661.28	11,322.93	0.00	0.00	0.00	57,984.21
	Delq	6,153.09	1,321.05	0.00	0.00	0.00	7,474.14
Last Deposit Date	12/03/2020	\$52,814.37	\$12,643.98	\$0.00	\$0.00	\$0.00	\$65,458.35
ACH 62907	Print Date:12/07/2020						
	Current	50,801.82	12,327.72	0.00	0.00	0.00	63,129.54
	Delq	230.75	47.67	0.00	0.00	0.00	278.42
Last Deposit Date	12/04/2020	\$51,032.57	\$12,375.39	\$0.00	\$0.00	\$0.00	\$63,407.96
ACH 62953	Print Date:12/10/2020						
	Current	49,198.08	11,938.55	0.00	0.00	0.00	61,136.63
	Delq	125.62	19.18	0.00	0.00	0.00	144.80
Last Deposit Date	12/07/2020	\$49,323.70	\$11,957.73	\$0.00	\$0.00	\$0.00	\$61,281.43
ACH 62998	Print Date:12/10/2020						
	Current	111,387.58	27,029.63	0.00	0.00	0.00	138,417.21
	Delq	419.06	75.00	0.00	0.00	0.00	494.06
Last Deposit Date	12/08/2020	\$111,806.64	\$27,104.63	\$0.00	\$0.00	\$0.00	\$138,911.27
ACH 63044	Print Date:12/11/2020						
	Current	95,666.20	23,214.69	0.00	0.00	0.00	118,880.89
	Delq	60.06	8.64	0.00	0.00	0.00	68.70
Last Deposit Date	12/09/2020	\$95,726.26	\$23,223.33	\$0.00	\$0.00	\$0.00	\$118,949.59
ACH 63090	Print Date:12/14/2020						
	Current	129,145.42	31,338.81	0.00	0.00	0.00	160,484.23
	Delq	1,461.78	304.25	0.00	0.00	0.00	1,766.03
Last Deposit Date	12/10/2020	\$130,607.20	\$31,643.06	\$0.00	\$0.00	\$0.00	\$162,250.26
ACH 63137	Print Date:12/14/2020						
	Current	171,340.43	41,578.00	0.00	0.00	0.00	212,918.43
	Delq	314.71	65.02	0.00	0.00	0.00	379.73
Last Deposit Date	12/11/2020	\$171,655.14	\$41,643.02	\$0.00	\$0.00	\$0.00	\$213,298.16
ACH 63184	Print Date:12/16/2020						
	Current	37,815.07	9,176.29	0.00	0.00	0.00	46,991.36
	Delq	(1,911.34)	(401.26)	0.00	0.00	0.00	(2,312.60)
Last Deposit Date	12/14/2020	\$35,903.73	\$8,775.03	\$0.00	\$0.00	\$0.00	\$44,678.76
ACH 63228	Print Date:12/17/2020						
	Current	15,832.35	3,841.92	0.00	0.00	0.00	19,674.27
Last Deposit Date	12/15/2020	\$15,832.35	\$3,841.92	\$0.00	\$0.00	\$0.00	\$19,674.27

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Summary of Jurisdiction Remittances Processed

Report run on: January 6, 2021 12:46 PM

For Remitted Deposit Dates 12/01/2020 thru 12/31/2020 as of 01/06/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 63270	Print Date:12/18/2020						
	Current	105,222.25	25,533.50	0.00	0.00	0.00	130,755.75
	Delq	1,188.44	245.52	0.00	0.00	0.00	1,433.96
Last Deposit Date	12/16/2020	\$106,410.69	\$25,779.02	\$0.00	\$0.00	\$0.00	\$132,189.71
ACH 63316	Print Date:12/21/2020						
	Current	238,751.65	57,936.23	0.00	0.00	0.00	296,687.88
Last Deposit Date	12/17/2020	\$238,751.65	\$57,936.23	\$0.00	\$0.00	\$0.00	\$296,687.88
ACH 63359	Print Date:12/21/2020						
	Current	58,999.20	14,316.88	0.00	0.00	0.00	73,316.08
	Delq	74.41	15.37	0.00	0.00	0.00	89.78
Last Deposit Date	12/18/2020	\$59,073.61	\$14,332.25	\$0.00	\$0.00	\$0.00	\$73,405.86
ACH 63405	Print Date:12/23/2020						
	Current	170,535.96	41,382.77	0.00	0.00	0.00	211,918.73
	Delq	(5,429.99)	(1,111.39)	0.00	0.00	0.00	(6,541.38)
Last Deposit Date	12/21/2020	\$165,105.97	\$40,271.38	\$0.00	\$0.00	\$0.00	\$205,377.35
ACH 63453	Print Date:12/28/2020						
	Current	274,335.48	66,571.07	0.00	0.00	0.00	340,906.55
	Delq	7.73	1.60	0.00	0.00	0.00	9.33
Last Deposit Date	12/22/2020	\$274,343.21	\$66,572.67	\$0.00	\$0.00	\$0.00	\$340,915.88
ACH 63500	Print Date:12/29/2020						
	Current	750,570.65	182,135.64	0.00	0.00	0.00	932,706.29
	Delq	1,227.42	256.60	0.00	0.00	0.00	1,484.02
Last Deposit Date	12/23/2020	\$751,798.07	\$182,392.24	\$0.00	\$0.00	\$0.00	\$934,190.31
ACH 63548	Print Date:12/29/2020						
	Current	393,554.50	95,501.20	0.00	0.00	0.00	489,055.70
Last Deposit Date	12/28/2020	\$393,554.50	\$95,501.20	\$0.00	\$0.00	\$0.00	\$489,055.70
ACH 63596	Print Date:12/31/2020						
	Current	161,726.13	39,245.01	0.00	0.00	0.00	200,971.14
	Delq	325.03	67.15	0.00	0.00	0.00	392.18
Last Deposit Date	12/29/2020	\$162,051.16	\$39,312.16	\$0.00	\$0.00	\$0.00	\$201,363.32
ACH 63643	Print Date:01/04/2021						
	Current	282,338.90	68,513.13	0.00	0.00	0.00	350,852.03
	Delq	2,582.39	493.63	0.00	0.00	0.00	3,076.02
Last Deposit Date	12/30/2020	\$284,921.29	\$69,006.76	\$0.00	\$0.00	\$0.00	\$353,928.05
ACH 63689	Print Date:01/05/2021						
	Current	446,519.95	108,353.75	0.00	0.00	0.00	554,873.70
	Delq	279.75	56.76	0.00	0.00	0.00	336.51
Last Deposit Date	12/31/2020	\$446,799.70	\$108,410.51	\$0.00	\$0.00	\$0.00	\$555,210.21
Total:		\$3,770,625.20	\$914,580.53	\$0.00	\$0.00	\$0.00	\$4,685,205.73

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: February 1, 2021

Date submitted: 1/5/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the December 7, 2020, City Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of December 7 is 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. December 7, 2020 Minutes

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
DECEMBER 7, 2020

6 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, DECEMBER 7, 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
DEPUTY CITY SECRETARY MICHELLE PEREZ

CITY SECRETARY MELINDA WELSH WAS ABSENT FROM THE MEETING.

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation – Pastor Frank Possert, Calvary Chapel

The invocation was given by Pastor Frank Possert with Calvary Chapel.

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.)

David Allen, Friendswood resident, addressed Council and reminded of previous handouts he

provided from past Council meetings, suggested for everyone to word search WebMD for coronavirus and common colds, there are thirty strains of coronavirus, four cause the common cold, and twenty-six are harmless. The test that is being given is just a coronavirus test, does not find the 31st kind that Dr. Fauci developed in the Wuhan Lab, which he did pay \$3.7 million dollars. United States funding was used to develop the highly contagious virus in the Wuhan Lab when it was outlawed in Chappell Hill, North Carolina. The tests are 90% false positive. The Center for Disease Control and Prevention (CDC) states that masks do not protect you from getting or from passing it. It is being used to shut down the economy and prevent the world from functioning properly, especially against China and other countries. This is not United States Constitution rules; it is World Health Organization and world government rules. Mr. Allen read from title of a Pfizer article that the vaccine is a female sterilization, same protein in the virus is in the placenta, and it will destroy the placenta, may cause horrible miscarriages, or just complete sterility and stated that Bill Gates said people will have to take multiple vaccines, which is a sign that they have got something else besides what is going on. In 2015, a trial run was done in Africa with a tetanus shot which was used to sterilize millions of women in Kenya. Women were unable to conceive and Bill Gate's vaccine was laced with female sterility, it attacked the ovaries. The vaccine companies all have immunity. This vaccine is very dangerous; it is kept 70 to 100 degrees below zero. Vaccines have never had to be kept that cold before, there is something weird about it, advised to not take it and warn your relatives if they want a future for their families.

5. WORK SESSION

A. Capital Improvement Projects Update

Mayor Foreman opened the discussion regarding the Capital Improvement Projects Update. Director of Engineering/City Engineer Jildardo Arias presented a PowerPoint presentation regarding the 2019-2020 Street Maintenance Program, which is substantially complete. Mr. Arias stated there are some odds and ends that the contractor needs to complete so that the project can be closed out. With the 3/8th cent sales tax being renewed, city staff is now in the process of working on and evaluating streets for the 2021 Maintenance Project. The streets under consideration include those that were identified by the 2018 Street Evaluation Report, as well as a few areas that the city was not able to get to including Coward's Creek Drive. Once that list of streets is narrowed down, it will be listed on the City of Friendswood GIS website. There are some deficiencies that need to be addressed, some streets have developed cracking. The city has visited with the contractor regarding the cracking issues, want to see if that will be a continual issue, but in the meantime are going to have them address it by applying a seal. There are some other streets where the quality is not up to par such as Rustic Lane. Rustic Lane has cracking that goes up through the middle of the street. The city does not have a definitive answer on why that is happening, but do plan on getting core samples on numerous streets that might have some issues to see if there is something underlying or if it is just a workmanship issue. Once the cores are received within the next couple of weeks, will have a much better idea of what to do moving forward. Ultimately if it is a workmanship issue, then that will be addressed.

Discussion took place between Mayor, Council and Staff regarding street repair. Councilmember Scott stated he lives on Chester Drive and all the streets over there where the asphalt was done is unacceptable. His street is wavy down the middle of the road and it is brand new. Mr. Arias stated Staff is looking into those streets and will address the issues in the next couple of weeks. Councilmember Griffon asked how do you address the tie-ins to the driveways with the asphalt, there are some areas where people are calling saying it is very steep with a big drop going down the driveway. Mr. Arias stated it would be addressed by extending the tie-ins to prevent bottoming

out. Some of the driveways that are having issues were built so long ago that layers upon layers of asphalt have been added, and makes for a big difference between the driveway and the street.

Mr. Arias continued with the Capital Improvement Projects update and stated the city was able to replace approximately 1.64 lane miles of concrete roadway, over 103,621 square feet of panels were repaired and replaced, as well as 5,571 linear feet of curb work done in relation to these concrete streets. Additionally, 2,236 square feet of sidewalks and wheelchair ramps were replaced. All of the work was done through Americans with Disabilities Act (ADA) regulations to the greatest extent possible. The city also had 1 storm inlet replaced, which had partially collapsed, 4 sewer manholes were repaired and adjusted, approximately 13.94 lane miles of asphalt roadway were repaired and reclaimed, 4,140 linear feet of curbs were replaced to go along those asphalt streets, biggest chunk of that was done on Clearview Avenue beginning just northwest of Quaker Drive, and 136 linear feet of culvert pipe was replaced. All the pipes that were replaced were either collapsed or undersized for where they were located. Friendswood Lakes Boulevard construction kicked off on 11/4/2020, is part of a \$4.27 million dollar project, 4800 linear feet of 8" waterline and 1400 feet of 8" and 10" sewer main will be installed, construction of underground utilities is ongoing, most of the work is concentrated around South Eagle Creek, Galveston County is providing the construction oversight on this project, with a current end date of 6/10/2021. The contractor feels that it will be completed as early as April or May of 2021. Construction is ongoing at Lift Station #23, the latest major milestone that has been hit is the completion of the structural components of the wet well which will collect the sewage. In about a month, after the concrete has had time to cure, the contractor will have a sub come in for them and spray on a liner that will help protect the concrete against the elements and extend the life of all the work that is being done right now. The next major milestone will be insulation of the building, which will house the electrical components, panels for the pumps, etc. Bypass pumping is ongoing, dedicated lift package to serve the Century Oaks Subdivision which is now online is currently running off of a generator. The contractor is anticipating a completion date of April or May of 2021. Next is an update on the status of the Fire Station #2 Reconstruction Project, programming is underway, and the architect is getting near to having a proposed layout for the fire station, architect has received a lot of input from the Friendswood Volunteer Fire Department and the Fire Marshal's Office regarding the needs of the building. A request for qualifications (RFQ) for a Construction Manager-at-Risk for this project was closed on 11/19/20, there were 10 responses received which are currently in the process of being evaluated. In the coming weeks, the interested parties will be whittled down and interviews will be conducted by the selection committee. An update on the Public Safety Building Expansion Project was given, similar to previously discussed item, Construction Manager-at-Risk RFQ closed on 11/19/20, are currently in the process of looking at respondents experience and capabilities, as well as making phone calls to references, and this project had 15 submittals received. Emergency repairs were completed to the bridge on San Joaquin Parkway just before the entrance to the San Joaquin Estates Subdivision. There was a culvert pipe that had to be replaced that was not anticipated. During the process of cleaning out these pipes to get them ready to receive the spray-on polymer, pipes were found to be completely rotted out with bare dirt underneath. These were replaced and sprayed with geopolymer spray after being thoroughly cleaned, are still under the warranty period, once the one-year mark comes up, will be revisiting these pipes and making sure their performance is up to par and that it will last. Deputy Director of Engineering Samantha Haritos will dive deeper into the Forest Bend Detention Pond Detention Project in the next drainage update. The in-depth analysis and preliminary engineering are currently underway for this project. The engineering staff has been in regular contact with the Forest Bend Homeowner's Association (HOA) to keep them apprised of the latest on this project, met with the HOA president last week to give an update on the potential layout of the detention pond as well as the potential layout of the trail that will surround it, and have a 30%

plan submittal anticipated after the holidays. There have been questions about the intersection at Leisure Lane and FM 518, unfortunately, there is no solid update on that but have been pestering TxDOT to get an update. City Manager, Morad Kabiri stated 95% plans were completed around 9/23/20. The plans should be complete and being advertised, but do not have record of that just yet.

Mr. Arias gave an update on the Imperial Estates Detention Project, coming up on 99,518 loads as of 11/25/20 with an update from the Galveston County Consolidated Drainage District tomorrow with exactly where it stands on that. It is estimated to be roughly 680 acre-feet of detention capacity, showed an aerial image of the detention pond the engineering staff captured on different dates that displays the magnitude of the project and stated there is still progress to be made. Councilmember Hanks asked if the roadwork and some of the other problems are still under warranty. Mr. Arias stated yes, are still under warranty. The 2020 project final payment has not been accepted yet. The city is asking to have issues addressed before releasing retainage on that, at which point will be entering a one-year maintenance period. The longer it takes, the longer will be under warranty. It will not be paid until there are answers on the deficiencies.

B. Waterworks & Sewer System Revenue Bonds, Series 2021

Mayor Foreman opened the discussion regarding Waterworks & Sewer System Revenue Bonds, Series 2021. City Manager Morad Kabiri introduced the city's financial advisor, John Roebuck, BOK Financial to discuss the round of bond issuances. This is the second issuance from the 5-7 year Water Capital Improvement Projects list. Mr. Roebuck gave a PowerPoint presentation, provided an overview of current Bond Market-Bond Buyer Index and stated the market is still in the same relative range, 17 basic points off of the all-time low and about 2.14% below the historical average, are in a great place to sell bonds and sees the market staying in this range in the foreseeable future. Mr. Roebuck continued with the estimated debt services requirement and stated will fund the water and sewer projects over a 20-year period like the 2018 bond issue. This bond will generate \$14,728,000 for construction proceeds for those projects and will also fund the reserve fund requirement, which is the average debt service that has to be put aside in case there is not revenue that can pay for the debt. This is almost identical to what was done in 2018 with a 20-year debt structure. Mr. Roebuck reviewed the tentative schedule of events to move forward, have been working on the offering document with staff, rating calls scheduled for Monday, December 14, 2020, print documents on January 4, 2021, sell them on January 11 and close on February 4 in which the funds will be received by the city.

City Manager Morad Kabiri requested Council to move to Agenda Item 8B. With concurrence of Council, Mayor Foreman moved to Agenda Item 8B, Discussion and possible action.

6. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Mayor Foreman asked if anyone would like to speak. No one spoke.

7. City Manager's Report

A. Friendswood Library Outstanding Programming Award

City Manager Morad Kabiri reported that Harold Benson was the recipient of this year's Friendswood Library Outstanding Programming Award. Mr. Benson was recognized for his leadership in the planning and execution of a month-long series of panel discussions celebrating the 50th Anniversary of the Apollo 11 mission. Events were held at the Friendswood Library and other locations throughout the city. Mr. Benson was instrumental in bringing together astronauts, flight directors, engineers, NASA employees and family members to discuss Apollo 11 and Friendswood's role in getting the first men to the moon. Harold Benson is a long-time Friendswood resident and former NASA employee. He was in charge of the Landing and Docking Systems at the time of the Apollo Mission among many other prominent roles with NASA.

B. Lake Friendswood

The City Manager reported that a few months ago, staff was made aware of a flooding concern at Lake Friendswood; more specifically, the southeastern quadrant of the park. Development in League City immediately adjacent to the park has blocked natural drainage pathways, thus flooding the walking trail in some parts after heavy rains. Staff is working with our counterparts in League City to rectify the issue. In the meantime, Public Works staff is pumping out the water to ensure accessibility.

Councilmember Scott stated the trail is inaccessible today. The City Manager stated it would be corrected. Councilmember Rockey stated does not understand why a developer would change flow pattern, and use any means possible to get this resolved. Councilmember Hanks asked about the issue of nearby scrub trees growing into the fence under the power lines on the other side, would be good to take care of now.

C. Hurricane Harvey Update

The City Manager reported on the Hurricane Harvey and Drainage Update. Mr. Kabiri stated have finished up the majority of the acquisitions and demolitions on the properties that were previously closed. The state has indicated through Senate Bill 7 on the Hazard Mitigation Program, which was the 75% of federal funds and 25% local match, originally, did not have the 25% to provide so told homeowners they would take a loss of 25% less of the value. The state has come back through Senate Bill 7 and offered to cover 75% of that 25%. The city is actively going back and working with those homeowners that passed on the initial application, including those that have closed and are working on trying to get them as whole as possible. Now that the properties are bought out and demoed, the city has assumed responsibility for maintenance of those properties. In regards to the Forest Bend Detention Project, Council will get a more in-depth update from Deputy Director of Engineering Samantha Haritos next month when the drainage update is provided, as well as the Utility Line Relocate Project. Those are both in the early design stages. On the acquisition side of the Community Development Block Grant Disaster Recovery Program, have received most of the clearances to move forward, unfortunately, it is a multi-step process. The city is waiting to get the final green light from the General Land Office as those homeowners are still in limbo, are 3+ years removed from Hurricane Harvey and do feel their pain. The CBDG-DR mitigation grant is a \$78 million dollar program that the Engineering Department submitted in late August. There has been no word just yet on where that project will fare, are hopeful and are actively looking for other solutions if this one does not pan out. The city did get the green light and advanced funding for the Deepwood and the Blackhawk Facility (old Food Lion). A portion of the grant will be used to make an emergency shelter at the old Food Lion building. The city is waiting on a clearance from Harris

County administering the CDBG Program so it can purchase the building, hopefully by this month or January 2021.

D. Coronavirus Disease 2019 (COVID-19) Update

The City Manager reported that as a result of the coronavirus, staff has implemented and continues to follow the Continuity of Operations and Pandemic Plans, continue to monitor the pandemic, city facilities reopened to the public in October, a number of annual events have been altogether cancelled or modified, 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 continue, extended screening protocols for public meetings, previously applicable only to staff, to all participants, partnered with Friendswood Independent School District (FISD) on the use of Coronavirus Relief Funding, submitted for the reimbursement of eligible expenditures under the CARES Act. A Public Health Event Declaration has been made in accordance with the Pandemic Plan.

8. Discussion and Possible Action

A. Discussion and possible action regarding amending the Appointment Policy for Boards, Committees, and Commissions.

****Councilmember Scott moved to approve amending the Appointment Policy for Boards, Committees, and Commissions.**

The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 8C, Discussion and possible action.

B. Discussion and possible action regarding approval of the schedule for the City's Waterworks & Sewer System Revenue Bonds, Series 2021

****Councilmember Scott moved to approve the schedule for the City's Waterworks & Sewer System Revenue Bonds, Series 2021.**

The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 7, City Manager's Report.

C. Discussion and possible action regarding appointment to the following boards, committees, and commissions:

Planning and Zoning Commission – Appoint Travis Mann to a 3-year term expiring November 2023 to replace Brett Banfield who resigned.

****Councilmember Griffon moved to appoint Travis Mann to the Planning and Zoning Commission for a 3-year term expiring November 2023 to replace Brett Banfield who resigned.**

The motion was seconded and approved unanimously.

9. Resolution

Consideration and possible action regarding the following:

A. Resolution No. R2020-25: A resolution of the City Council of the City of Friendswood, Texas, adopting a legislative priority for the upcoming 87th session of the Texas Legislature.

****Councilmember Hanks moved to approve Resolution No. R2020-25 - A resolution of the City Council of the City of Friendswood, Texas, adopting a legislative priority for the upcoming 87th session of the Texas Legislature.**

The motion was seconded and approved unanimously.

10. Ordinances

Consideration and possible action regarding the following:

- A. 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. (Tabled 09/14/20)

No action was taken regarding 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. (Tabled 09/14/20)

Mayor Foreman reported the application for rezoning was withdrawn by the applicant.

- B. Ordinance No. T2020-44: Second and Final reading of an ordinance amending Appendix C – “Zoning,” “Section 7.Q. District Area and Height Regulations” to amend and clarify the height regulations and exceptions in all commercial zoning districts and “Section 20. Definitions.” to remove a duplicate requirement; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

****Councilmember Griffon moved to approve the Second and Final reading of Ordinance No. 2020-44 – An ordinance amending Appendix C – “Zoning,” “Section 7.Q. District Area and Height Regulations” to amend and clarify the height regulations and exceptions in all commercial zoning districts and “Section 20. Definitions.” to remove a duplicate requirement; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability. The motion was seconded and approved unanimously.**

- C. Ordinance No. T2020-45: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 34, Floods, Article II. Flood Damage Prevention, Division 1. Generally, by amending Sections 34-19, 34-21, 34-24, 34-25, 34-31, 34-33, 34-34, and by adding Section 34-35; and amending Division 2. Flood Hazard Reduction, by amending Sections 34-60 through 34-64; providing a penalty for violation in an amount

not to exceed \$2,000 for each violation, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability, publication and effective date.

****Councilmember Branson moved to approve the Second and Final reading of Ordinance No.**

2020-45 – An ordinance amending the Code of Ordinances, Chapter 34, Floods, Article II. Flood Damage Prevention, Division 1. Generally, by amending Sections 34-19, 34-21, 34-24, 34-25, 34-31, 34-33, 34-34, and by adding Section 34-35; and amending Division 2. Flood Hazard Reduction, by amending Sections 34-60 through 34-64; providing a penalty for violation in an amount not to exceed \$2,000 for each violation, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability, publication and effective date.

The motion was seconded and approved unanimously.

D. Ordinance No. T2020-47: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment II" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

****Councilmember Griffon moved to approve the First and Final reading of Ordinance No. 2020-47**

– An ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment II" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; 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.

11. Communications from the Mayor and Councilmembers

Councilmember Rockey announced his Council position is up in May and will be running again, and appreciates all of the support.

Mayor Foreman stated Councilmember Rockey is a great councilmember; it has been an honor and pleasure serving with him.

Councilmember Branson wished everyone a wonderful holiday season. She stated she is looking forward to 2021. Joycina Baker, the city's official City Historian, will be celebrating her 92nd birthday on January 15th. If you see her, wish her well.

Councilmember Hanks wished everyone a Merry Christmas and Happy Holidays, thanked the Parks and Recreation Department and Keep Friendswood Beautiful for the beautiful decorations at Stevenson Park, and city staff have done a great job this year. She further stated she will be running again for City Council. It has been an honor and privilege to serve the people of Friendswood.

Mayor Foreman stated he is glad Councilmember Hanks is running again, she has been another marvelous councilmember to serve with on City Council.

Councilmember Griffon thanked Councilmembers Rockey and Hanks for the wonderful work they

have done over the last 3 years, has enjoyed working with them and wished everyone a Merry Christmas.

Councilmember Scott wished everyone a Merry Christmas and Happy Hanukah.

Councilmember Erenwert wished everyone a Merry Christmas; because of the employees, the city had a lot of amazing activities despite the circumstances, and looks forward to next year.

Mayor Foreman announced he will also run again, and loves being the Mayor of Friendswood, have a great city staff that continues to impress, and never saw a hiccup in any city services during this pandemic. He stated he recommends getting the COVID-19 vaccine when it is available.

12. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the January City Council meeting for January 11, 2020, to accommodate the New Year's Holiday
- B. Endorse the Mayor's appointment/reappointment of two board members to the Board of Directors of the Harris-Galveston Subsidence District
- C. Ratifying the City Manager's signature on an agreement for American Tower, on behalf of T-Mobile, to make modifications to the telecommunications tower located at the Public Safety Building, 1600 Whitaker Dr
- D. Approving a Sanitary Sewer Easement for 209 E. Spreading Oaks (Holbrook Scaggs Addition)
- E. Approve the disposal of four Public Works vehicles through Public Surplus
- F. Approving the October 2020 Tax Report
- G. Approving the minutes of the November 2 and 17, 2020, City Council Meetings

**Councilmember Scott moved to approve the Consent Agenda. The motion was seconded and approved unanimously.

13. Adjournment

This meeting was adjourned at 6:56 PM.

Mayor Mike Foreman

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: February 1, 2021

Date submitted: 1/19/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Communications from the public regarding Executive Session Topics.

Originating Department: City Attorney

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

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: February 1, 2021

Date submitted: 1/19/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Council may convene into Executive Session in accordance with Texas Government Code, pursuant to Section 551.074: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee with possible discussion and action related thereto in open session. (Appointment of the City Secretary)

Originating Department: City Attorney

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS