

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
FEBRUARY 7, 2022



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 P.M. ON MONDAY, FEBRUARY 7, 2022, AT IN THE COUNCIL CHAMBERS, CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS ON THE AGENDA LISTED BELOW:

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE – United States and State of Texas

4. COUNCIL FOR A DAY

- A. Consider a resolution declaring February 8, 2022, as Cline Elementary School Day in the City of Friendswood, Texas.

5. COUNCIL COMMENTS AND LIAISON REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

6. PUBLIC COMMENT

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney or Municipal Judge, shall not be discussed and shall be referred to City Management.

7. WORK SESSION TOPICS

- A. Receive a presentation regarding the City of Friendswood's Drainage Project Update.

8. CITY MANAGER'S REPORT

- A. Present an update regarding the City receiving the GFOA Award for Excellence in Financial Reporting for our fiscal year 2019 - 2020 Annual Comprehensive Financial Report.
- B. Present an update regarding the City of Friendswood Annual Tree Give Away event.

9. BUSINESS ITEM

- A. Consider appointing Alternate Member Mr. Jason Byers as a Regular Member to the Zoning Board of Adjustments to complete the unexpired term of Mr. Ron Dyer.

- B. Consider renaming an amenity in Stevenson Park in honor of a member(s) of the Burke/Lowe Family.

10. PROPOSED RESOLUTIONS AND ORDINANCES

- A. Consider a resolution amending the City Council Rules of Procedure to address oaths of office, votes needed for council action, the calling of special meetings, recess of meetings, and political advertising.
- B. Consider approving the second and final reading of an ordinance amending Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 - Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."
- C. Consider approving the first reading of an ordinance repealing Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks" of the Code of Ordinances, Friendswood, Texas, in its entirety and amending Chapter 30 "Fire Protection and Prevention" of the Code of Ordinances, Friendswood, Texas, by adding Article IV "Fireworks" to establish regulations for the use of fireworks in accordance with state law.
- D. Consider approving the first and final reading of an ordinance ordering the General and Special Elections to be held on May 7, 2022, for the purposes of electing councilmembers for Position Nos. 4 and 6 and voting for or against amendments to the Charter of the City of Friendswood.
- E. Consider approving the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.

11. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- A. Consider a resolution designating the Mayor as the City's representative in seeking eligible grant funds under the General Victim Assistance Direct Services Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.
- B. Consider a resolution authorizing the Agreement for the Temporary Closure of State Right-of-Way with the Texas Department of Transportation for the temporary closure of FM 2351 for the Youth Sports Day Parade.
- C. Consider a resolution authorizing the City Manager to execute Subdivision Participation/Release Forms pursuant to the Texas Opioid Settlement Allocation Term Sheet.
- D. Consider a resolution authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.

- E. Consider ratifying the Agreement with Paragon Sports Constructors for the Stevenson Park Walking Trail Project.
- F. Consider ratifying the Amendment to the Licensing Agreement with Tyler Technologies, Inc., to add an e-citation module for software integration for the PD ICS software program.
- G. Consider approving the disposal of two decommissioned Police Department vehicles through Houston Auto Auction.
- H. Consider approving the disposal of one decommissioned Engineering Department vehicle through an online auction at www.publicsurplus.com.
- I. Consider authorizing the acceptance of public improvements to the Lift Station #23 project into the contractor's one-year maintenance period.
- J. Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds to purchase downtown street signage.
- K. Consider accepting the December 2021 tax report.
- L. Consider approving the minutes of the City Council Regular Meeting held December 6, 2021.
- M. Consider approving the minutes of the City Council Regular Meeting held on January 10, 2022.

12. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. 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, LETICIA BRYSCH, 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 AND IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, ON THIS THE 3RD DAY OF FEBRUARY, 2022, AT 5:00 P.M.



LETICIA BRYSCH, CITY SECRETARY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, DECLARING FEBRUARY 8, 2022, AS CLINE ELEMENTARY
SCHOOL DAY IN THE CITY OF FRIENDSWOOD, TEXAS; AND PROVIDING
FOR AN EFFECTIVE DATE.

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

Section 1. The City Council hereby declares February 8, 2022, as Cline Elementary
School Day in the City of Friendswood, Texas.

Section 2. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the
City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, 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 7, 2022

Date submitted: 01/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive a presentation regarding the City of Friendswood's Drainage Project Update.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Receive and discuss a presentation regarding the City's drainage projects. The February 2022 Drainage Update provides an overview of drainage and flood control projects in the planning, engineering design, and construction phases. Ongoing projects presented include the following projects funded partially or fully by Hurricane Harvey Disaster Recovery Community Development Block Grants: Clear Creek Utility Relocation, Forest Bend Offline Detention, Frenchman's Creek Green Space, and the Deepwood Acquisition and Infrastructure Project. Additional items presented include the upcoming Houston-Galveston Area Council Method of Distribution (MOD) in the amount of \$488,762,000 and an overview on the FM 1959 Detention Basin and the Whitcomb Terracing / Blackhawk Detention Basin project concepts,

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Presenting ongoing City and regional drainage projects and efforts to the Council will better prepare them to discuss the City's drainage concerns and assist them in acting on critical drainage and flood control actions that require the Council's input and/or consent.

RECOMMENDATIONS

Listen and interact with Engineering Department staff to gain insight into the City's ongoing drainage projects and pursuits.

ATTACHMENTS

1. February 2022 Drainage Update

ATTACH REQUIRED FORMS

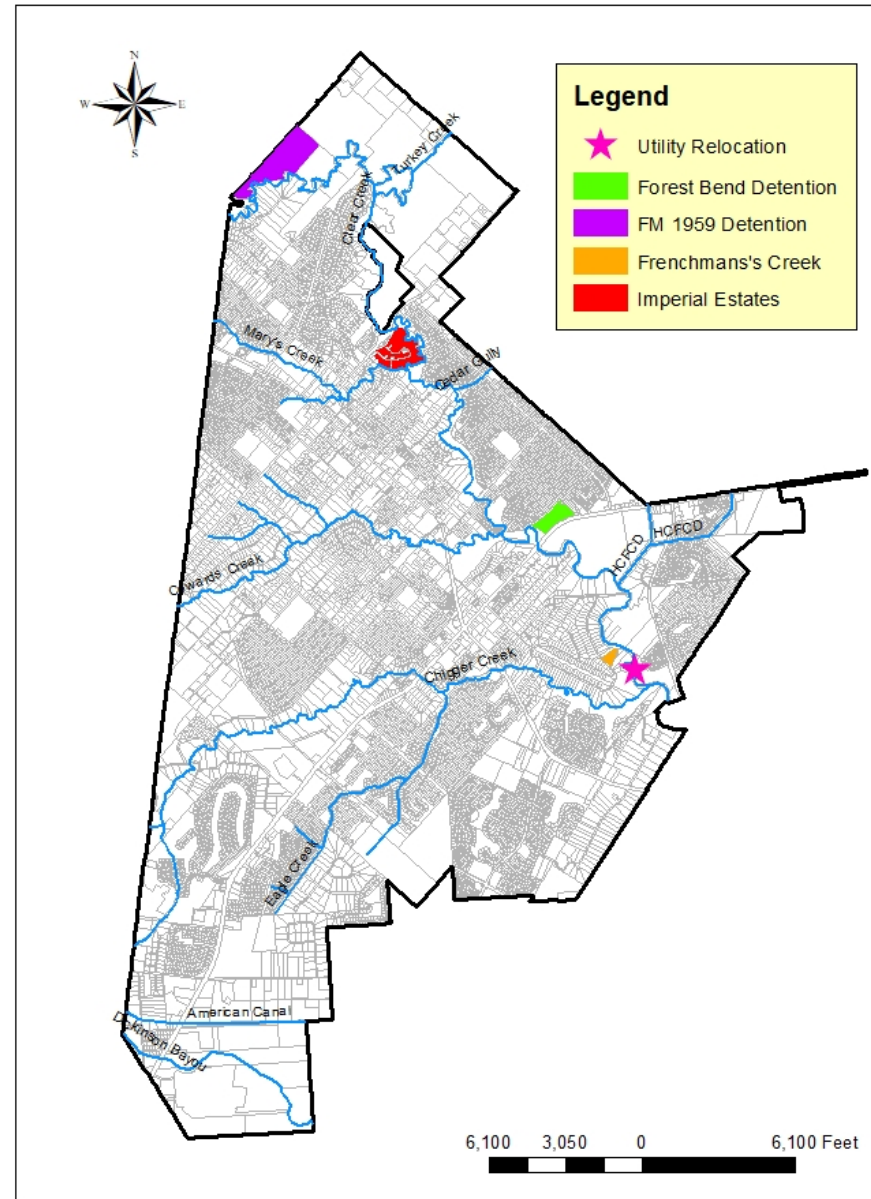
1. Form 1295
2. Government Verification Form

CITY OF FRIENDSWOOD

February 2022 Drainage Update
Samantha Haritos – Deputy Director of Engineering



City of Friendswood Flood Control Projects



Clear Creek Utility Relocation

Community Block Development Grant – Hurricane Harvey

Completed Activities

Engineering Design Complete

Permits Approved – Harris County Flood Control District; US Army Corps of Engineers (USACE)

Nationwide Permit 58

Easements – Polly Ranch HOA, Terra Bella HOA

Neighborhood Outreach; HOA meetings attended by Directors of Engineering & Public Works

Upcoming Activities

Tree Mitigation Plan

TX GLO Easement Final Approval (under creek)

Authorization of Grant Funds (AGUF)

Competitive Sealed Bids

Selected Contractor Presented to Council for Award

Construction Kickoff

Forest Bend Offline Detention

Community Development Block Grant – Hurricane Harvey

Project Features: 53 Ac-Ft Capacity; Meandering Layout with Wetland Plantings; Concrete Trails with Solar Lighting

Engineering Phase - Plans approved by HCFCD January 21, 2022.

Authorization of Grant Funding (AGUF) expected Feb 4th.

**Construction Phase – Out for Bid in February / Council to Award April/May
Contractual Construction Timeline: 288 Days Duration**

Forest Bend



Frenchman's Creek Green Space

City of Friendswood

Awaiting Texas General Land Office (TX GLO) Approval of Intake Packets
Responding to Request for Information (RFI's)

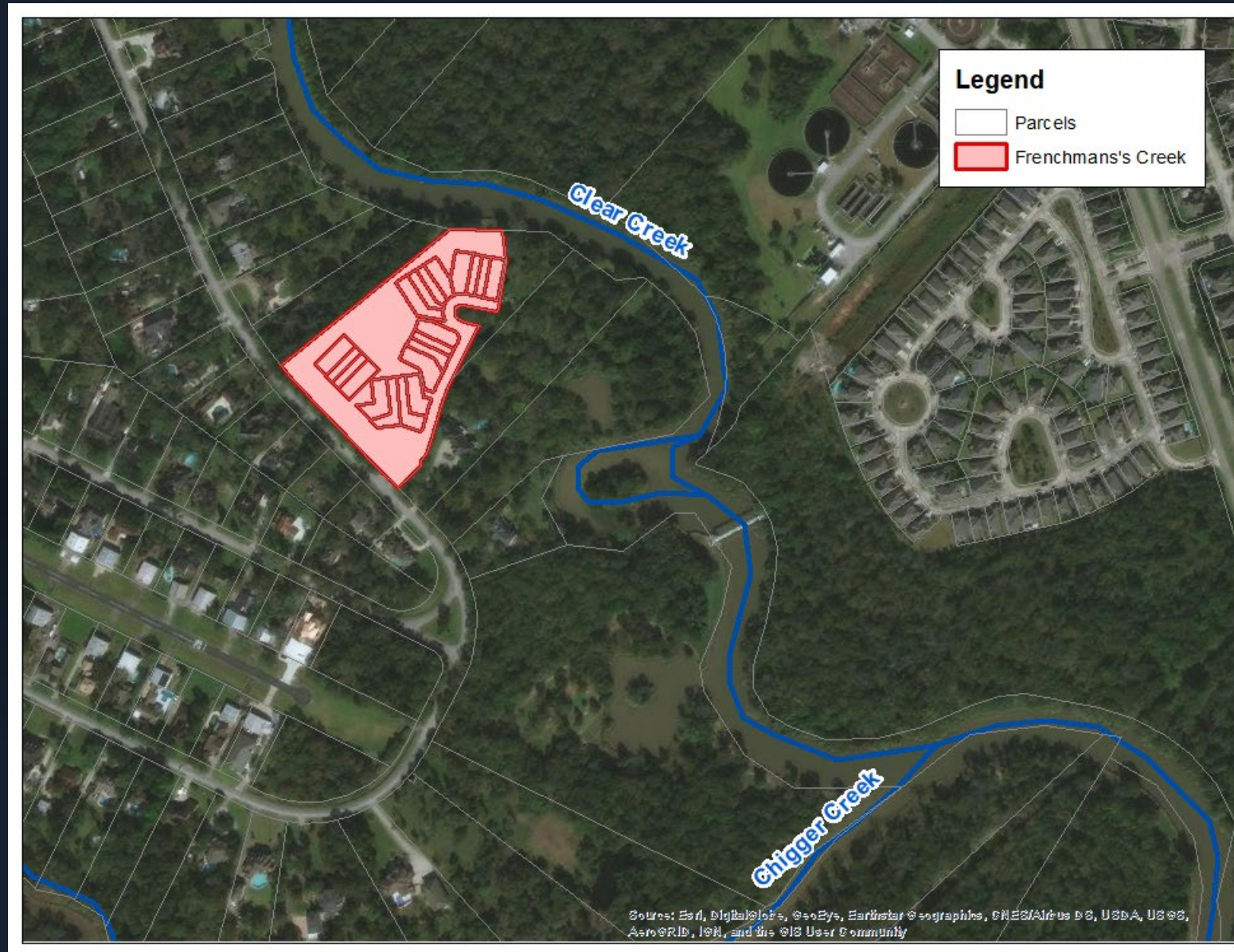
Galveston County

Appraisals Complete and Undergoing Review
TX GLO Must Approve Intake Packets

Remaining Activities

Purchase of Properties
Demolition
Hydromulching

Frenchmen's Creek



Deepwood Acquisition and Infrastructure Project

Acquisition

Environmental Assessment (acquisition sites) Complete and Undergoing Review
Awaiting Texas General Land Office (TX GLO) Approval of Intake Packets

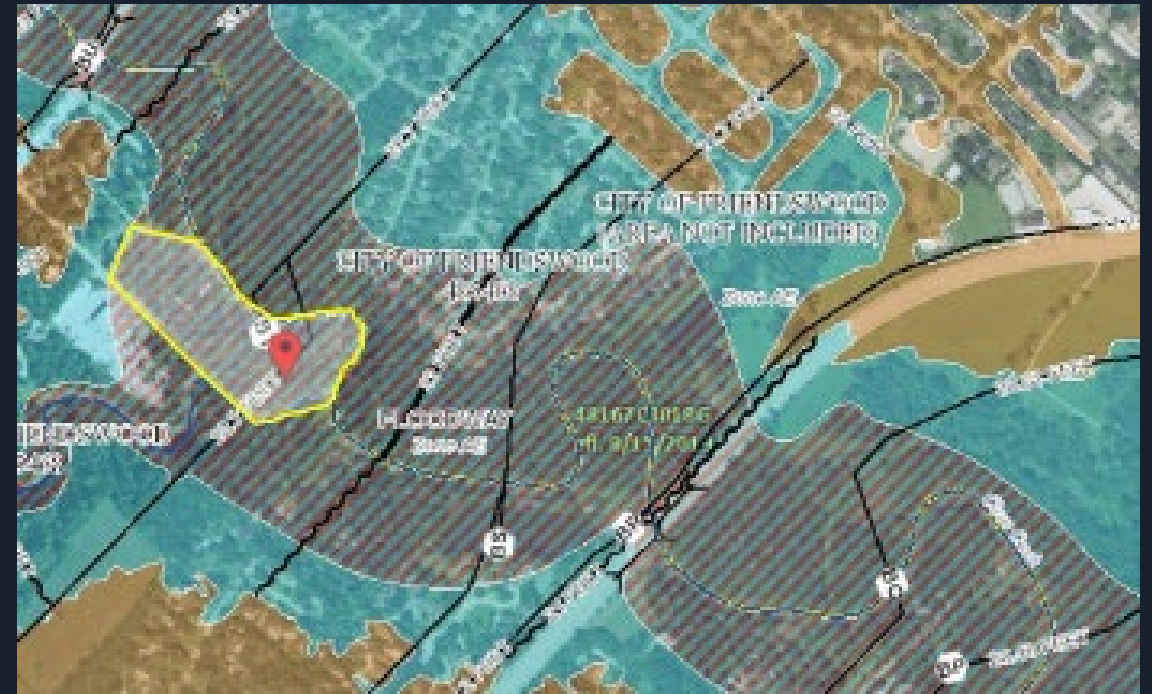
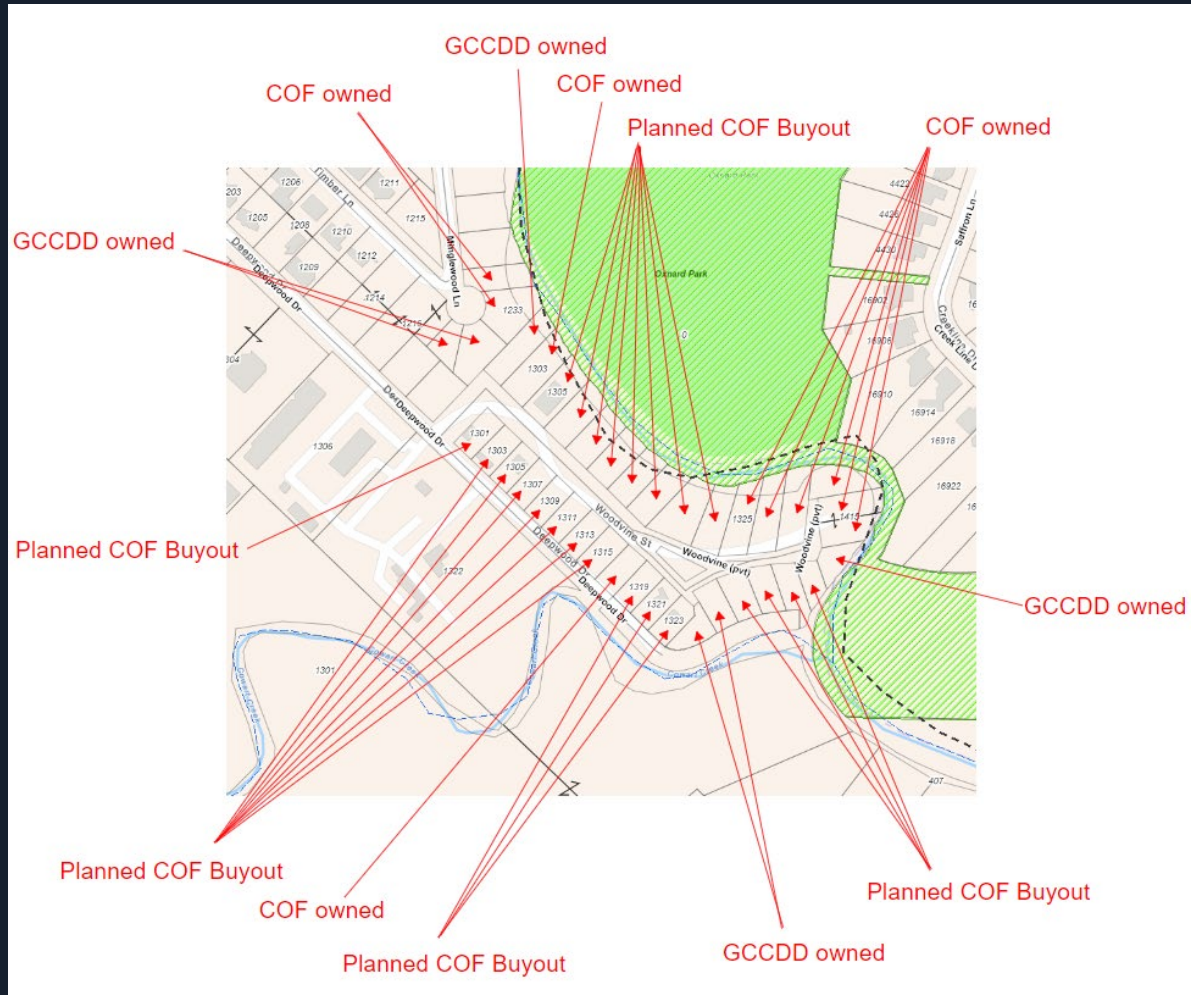
Engineering – Ongoing Activities

Environmental Assessment (Entire Project Site)
Hydraulic & Hydrologic Analysis / Model

Engineering – Upcoming Activities

Preliminary Engineering Report (PER)
Review of PER by City of Friendswood
30% Design Plans

Deepwood Acquisition & Infrastructure Project



FM 1959 Detention Basin

Location: Friendswood/Pearland Border
Along Harris County Side of Clear Creek

Features: 1000 - 1800 Ac-Ft Detention
Basin

Status: Harris County Commissioners
Court will soon be presented with a list of
potential Partnership Projects by HCFCD –
City informed that FM 1959 project will be
on that list

Partnering Agency

City of Friendswood

Galveston County

Galveston County Consolidated Drainage District
(GCCDD)

Harris County Flood Control District (HCFCD)

Net Project Cost: \$38,000,000

Project:

1,700 ac-ft detention pond along left bank of Clear Creek
downstream of FM 1959

ROM Capital Cost \$30M

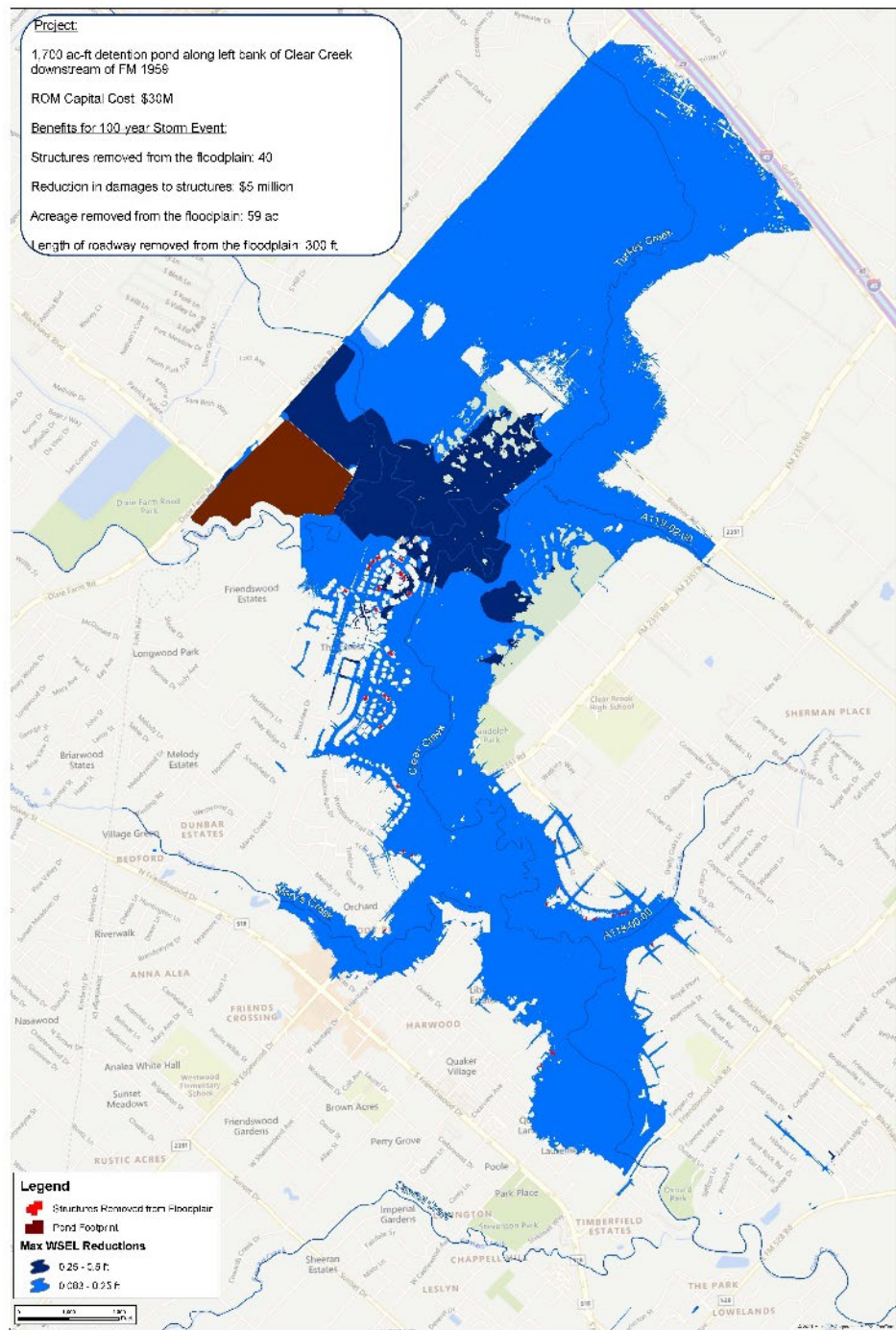
Benefits for 100 year Storm Event:

Structures removed from the floodplain: 40

Reduction in damages to structures: \$5 million

Acreage removed from the floodplain: 59 ac

Length of roadway removed from the floodplain: 300 ft



Houston-Galveston Area Council - Method of Distribution (MOD) - \$488,762,000

Public Meetings

February 3rd Meetings at 10:00 am; 2:00 pm; 10:00 pm

<https://www.h-gac.com/community-development-block-grant-mitigation-funds>

H-GAC will also accept oral and written comments on the development of the MOD until Feb. 4, 2022, at 5:00 p.m. To submit a comment or question, you may:

Email public comments to PublicComments@h-gac.com

Make public comments by phone at **1-855-363-2516**

Process

HGAC will prepare and submit preliminary MOD to GLO for review.

Preliminary MOD will post on above website for review.

Public will have 15 days to submit comments.

Public hearing will be conducted.

Whitcomb Terracing

Location: Within Special Flood Hazard Area (SFHA) of the Federal Emergency Management Agency (FEMA)

Length: 2,486 Ft

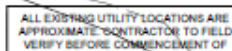
Width: Up to 400 Ft with consideration of Floodway Limits

Side Slopes: 4:1

Maximum Elevation: 10 Ft

Volume: 340,345.81 CY / 211 Ac-Ft

Detention Mitigation will need to be constructed first.



PERSONAL	FILE	PERSONAL	CONFIDENTIAL	DATE	CHANGES

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #3592
3105 WEST ALABAMA HOUSTON, TX 77060 (713) 520-8570

GALVESTON COUNTY
WHITCOMB TERRACE
CITY OF FRIENDSWOOD, TEXA

TERRACE PRELIMINARY LAYOUT EXHIBIT
PLAN VIEW
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Blackhawk Detention Basin

Location: Property Adjacent to Blackhawk Wastewater Treatment Plant (46.8 Acres).

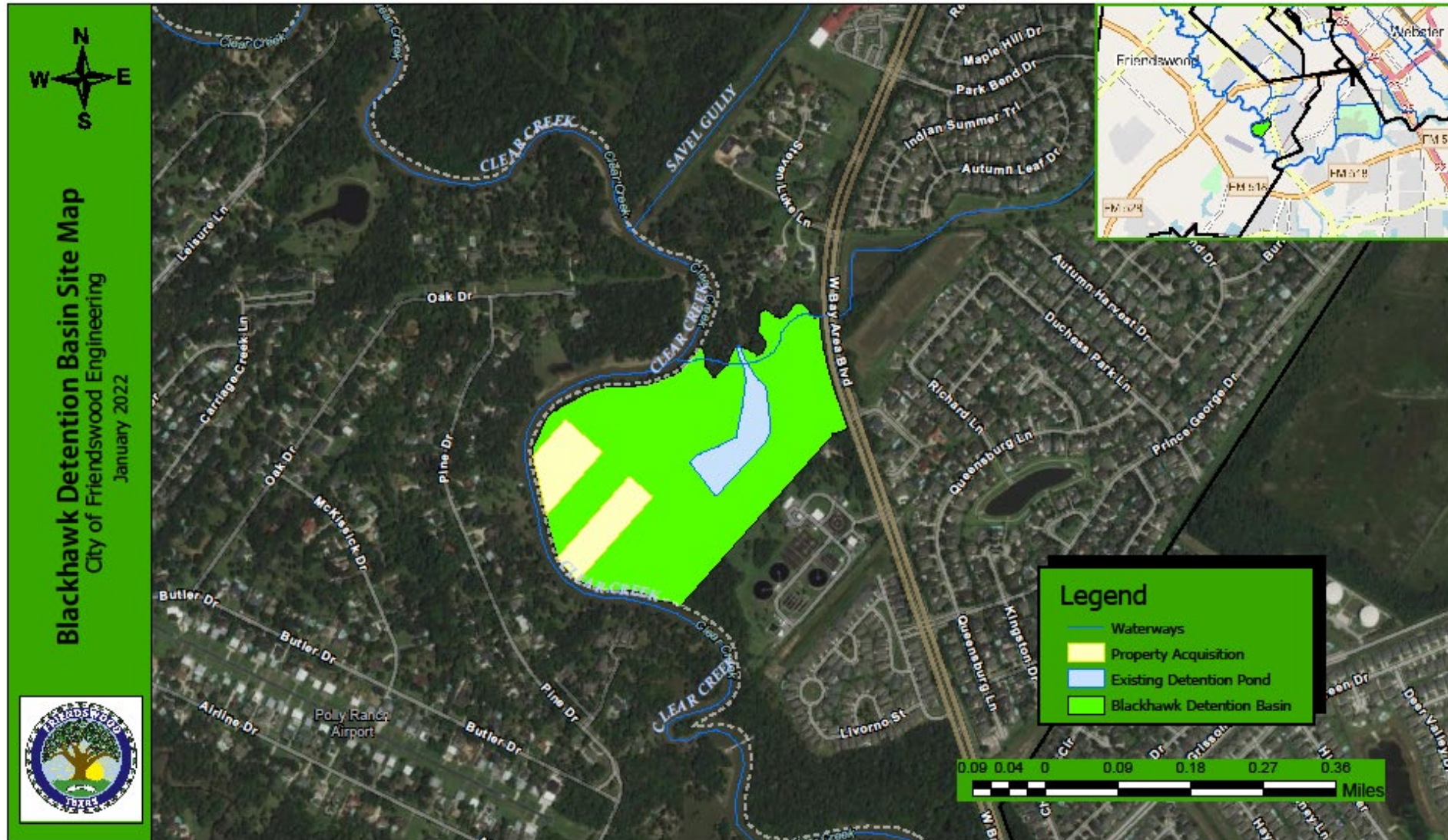
Existing Pond Volume: About 70 Ac-Ft (5 Acres)

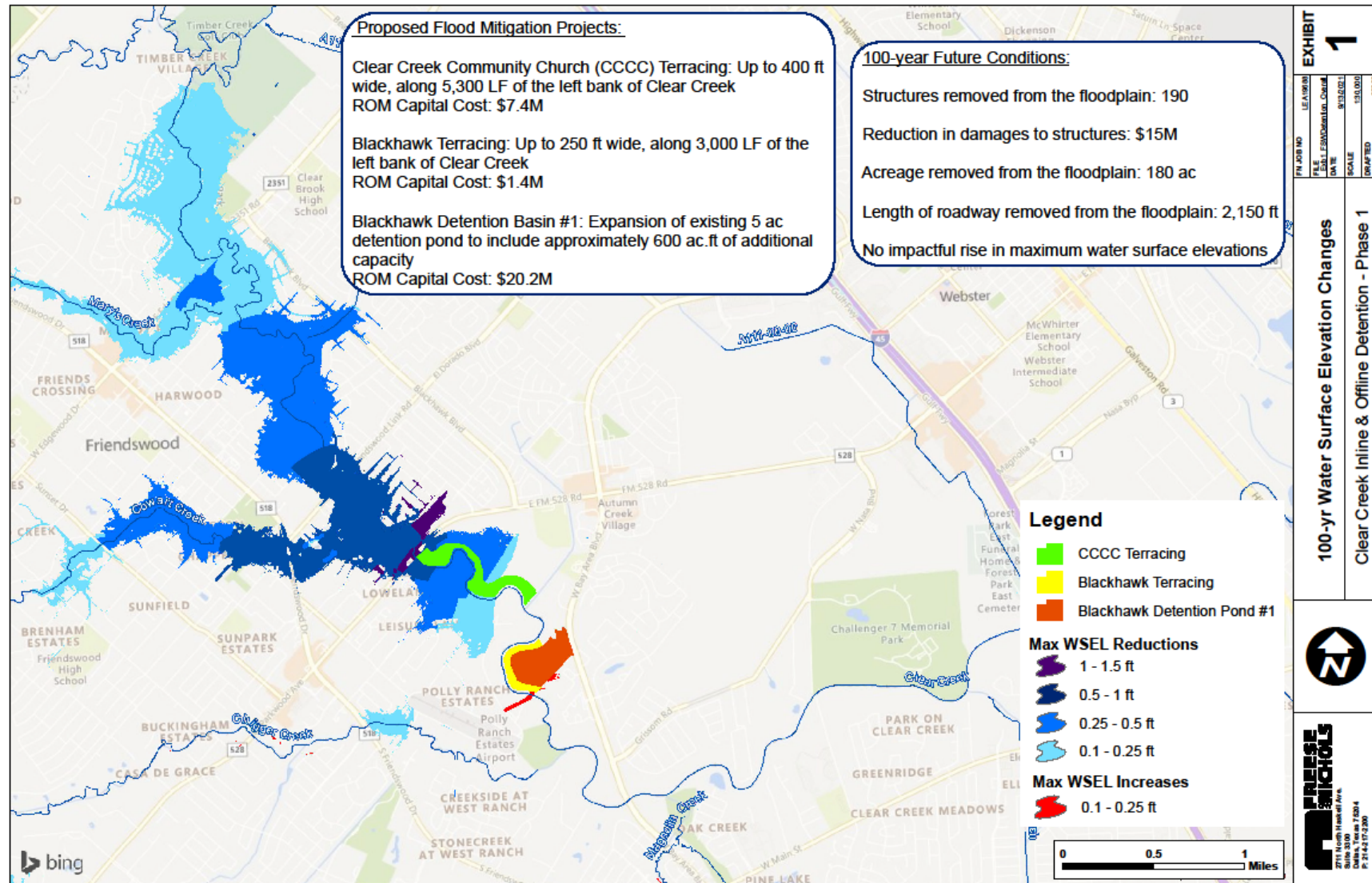
New Pond Volume: Up to an Additional 600 Ac-Ft of Volume

New Pond Could Mitigate for Whitcomb Terracing and Additional Projects.

Acquisition of Two Properties Would be Required (6.51 Acres)

Blackhawk Detention Basin





Cost: Whitcomb Terracing/ Blackhawk Detention Basin

PRESENT PROJECT COST TABLE

Proposed Project	Excavation Vol (cy)	Estimated ROM Capital Cost	Acquisition Cost	Engineering Cost (10% Construction)	Total Project Cost	Cost Including 20% Overall Contingency
Whitcomb Terracing	234,432	\$7,400,000	-	\$740,000	\$8,880,000	
Blackhawk Detention	644,250	\$20,200,000	\$488,250	\$2,020,000	\$22,708,250	<u>\$27,249,900</u>
Blackhawk Terracing*	43,140	\$1,400,000	-	\$140,000	\$1,540,000	
Net Cost (Whitcomb + Blackhawk Detention)					<u>\$31,588,250</u>	<u>\$37,905,900</u>

*Net cost doesn't include Blackhawk Terracing

**Trails are required when we construct a flood control project on the Blackhawk Property. Concrete trails, recreational facilities and a parking lot could cost up to \$5,000,000.

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 7, 2022

Date submitted: 01/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City receiving the GFOA Award for Excellence in Financial Reporting for our fiscal year 2019 - 2020 Annual Comprehensive Financial Report.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has received the Certificate of Achievement for Excellence in Financial Reporting for fiscal year 2019-2020.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Government Finance Officers Association of America and Canada Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 33rd consecutive year the Administrative Services Department has been recognized with this outstanding achievement.

We would like to recognize the efforts of Katina Hampton, Director of Administrative Services, Rhonda Boskas, Deputy Director of Administrative Services – Finance, the accounting staff, and the entire Administrative Services Department. Their cumulative efforts enabled us to continue reaching this achievement and earning this recognition.

RECOMMENDATIONS

None at this time

ATTACHMENTS

1. GFOA Award Press Release

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

1/13/2022

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Friendswood** for its annual comprehensive financial report for the fiscal year ended September 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

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 7, 2022

Date submitted: 01/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City of Friendswood Annual Tree Give Away event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A total of 100 Live and Red Oak trees were given away on January 15th at Centennial Park to Friendswood residents within an hour's time. Thank you to Keep Friendswood Beautiful and our Parks and Recreation department for all of their hard work on this popular annual event.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

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 7, 2022

Date submitted: 01/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider appointing Alternate Member Mr. Jason Byers as a Regular Member to the Zoning Board of Adjustments to complete the unexpired term of Mr. Ron Dyer.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to appoint Mr. Jason Byers as member of the Zoning Board of Adjustments. He currently serves as an alternate member of this board. If appointed, Mr. Byers will complete the unexpired term left by the resignation of Mr. Ron Dyer. This unexpired term is set to end July 2022; and, at that time, Mr Byer can be considered for appointment to a full two-year term.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

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 7, 2022

Date submitted: 01/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider renaming an amenity in Stevenson Park in honor of a member(s) of the Burke/Lowe Family.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to consider naming an amenity in Stevenson Park (the "Park") in honor of a member(s) of the Burke/Lowe Family.

Councilmember Steve Rockey submitted a request to consider the renaming of Stevenson Park Walking Trail to the Penelope Burke Walking Trail at Stevenson Park; however, members of the Council are considering other options to honor more members of the family, including renaming the pavilion which the family helped build.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Penelope Burke - Application to Rename Stevenson Park Trail

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form



City of Friendswood

Application for Naming a Public Facility

Please provide the information requested and return this application to the City Secretary's Office.

Applicant Information

Name: Steve Rockey
Address: 401 W. Shadowbend Av, Friendswood, 77546
Phone: 713-854-3449

Facility Information

Location: Stevenson Park Walking Trail
Current Name: Stevenson Park
Function of Facility: Parkland/Recreational
Proposed Name: Penelope Burke Walking Trail at Stevenson Park

Contributions

In the spaces provided below, briefly explain how the proposed individual, family, organization, or entity has contributed to Friendswood. You may use any combination of categories, as is appropriate to the nomination, to describe the contributions made. For further assistance please refer to the Guidelines and Criteria for the Naming of Public Facilities.

Historical/Symbolic

This category does not apply since Penny Burke is still alive.

Civic Contributions

Please see the attached

Financial Benefactor

Please see the attached. Penny's efforts for Friendswood Parks consisted of thousands of hours of her volunteer time.

Attachment to Application for Naming a Public Facility – Civic Contributions

Penny arrived in Friendswood in 1952 at age 10, when her parents Ralph and Margie Lowe moved the family to town. She graduated from Mt. Carmel Catholic High School in Houston and attended the University of Dallas where she met and later married Tom Burke. Together they started a family and in the mid 70's, she moved with her family back to Friendswood.

Penny got involved in her community early on even while raising six children and she stepped up her volunteer commitments once the children were out of the nest. Some of these volunteer activities were:

1. Served as President of the Friendswood Volunteer Fire Department, drove its one ambulance at the time, and served as an Emergency Medical Technician (EMT) for seven years. Many fire containment training exercises were done on the Burke's land over the years.
2. She taught Sunday School at Mary Queen Catholic Church.
3. She worked to host European orchestras and choral groups in a cultural exchange program that eventually became the city-managed music-in-the-parks program.
4. She served on the FISD Board of Trustees for three years.
5. Penny served on the Friendswood Historical Society Board and she and her husband Tom were active in the development of the Frank J. Brown Museum. They cherished their friendship with Joycina Baker and were willing to fully commit to any project she requested their help with.

Penny's greatest passion was to provide, preserve and advocate for the parks, gardens and recreational services across the city.

1. She led the effort to build the nature center at Westwood Elementary School and in 2005 was honored by Houston's Bayou Preservation Association with the Terry Hershey Award for her efforts.
2. She served on the Friendswood Parks Board for 17 years and 10 of those years as its President. While on the Parks Board she was instrumental in several projects:
 - a) 1990 and 2010 City of Friendswood Parks and Open Space Master Plan
 - b) Annual City Hall Christmas Decorations
 - c) Friendswood Historical Timeline Markers Hanging in the City Hall Lobby
 - d) All Inclusive Playground Equipment at Stevenson Park
 - e) Recycling committee that helped create our recycling contract with our refuse company
 - f) Youth Sports Policy and Procedures for Field usage

- g) The creation of a new parking spaces to serve Renwick Park & Westwood Elementary
- h) Early and sustained advocacy for the development of Lake Friendswood

For in US Bicentennial celebration in 1976, she assisted her husband Tom in the construction of the Stevenson Park gazebo, which they donated (at no cost) to the city. The construction materials were donated by Friendswood citizens and the gazebo has served at the very heart of so many Friendswood celebrations and gatherings.

In the early 1990's, after the Parks Board adopted a list of needed improvements to Stevenson Park, Penny personally designed the walking/jogging trail in the park. She insisted that the path be exactly one-half mile so people could easily keep track of how far they walked or ran. Although she moved to Austin in 2012, her family reports that for many years Penny was the slowest walker to make the half-mile circuit because she could not resist stopping every few feet to pick weeds, spruce up flower bed or pick up a stray gum wrapper.

The trail which gives enjoyment to so many is a fitting expression of her love for Friendswood.

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 7, 2022

Date submitted: 01/13/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution amending the City Council Rules of Procedure to address oaths of office, votes needed for council action, the calling of special meetings, recess of meetings, and political advertising.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution amends the City Council Rules of Procedure consistent with the recommendations of the Charter Review Commission and include additional staff recommendations. Specifically, the changes address the following:

Section	Summary of Change
8.1	This section has been added to address the meeting at which newly elected members of Council will take their oaths of office.
3.2 & 3.3	These sections are amended to specify that less than a quorum is necessary to call a special meeting or an emergency meeting.
4.7	This section has been amended to allow the presiding officer to call for a recess of up to fifteen minutes at appropriate points in the meeting agenda.
4.8 & 7.4	These sections are amended to specify the number of votes needed for Council action if there is a vacancy on the Council and to require an announcement of the number of votes needed should more than 4 votes be required.
6.2	This section has been amended in order to prohibit political advertising, as defined by state law, during the public comment section of the agenda.
Various	The remaining changes are non-substantive and/or reflect the current practice.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution for Rules of Procedure
2. Exhibit A - Rules of Procedure

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE CITY COUNCIL RULES AND ORDER OF BUSINESS PURSUANT TO CITY CHARTER SECTION 3.10, RULES OF PROCEDURE AND REPEALING RESOLUTION NO. 2021-14 AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.10 of the Charter of the City of Friendswood, Texas, allows the City Council to determine its own rules and order of business under which it will conduct its meetings; and

WHEREAS, after reviewing its rules and consistent with the recommendations of the 2021-22 Charter Review Commission, the City Council desires to amend its rules of procedure; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, hereby adopts the "Friendswood City Council Rules of Procedure," attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2. That Resolution No. R2021-14 and all other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL RULES OF PROCEDURE

1. AUTHORITY

- 1.1 **Authority.** Pursuant to the provisions of Section 3.10 of the Charter of the City of Friendswood, the City Council enacts these rules of procedure for all meetings of the City Council of the City of Friendswood, Texas.
- 1.2 **Purpose.** During any regular or special council meeting, a reasonable opportunity shall be given to the citizens of the City to be heard, including, but not limited to, those matters under consideration. The rules of procedure are enacted as guidelines to be followed by all persons in the Council Chamber, including City administrative staff, news media and visitors.

2. GENERAL RULES

- 2.1 **Meetings to be Public.** All official meetings of the Council shall be open to the public pursuant to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.
- 2.2 **Quorum.** Four or more members of the Council is considered a majority of the members of the Council and shall constitute a quorum for the transaction of business.
- 2.3 **Compelling Attendance.** No member shall be excused from attendance at a Council meeting except for good valid reasons.
- 2.4 **Minutes of Meetings.** An account of all proceedings of the Council shall be kept by the City Secretary and shall be entered in a book constituting the official record of the Council.
- 2.5 **Questions to Contain One Subject:** All questions submitted for a vote shall contain only one subject.
- 2.6 **Right of floor.** Any member desiring to speak shall be recognized by the Presiding Officer, and shall confine his/her remarks to the subject under consideration or to be considered and will not be interrupted.
- 2.7 **City Manager.** The City Manager, or Acting City Manager, shall attend all meetings of the Council, unless excused. He/she may make recommendations to the council and shall have the right to take part in all discussion of the Council, but shall have no vote.

- 2.8 City Attorney.** The City Attorney shall attend all meetings of the Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law. The City Attorney shall act as the Council's parliamentarian.
- 2.9 City Secretary.** The City Secretary, or Acting City Secretary, shall attend all meetings of the City Council unless excused, shall act as the reading and recording secretary of the Council, shall keep the official minutes, and shall perform such other duties as may be requested and assigned by the Mayor and/or the City Manager. The City Secretary shall keep a copy of these rules and the Charter in the Council Chamber, available for reference.
- 2.10 Sergeant at Arms.** The highest-ranking police officer of the Friendswood Police Department in attendance at any meeting of the City Council, shall be, and is hereby, designated and appointed as the Sergeant at Arms for such meeting.
- 2.11 Officers and Employees.** Any officer or employee of the city, when requested by the City Manager, shall attend any meeting of the Council and present information relating to matters before the Council.
- 2.12 Suspension of Rules.** Any provision of these rules not governed by the City Charter or Code may be temporarily suspended by the affirmative vote of a four or more members of the Council present.
- 2.13 Amendment of Rules.** These rules may be amended, or new rules adopted by the affirmative vote of four or more members of the Council present.

3. TYPES OF MEETINGS

- 3.1 Regular Meetings.** Per Section 3.09 of the Charter, the City Council shall hold at least one regular meeting each month. Effective 2021, one (1) regular meeting shall be held in the Council Chambers of the City Hall, 910 South Friendswood Drive, Friendswood, Texas, on the first Monday of each month, commencing at 5:30 p.m., unless otherwise directed by the City Manager, and/or the Mayor. The regular meeting shall end no later than 10:30 p.m.; however, its duration may be extended with the approval of a two-thirds ($\frac{2}{3}$) vote of the members of Council present at such meeting. In the event that the first Monday should fall on a holiday, the meeting shall be rescheduled as determined by the Mayor, and/or the City Manager.
- 3.2 Special Meetings.** Special meetings of the Council shall be called by the City Secretary upon the request of the Mayor, the City Manager, or three (3) members of the Council. In the event of a special called meeting, the City Secretary shall notify each member of the Council. Special meetings may be held at City Hall, or another location, in compliance with Section 3.09 of the Charter.

- 3.3 Emergency Meetings.** In case of emergency or urgent public necessity, which shall be expressed in the notice of the meeting, and emergency meeting may be called by the Mayor, the City Manager, or three (3) members of the Council and it shall be sufficient if the notice is posted in accordance with Chapter 551, Texas Government Code, as amended.

4. PRESIDING OFFICER AND DUTIES

- 4.1 Presiding Officer.** The Mayor, or in his/her absence, the Mayor Pro Tem, shall preside as chairperson, or presiding officer at all meetings of the Council. In the absence of both the Mayor and Mayor Pro Tem, and with a quorum being present, any councilmember may be appointed by four or more members of the City Council. The Mayor or Acting Mayor may appoint a Mayor Pro Tem in the absence of the Mayor or Mayor Pro Tem during a state of declared emergency.
- 4.2 Call to Order.** The meetings of the Council shall be called to order by the Mayor, or in his/her absence the Mayor Pro Tem; and in the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Manager.
- 4.3 Preservation of Order.** The presiding officers shall (i) preserve order and decorum, (ii) prevent insulting references to Councilmembers, impugning of other member's motives, and repetitious comments and (iii) confine remarks to the question under discussion. The presiding officer shall call upon the Sergeant at Arms as necessary to enforce compliance with the rules contained therein.
- 4.4 Substitution for Chair.** The Mayor may call upon the Mayor Pro Tem, or if he/she is unavailable, then any other member to take his/her place, for the portion of a meeting, such substitution is not to continue beyond adjournment.
- 4.5 Points of Order.** The presiding officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, then questions shall be, "Shall the decision of the presiding officer be sustained? If four or more members present vote "No", the ruling of the chair is overruled; otherwise it is sustained.
- 4.6 Questions to be stated.** The presiding officer shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon the request of any member.
- 4.7 Call for Recess.** The presiding officer may call for a recess of up to fifteen minutes at regular intervals of approximately one hour at appropriate points in the

meeting agenda. Additionally, any meeting of City Council may be recessed from hour to hour for a period of time not to exceed 24 hours, by an affirmative vote of four or more members of Council present at such meeting, and such recessed meeting shall be held without further posted notice amended.

4.8 Votes. Councilmembers shall clearly indicate their vote on each matter submitted to a vote.

- (a) The Mayor may make or second motions, and shall vote on all matters before the Council, unless otherwise prohibited by law.
- (b) Neither the Mayor, the Mayor Pro Tem, nor any Councilmember appointed to preside, shall have any power to either recess a meeting or adjourn a meeting, or prevent the City Council from considering an agenda item or lay the same out for consideration except in strict accordance with Texas Open Meetings Act, the City Charter, and as enacted herein. If notwithstanding the positive provisions of this rule, the presiding officer whether Mayor, Mayor Pro Tem, or Councilmember presiding, shall attempt to prevent City Council from taking any action on any agenda item brought before it, any Councilmember present may call for a vote of the City Council to consider the matter.
- (c) Except as otherwise provided by law or these rules, all action required of the City Council shall be made by a vote of four or more of the members of the Council; provided, however, if there is a vacancy on Council, action required of the City Council shall be made by majority of the active members of Council.
- (d) Excluding conflicts of interest as provided by state law or by City Charter, all Councilmembers present at each meeting must vote on each subject presented for Council vote. All votes must be taken in accordance with Section 3.10 of the Charter.
- (e) Any member of the Council, including the Mayor, who has a conflict of interest as defined by Chapter 171, Texas Local Government Code, must file the appropriate documentation with the City Secretary and abstain from discussion and consideration of the item in compliance with state law.

5. CODE OF CONDUCT

5.1 Councilmembers

- (a) During Council meetings, Councilmembers shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to observe the rules of the Council.
- (b) A Councilmember, once recognized, shall not be interrupted while speaking unless a point of order is raised by another member or the parliamentarian, or unless the speaker chooses to yield to questions from another member. If a Councilmember is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed.
- (c) Any member of the City Council; including the Mayor, who fails to observe decorous and orderly behavior during a meeting or who disturbs a meeting of Council with such disorderly conduct, is subject to being expelled from such meeting upon motion passed by two-thirds ($\frac{2}{3}$) vote of the Council present at this meeting.
- (d) Any member of the City Council; including the Mayor, reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and disorderly behavior during a subsequent meeting and again disturbs any meeting of the Council by such disorderly conduct shall be subject to the same power of Council to reprimand him/her, expel him/her from the meeting, or subject such member to complaint, investigation, and conviction of official misconduct.

5.2 Administrative Staff

- (a) Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Council and shall have no voice unless and until recognized by the Mayor or presiding officer.
- (b) While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and City employees are concerned, the City Manager also shall be responsible for the orderly conduct and decorum of all City employees under his/her direction and control.
- (c) All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof.

- (d) No staff member, other than a staff member having the floor, shall enter into a discussion either directly or indirectly without permission of the Mayor, or presiding officer.

5.3 Citizens

- (a) Citizens are welcome and invited to attend all meetings of the Council and will be admitted to the Council Chamber or other room in which the meeting is held, up to the fire safety capacity of the room and/or to protect the health, safety, and welfare of the public.
- (b) Citizens will refrain from private conversation in the Chamber, or other room, while the Council meeting is in session.
- (c) Citizens attending Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant at Arms is so directed by the Mayor or presiding officer, and such person shall be barred from further audience before the Council during that session of the Council.
- (d) Unauthorized remarks from the audience, stamping of feet, applauding, whistles, yells, and similar demonstration shall not be permitted and the presiding officer shall direct the Sergeant at Arms to remove such offenders from the room. In case the presiding officer shall fail to act, any member of the Council may move to require him/her to act to enforce the rules, and the affirmative vote of four or more members of the Council present shall require the presiding officer to act.
- (e) No placards, banners, exhibits of any kind will be permitted in the Council Chamber except exhibits, displays, and visual aids used in connection with presentations to the council, provided that such exhibits, displays and visual aids do not disrupt the meeting.

5.4 In General

- (a) **Rules.** Robert's Rules of Order (latest revision) shall govern in all cases, unless Robert's Rules of Order are in conflict with the City Charter, City ordinances, or rules of procedure hereby adopted, provided that the "Rules Governing Debate, Rules Against the Chair's Participation in Debates" shall not be applicable and the Mayor, or presiding officer, shall have the right to participate in debate of issues pending before the Council.

- (1) Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate the state law or home rule charter, and provided that not less than two-thirds Councilmembers vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended.
- (b) **Recognition by presiding officer.** No person shall address the Council without first being recognized by the presiding officer.
- (c) **Procedure.** Each person addressing the Council shall approach the podium, give his/her name and address in an audible tone of voice for the records, state the subject the person wishes to discuss. All comments shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, directly or through a member of the Council, without permission of the presiding officer. No question may be asked a member of the City staff without the permission of the presiding officer.
- (d) **Charges against employees.** Should any person in a Council meeting charge an employee, other than the City Manager, the City Attorney, or the Municipal Court Judge, with improper conduct, malfeasance, nonfeasance, or misfeasance, then in such event, such person shall be ruled out of order immediately and instructed to refer his/her complaint to the City Manager.
- (e) **Disturbances.** No person attending any Council meeting shall delay, interrupt, or disrupt the proceedings or refuse to obey the orders of the presiding officer. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant at Arms is so directed by the presiding officer.
- (f) **Communication devices.**
 - (1) The use of wireless communication devices to send/receive text messages, instant messages, and/or emails between members of the City Council during Council meetings is prohibited.
 - (2) No person attending any Council meeting shall possess a pager, cellular telephone, radiotelephone, or other device that is set in a mode to provide audible notification of an incoming call, text, or page.

- (3) No person attending any Council meeting shall use a cellular telephone, radiotelephone, or other telecommunication device for audible communications while the Council meeting is in session.

6. ORDER OF BUSINESS

6.1 Agenda. The order of business of each regular and special meeting shall be as contained in the agenda prepared by the City Manager. The agenda shall be a listing by topic of subjects to be considered by the Council. Placement of items on the agenda shall be governed by this Section. Conduct of business at special meetings shall likewise be governed by an agenda and the rules of procedure contained herein. The placement of agenda items for each meeting is determined as follows:

- (a) Any and all ordinances, resolutions, or other matters, including all written data, except emergency items, to be brought before the City Council for its consideration, by the Mayor or by any member of the Council, shall be submitted in writing to the City Secretary and/or City Manager not later than 2:00 p.m. of the Monday preceding the meeting at which the same is to be considered.
- (b) When an ordinance, resolution, motion, or other measure of any sort has been placed before the City Council and defeated, the same identical question shall not again be considered by the City Council until ninety (90) days have elapsed, unless the Council, by majority vote, waives this restriction as to the item.

The agenda order set out is the desired order for conducting the business of the City Council of the City of Friendswood in regular and special meetings. When in the best interest of the Council and the citizens of the City require, any item appearing on the agenda shall be considered out of order as shall be determined by the presiding officer in his/her sole discretion.

6.2 The order of the agenda shall be as follows unless the Mayor, or City Manager, determines that a different order is in the best interest of the City Council, and/or the citizens of the City:

- (a) **Call to Order.**
- (b) **Invocation.**
- (c) **Pledge of Allegiance.**
- (d) **Council Comments and Reports.**

- (1) Each member of the Council will be given a five-minute time period to provide comments of community interests, pursuant to Section 551.0415 of the Texas Government Code, which include:
 - a. Expressions of thanks, congratulations, or condolences;
 - b. Information regarding holiday schedules;
 - c. An honorary or salutatory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a persons' public office of public employment is not an honorary or salutatory recognition;
 - d. Reminder about an upcoming event organized or sponsored by the governing body;
 - e. Information regarding a social, ceremonial, or community event organize or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official of the governing body; and
 - f. Announcements involving an imminent threat to the public health and safety of people in the City that has arisen after the posting of the agenda.
- (2) The members of the Council may provide Liaison Reports as needed.

(e) Public Comment.

- (1) Any citizen shall have a reasonable opportunity to be heard at any and all regular or special meetings of the City Council in regard to any and all matters to be considered at any such meetings, or such other matters as citizens may wish to bring to Council's attention. Matters, Constituting political advertising, shall not be permitted during the public comment section of the agenda. Any matter not posted on the agenda may not be discussed by Council, nor shall any action be taken by Council, except to indicate that the matter may be placed on a later agenda.
- (2) Each speaker shall submit a card requesting the right to address the Council to the City Secretary prior to the commencement of the meeting.

(3) Each speaker shall be granted a three-minute time period to speak before the Council and the Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate.

(4) No electronic media is allowed for presentation during the public comment period. Information being presented to the Council should be in paper format and ten (10) copies should be provided to the City Secretary for distribution to the Council and staff.

(f) **Special Recognition and Acknowledgments.**

(g) **Committee or Special Reports.**

(h) **Work Session Topics.**

(i) **Public Hearings – as called.**

(1) *Sign in procedure.* Prior to the start of the public hearing, the Presiding Officer may require that all persons desiring to be heard sign in with the City Secretary, giving their names and addresses. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing, persons who have signed in and wish to be heard shall be given an opportunity to be heard.

(2) Each speaker that requests to speak at a public hearing shall be granted a five-minute time period to speak before the Council and the Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate.

(3) *Presentations.*

a. Staff will present the Council with an overview of the public hearing.

b. The Person, Group, or Applicant of the item at hand shall be granted a 15-minute time period to give the Council a presentation. The Mayor shall retain the discretion to further limit or increase this time as he/she deems appropriate.

1. Any PowerPoint presentation must be received by the City Secretary not later than 5:00 p.m. of the Friday preceding the meeting at which the same is to be considered.

2. Information being presented to the Council should be in paper format and ten (10) copies should be

provided to the City Secretary for distribution to the Council and staff.

- (4) No member of the Council, including the Mayor, shall be permitted to address the Council during a public hearing held by the Council or to address any board or commission of the City during a public hearing held by such board or commission.

(j) City Manager Reports.

(k) Business Items.

- (1) Appointments;
- (2) Services Agreements;
- (3) Contracts; and
- (4) Other as deemed appropriate by staff.

(l) Ordinances and/or Resolutions to be considered.

- (m) **Consent Agenda.** The consent agenda may include routine matters which require no discussion (any member of the Council may remove an item from the consent agenda for discussion

(n) Executive Session.

The Council may retire into executive session as authorized by Chapter 551, Texas Government Code, as amended. Matters discussed during each Executive Session shall be identified by certified agenda or tape recorded, prepared, and retained as required by law.

(o) Action Related to Executive Session.

(p) Adjournment.

7. CONSIDERATION OF ORDINANCES, RESOLUTIONS AND MOTIONS

- 7.1 Printed or Typewritten Form.** All ordinances and resolutions shall be provided to the Council in printed or electronic form. The Council may, by proper motion, amend any ordinance or resolution presented to it and direct that the amended ordinance or resolution be adopted, except as otherwise provided by the Charter or state law.

- 7.2 City Attorney to Approve.** All ordinances, resolutions, and contracts and amendments thereto shall be approved as to form by the City Attorney.

7.3 Distribution of Ordinances and Resolutions. The City Manager or his/her designee shall provide electronic or paper copies of all proposed ordinances and resolutions to all members of the Council before or at the meeting at which the ordinance or resolution is to be considered.

7.4 Discussion, Consideration and Processing of Items:

- (a) *Motion to table.* Since the City Council of the City of Friendswood will always have regularly scheduled meetings, a motion to table, when carried, does not permanently defeat an ordinance, resolution, motion, or other measure. If such ordinance, resolution, motion, or other measure is tabled by a majority vote of the City Council, such ordinance, resolution, motion, or other measure, if not sooner removed from the table, must be removed at the third meeting, and acted upon, even if only to place the item on the table again.
- (b) *Procedure to debate.* Upon any ordinance, resolution or other measure being laid out, or any motion being made, any Councilmember present, before there is any debate opened on the subject, may make a parliamentary objection to the consideration of the subject which need not be seconded. No debate shall then be permitted, and the presiding officer shall immediately put the question, “shall the objection be sustained”? If the objection is sustained by a vote of two-thirds ($\frac{2}{3}$) of the Councilmembers present, the ordinance, resolution, motion, or other measure is permanently defeated for that meeting and shall not be debated unless reconsidered under Section 6.1.b of these rules.
- (c) *Closing of debate.* If, during debate upon any ordinance, resolution, motion or other matter before the Council, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the presiding officer shall immediately ask the Council, “is there any objection to proceeding to a vote on the ordinance, resolution, motion, or other measure before the Council being taken immediately?” If any member objects, the presiding officer shall immediately and without debate put the question, “shall the subject being discussed be put to a vote, without debate?” to a vote of the Council, and if two-thirds ($\frac{2}{3}$) of the Councilmembers present vote in favor of ordering the vote, debate on the question shall be closed and a vote on the ordinance, resolution, motion, or other measure taken immediately.
- (d) *Reducing motion to writing.* All oral motions must be seconded before being put to vote by the chair (except where otherwise provided in these rules), and upon request of any other member of the Council, or Mayor, the party making any such oral motion (except a motion to order a vote on a subject being considered per 7.4.d, or other such procedural matter) shall reduce the same to writing, or request the City Secretary to do the same.

- (e) *Majority Vote Required.* An affirmative vote of the four or more members of the Councilmembers present is necessary to adopt or approve any ordinance, resolution or take any official action in the name of the City except as otherwise provided in the Charter or by state law. Should the Charter or state law require more than four (4) Councilmembers to pass an item, the City Manager or the City Attorney shall notify the Council of such requirement prior to the vote.

8. CREATION OF AD HOC COMMITTEES

8.1 Oath of Office. The Councilmembers elected to office shall take their oaths of office at the following meetings or as soon thereafter as possible:

- (a) At the Council meeting when the votes are canvassed for the general or special election, held on the election date on which the Councilmember ran or was to run (if unopposed); or
- (b) At the next regularly scheduled Council meeting if all Councilmembers running for office were unopposed and there was no special election.

8.2 Council Committees. The Council may, as the need arises, authorize the appointment of the “ad hoc” Council committees. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority of the Council.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 7, 2022

Date submitted: 01/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the second and final reading of an ordinance amending Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 - Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

These proposed changes are intended to bring our Zoning Ordinance in compliance with State Law regarding Community Care Homes. Chapter 123 of the Human Resources Code for the State of Texas defines a person with a disability as a person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak or breathe is substantially limited because the person has one of the 13 diagnoses defined in Section 123.002. Facilities that provide care to these classes of people are allowed by right in residentially zoned areas provided the exterior of the residential structure is not altered, house not more than 6 residents and 2 staff members, and are located not closer than one-half mile from another existing community home. Our current requirement of the S1 process is not necessary or allowed by State law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These proposed changes are intended to bring our Zoning Ordinance in compliance with State Law regarding Community Care Homes.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held December 9, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Clark and Hinckley were absent) on a motion to approve the requested ordinance amendments. See attached recommendation for additional information.

ATTACHMENTS

1. Proposed Ordinance 2022-XX - Community Home Amendments 12-15-2021

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

ORDINANCE NO. 2022-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, “ZONING,” “SECTION 7.P.6. PERMITTED USE TABLE” TO AMEND THE ZONING DISTRICTS IN WHICH THE FOLLOWING NAICS USES ARE ALLOWED: 6232 - RESIDENTIAL, INTELLECTUAL AND DEVELOPMENT DISABILITY, MENTAL HEALTH, AND SUBSTANCE ABUSE FACILITIES, 623311 - CONTINUING CARE RETIREMENT COMMUNITIES (WITH ON-SITE NURSING), AND 623312 - ASSISTED LIVING FACILITIES FOR THE ELDERLY (WITHOUT ON-SITE NURSING) AND TO REMOVE SUBNOTE (B.) “5. S1; SITE PLAN APPROVAL REQUIRED” AND AMENDMENTS TO “SECTION 20. DEFINITIONS” TO REMOVE THE TERM “PERSONAL CARE FACILITY” AND ADD THE TERM “ASSISTED LIVING FACILITY.

* * * * *

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, City Council finds it necessary to amend the Zoning Ordinance to be compliant with state law; and

WHEREAS, Chapter 123 of the Human Resources Code defines “person with a disability” and also provides further community home qualifications regarding operation, limits on exterior structural changes, limits on number of residents and staff, location requirement, and limitation on number of motor vehicles; 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, 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 as indicated below:

Section 7. Schedule of district regulations.

P. *Permitted uses.*

1. *Use of land and buildings.* Buildings, structures, land or premises shall be used only in accordance with the uses specifically permitted in the zoning district classification for the site subject to compliance with parking regulations, height and area requirements, special conditions and all other requirements of the zoning ordinance.
2. *Permitted use table.* The permitted uses in each specific zoning district are shown by means of symbols in the permitted use tables on the following pages. The letter "P" in the zoning district column opposite the listed permitted use means the use is permitted as a use of right in that district. The letter "S" in the zoning district column opposite the permitted use means the use is permitted in that zoning district only obtaining a specific use permit as set forth in section 9.G. No primary use shall be permitted in any district unless the letter "P" or the letter "S" appears opposite the listed permitted use. The letter "O" in the zoning district column means that the permitted use is for office functions only. Parking requirements are in section 8.F. The letters "NP" in the PUD-Mixed Use Zoning District column means those uses so specified are not permitted under any circumstance.
3. *Uses not listed.* Primary uses not listed in the permitted use table may be permitted in any district where similar uses are permitted. The function and locational requirements of the unlisted use must be consistent with the purpose and description of the zoning district, compatible with the permitted uses in the district, and be similar in traffic-generating capacity, noise, vibration, dust, odor, glare and heat producing characteristics.

4. *Accessory use.* A use which is customarily incidental to that of the primary existing use, which is located on the same lot or premises as the primary existing use, and which has the same zoning district classification shall be permitted as an accessory use without being separately listed as a permitted use.
5. *North America Industry Classification System (NAICS) Codes.* The activity descriptions in the current NAICS Codes prepared by the United States Executive Office of the President, Office of Management and Budget, shall be used to determine the primary establishment uses when reference is made in the tables to a designated standard industrial classification. Every January, community development staff shall determine if the manual has been revised. If the manual has been revised, such revisions and changes will be summarized in a written report and presented to the planning and zoning commission. The commission will make recommendations to council regarding adoption of the revised manual and appropriate changes to the zoning ordinance permitted use table. The commission may recommend that an ad hoc committee review and propose revisions to the permitted use table.
6. *Permitted use table.*

	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
6231	Nursing care facilities—Skilled nursing facilities							S	S		O	S				
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities	S P	S P	P	P	P	P									
623311	Continuing care retirement communities (with on-site nursing)	S	S					S	S		O	S				
623312	Assisted living facilities for the elderly (without on-site nursing)	S	S					S	S		O	S				

Section 3.

That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 20. Definitions” is hereby amended as indicated below:

Section 20. Definitions.

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

Accessory use or structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult entertainment business shall have the same meaning as "sexually oriented business," as that term is defined in V.T.C.A., Local Government Code ch. 243, and chapter 62 of the Code of Ordinances, and shall include, but not be limited to, an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater, escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Such uses shall be allowed only as specifically authorized under the terms of this appendix and chapter 62 of the Code of Ordinances. The determination of what constitutes an adult entertainment business shall be made by the police chief or his/her designee, in accordance with the definitions contained in chapter 62 of the Code of Ordinances, and such determination shall be appealable to the zoning board of adjustment.

Apartment house means any building or portion thereof used as a multiple dwelling for the purpose of providing three or more separate dwelling units which may share means of egress and other essential facilities.

Assisted living facility means an establishment as defined by Texas Health and Safety Code Chapter 247.

Automobile graveyard means an establishment or place of business that is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

...

Parking space, off-street, means a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room. Required off-street parking areas for three or more automobiles shall have individual spaces marked, and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walk, or alley, and so that any automobile may be parked and unparked without moving another. For purposes of rough computation, an off-street parking space and necessary access for maneuvering room may be estimated at 300 square feet, but off-street parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the city.

~~*Personal care facility* means any establishment that furnishes food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services as that term is defined in V.T.C.A., Health and Safety Code § 247.002, and as further provided for in V.T.C.A., Human Resources Code § 123.004.~~

Planned unit development means a district with development characterized by a unified site development plan which may provide for a mixture or combination of residential, recreation and open space and commercial uses.

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 10th day of JANUARY, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 7th day of FEBRUARY, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, 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 7, 2022

Date submitted: 12/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the first reading of an ordinance repealing Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks" of the Code of Ordinances, Friendswood, Texas, in its entirety and amending Chapter 30 "Fire Protection and Prevention" of the Code of Ordinances, Friendswood, Texas, by adding Article IV "Fireworks" to establish regulations for the use of fireworks in accordance with state law.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance repeals Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks" of the Code of Ordinances, Friendswood, Texas, in its entirety and amends Chapter 30 "Fire Protection and Prevention" of the Code of Ordinances, Friendswood, Texas, by adding Article IV "Fireworks" to establish regulations for the use of fireworks in accordance with state law.

The Fireworks Ordinance has not been updated or revised in over 15 years. The ordinance is governed by the Local Government Code, the Occupations Code, and the Texas Administration Code. Additionally, the Fireworks Ordinance is one of many codes and ordinances that is used to meet the code expectations of the Insurance Services Office (ISO).

This is the first reading of a proposed ordinance that repeals the existing ordinance and replaces the same with a new fireworks ordinance, which includes updated sections to be compliant with the applicable laws. Further, this revised ordinance expands Section 30-140 "General Prohibition" to make it unlawful for any person to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property on which a person uses fireworks. Aiding minors to purchase or use fireworks was also added as an offense. General defenses regarding the transportation of fireworks in a motor vehicle and the hosting of a gathering if the host had no knowledge of the fireworks and notified authorities.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These changes include changes to comply with state law as well as language to allow enforcement officers to better protect the community.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Fireworks Ordinance
2. Fireworks Ordinance PowerPoint

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 30, "FIRE PROTECTION AND PREVENTION" ARTICLE IV "FIREWORKS" OF THE FRIENDSWOOD CITY CODE IN ITS ENTIRETY; AMENDING CHAPTER 30, "FIRE PROTECTION AND PREVENTION" OF THE FRIENDSWOOD CITY CODE, BY ADDING A NEW ARTICLE TO BE NUMBERED AND ENTITLED ARTICLE IV "FIREWORKS" TO REGULATE FIREWORKS IN ACCORDANCE WITH STATE LAW; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

Section 1. That the City Council finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and welfare of the citizens of the City.

Section 2. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks" of the Friendswood City Code is hereby repealed in its entirety.

[ARTICLE IV. FIREWORKS]

Sec. 30-139. Definitions.

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

Distributor means those who sell fireworks to retailers or to jobbers, for resale to others.

Fireworks, as described in V.T.C.A., Occupations Code § 2154.001(5), means any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration or detonation, such as firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles or substances within the commonly accepted meaning of fireworks, whether specially designated and defined in this section or not.

Fireworks 1.3G means a large fireworks device:

- (1) Primarily designed to produce visible or audible effects by combustion, deflagration, or detonation; and
- (2) Classified as a 1.3G explosive by the department in 49 CFR 173 (1996).

Fireworks 1.4G means a small fireworks device:

- (1) Primarily designed to produce visible or audible effects by combustion, deflagration, or detonation;
- (2) That complies with the construction, labeling, and chemical composition requirements of the United States Consumer Product Safety Commission in 16 CFR 1507 (1996), or the most recently adopted version of that rule; and
- (3) That is classified as a 1.4G explosive by the department in 49 CFR 173 (1996).

Importer means those who import fireworks from a foreign country for sale to distributors, jobbers or retailers within the state.

Jobber means those who purchase fireworks for resale to consumers only.

Manufacturer means persons that are engaged in the making of fireworks.

Person means and includes any natural person, association of persons, partnership, corporation, agent or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors and administrators.

Public display means the igniting and shooting of fireworks for public amusement.

Retailers means those who purchase fireworks for resale to consumers only.

Sec. 30-140. General prohibition.

Except as otherwise specifically provided in this article, it shall be unlawful for any person to sell, offer to sell, or have in his possession with intent to sell, keep, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks of any description.

Sec. 30-141. Exceptions.

The general prohibition as set forth in section 30-140 shall not apply to the following:

- (1) A toy pistol, toy cane, toy gun, or other device that uses paper or plastic caps in sheets, strips, rolls, or individual caps that contain not more than an average of 0.25 of a grain of explosive composition per cap and that is packed and shipped under 49 CFR 173 (1996);
- (2) A model rocket or model rocket motor designed, sold, and used to propel recoverable aero models;
- (3) A propelling or expelling charge consisting of a mixture of sulfur, charcoal and potassium nitrate;
- (4) Novelties or trick noisemakers;
- (5) The sale, at wholesale, of any type of fireworks by a resident manufacturer, distributor, importer, or jobber if the fireworks are intended for shipment directly out of state under department regulations;
- (6) The sale or use of, in emergency situations, pyrotechnic signaling devices or distress signals for marine, aviation or highway use;
- (7) The use of a fusee or a railway torpedo by a railroad;
- (8) The sale of blank cartridges for:
 - a. Use in a radio, television, film or theater production;
 - b. A signal or ceremonial purpose in an athletic event; or
 - c. An industrial purpose;
- (9) The use of a pyrotechnic device by a military organization;
- (10) It shall not be unlawful, upon a permit issued by the fire marshal, for any person engaged in any organized play, legitimate theatrical performance, circus or other show designed for the amusement and edification of the general public to use, discharge or cause to be discharged and ignited fireworks as a part of an act, performance, play or circus, so long as such person does not also engage in the retailing, wholesaling, selling or distribution of any of such fireworks. The fire marshal shall cause to be made an investigation of each application made under this article to determine whether the

use of such fireworks as proposed shall be of such a character that it may be hazardous to property or dangerous to any person and he shall, in the exercise of reasonable discretion, grant or deny the application for such permit.

Sec. 30-142. Public displays exempted.

The provisions of section 30-140 shall not apply to a public display of fireworks made under the terms and conditions of this section, and such display shall be permitted upon compliance with the provisions of this section, as follows:

- (1) Any adult person or any firm, copartnership, corporation or association planning to make a public display of fireworks shall first make written application for a permit to the fire marshal at least 48 hours in advance of the date of the proposed display.
- (2) It shall be the duty of the fire marshal to make an investigation as to whether the display as proposed by the applicant for a permit under this article shall be of such a character that it may be hazardous to property or dangerous to any person, and he shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this section. If the application is approved, a permit shall be issued for the public display by the fire marshal. Such permit shall be for a period of time designated on the permit, but shall not exceed 14 days, and the permit shall not be transferable. If the application is denied by the fire marshal, he shall notify the applicant of the denial in writing.
- (3) The applicant for a display permit under this section shall, at the time of making application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the state, and he shall file with the fire marshal a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than that required under V.T.C.A., Occupations Code § 2154.205.
- (4) The range of aerial displays shall not be more than 200 feet and the fireworks shall be discharged vertically from steel tubes.
- (5) The limit of a display authorized by this section shall be not more than 30 minutes per performance, and there shall not be more than two performances in each 24 hours.
- (6) No public display of fireworks shall be of such a character and so located, discharged or fired as to be hazardous or dangerous to

persons or property, and this determination shall be within the sound discretion of the fire marshal.

- (7) The persons handling the display of fireworks under this section shall be competent, adult persons and experienced pyrotechnic operators approved by the fire marshal. No person not approved by the fire marshal shall handle fireworks at the public display. The names of the experienced pyrotechnic operators shall be designated on the permit issued.
- (8) For each public display of fireworks under this section, not less than two firefighters of the city shall be in attendance during the display. The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.
- (9) The material to be used for a public display authorized by this section shall not be stored within the city limits, but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (a) The presence of any fireworks within the city and within the area immediately adjacent and contiguous to the city limits extending for a distance outside of such city limits for a total of 5,000 feet, in violation of this article, is hereby declared to be a common and public nuisance. The fire marshal is directed and required to seize any fireworks found in violation of this article and any authorized deputy of the fire marshal, or any police officer of the city, or any other duly constituted state peace officer is empowered to stop the transportation of and detain any fireworks being transported illegally or to close any building where any fireworks are found stored illegally until the fire marshal can be notified in order that such fireworks may be seized in accordance with the terms of this article.
- (b) Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city, the fire marshal, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the city or within the 5,000-foot area described in subsection (a) of this section. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.
- (c) This section shall not apply within any portion of the 5,000-foot area described in subsection (a) of this section which is contained within the territory of any other incorporated city, town or village.

Sec. 30-144. Penalty for violation of article.

Any person who shall manufacture, assemble, store or possess fireworks in violation of this article shall, upon conviction, be punished for a misdemeanor violation. If fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by this article shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

Sec. 30-145. Permitted transportation; identification.

It shall not be an offense under this article for a person to transport fireworks 1.4G, as defined in state law, by motor vehicles which meet the federal requirements for transporting fireworks 1.4G along and upon Farm to Market Road 528, either within the city limits or within 5,000 feet of the corporate boundaries of the city. Vehicles used for transportation of fireworks shall be provided with a sign on each side reading "Fireworks." The sign shall have a white background with red letters at least six inches in height and a minimum width of not less than three-fourths of an inch.]

Section 3. That Chapter 30 "Fire Protection and Prevention" of the Friendswood City Code, is hereby amended to add a new article to be numbered and entitled Article IV "Fireworks," which article shall read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-139. Definitions.

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

Distributor means those who sell fireworks to retailers or to jobbers, for resale to others.

Fireworks means any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, including firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display. The term includes all articles or substances within the commonly accepted meaning of fireworks, whether specially designated and defined in this section or not. The term fireworks does not include the following:

- (1) a toy pistol, toy cane, toy gun, or other device that uses paper or plastic caps in sheets, strips, rolls, or individual caps that contain not more than an average of 0.25 of a grain of explosive composition per cap and that is packed and shipped under 49 CFR 173 (1996);
- (2) a model rocket or model rocket motor designed, sold, and used to propel recoverable aero models;
- (3) a propelling or expelling charge consisting of a mixture of sulfur, charcoal, and potassium nitrate;
- (4) novelties or trick noisemakers;
- (5) the sale, at wholesale, of any type of fireworks by a resident manufacturer, distributor, importer, or jobber if the fireworks are intended for shipment directly out of state under department regulations;
- (6) the sale or use of, in emergency situations, pyrotechnic signaling devices or distress signals for marine, aviation or highway use;
- (7) the use of a fusee or a railway torpedo by a railroad;
- (8) the sale of blank cartridges for:
 - a. Use in a radio, television, film, or theater production;
 - b. A signal or ceremonial purpose in an athletic event; or
 - c. An industrial purpose; or
- (9) the use of a pyrotechnic device by a military organization, a police department, or a fire department.

Fireworks 1.4G means a small fireworks device:

- (1) Primarily designed to produce visible or audible effects by combustion, deflagration, or detonation;
- (2) That complies with the construction, labeling, and chemical composition requirements of the United States Consumer Product Safety Commission in 16 CFR 1507 (1996), or the most recently adopted version of that rule; and

- (3) That is classified as a 1.4G explosive by the department in 49 CFR 173 (1996).

Importer means those who import fireworks from a foreign country for sale to distributors, jobbers, or retailers within the state.

Jobber means those who purchase fireworks for resale to consumers only.

Jurisdiction means corporate limits of the city and the area immediately adjacent and contiguous to such limits extending for a distance of 5,000 feet, excluding any area contained within the territory of another city, town, or village.

Manufacturer means persons that are engaged in the making of fireworks.

Passenger area of a motor vehicle means the area of the vehicle designed for the seating of the operator and the passengers of the vehicle. The term does not include:

- (1) a locked glove compartment or similar locked storage area;
- (2) the trunk of a vehicle; or
- (3) the area behind the last upright seat of a vehicle that does not have a trunk.

Person means and includes any natural person, association of persons, partnership, corporation, agent, or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors, and administrators.

Public display means the igniting and shooting of fireworks for public amusement.

Retailers means those who purchase fireworks for resale to consumers only.

Sec. 30-140. General prohibition.

- (a) Offenses. Except as provided in this article, it shall be unlawful for any person:
- (1) to manufacture, store, sell, distribute, possess, or offer for sale or distribution any kind or character of fireworks within the city limits;
 - (2) to ignite, detonate, cast, throw, discharge or explode any kind or character of fireworks within the jurisdiction; or

- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property within the jurisdiction on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

(b) Defenses.

- (1) It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:
 - a. the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
 - b. the fireworks were not in the passenger area of the vehicle.
- (2) It is an affirmative defense to subsection (a)(3) of this section if person, who organized, supervised, officiated, permitted, or accepted responsibility for a gathering, did not knowingly permit a person to ignite, detonate, cast, throw, discharge, or explode fireworks at the gathering and, within a reasonable period of time after learning of the action, reported the use of fireworks in violation of this article to the police department or the fire marshal's office.

Sec. 30-141. Aiding minors to purchase, use, etc. fireworks.

No guardian or relation in the ascending line of a minor shall furnish money or a thing of value to a minor for the purchase of fireworks or encourage, act in conjunction with or in any manner instigate or aid a minor in the commission of having, keeping, storing, selling, offering for sale, giving away, using, transporting, or manufacturing fireworks within the corporate limits of the city. This shall be an offense regardless of whether the minor has been found guilty of the offense. The commission of the offense by the minor on the property under the control or owned by the relation or guardian shall be prima facie evidence that the relation or guardian was instigating or aiding the minor.

Sec. 30-142. Public displays exempted.

The provisions of section 30-140 shall not apply to a public display of fireworks made under the terms and conditions of this section, and such display shall be permitted upon compliance with the provisions of this section, as follows:

- (1) Any adult person or any firm, partnership, corporation, or association planning to make a public display of fireworks shall first make written application for a permit to the fire marshal at least 2 working days in advance of the date of the proposed display.

- (2) It shall be the duty of the fire marshal to make an investigation as to whether the display as proposed by the applicant for a permit under this article shall be of such a character that it may be hazardous to property or dangerous to any person, and he shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this section. If the application is approved, a permit shall be issued for the public display by the fire marshal. Such permit shall be for a period of time designated on the permit, but shall not exceed 14 days, and the permit shall not be transferable. If the application is denied by the fire marshal, he shall notify the applicant of the denial in writing.
- (3) The applicant for a display permit under this section shall, at the time of making application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the state, and he shall file with the fire marshal a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than that required under V.T.C.A., Occupations Code § 2154.205.
- (4) The range of aerial displays shall not be more than 200 feet and the fireworks shall be discharged vertically from steel tubes.
- (5) The limit of a display authorized by this section shall be not more than 30 minutes per performance, and there shall not be more than two performances in each 24 hours.
- (6) No public display of fireworks shall be of such a character and so located, discharged, or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the fire marshal.
- (7) The persons handling the display of fireworks under this section shall be competent, adult persons and experienced, licensed pyrotechnic special effects operators approved by the fire marshal. No person not approved by the fire marshal shall handle fireworks at the public display. The names of the experienced, licensed pyrotechnic special effects operators shall be designated on the permit issued.
- (8) For each public display of fireworks under this section, not less than two firefighters of the city shall be in attendance during the display. The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.

- (9) The material to be used for a public display authorized by this section shall not be stored within the city limits, but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (a) The presence of any fireworks within the jurisdiction in violation of this article is hereby declared to be a common and public nuisance.
- (b) The fire marshal, any authorized deputy of the fire marshal, any police officer of the city, or any other duly constituted state peace officer is empowered
- (1) to seize in accordance with state law any fireworks found in violation of this article,
 - (2) to stop the transportation of, detain, and seize in accordance with state law any fireworks being transported illegally, or
 - (3) to close any building where any fireworks are found stored illegally.
- (c) If any fireworks are deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may dispose of such fireworks without further process of law. The fire marshal is authorized to dispose of any seized or abandoned fireworks that are deemed to be hazardous to life or property.
- (d) Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city, the fire marshal, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the jurisdiction. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.

Sec. 30-144. Penalty for violation of article.

Any person who shall manufacture, assemble, store, or possess fireworks in violation of this article shall, upon conviction, be punished as provided in section 1-14 of this Code. If fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by this article shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

Sec. 30-145. Permitted transportation; identification.

It shall not be an offense under this article for a person to transport fireworks 1.4G by motor vehicles which meet the federal requirements for transporting fireworks 1.4G along and upon Farm to Market Road 528 within the jurisdiction. Vehicles used for transportation of fireworks shall be provided with a sign on each side reading "Fireworks." The sign shall have a white background with red letters at least six inches in height and a minimum width of not less than three-fourths of an inch.

Section 4. That a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$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 this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading this 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 7th day of March, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

CITY OF FRIENDSWOOD

Fireworks Ordinance



TM

History

- **Fireworks Ordinance created with Office of the Fire Marshal in 1974**
- **Last updated in 2005**
- **Public Protection Class (PPC)**
- **Insurance Services Office (ISO)**

Fireworks Call History

	July 2019	NYE 2019
Calls for Service	56	69
Citations Issued	19	12
	July 2020	NYE 2020
Calls for Service	91	82
Citations Issued	12	19
	July 2021	NYE 2021
Calls for Service	84	72
Citations Issued	21	12

Notes:

- Calls for service are "Violation of City Ordinance"
- July calls are pulled for July 1- July 5th
- New Year calls are pulled December 31- January 1st

Governances

- **Texas Occupation Code, Chapter 2154**
- **Texas Administrative Code, Section 34.801**
- **Local Government Code, Chapters 42, 217 & 342**

Revisions

- **Re-organized and renumbered**
- **Clean-up pronouns**
- **Updates in State Law (Governances)**
- **Public Safety Changes**

Major Changes

Sec. 30-140. General prohibition.

(a) Offenses. Except as provided in this article, it shall be unlawful for any person:

- (1) to manufacture, store, sell, distribute, possess, or offer for sale or distribution any kind or character of fireworks within the city limits.
- (2) to ignite, detonate, cast, throw, discharge or explode any kind or character of fireworks within the jurisdiction; or
- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property within the jurisdiction on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

Major Changes

(b) Defense.

- (1) It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:
 - a. the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
 - b. the fireworks were not in the passenger area of the vehicle.
- (2) It is an affirmative defense to subsection (a)(3) of this section if person, who organized, supervised, officiated, permitted, or accepted responsibility for a gathering, did not knowingly permit a person to ignite, detonate, cast, throw, discharge, or explode fireworks at the gathering and, within a reasonable period of time after learning of the action, reported the use of fireworks in violation of this article to the police department or the fire marshal's office.

Major Changes

Sec. 30-141. Aiding minors to purchase, use, etc. fireworks.

No guardian or relation in the ascending line of a minor shall furnish money or a thing of value to a minor for the purchase of fireworks or encourage, act in conjunction with or in any manner instigate or aid a minor in the commission of having, keeping, storing, selling, offering for sale, giving away, using, transporting, or manufacturing fireworks within the corporate limits of the city. This shall be an offense regardless of whether the minor has been found guilty of the offense. The commission of the offense by the minor on the property under the control or owned by the relation or guardian shall be prima facie evidence that the relation or guardian was instigating or aiding the minor.

Major Changes

Removal

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

(a) The presence of any fireworks within the city and **within the area immediately adjacent and contiguous to the city limits extending for a distance outside of such city limits for a total of 5,000 feet**, in violation of this article, is hereby declared to be a common and public nuisance.

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 7, 2022

Date submitted: 12/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the first and final reading of an ordinance ordering the General and Special Elections to be held on May 7, 2022, for the purposes of electing councilmembers for Position Nos. 4 and 6 and voting for or against amendments to the Charter of the City of Friendswood.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This ordinance calls for the City of Friendswood General and Special Elections to be held on May 7, 2022, for the purposes of electing councilmembers for Position Nos. 4 and 6 and voting for or against amendments to the Charter of the City of Friendswood.

The City will contract with both Harris and Galveston Counties for election services related to the May 7th elections; thus, many of the details regarding the election have not been finalized at this time. Educational materials will be posted on the City's website and be available in city hall and the library.

Below is a list of important dates that were available at the time of this posting:

01/19/2022	First day to file for place on ballot.
02/18/2022	Last day to file an Application for Place on Ballot at 5:00 P.M. in City Secretary's Office, City Hall. Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall
02/22/2022	Last day for a Write-in Candidate to File for a Place on the Ballot. Filing must be received by the City Secretary's Office no later than 5:00 P.M. Write-In Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall, if needed.
02/23/2022	Last day for Candidacy Withdrawal must be filed with the City Secretary's Office no later than 5:00 P.M.
04/07/2022	Due date for filing first Report of Campaign Contributions and Expenditures by Opposed Candidate (30 days prior to Election). Deadline to register to vote for May 7, 2022, Election (Must register with Voter Registrar of the county of residence.)

04/26/2022	Last day to apply (by mail or fax) for an early voting ballot to be voted by mail; applications must be received by the County Clerk in which the registered voter resides (Harris or Galveston County) and not merely postmarked on this date.
04/29/2022	Due date for filing second report of Campaign Contributions and Expenditures (8 days prior to election)
04/25 – 05/03	Early Voting Period by Personal Appearance (schedule may vary by county)
05/07/2022	Election Day (7:00 A.M. to 7:00 P.M.)
05/18/2022	Last Day to Canvass the Election, City Council is the canvassing authority that will canvass and declare the results of the election at a council meeting posted in compliance with the Open Meetings Act.

The City Secretary's Office will post all election-related information on the City's notice boards and website as it becomes available in the languages required under the law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Calling the General and Special Elections

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ORDERING THE GENERAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2022, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS FOR POSITIONS FOUR (4) AND SIX (6); ORDERING A SPECIAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2022, FOR THE PURPOSE OF AMENDING ARTICLE II “POWERS OF THE CITY,” SECTION 2.01 “GENERAL POWERS”; ARTICLE III “CITY COUNCIL,” SECTION 3.02 “QUALIFICATIONS,” SECTION 3.09 “MEETINGS OF THE CITY COUNCIL,” AND SECTION 3.11 “ORDINANCES IN GENERAL”; ARTICLE IV “ADMINISTRATIVE SERVICES,” SECTION 4.04 “CITY SECRETARY”; ARTICLE V “INITIATIVE, REFERENDUM AND RECALL,” SECTION 5.06 “ACTION ON PETITIONS,” SUBSECTION (B) “SUBMISSION TO VOTERS”; ARTICLE VI “NOMINATIONS AND ELECTIONS; OATH OF OFFICE,” SECTION 6.04 “CANVASSING AND ELECTION RESULTS,” SUBSECTION (A) “CANVASSING”; ARTICLE VIII “FINANCIAL ADMINISTRATION,” SECTION 8.03 “ANNUAL BUDGET,” SUBSECTION (A) “CONTENT” AND SUBSECTION (C) “PUBLIC NOTICE AND HEARING” AND SECTION 8.05 “BORROWING FOR CAPITAL IMPROVEMENTS,” SUBSECTION (F) “ELECTIONS TO AUTHORIZE DEBT”; ARTICLE IX “FRANCHISES AND PUBLIC UTILITIES,” SECTION 9.10 “PUBLIC SERVICE CORPORATIONS TO FILE ANNUAL REPORTS,” SUBSECTION (A); AND ARTICLE XI “GENERAL PROVISIONS,” SECTION 11.02 “CITY NEWSPAPER” OF THE CHARTER OF THE CITY OF FRIENDSWOOD, TEXAS; MAKING OTHER PROVISIONS RELATED TO SUCH ELECTIONS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Friendswood City Council deems that, in accordance with the laws of the State of Texas, a General Election should occur on May 7, 2022, for the purpose of electing a Councilmember to Position No. Four (4) and a Councilmember to Position No. Six (6); and

WHEREAS, the Friendswood City Council deems that, in accordance with the laws of the State of Texas, a Special Election should occur on May 7, 2022, for the purpose of amending Article II “Powers of the City,” Section 2.01 “General powers”; Article III “City Council,” Section 3.02 “Qualifications,” Section 3.09 “Meetings of the City Council,” and Section 3.11 “Ordinances in general”; Article IV “Administrative Services,” Section 4.04 “City Secretary”; Article V “Initiative, Referendum and Recall,” Section 5.06 “Action on petitions, Subsection (b) “Submission to voters”; Article VI “Nominations and Elections; Oath of Office,” Section 6.04 “Canvassing and election results,” Subsection (a) “Canvassing”; Article VIII “Financial Administration,” Section 8.03 “Annual budget,” Subsection (a) “Content” and Subsection (c) “Public notice and hearing” and Section 8.05 “Borrowing for capital improvements,” Subsection (f) “Elections to authorize debt”; Article IX “Franchises and Public Utilities,” Section 9.10 “Public service corporations to file annual reports”; and Article XI “General provisions,” Section 11.02 “City newspaper” of the Charter of the City of Friendswood, Texas; and

WHEREAS, the Friendswood City Council wishes to proceed with the ordering of such elections and the City Council has determined that holding such elections 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 general and special municipal elections and in order to comply with said Code, an ordinance should be passed establishing the procedures to be followed for the May 7, 2022, election; NOW THEREFORE,

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

Section 1. General Election. In accordance with the Charter of the City of Friendswood and the 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 7, 2022, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. at which General Election all qualified voters of the City of Friendswood, Texas (the “City”) may vote for the purpose of electing the following officials of the City:

Councilmember, Position No. 4; and
Councilmember, Position No. 6.

Section 2. Placement on Official Ballot. That any eligible and qualified person may have his/her name printed upon the official ballot as an independent candidate for the office of Councilmember by filing a sworn application with the City Secretary of the City of Friendswood, no later than 5:00 p.m., February 18, 2022. The form of the sworn application for the candidates for the office of Councilmember shall be as set forth by Section 141.031 of the Texas Election Code.

Section 3. Candidate Qualifications. That the qualifications of the Councilmembers are as follows:

OFFICE	QUALIFICATIONS
Councilmember	➤ shall be a citizen of the United States of America; ➤ shall be a qualified voter of the State of Texas and the City of Friendswood; ➤ shall have resided for at least twelve (12) months preceding the election within the corporate limits of the City of Friendswood, including territory annexed prior to the filing deadline; ➤ shall be at least 21 years of age; ➤ shall meet the requirements for sponsors stipulated in the Charter; and ➤ shall meet such other requirements as set forth in Chapter 141 of the Texas Election Code and in the Charter of the City of Friendswood, Texas.

Section 4. Ballot. That the form of the ballot for said general election shall be substantially as follows:

OFFICIAL BALLOT

Vote for the candidate of your choice in each race by placing an 'X' or filling in the shape beside the candidate's name.

COUNCILMEMBER POSITION NO. 4

COUNCILMEMBER POSITION NO. 6

Section 5. Placement on/Removal from Ballot. That any person eligible for the office of City Councilmember who has filed his/her own sworn application in accordance with the provisions of this ordinance shall have his/her name printed on the official ballot. On or before February 23, 2022, any such person may cause his/her name to be withdrawn by filing, in writing, with the City Secretary, a request to that effect over his/her own signature, duly attested to by a Notary Public. No names so withdrawn shall be printed on the ballot.

Section 6. Determination of Ballots for General Election. The candidates receiving a majority of votes for the position to be filled at such election shall be declared elected.

Section 7. Special Election. In accordance with the Charter of the City of Friendswood and the laws and the Constitution of the State of Texas, a Special Municipal Election is hereby ordered to be held in and throughout the City of Friendswood on May 7, 2022, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. at which Special Election all qualified voters of the City of Friendswood, Texas (the "City") may vote for the purpose of voting for or against the proposed amendments set forth herein. The proposed amendments affect only the articles and sections listed below which are submitted for amendment to read as follows:

CITY OF FRIENDSWOOD PROPOSITION A

Amending Article II "Powers of the City," Section 2.01 "General powers" of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 2.01. General powers.

Except as otherwise specifically provided in this Charter, the City shall have all powers possible for a Home Rule city to have under the Constitution and laws of the State of Texas as fully and completely as though they were expressly enumerated in this Charter, including the power to acquire property within Galveston, Harris, and Brazoria Counties.

CITY OF FRIENDSWOOD PROPOSITION B

Amending Article III "City Council," Section 3.02 "Qualifications" of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 3.02. Qualifications.

In addition to any other qualifications prescribed by law, the Mayor and each Councilmember shall be a qualified voter and shall reside within the City while in office.

CITY OF FRIENDSWOOD PROPOSITION C

Amending Article III “City Council,” Section 3.09 “Meetings of the City Council” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 3.09. Meetings of the City Council.

The City Council shall establish the days and times of its regular meetings but hold at least one regular meeting each month. Except during declared emergencies, all regular meetings of the City Council shall be held within the corporate limits of the City. All meetings of the council shall be open to the public, except as authorized by law.

CITY OF FRIENDSWOOD PROPOSITION D

Amending Article III “City Council,” Section 3.11 “Ordinances in general” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 3.11. Ordinances in general.

- (a) *Form.* The Council shall legislate by ordinance only, and the enacting clause of every ordinance shall be: “Be it Ordained by the City Council of the City of Friendswood, State of Texas.”
- (b) *Effective Date.* Each proposed ordinance shall be introduced in written, electronic, or printed form and, upon passage, shall take effect at the time indicated therein; provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective upon adoption or at a later time as specified in the ordinance. The City Secretary shall give notice of the passage of every ordinance imposing a penalty, fine or forfeiture for a violation of the provisions thereof, by causing the caption of any such ordinance to be published in the official newspaper in the City of Friendswood.
- (c) *Readings.* Ordinances that require one reading are those ordinances that:
 - (1) require a public hearing or more notice than required by the Texas Open Meetings Act;
 - (2) relate to the adoption or amendment to the budget;
 - (3) relate to the assessment, levy, or collection of taxes;
 - (4) relate to the calling of an election, or the canvassing of the returns and declaration of results of an election;

- (5) relate to the incurring of indebtedness, including, specifically, the issuance or sale of bonds or certificates of obligation;
- (6) relate to the development or improvement of a street; or
- (7) relate to an emergency so declared by Council.

For all other ordinances, including the franchise for a public utility, the caption shall be read at two council meetings on separate days. An ordinance requiring two readings shall be deemed rejected if approval on final reading is not obtained within 90 days of the date approval on first reading is obtained.

- (d) *Amendments/Printed Code.* The City Council shall have power to cause the ordinances of the City to be corrected, amended, revised, codified, and printed in code form as often as the Council deems advisable, and such printed code, when adopted by the Council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.

CITY OF FRIENDSWOOD PROPOSITION E

Amending Article IV “Administrative Services,” Section 4.04 “City Secretary” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 4.04. City Secretary.

- (a) *Appointment.* The City Manager shall appoint a City Secretary who shall act as the secretary to the Council and shall hold office at the pleasure of the City Manager. He/she shall be provided an office in the City Hall sufficient to maintain the records entrusted to his/her care and shall be entitled to a seat at the Council table at all official meetings.
- (b) *Duties of the City Secretary.* The duties of the City Secretary shall be as follows:
 - (1) Record the minutes of all official meetings of the Council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes.
 - (2) Be the custodian of all municipal records of the Council.
 - (3) Recommend to the Council rules and regulations to be adopted by ordinances to protect the safety and security of the municipal records.
 - (4) Hold and maintain the City seal and affix [it] to all instruments requiring such seal.
 - (5) Cause written notice of appointment to be delivered to each person appointed by the Mayor or Council to any board, commission, committee, or other appointive office or position, within five working days following such appointment by the Mayor or Council.
- (c) *Compensation.* The City Manager shall set the compensation of the City Secretary.

CITY OF FRIENDSWOOD PROPOSITION F

Amending Article V “Initiative, Referendum and Recall,” Section 5.06 “Action on petitions,” Subsection (b) “Submission to voters” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 5.06. Action on petitions.

- (b) *Submission to voters.* The vote of the City on a proposed or referred ordinance shall be held at a Special Election called for such purpose in accordance with subsection (a)(3) above. Copies of the proposed or referred ordinance shall be made available at the City Secretary’s Office and posted on the City’s website 15 days immediately preceding the election.

CITY OF FRIENDSWOOD PROPOSITION G

Amending Article VI “Nominations and Elections; Oath of Office,” Section 6.04 “Canvassing and election results,” Subsection (a) “Canvassing” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 6.04. Canvassing and election results.

- (a) *Canvassing.* Returns of the elections, general and special, shall be made by the election officers to the city council and the council shall canvass the returns and declare the results of such election in accordance with law.

CITY OF FRIENDSWOOD PROPOSITION H

Amending Article VIII “Financial Administration,” Section 8.03 “Annual budget,” Subsection (a) “Content” and Subsection (c) “Public notice and hearing” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 8.03. Annual Budget.

- (a) *Content.* The budget shall provide a complete financial plan of all City funds and activities and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the Council may require. A budget message explaining the budget both in fiscal terms and in terms of the work programs shall be submitted with the budget. It shall outline the proposed financial policies of the City for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues, with reasons for such changes. It shall also summarize the City's debt position and include such other material as the manager deems desirable. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, the proposed property tax levy, and all proposed expenditures for the ensuing fiscal year, including debt service and an itemized estimate of the expense of conducting each department of the City.

The proposed budget expenditures shall not exceed the total of estimated income. The budget shall be so arranged as to comply with state law.

- (c) *Public notice and hearing.* Any public hearing on the proposed budget shall be held and published in accordance with law.

CITY OF FRIENDSWOOD PROPOSITION I

Amending Article VIII “Financial Administration,” Section 8.05 “Borrowing for capital improvements,” Subsection (f) “Elections to authorize debt” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 8.05. Borrowing for Capital Improvements.

- (f) *Elections to authorize debt.* Notwithstanding any other provision contained in this Section 8.05 to the contrary, the Council shall only issue debt pursuant to state law and shall be prohibited from issuing certificates of obligation without voter approval; provided, however, the Council shall be authorized to incur debt without the necessity of a Special Election if necessary due to an emergency or urgent public necessity, which emergency or urgent public necessity shall be expressed in the ordinance or resolution authorizing such debt.

CITY OF FRIENDSWOOD PROPOSITION J

Amending Article IX “Franchises and Public Utilities,” Section 9.10 “Public service corporations to file annual reports,” Subsection (a) of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 9.10. Public service corporations to file annual reports.

- (a) The Council may require all public service corporations operating within the corporate limits of the City to file a sworn annual report of the receipts from the operation of the said business for the current year, how expended, how much thereof for betterments or improvements, the rate of tolls or charges for services rendered to the public, and any other facts or information that the Council may deem pertinent for its use, including reports on operations within the City in intelligently passing upon any questions that may arise between the City and the said public service corporations; said reports to be filed with the City Secretary, and preserved for the use of the City Council. Such reports shall be reviewed annually by the Council to determine the propriety of the rates being charged.

CITY OF FRIENDSWOOD PROPOSITION K

Amending Article XI “General provisions,” Section 11.02 “City newspaper” of the Charter of the City of Friendswood, Texas, to read as follows:

Sec. 11.02. City newspaper.

The Council shall, at a minimum, biennially designate a public newspaper of general circulation in the City as official publication thereof, and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required by this Charter, by the ordinances of the City, or by the Constitution and/or laws of the State of Texas to be published.

Section 8. Determination of Ballots for Special Election. If a proposed amendment is approved by a majority of the qualified voters voting thereon, it shall take effect and become part of the Charter upon its adoption and the entering of an order by the City Council declaring the amendment adopted.

Section 9. That the form of the ballot for said election shall be substantially as follows:

<u>OFFICIAL BALLOT</u>	
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION A</u> The amendment to Article II “Powers of the City,” Section 2.01 “General powers” of the Friendswood City Charter to authorize the purchase of property within Galveston, Harris and Brazoria Counties.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION B</u> The amendment to Article III “City Council,” Section 3.02 “Qualifications,” of the Friendswood City Charter to remove the reference to qualifications required to file for office from this section, which pertains to qualifications while in office.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION C</u> The amendment to Article III “City Council,” Section 3.09 “Meetings of the City Council” of the Friendswood City Charter to conform meetings of the City Council to the requirements of state law.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION D</u> The amendment to repeal and replace Article III “City Council,” Section 3.11 “Ordinances in general” of the Friendswood City Charter to update the procedures for the passage of ordinances and their effective dates.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION E</u> The amendment to Article IV “Administrative Services,” Section 4.04 “City Secretary” of the Friendswood City Charter to allow the City Manager to appoint and supervise the City Secretary.

☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION F</u> The amendment to Article V “Initiative, Referendum and Recall,” Section 5.06 “Action on petitions, Subsection (b) “Submission to voters” of the Friendswood City Charter to require a proposed or referred ordinance be posted on the City’s website instead of being posted at each polling location and on the City’s notice boards.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION G</u> The amendment to Article VI “Nominations and Elections; Oath of Office,” Section 6.04 “Canvassing and election results,” Subsection (a) “Canvassing” of the Friendswood City Charter to conform the canvassing requirements to state law.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION H</u> The amendment to Article VIII “Financial Administration,” Section 8.03 “Annual budget,” Subsection (a) “Content” and Subsection (c) “Public notice and hearing” of the Friendswood City Charter to conform budget matters related to content and hearings to state law.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION I</u> The amendment to Article VIII “Financial Administration,” Section 8.05 “Borrowing for capital improvements,” Subsection (f) “Elections to authorize debt” of the Friendswood City Charter to authorize Council to issue debt only to the extent allowed by law but require voter approval prior to the issuance of certificates of obligation.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION J</u> The amendment to Article IX “Franchises and Public Utilities,” Section 9.10 “Public service corporations to file annual reports” of the Friendswood City Charter to allow Council to determine when public service corporations are required to file annual reports with the City.
☐ FOR ☐ AGAINST	<u>CITY OF FRIENDSWOOD PROPOSITION K</u> Amendment Article XI “General provisions,” Section 11.02 “City newspaper” of the Friendswood City Charter to require the City Council to designate a public newspaper for its publications at least every two years.

Section 10. Findings. The City Council finds and declares that each proposition stated hereinabove is confined to one subject and that the propositions are submitted to enable the qualified voters to vote on each amendment separately.

Section 11. Joint Election. That the general election called in Section 1 hereof and the special election called in Section 7 hereof shall be held as joint elections with Harris County and Galveston County pursuant to the joint election agreement to be entered into with each county.

Section 12. Polling Locations. That the City shall use the polling places along with election officials for the general and special elections ordered in Section 1 and Section 7 hereof as designated by Harris County and Galveston County.

Section 13. Voting Equipment. Hart InterCivic Verity equipment shall be used for voting at the designated election precincts, and electronic counting devices and equipment shall be used for counting the ballots at the general and special elections.

Section 14. Early Voting. Each qualified voter who desires to cast an early vote shall be entitled to an official ballot and the right to cast such ballot in accordance with the provisions of the Texas Election Code. Early voting will be conducted by the Early Voting Clerks at the places designated by Harris County and Galveston County. The location of the main early voting polling place for each county is as follows:

Galveston County	Harris County
Galveston County Courthouse Dwight D. Sullivan Galveston County Clerk Elections Division 600 59 th St., 2 nd Floor, Suite 2001 Galveston, TX 77551	Isabel Longoria Harris County Elections Administrator 1001 Preston, 4th Floor, Room 440 Houston, TX 77002

Hart Intercivic Verity equipment shall be used for early voting by personal appearance. Early voting by personal appearance shall commence on April 25, 2022, and end on May 3, 2022, in accordance with the schedules adopted by Harris and Galveston Counties. Hart Intercivic Verity equipment shall be used for early voting by mail in Harris County and Galveston County. Applications for ballots to be voted by mail should be mailed as follows:

(a) For Galveston County:

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		
Phone No.: 409-770-5108		Website: http://galvestonvotes.org

⁽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.

(b) For Harris County:

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, 4th Floor, Room 440 Houston, TX 77002
By email ⁽¹⁾ : BBM@cco.hctx.net		
Phone No.: (713) 755-6935		Website: http://harrisvotes.org

⁽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.

The last day to submit an application for a ballot to the respective Early Voting Clerk to be voted by mail is April 26, 2022 (received, not postmarked).

Section 15. Central Counting Stations. The Central Counting Stations to receive and tabulate voted ballots shall be at the locations designated by Harris and Galveston Counties.

Section 16. Election Notice. The general election and the special election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In the general election and in the special election, the Mayor and the City Secretary of the City of Friendswood shall do and perform each act as required to be done and performed respectively by the County Judge and the County Clerk of the Commissioners' Court. The notice of the general and special elections shall be given by posting a substantial copy of this election ordinance at City Hall and at three other places in the City, not later than the 21st day prior to the date set for the election; and a substantial copy of this election ordinance also shall be published at least once in a newspaper of general circulation published in the City, the date of the first publication to be not more than 30 days and not less than 10 days prior to the date set for the general and special elections. Notice of the general and special elections shall also be provided to the Harris County Clerk and Galveston County Clerk not later than the 60th day before the date of the elections ordered herein.

Section 17. Further Action. The City Secretary is further authorized to give or cause to be given notices required for the general and special elections, and to take such other and further action as is required to conduct such elections in compliance with the Texas Election Code.

Section 18. Compliance with Law. In all matters relating to the ordering, giving notice, and holding the general and special elections, the City shall comply with the applicable parts of the Texas Election Code, including Chapter 272 of the Texas Election Code pertaining to bilingual requirements, and the Federal Voting Rights Act of 1965, as amended.

Section 19. Effective Date. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, 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 7, 2022

Date submitted: 01/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.

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 fifth set for fiscal year 2021-2022.

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 details of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

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

Staff recommends approval.

ATTACHMENTS

1. Ordinance for Budget Amendment V
2. FY22 BA V Exhibit A 02-07-2022
3. FY22 BA V Exhibit B 02-07-2022

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022, BY APPROVING "BUDGET AMENDMENT V" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2021-22, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2021-2022"; 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 2021-2022; 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 2021-2022," is hereby amended for municipal purposes as shown on "Budget Amendment V" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal year 2021-2022" attached hereto. Said Budget Amendment V 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.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment V
February 7, 2022**

1. **Blackhawk Building Property Survey, \$7,500.** Appropriate funds to complete a boundary survey of the Blackhawk Building property. The purpose of the survey is to identify limits of the property so any improvements are laid out correctly. Spot elevations and utility exploration ensure that any pavement improvements do not impede drainage and sewer services are properly sized. The funding source will be unassigned general fund balance.
2. **HMGP Buyout Grant Reimbursement, \$180,327.** Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$176,854 for 1204 Myrtlewood, \$2,910 for asbestos assessments of 13 homes and \$563 for appraisal services for 705 Leisure Ln. Advance funding for these purchases were originally approved at the May 3, 2021 and the June 1, 2020 City Council meetings. Therefore, the funds will be appropriated back to unassigned general fund balance.
3. **HMGP Buyout Grant Reimbursement, \$70,762.** Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$45,665 for 807 Penn Dr and \$25,097 for 13 Haverford. Advance funding for these purchases were originally approved at the January 11, 2021 and the March 2, 2020 City Council meetings, respectively. Therefore, the funds will be appropriated back to unassigned general fund balance.
4. **PEG Channel-Studio Soundproofing, \$380.** Appropriate PEG Channel funds to install Audimute to soundproof the studio. The funding source will be restricted general fund balance from PEG Channel revenue.
5. **Police Investigation Fund-Speed Trailer, \$2,500.** Appropriate funds to purchase a speed trailer. The trailer unit will have the capability to display general messages to the public as well as display drivers' speed. The funding source will be restricted Federal Police Investigation Fund balance.
6. **Siren System Maintenance and Repairs, \$7,000.** Appropriate funds to cover costs of maintenance and repairs of the siren system. Due to the system's age (20+ years), these items need constant preventative maintenance and repairs to remain in operating condition. The funding source will be unassigned general fund balance.
7. **Friendswood Lakes Boulevard, \$5,597.** Appropriate funds for Change Order #4 needed for the Friendswood Lakes Boulevard project. The change order includes the construction of a concrete retaining wall and wingwalls. In September 2020, Council approved an interlocal contract between the City of Friendswood and Galveston County for the engineering and construction of Friendswood Lakes Boulevard from Sterling Creek to West Ranch. The City is contractually obligated to jointly fund necessary change orders to complete the project. The funding source will be 2017 General Obligation Bonds (Round 3).
8. **Friendswood Downtown Economic Development (FDEDC), \$10,870.** Appropriate funds for the relocation of City owned and operated utilities along FM 518 from FM 2351 to south of Whispering Pines. The FDEDC approved the costs associated with the relocations and adjustments of water and sewer line facilities at their February 9, 2021 board meeting. This item was approved at the March 1, 2021 Council Meeting. However, since expenditures were not made during FY21, a re-appropriation of funds is needed. Funding for the services will come from the 1/8th cent sales tax approved in May of 2016 for capital improvements in downtown Friendswood.

City of Friendswood				
February 7, 2022				
2021-2022 Budget Amendment V - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate unassigned fund balance for a survey of Blackhawk Building property	(7,500)
1	001-7001-419.8596		Appropriate unassigned fund balance for a survey of Blackhawk Building property	7,500
2	120-10199		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 1204 Myrtlewood, asbestos assessments and 705 Leisure Ln	(180,327)
2	120-26010		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 1204 Myrtlewood, asbestos assessments and 705 Leisure Ln	180,327
2	001-14018		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 1204 Myrtlewood, asbestos assessments and 705 Leisure Ln	(180,327)
2	001-10199		Reimburse unassigned general fund balance for advance funding related to HMPG grant for 1204 Myrtlewood, asbestos assessments and 705 Leisure Ln	180,327
3	120-10199		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn Dr and 13 Haverford	(70,762)
3	120-26010		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn Dr and 13 Haverford	70,762
3	001-14018		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn Dr and 13 Haverford	(70,762)
3	001-10199		Reimburse unassigned general fund balance for advance funding related to HMGP grant for 807 Penn Dr and 13 Haverford	70,762
4	001-0000-30500	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to install Audimute on wall in studio	(320)
4	001-6460-419.6610	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue to install Audimute on wall in studio	320
5	101-0000-30100		Appropriate restricted PIF fund balance to purchase a speed trailer	(2,500)
5	101-2120-421.5800		Appropriate restricted PIF fund balance to purchase a speed trailer	2,500
6	001-0000-30500		Appropriate unassigned general fund balance to cover cost of repairs and maintenance of siren system	(7,000)
6	001-2110-421.6800		Appropriate unassigned general fund balance to cover cost of repairs and maintenance of siren system	7,000
7	255-0000-30100		Appropriate unassigned general fund balance to cover cost of retaining wall and wingwalls for Friendswood Lakes Boulevard project (Change Order #4)	(5,597)
7	255-7001-431.8591	FLB2020	Appropriate unassigned general fund balance to cover cost of retaining wall and wingwalls for Friendswood Lakes Boulevard project (Change Order #4)	5,597
8	175-0000-30100		Appropriate funds for relocation and adjustments of water and sewer line facilities related to the design of illumination along FM 518 for the FDEDC project	(10,870)
8	175-0303-419.7800		Appropriate funds for relocation and adjustments of water and sewer line facilities related to the design of illumination along FM 518 for the FDEDC project	10,870

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 7, 2022

Date submitted: 12/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution designating the Mayor as the City's representative in seeking eligible grant funds under the General Victim Assistance Direct Services 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: Elective

SUMMARY / ORIGINATING CAUSE

Funding is available from the State of Texas, Governor's Office, Criminal Justice Division, General Victim Assistance – Direct Services Program for a 12-month grant period. An in-kind match is required. This requirement is met by utilizing volunteers and an internship program. The grant will supply salary and some employee-related expenses for one current full-time liaison for one year. Cash match is not required this year. So, the 20% cash match usually listed in the VOCA application has been removed, for this year only. We did not increase the requested funding in the application on the advice of H-GAC due to a projected 15% reduction in VOCA funds for FY23 applications.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Victims of crime in Friendswood receive many services through the Friendswood Police Department and the Victim Assistance program, including crisis counseling, advocacy, information and referral. This funding would allow the Friendswood Police Department to continue to ensure these services are available to any person victimized in Friendswood. This grant funding would continue to allow the city to uphold the excellent services to victims that have been consistently provided.

RECOMMENDATIONS

This action authorizes the City to apply for and accept \$76,908 in grant funding from the State of Texas, Governor's Office for the Friendswood Police Department to provide the "Crime Victim Assistance Program." The grant funds one full-time equivalent (FTE) Crime Victim Liaison to provide service referrals and assistance to all victims of violent crime, domestic abuse and sexual assault. The police department has applied for this grant every year for the past 20+ years.

ATTACHMENTS

1. Proposed Resolution R2022-XX VOCA
2. 2023 VOCA Grant - pending submission 010722

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

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; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.

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, STATE OF 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.

Section 4. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

H:\City Council\Resolutions\2022\02-07-2022\Proposed Resolution R2022-XX VOCA.docx

Agency Name: Friendswood, City of
Grant/App: 1406221 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

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: 12/13/2021 4:26:25 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
City/State/Zip: Friendswood Texas 77546-4177
Start Date: 10/1/2022
End Date: 9/30/2023

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
Email: pdgrants@friendswood.com
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 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.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

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.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

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.

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, 2023 or the end of the grant period, whichever is later.

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: Haley Brown

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.

X 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 75% of the total offenses seen 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 25% 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 2021 grant cycle, the Friendswood Crime Victim Assistance program serviced 166 primary victims of domestic violence. This number comprises 37% of the total number of victims served. There were 32 survivors of sexual assault served in the last grant cycle; 25 were children under the age of 17. In total, 30 child victims were served by the program. There were 8 victims of violent crime aged 65 and older and does not include those who were victims of financial exploitation. Stalking and harassment cases are on the rise with 11 primary victims of stalking/harassment served in the last grant cycle.

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 addresses 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 23 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 9/30/2021) was 298 victims. The program is estimating an increase to 350 victims. The majority of the victims serviced are females (70% 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 73% white, 13% Hispanic, 2% Asian and 10% black. The Friendswood program places special emphasis on developing and enhancing resources that impact victims of domestic violence and assault, which collectively makes up 75% of offenses addressed by this program. Of special note, 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:

☒ 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:

☒ 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]: 10/1/2022

Enter the End Date [mm/dd/yyyy]: 9/30/2023

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: 3126387

Enter the amount (in Whole Dollars \$) of State Grant Funds expended: 23554

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: 9/30/2020

Equal Employment Opportunity Plan

Compliance

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). 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:

Haley Brown, 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

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

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 Hunt: Job Description: provides case management, crisis support, follow up contact, personal advocacy, telephone contact, information, referrals, and volunteer coordination. Total Salary \$76,908.00.	\$76,908.00	\$0.00	\$0.00	\$0.00	\$76,908.00	65

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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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
Personnel	\$76,908.00	\$0.00	\$0.00	\$0.00	\$76,908.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$76,908.00	\$0.00	\$0.00	\$0.00	\$76,908.00

Condition Of Funding 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 7, 2022

Date submitted: 01/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution authorizing the Agreement for the Temporary Closure of State Right-of-Way with the Texas Department of Transportation for the temporary closure of FM 2351 for the Youth Sports Day Parade.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

City staff request approval for the temporary closure of the following segments of State right-of-way for the Youth Sports Parade to be held on Saturday, March 26th, 2022, from 9:00 a.m. to 9:45 a.m.:

- FM 518 (S. Friendswood Drive) between E. Shadowbend and FM 2351 and
- FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution for the Temporary Closure of State ROW for Youth Sports Day parade
2. Exhibit A - TxDOT Parade Closure Agreement
3. Traffic Control Plan and Map

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE YOUTH SPORTS DAY PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 and FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive for the purpose of the Youth Sports Day Parade; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 and FM 2351 for the public purpose of the Youth Sports Day Parade; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the Youth Sports Day Parade serves a public purpose.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the Youth Sports Day Parade. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

H:\City Council\Resolutions\2022\02-07-2022\Resolution for the Temporary Closure of State ROW for Youth Sports Day parade.docx

Exhibit "A"

Agreement No. _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Friendswood, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351, in Galveston, County; and

WHEREAS, the local government has requested the temporary closure of FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 & FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive for the purpose of Youth Sports Day Parade, from 9:00 a.m., Saturday, March 26, 2022 to 9:45 a.m., Saturday, March 26, 2022 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 7th day of February, 2022, the Friendswood City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Friendswood	Texas Department of Transportation
Morad Kabiri, City Manager	Eliza C. Paul, P.E.
910 S. Friendswood Drive	District Engineer
Friendswood, TX 77546	Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Temporary closure of the Following segments of State Right of Way for the Youth Sports Day Parade to be held on Saturday, March 26, 2022.

FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 & FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive from 9:00 a.m. to 9:45 a.m.

Exhibit B

See attached Resolution

Exhibit C

Agreement No. _____

See attached Traffic Control Plan and Map



City of Friendswood

Traffic Control Plan **"Friendswood Youth Sports Day Parade"** Saturday, March 26, 2022

Farm to Market Traffic Stopping Points

NOTE: As the parade approaches FM 2351, traffic will be stopped along FM 2351 to allow the parade to travel to Stadium Drive.

FM 518 (South Friendswood Drive)

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518. Traffic will be allowed to go east or west bound on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518. As the parade approaches the intersection, traffic will be stopped in all directions to let the parade pass. After the parade clears the intersection, traffic on FM 518 will be released to follow and westbound traffic be routed onto FM 518.

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down E. Shadowbend to Morningside to Heritage Drive to Pecan Drive to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to E. Shadowbend and FM 518.

Intersection of FM 2351 at Sunset Drive

When the parade begins, eastbound traffic will be routed down Sunset Drive to West Shadowbend Avenue to FM 518.

When the end of the parade turns onto Stadium Drive, traffic will be released at the intersection of FM 2351 and Sunset Drive.

Barricade and traffic cones will be used at intersections on FM 2351 and FM518 and secondary streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

Northbound Traffic on FM 518 at E. Shadowbend

Northbound traffic on FM 518 will be directed down E. Shadowbend. Traffic can turn north onto Morningside to FM 2351. Traffic can turn back northbound onto FM 518.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time. (9:00 am)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM

City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

Civic Engage email notification

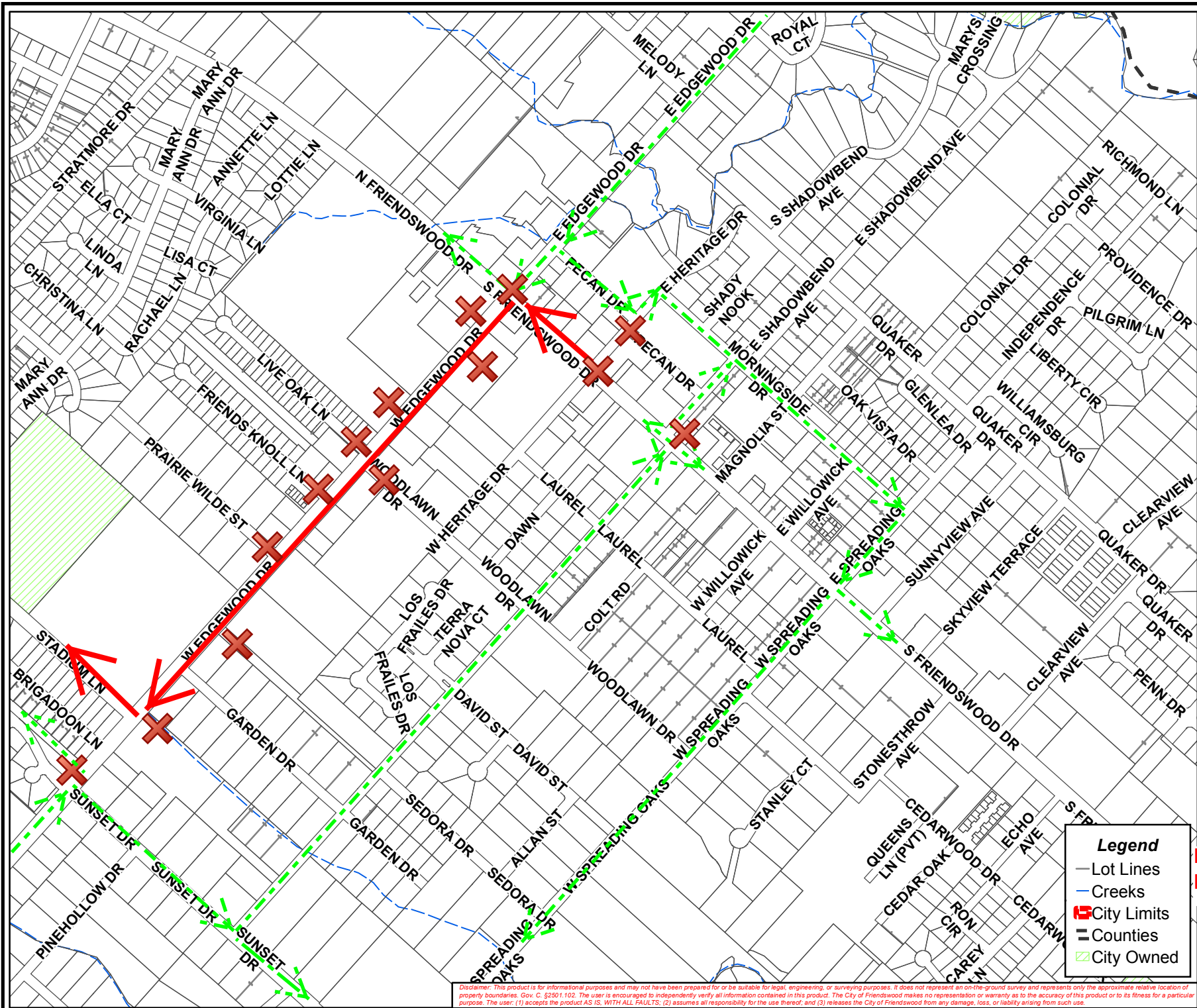
Other news media/Facebook/Twitter

Contact Persons

Capt. Dennis Senter, Police Patrol Commander 281-996-3321

Lt. James Price Parade Master 281-996-3371

24 Hour Dispatch 281-996-3300



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



1" = 764'



Parade
Route

Friendswood GIS Mapping



Detour
Route



Police Officer/
Barricade

Legend
 Lot Lines
 Creeks
 City Limits
 Counties
 City Owned

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

Traffic Control Plan **"Friendswood Youth Sports Day Parade"** Saturday, March 26, 2022

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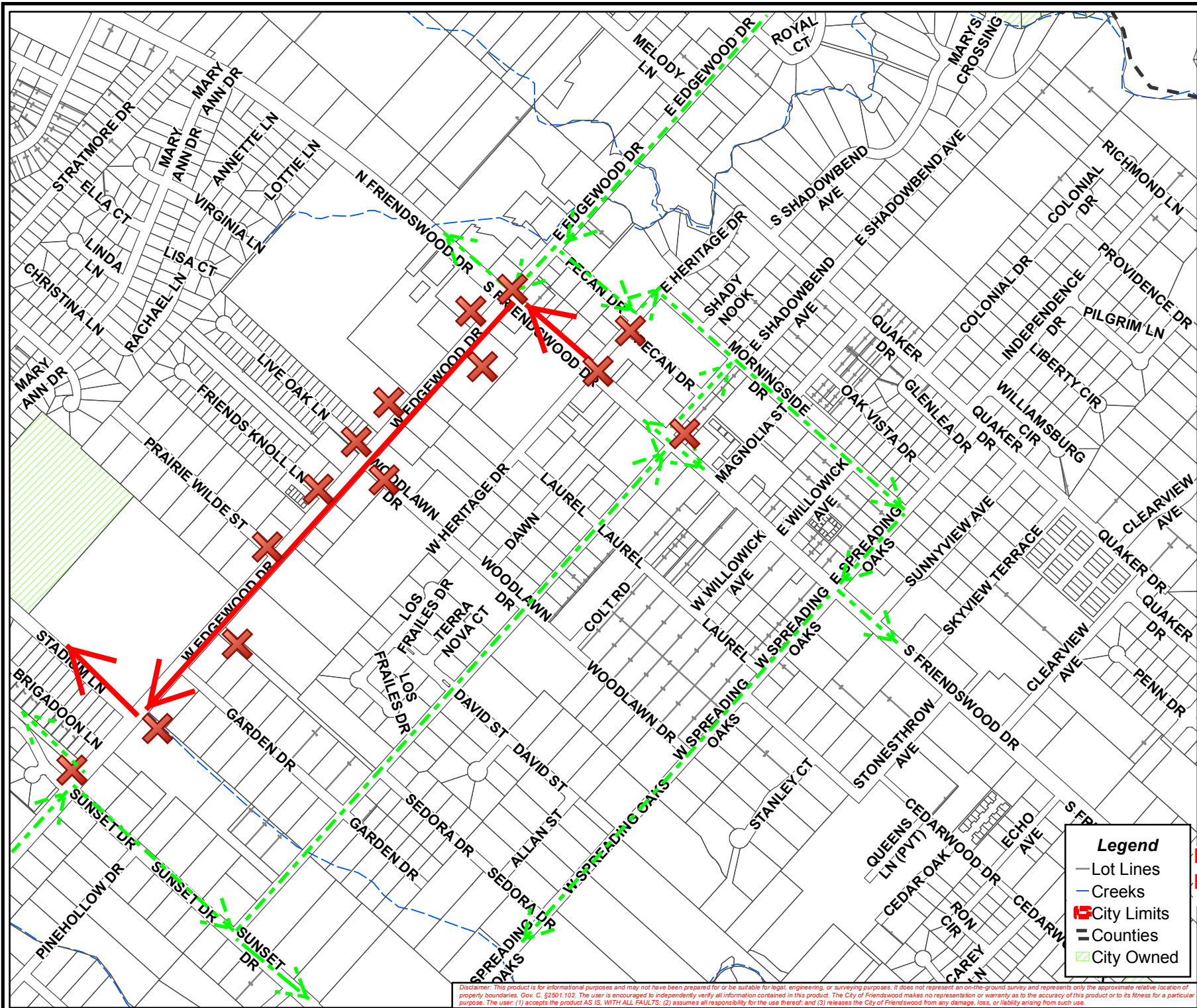
City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

Civic Engage email notification

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Contact Persons

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1" = 764'



Parade
Route

Friendswood GIS Mapping



Detour
Route



Police Officer/
Barricade

Legend
 Lot Lines
 Creeks
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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 7, 2022

Date submitted: 01/27/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing the City Manager to execute Subdivision Participation/Release Forms pursuant to the Texas Opioid Settlement Allocation Term Sheet.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On September 13, 2021, the City Council approved Resolution No.2021-20, which adopted the Texas Term Sheet in its entirety as well as the allocation methods for the distribution of proceeds from the Opioid Settlement. Such resolution also specifically authorized the Subdivision Participation forms for Janssen and Distributors. Since such time, the State of Texas has reached final agreements with additional companies to resolve legal claims for their role in the opioid crisis. As such, this resolution authorizes the City Manager to execute Subdivision Participation/Release Forms for the Endo/Par as well as additional companies which may enter into a settlement agreement with the State pursuant to the Texas Term Sheet.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Opioid Settlement Resolution
2. ENDO TX Subdivision Release Form
3. Texas Opioids -- ENDO TX Settlement Term Sheet

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION
PARTICIPATION/RELEASE FORMS PURSUANT TO THE TEXAS OPIOID
ABATEMENT FUND COUNCIL AND SETTLEMENT TERM SHEET; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 13, 2021, the City Council of the City of Friendswood passed Resolution No. 2021-30, which (i) adopted the Texas Term Sheet in its entirety, (ii) adopted the allocation method for opioid settlement proceeds as set forth in the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet, and (iii) authorized the Mayor to execute the Subdivision Participation Forms for Janssen and Distributors; and

WHEREAS, since such time, the State of Texas has reached final agreements with additional companies to resolve legal claims for their role in the opioid crisis; and

WHEREAS, the City Council desires to delegate to the City Manager the authority to execute Subdivision Participation/Release Forms consistent with the Texas Opioid Settlement Allocation Term Sheet; NOW THEREFORE,

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

Section 1. The City Council hereby authorizes the City Manager to execute additional Subdivision Participation/Release Forms consistent with the Texas Opioid Settlement Allocation Term Sheet approved by the City Council via Resolution No. 2021-20.

Section 2. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Exhibit A

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

ENDO/PAR TEXAS STATE-WIDE OPIOID SETTLEMENT AGREEMENT AND SETTLEMENT TERM SHEET

I. Overview

This Agreement sets forth the principal terms and conditions of a settlement agreement between and among the State of Texas (defined herein), all Texas Participating Subdivisions (defined herein), and Endo/Par (defined herein) (collectively, “the Parties”) to resolve opioid-related Claims against Endo/Par.

Endo/Par has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Endo/Par expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endo/Par. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves, among other things, Endo/Par’s portion of: investigations by the Attorney General of the State of Texas relating to opioids; *County of Dallas v. Purdue Pharma, L.P., et al.*, MDL Pretrial Cause No. 2018-77098 and *County of Bexar v. Purdue Pharma, L.P., et al.*, MDL Pretrial Cause No. 2018-77066, both bellwether cases in *In re: Texas Opioid Litigation*, MDL No. 18-0358 (Harris County, Texas); *County of Harris v. Purdue Pharma, L.P., et al.*, Case No. 1:18-op-45677-DAP (N.D. Ohio); *Tarrant County v. Purdue Pharma, L.P., et al.*, Case No. 1:18-op-45274-DAP (N.D. Ohio); and cases brought by Participating Subdivisions.

II. Definitions

- A. “Actions” means the investigations of Endo/Par undertaken by the Attorney General of Texas relating to opioids and opioid-related claims brought by Participating Subdivisions against Endo/Par, including but not limited to *County of Dallas v. Purdue Pharma, L.P., et al.*, MDL Pretrial Cause No. 2018-77098 and *County of Bexar v. Purdue Pharma, L.P., et al.*, MDL Pretrial Cause No. 2018-77066, both bellwether cases in *In re: Texas Opioid Litigation*, MDL No. 18-0358 (Harris County, Texas); *County of Harris v. Purdue Pharma, L.P., et al.*, Case No. 1:18-op-45677-DAP (N.D. Ohio); and *Tarrant County v. Purdue Pharma, L.P., et al.*, Case No. 1:18-op-45274-DAP (N.D. Ohio).
- B. “Agreement” means this term sheet together with the exhibits thereto.
- C. “Bar” means either (1) a ruling by the highest court of the State setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Amount) shall not constitute a Bar.

- D. “*Case-Specific Resolution*” means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) in the case of a Special District, a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Amount) shall not constitute a Case-Specific Resolution.
- E. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
- F. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the date of execution of this Agreement (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) arising from or relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or

otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.

- G. “*Consent Judgment*” means a consent decree, order, judgment, or similar action.
- H. Except with respect to the Consent Judgment, “*Court*” means the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas. With respect to the Consent Judgment, “*Court*” means the court to which the Consent Judgment is presented for approval and/or entry.
- I. “*Effective Date*” means the date of entry of a final Consent Judgment, which shall be filed or otherwise submitted by the Parties to the Court no later than 30 days after the Initial Participation Date if the conditions set forth in Section III.B.1 are met.
- J. “*Endo/Par*” means Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. (collectively, “*Endo/Par*” or “*Defendants*”).
- K. “*Finality*” means:
 - a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Endo/Par, including the release of all Released Claims against Released Entities as provided in this Agreement;
 - b. for all lawsuits brought by the State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and
 - c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- L. “*Initial Participation Date*” means the date by which Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be March 10, 2022.

- M. “*Later Litigating Special District*” means a Special District (or Special District official asserting the right of or for the Special District to recover for alleged harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the execution date of this Agreement. It may also include a Litigating Special District whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay or removal.
- N. “*Later Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Effective Date. It may also include a Litigating Subdivision whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Effective Date, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay or removal.
- O. “*Litigating Special District*” means a Special District (or Special District official) that brought any Released Claims against any Released Entities on or before the execution date of this Agreement that were not separately resolved prior to that date. Exhibit E includes Litigating Special Districts identified by the Parties as of the execution date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for “Litigating Special District” are subsequently identified.
- P. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claims against any Released Entities on or before the execution date that were not separately resolved prior to that date. Exhibit E includes Litigating Subdivisions identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for “Litigating Subdivision” are subsequently identified.
- Q. “*Non-Litigating Special District*” means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.
- R. “*Non-Litigating Subdivision*” means a Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.
- S. “*Non-Participating Subdivision*” means a Subdivision or Special District that is not a Participating Subdivision.
- T. “*Participating Subdivision*” means a Subdivision or Special District that signs the Election and Release Form annexed as Exhibit A and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. Outside Counsel for Dallas, Bexar, Harris and Tarrant Counties shall execute the Election and Release Form annexed as

Exhibit A concurrently with their execution of this Agreement, subject to approval by the Commissioner's Court by the Initial Participation Date, and shall be Participating Subdivisions.

- U. *"Product"* means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "Product" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. "Product" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.
- V. *"Qualified Settlement Fund"* means the Texas Qualified Settlement Fund contemplated by this Agreement, into which all payments by Endo/Par shall be made and which shall be established under the authority and jurisdiction of the Court.
- W. *"Qualified Settlement Fund Administrator"* means the Administrator appointed to administer the Texas Qualified Settlement Fund under the authority and jurisdiction of the Court.
- X. *"Released Claims"* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State, any of its Subdivisions or Special Districts, or any Releasor (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by individuals for damages for any alleged personal injuries arising out of their own use of any opioid product. It is the intent of the Parties that such Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating

Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

- Y. “*Released Entities*” means (i) Endo/Par, (ii) all of their respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, and insurers (in their capacity as such), and (iii) all of the foregoing respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys, and insurers of the foregoing entities and persons referenced in clauses (i) and (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.
- Z. “*Releasors*” means (1) the State of Texas; (2) each Participating Subdivision, including Dallas, Bexar, Harris and Tarrant Counties; and (3) without limitation and to the maximum extent of the power of the State of Texas’s Attorney General, and/or each Participating Subdivision to release Claims, (a) the State of Texas’s and/or Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts, and other Special Districts in the State, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Texas or Subdivisions in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide an Election and Release Form providing for a release to the fullest extent of the Participating Subdivision’s authority, which shall be attached as an exhibit to the Agreement. The State of Texas’s Attorney General represents that he or she has or has obtained the authority set forth in the Representation and Warranty Section.
- AA. “*Settlement Amount*” means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Endo/Par and all Released Entities as specified in Section III.A.1 below. Except as provided in Section X and Section XII.D below, neither Endo/Par nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A.1 below. Endo/Par has no responsibility for any allocation of the Settlement Amount as set forth in this Agreement.
- BB. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Subdivisions and Special Districts in the State that (1) conforms with the State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating

Subdivisions in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Endo/Par other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.

- CC. “*Special District*” means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated functions, such as school districts, fire districts, healthcare & hospital districts, and emergency services districts. Special Districts do not include sub-entities of the State that provide general governance for a defined area that would qualify as a Subdivision. A list of Texas Special Districts will be agreed to by the Parties.
- DD. “*State*” means the State of Texas, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.
- EE. “*Subdivision(s)*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and other functional levels of sub-entities of the State that provide general governance for a defined area. Historic, non-functioning sub-entities of the State are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. A list of Texas Subdivisions will be agreed to by the Parties.

III. Monetary Relief and Payments

A. Remediation and Restitution Payments

1. On or before December 30, 2021, and provided that (a) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (b) Endo/Par have received a W-9 and wire instructions for the Qualified Settlement Fund, Endo Pharmaceuticals Inc. (“EPI”) shall pay into the Texas Qualified Settlement Fund the sum of \$63,000,000.00. Release of these funds from the Qualified Settlement Fund is contingent upon the satisfaction of the conditions described in Section III.B below. If the conditions described in Section III.B.1

below are not satisfied, the amount paid under this Section shall revert forthwith to EPI.

2. The Settlement Amount shall be allocated in accordance with the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet annexed hereto as Exhibit B and incorporated herein by reference (the “*Texas Intrastate Term Sheet*”). Accordingly, the Subdivision Share shall be \$8,373,408.75; the Texas Opioid Abatement Fund Share shall be \$39,075,907.50; the State Share shall be \$8,373,408.75; and \$7,177,275 shall be allocated to the attorney’s fee sub-fund within the Texas Qualified Settlement Fund pursuant to Section IX.

B. Release of Payment for Full Joinder of Litigating Subdivisions and Special Districts and Support of Legislative Bar

1. If the Texas Attorney General notifies Endo/Par on or before February 2, 2022, that (1) Litigating Subdivisions and Litigating Special Districts representing at least 96% of the population of Litigating Subdivisions have become Participating Subdivisions or had their claims released consistent with Section VII, and (2) all such Participating Subdivisions support the legislative enactment of a Bar as defined in Section II.C.2 and are using their best efforts to achieve enactment as soon as is practicable and will continue to employ such best efforts until such legislation is enacted, the Settlement Amount, less amounts withheld pursuant to Section IX below, shall be disbursed as provided in this Agreement on February 3, 2022. The amounts withheld pursuant to Section IX below shall be disbursed in accordance with Section IX. The State and counsel for Dallas, Bexar, Harris and Tarrant Counties acknowledge the materiality of their becoming Participating Subdivisions, release of claims consistent with Section VII, and their meaningful support for legislative enactment of a Bar to qualify for an accelerated payment under this subsection.

IV. Intra-State Allocation

- A. The Settlement Amount shall be allocated according to this Agreement and the Texas Intrastate Term Sheet, and according to Texas law, including the guidelines established in Tex. Gov’t Code Ann. Chapter 403, Subchapter R, Statewide Opioid Settlement.

V. Injunctive Relief

- A. The State and Endo/Par agree to the injunctive relief as specified in Exhibit C.

VI. Dismissal of Claims

- A. Upon the execution of this Agreement, while awaiting formal approval of the Agreement by the Commissioners Courts of Dallas, Bexar, Harris and Tarrant Counties, the Parties agree to stay or extend all deadlines and proceedings in the Actions as to Endo/Par and to jointly move for the claims against Endo/Par to be severed from the Actions. It is the Parties’ intent that all litigation activities in the Actions relating to the Claims against Endo/Par shall immediately cease as of the date of the execution of this Agreement and

that the Claims against Endo/Par not be included in any the trial of the Actions against the other defendants. Concurrently with the execution of this Agreement, the State of Texas and Dallas, Bexar, Harris and Tarrant Counties will execute an Agreed Motion to Dismiss with Prejudice, in the form annexed hereto as Exhibit D. The Parties will hold Dallas, Bexar, Harris and Tarrant Counties' Agreed Motion to Dismiss with Prejudice in escrow until the Counties' Commissioners Courts approve the Agreement or a resolution is passed satisfying the approval process of the Agreement and notice is given to Endo/Par in accordance with Section III.B.1. Dallas, Bexar, Harris and Tarrant Counties and Endo/Par shall promptly submit the executed Agreed Motion to Dismiss with Prejudice to the courts in which their actions are pending with a request that it be so ordered. In the event that Dallas, Bexar, Harris and/or Tarrant Counties' Commissioners Courts fail to approve the Agreement or the courts in which those Counties' Actions are pending decline to so-order the discontinuance of such Actions with prejudice as against Endo/Par, Endo/Par shall be entitled to terminate the Agreement and shall be excused from all obligations under it. Concurrently with the execution of this Agreement, Endo/Par and the State will execute a separate Agreed Motion to Dismiss with Prejudice covering the State's claims against Endo/Par. The State's Agreed Motion to Dismiss with Prejudice will be held in escrow until the Effective Date and shall be submitted to the Court with a request that it be so ordered concurrently with the entry of the Consent Judgment implementing this Agreement.

VII. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasers' Released Claims. The State of Texas (for itself and its Releasers), Dallas, Bexar, Harris and Tarrant Counties (each for itself and its Releasers), and each Participating Subdivision (for itself and its Releasers) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State of Texas, its Attorney General, and each Releaser to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*
 - 1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related

to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

- c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. The Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
 - e. The provisions of this subsection VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Endo/Par in subsection VII.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VII.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VII.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Endo/Par shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Endo/Par:

- a. Endo/Par shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later;
- b. Endo/Par and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts which will already have been paid by Endo/Par under this Settlement Agreement).
- c. That Releasor and Endo/Par shall take steps sufficient and permissible under Texas law to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts which will already have been paid by Endo/Par under this Settlement Agreement). Such steps may include, where permissible:
 - i. Filing of motions to dismiss or such other appropriate motion by Endo/Par or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - ii. Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - iii. Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - iv. Return of monies paid by Endo/Par to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - v. Payment of monies to Endo/Par by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - vi. Credit to Endo/Par under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
 - vii. Such other actions as that Releasor and Endo/Par may devise to hold Endo/Par harmless from the Claim-Over.

- d. The actions of that Releasor and Endo/Par taken pursuant to paragraph (c) must, in combination, ensure Endo/Par is not required to pay more with respect to Covered Conduct than the amounts owed by Endo/Par under this Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), such dispute may be heard by the Court. The Court shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Court's actions do not result in Released Entities being held fully harmless, Endo/Par shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Endo/Par harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Endo/Par may have.

C. *General Release.* In connection with the releases provided for in the Agreement, the State of Texas (for itself and its Releasors), Dallas, Bexar, Harris and Tarrant Counties (each for itself and its Releasors), and each Participating Subdivision (for itself and its Releasors) will expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors), Dallas, Bexar, Harris and Tarrant Counties (each for itself and its Releasors), and each Participating Subdivision (for itself and its Releasors) will expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

D. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims. The State shall use its best efforts to secure releases consistent with this Section from all Litigating or Later Litigating Subdivisions and Special Districts.

- E. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty*. The signatories of this Agreement on behalf of the State of Texas and its Participating Subdivisions expressly represent and warrant that they will, on or before the Effective Date, have (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) the State of Texas, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, (3) any of the State of Texas's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness*. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasers. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Qualified Settlement Fund or any portion thereof.
- H. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of any opioid product and any claims arising under the Agreement for enforcement of the Agreement.

VIII. Participation by Subdivisions

- A. *Requirements for Becoming a Participating Subdivision: Litigating or Later Litigating Subdivisions or Litigating or Later Litigating Special Districts*. A Litigating or Later Litigating Subdivision or Litigating or Later Litigating Special District in the State may become a Participating Subdivision either by executing an Election and Release Form and upon prompt dismissal of its legal action or by having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice*. The State's Office of the Attorney General shall send notice to all Non-Litigating Subdivisions in the State of Texas eligible to participate in the settlement and the

requirements for participation. Such notice may include publication, email, and other standard forms of notification.

- C. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions and Non-Litigating Special Districts.* A Non-Litigating Subdivision or a Non-Litigating Special District may become a Participating Subdivision either by executing an Election and Release Form specifying (1) that the Subdivision or Special District agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision or Special District releases all Released Claims against all Released Entities, and (3) that the Subdivision or Special District submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement or by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.
- D. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any payments paid to the Texas Qualified Settlement Fund and the State may choose that its Non-Participating Subdivisions are ineligible for benefits from the fund.
- E. *Representation With Respect to Participation Rate.* The State of Texas represents and warrants for itself that it has a good faith belief that virtually all of Texas's Litigating Subdivisions and Litigating Special Districts will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty. Counsel for Dallas, Bexar, Harris and Tarrant Counties, in good faith, believe this is a fair Settlement. Therefore, counsel for Dallas, Bexar, Harris and Tarrant Counties will, in their best efforts, recommend this Settlement to their Subdivision clients within Texas. Further, the State of Texas and counsel for Dallas, Bexar, Harris and Tarrant Counties will use their best efforts to secure participation by all Subdivisions within Texas.
- F. Within 5 days of entry of the Notice of Dismissal per subsection VI, the Parties will seek to have entered the Case Management Order annexed hereto as Exhibit F. And, further, Endo/Par will participate in making motions to dismiss barred claims upon their release.

IX. Attorney Fee and Cost Payments

- A. The terms for attorney fee and cost payments to be allocated from the Settlement Amount are as follows:
 - 1. \$5,917,275.00, representing 9.3925% of the Settlement Amount, shall be allocated to the attorney fee sub-fund within the Texas Qualified Settlement Fund, to be available to reimburse Participating Subdivision attorney fees, upon application by eligible counsel who waive their contingency fees.
 - a. These fees shall be divided amongst Participating Subdivisions, including Dallas, Bexar, Harris and Tarrant Counties, as provided in the Texas Intrastate Term Sheet. Nothing in Section IX.A.1 is intended to limit the application of Sections C.5 and C.6 of the Texas Intrastate Term Sheet.

2. \$1,260,000.00 shall be set aside within the Qualified Settlement Fund as the State's allocation for attorney's fees.
 3. The Qualified Settlement Fund Administrator shall withhold expenses, to be available to compensate Attorneys for Participating Subdivisions for costs and expenses arising out of representation of Participating Subdivisions related to their litigation against Endo/Par. The costs and expenses shall be divided under the jurisdiction of the Court. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions, Non-Litigating Subdivisions or Non-Litigating Special Districts or costs and expenses arising out of representation of any such Subdivision or Special District.
 4. In addition to the compensation contemplated in the foregoing paragraph, the Qualified Settlement Fund Administrator shall allow reimbursement for reasonable costs and expenses as allowed by the Texas Intrastate Term Sheet from the Subdivision Share and Texas Abatement Fund Share, as provided in the Texas Intrastate Term Sheet, to be available to reimburse Participating Subdivision attorney costs and expenses upon application by eligible counsel who waive their contingency fees. These costs and expenses shall be divided under the jurisdiction and authority of the Court, amongst Participating Subdivisions, including Dallas, Bexar, Harris and Tarrant Counties, as provided in the Texas Intrastate Term Sheet. Any excess costs or expenses not allocated to reimburse Participating Subdivision attorney's costs and expenses pursuant to this Agreement under Exhibit B shall be replaced into to the Subdivision Share and Abatement Share Funds by the Qualified Settlement Fund Administrator.
 5. Nothing in this agreement is intended to limit the application of the Texas Intrastate Term Sheet, which includes the calculation and process for allocation of fees and costs for Texas Political Subdivisions.
 6. For the avoidance of doubt, nothing in this Section IX shall require any payment by Endo/Par beyond the Settlement Amount.
- B. An attorney may not receive any reimbursement of fees, costs, or expenses unless the following eligibility criteria are met and annually certified by the Attorney:
1. The attorney must expressly waive the enforcement against the Litigating Subdivision client of all Claims for fees, costs or expenses arising out of or related to any or all representations of any Participating Subdivision prior to applying for attorneys' fees in connection with this Agreement. All applications for attorneys' fees or costs in connection with this Agreement shall include an affirmation by the attorney of such waiver and notice to the client(s) of such waiver. For the avoidance of doubt, no attorney may recover fees or costs in connection with this Agreement unless the attorney expressly agrees not to seek fees, costs or expenses from each and every Participating Subdivision represented by that attorney.
 2. The attorney must represent that s/he has no present intent to represent or participate

in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.

3. The attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities.
4. The attorney may not have and must represent that s/he does not have a Claim for fees, costs or expenses related to a Later Litigating Subdivision.

X. Bankruptcy

- A. Bankruptcy. Nothing in this agreement shall preclude the State or any Participating Subdivision from receiving a distribution from a potential bankruptcy of Endo/Par to the extent that the State or Participating Subdivision has a right to receive a payment or distribution in accordance with this Agreement. Subject to the terms of this Agreement (including all releases, covenants and payment terms contained herein), all of the State's and the Participating Subdivisions' rights with respect to any bankruptcy case of Endo/Par are specifically reserved by the State and the Participating Subdivisions. If for any reason, the State or any Participating Subdivision must remit any portion of the Settlement Amount to a bankruptcy court or other party as a result of the commencement of a case with respect to Endo/Par under Title 11 of the United States Code (the "Bankruptcy Code") then Endo International plc shall make such payment to Plaintiffs as soon as reasonably practicable.

XI. Enforcement and Dispute Resolution

- A. The terms of the Agreement are enforceable by the Participating Subdivisions before the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation, MDL No. 18-0358*, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas, and by the State for the Consent Judgment in the court where the Consent Judgment is filed. Endo consents to the jurisdiction of the Texas MDL Court, and to the court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection X1.C.
- B. The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this section to resolve the dispute.
- C. Disputes not resolved informally shall be resolved in the Court that entered the Consent Judgment for disputes with the Attorney General, or the Texas MDL Court for disputes with Participating Subdivisions. Texas law will apply.

XII. Miscellaneous

- A. Taxes. Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the provision of the Settlement Amount by Endo/Par (other than amounts directed to attorneys' fees and costs) constitutes restitution for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that, other than the amounts directed to attorneys' fees

and costs, no other portion of the Settlement Amount represents reimbursement to the State, any Participating Subdivision or other person or entity for the costs of any investigation or litigation, and no portion of the Settlement Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Subdivisions acknowledge, agree and understand that Endo/Par intends to allocate the cost of the Settlement Amount among the Released Entities using a reasonable basis. If reasonably requested by Endo/Par, the State and every Participating Subdivision shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Settlement Amount (other than amounts directed to attorney fees and costs) as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Endo/Par. Endo/Par makes no warranty or representation to the State or any Participating Subdivision as to the tax consequences of the Settlement Payment or any portion thereof.

- B. Nothing in this Agreement shall be construed to authorize or require any action by Endo/Par in violation of applicable federal, state, or other laws.
- C. *Future Litigation Contracts.* The State of Texas, by and through its Attorney General, represents that, to the extent permissible by law, it will not approve any future Subdivision or Special District outside counsel contracts for litigation arising out of or related to Covered Conduct against Endo/Par.
- D. *Most Favored Nations.* If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims against Endo/Par brought by states, counties, and municipalities (a “Global Resolution”) under which, but for this Agreement, the Texas allocation would be greater than the Settlement Amount on a net present value basis, Endo/Par shall pay the difference between the Settlement Amount and the amount that would have been allocated to Texas under the terms and in accordance with any such Global Resolution.
- E. *Modification.* This Agreement may be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Endo/Par may contact the Texas Attorney General and Counsel for Dallas, Bexar, Harris and Tarrant Counties for purposes of coordinating this process. Modifications must be in writing to be enforceable.
- F. Any failure by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.
- G. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto, except as provided herein. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

- H. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- I. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

Defendant:

Matthew J. Maletta
Executive Vice President and Chief Legal Officer
Endo
1400 Atwater Drive
Malvern, PA 19355
maletta.matthew@endo.com

Copy to Endo/Par's attorneys at:

Henninger S. Bullock
Mayer Brown LLP
1221 Avenue of the Americas
New York, NY 10020
hbullock@mayerbrown.com

Geoffrey M. Wyatt
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue
Washington, DC 20005
geoffrey.wyatt@skadden.com

For the Attorney General:

Stephanie Eberhardt
Assistant Attorney General
Office of the Attorney General
PO Box 12548
Austin, Texas 78711-2548
stephanie.eberhardt@oag.texas.gov

For Dallas County:

Jeffrey B. Simon
Simon Greenstone Panatier, P.C.
1201 Elm Street, Suite 3400
Dallas, Texas 75270
Phone: (214) 276-7680
jsimon@sgptrial.com

For Bexar County:

Mikal C. Watts
Watts Guerra LLC
4 Dominion Dr.,
Bldg 3, Suite 100
San Antonio, Texas 78257
Phone: (210) 447-0500
mcw@wattsguerra.com

For Harris County:

Dan Downey
1609 Shoal Creek Blvd., #100
Austin, TX 78701
dan@dandowney.com

For Tarrant County:

Dara Hegar
The Lanier Law Firm P.C.
10940 West Sam Houston Pkwy N., Suite 100
Houston, Texas 77064
Phone: (713) 659-5200
Dara.Hegar@LanierLawFirm.com

Approved:

Date: 12/22/21

ENDO HEALTH SOLUTIONS INC.

By: 
Name: **Blaise Coleman**
Title: **President and CEO**

Date: 12/22/21

ENDO PHARMACEUTICALS INC.

By: 
Name: **Blaise Coleman**
Title: **President and CEO**

Date: 12/22/21

ENDO INTERNATIONAL PLC

By: 
Name: Blaise Coleman
Title: President and CEO

Date: 12/22/21

PAR PHARMACEUTICAL, INC.

By: 
Name: Blaise Coleman
Title: President and CEO

Date: 12/22/21

PAR PHARMACEUTICAL COMPANIES, INC.

By: 
Name: Blaise Coleman
Title: President and CEO

Date: 12/22/21

THE STATE OF TEXAS

By: 
Name: Brent Webster
Title: First Assistant Attorney General
Office of the Texas Attorney General

Date: 12/22/21

THE COUNTY OF DALLAS, TEXAS

By: 
Name: Jeffrey Simon
Title: Shareholder

Attorneys for the County of Dallas, Texas

Date: 12/22/21

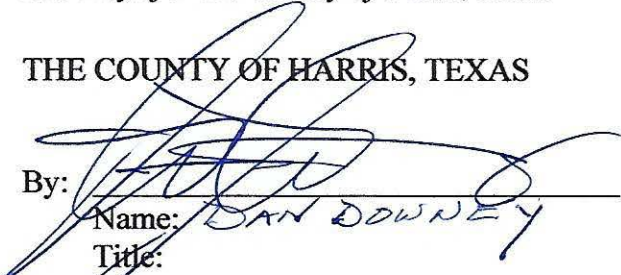
THE COUNTY OF BEXAR, TEXAS

By: 
Name: Mikal Watts
Title: Capital Partner

Date: 12/22/21

Attorneys for the County of Bexar, Texas

THE COUNTY OF HARRIS, TEXAS

By: 

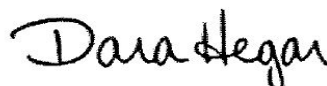
Name: DAN DOWNEY

Title:

Attorneys for the County of Harris, Texas

Date: 12/22/21

THE COUNTY OF TARRANT, TEXAS

By: 

Name: Dara Hegar

Title: Managing Attorney

Attorneys for the County of Tarrant, Texas

Exhibit A

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

[TX SUBDIVISION OR SPECIAL DISTRICT]

By: _____

[COUNSEL]

[FIRM]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

Counsel for [TX SUBDIVISION OR SPECIAL DISTRICT]

Exhibit B

TEXAS OPIOID SETTLEMENT SHARING AGREEMENT

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

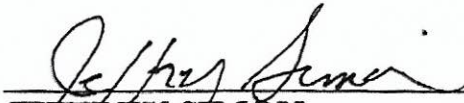


KENNETH PAXTON, JR.
ATTORNEY GENERAL

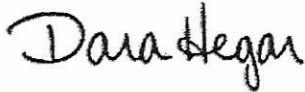
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



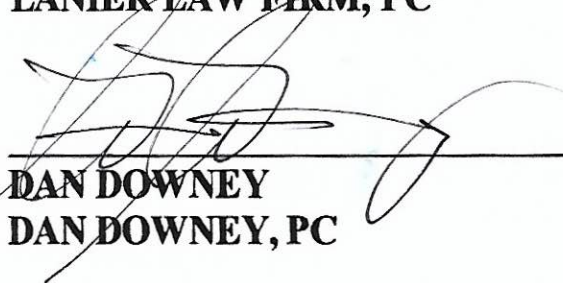
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

APPENDIX A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expand availability of treatment for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) issues, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH issues, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Recruiting MAT Providers and Training;
 - c. Abstinence-based treatment;
 - d. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers; or
 - e. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH issues;
 - f. Recovery high schools
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH issues, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. “Support the establishment of the hub-and-spoke model of OUD treatment in all counties where possible, and across county lines where necessary.”
5. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed, promising, or emerging practices such as adequate methadone dosing.
6. Support mobile intervention, treatment, and recovery services, offered by qualified professionals, for persons with OUD and any co-occurring SUD/MH issues or persons who have experienced an opioid overdose.

7. Treatment of mental health trauma issues resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such mental health trauma.
8. Support detoxification (detox) services for persons with OUD and any co-occurring SUD/MH issues, including medical detox, referral to treatment, or connections to other services or supports.
9. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists.
10. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH issues.
11. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
12. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH issues, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
13. Provide training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.
16. Support State or local learning collaboratives so that physicians involved in the care and treatment of those with OUD are kept abreast of the latest developments in evidence-based treatment.
17. Support State or local drop-in centers where those with OUD may go to seek assistance with recovery when they are ready to begin the process.

18. Support creation of teams in hospitals and emergency rooms to work with those with OUD and direct them to appropriate facilities for evidence-based treatment of OUD, including MAT.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH issues.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH issues, including supportive housing, housing assistance programs, or training for housing providers.
4. Provide community support services to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH issues
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH issues.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH issues.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH issues.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, the faith community, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs and appropriate training for all health care providers to identify those with potential problems in order to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH issues, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH issues or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH issues or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH issues or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH issues.
16. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS AND RURAL COUNTY UNATTENDED DEATHS

1. Address the needs of persons with OUD and any co-occurring SUD/MH issues who are involved or are at risk of becoming involved in the criminal justice system.
2. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Implementing or supporting pilot programs for the voluntary testing of individuals who enter local (city or county) criminal justice facilities, and for those identified with OUD, offer induction of evidence-based treatment, including MAT.
5. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated in jail or prison.
7. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
8. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
9. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH issues to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section;
10. Provide training to Justices of the Peace on unattended deaths involving drug use and reimbursement of transfer to and costs or expenses of a Medical Examiner to enhance better death understanding, statistics and recording on overdose involved deaths.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

1. Support evidence-informed, promising, or emerging treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH issues.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs and training for all health care providers to identify women with potential opioid

use disorder so that they might be given the option of referral to a proper treatment program.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH issues.
4. Other measures to address Neonatal Abstinence Syndrome, including prevention, education, and treatment of OUD and any co-occurring SUD/MH issues.
5. Provide training to health care providers that work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family support for parenting women with OUD and any co-occurring SUD/MH issues.
7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH issues.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH issues, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.
11. Provision of education and psychosocial support services to children born with Neonatal Abstinence Syndrome.
12. Support family and baby reunification in recovery housing.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

1. Training and continuing education of health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery
8. Educate Dispensers on appropriate opioid dispensing.
9. Develop and train physicians on algorithm for proper evidence-based pain management.

10. Fund State or local hotline so health care providers with questions regarding proper pain management or opioid prescribing can call and have an expert answer their questions.
11. Support for health information systems consistent with State regulations.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising or affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith community as a system to support prevention.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
10. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.
11. Support local law enforcement task forces aimed at disrupting and eliminating the manufacturers and distributors of illegal opioids.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone and training to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH issues.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH issues.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government and not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH issues, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

K. TRAINING

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH issues, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.);
3. Medical Provider education;
4. Media Campaigns

L. RESEARCH

1. Support opioid abatement research, including but not limited to:
 - a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
 - b. Research non-opioid treatment of chronic pain.
 - c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
 - d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
 - e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
 - f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
 - g. Research on expanded modalities such as prescription methadone that can expand access to MAT;
 - h. Research on the effectiveness of Recovery High Schools and other educational interventions;
 - i. Research to track abatement progress in urban and rural areas.

M. MISCELLANEOUS

1. It is the intent of the Parties to the Texas Term Sheet in adopting the Abatement Strategies herein that the Council be guided by the allocation methodology in Exhibit C to the Texas Term Sheet in approving Regional strategies and that the Council consider the proportional share of the individual members in each Region when allocating the funds for approved abatement strategies within each Region.
2. It is the intent of the Parties to the Texas Term Sheet in adopting the Abatement Strategies herein that the Opioid Council have the flexibility to add, change or alter the Abatement Strategies herein as necessary to fulfill the intent that opioid abatement strategies best meet the needs of the Regions, subdivisions and intent of this document.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

Exhibit C

Injunctive Relief

I. Definitions Specific to this Exhibit

- A. “Cancer-Related Pain Care” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
- B. “End-of-Life Care” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
- C. “Endo” shall mean Endo Pharmaceuticals Inc. (“EPI”), Par Pharmaceutical, Inc. (“PPI”) and all of their parents, subsidiaries, predecessors, successors, joint ventures, divisions, assigns, officers, directors, agents, partners, principals, current employees, and affiliates acting on behalf of EPI or PPI in the United States.
- D. “Downstream Customer Data” shall mean transaction information that Endo collects relating to its direct customers’ sales to downstream customers, including chargeback data tied to Endo providing certain discounts, “867 data” and IQVIA data.
- E. “Health Care Provider” shall mean any U.S.-based physician or other health care practitioner who is licensed to provide health care services and/or prescribe pharmaceutical products and any medical facility, practice, hospital, clinic or pharmacy.
- F. “Including but not limited to”, when followed by a list or examples, shall mean that list or examples are illustrative instances only and shall not be read to be restrictive.
- G. “In-Kind Support” shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.
- H. “Lobby” and “Lobbying” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied in that particular state or locality. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
- I. “Opioid(s)” shall mean all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.

- J. “Opioid Product(s)” shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (“FDA”) and listed by the Drug Enforcement Administration (“DEA”) as Schedule II, III, or IV pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone, buprenorphine, or other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.
- K. “OUD” shall mean opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)*, as updated or amended.
- L. “Promote,” “Promoting,” “Promotion,” and “Promotional” shall mean dissemination of information or other practices intended or reasonably anticipated to increase sales or prescriptions, or that attempts to influence prescribing practices of Health Care Providers in the United States.
- M. “Qualified Researcher” shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.
- N. “Suspicious Order” shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous Texas state laws and regulations.
- O. “Third Party” shall mean any person or entity other than Endo or a government entity.
- P. “Treatment of Pain” shall mean the provision of therapeutic modalities to alleviate or reduce pain.
- Q. “Unbranded Information” shall mean any information that does not identify a specific branded or generic product(s).

II. Injunctive Relief

A. General Provisions

1. Endo shall not make any written or oral statement about Opioids or any Opioid Product that is false, misleading, and/or deceptive as defined under the law of Texas.
2. Endo shall not represent that Opioids or any Opioid Products have approvals, characteristics, uses, benefits, or qualities that they do not have.

B. Ban on Promotion

1. Endo shall not engage in Promotion of Opioids or Opioid Products, including but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers, patients, or persons involved in determining the Opioid Products included in formularies;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; or
 - g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.
2. Notwithstanding subsection II.B.1 directly above, Endo may:
 - a. Maintain a corporate website;
 - b. Maintain a website that contains principally the following content for any Opioid Product: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

- c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in the state where the information is provided;
- d. Provide the following by mail, electronic mail, on or through Endo's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in the state where the information is provided;
- e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011), as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009), as updated or amended by the FDA;
- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
- g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
- h. Provide information relating solely to the pricing of any Opioid Product;
- i. Provide information, through a product catalog or similar means, related to an Opioid or Opioid Product, including, without limitation, pricing information, weight, color, shape, packaging size, type, reference listed drug, National Drug Code ("NDC") label, and

such other descriptive information (including information set forth in a standard Healthcare Distribution Alliance Form or technical data sheet and the FDA approval letter) sufficient to identify the products available, to place an order for a product, and to allow the product to be loaded into a customer's inventory and ordering system or Third Party pricing compendia;

- j. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy ("REMS") program or other federal or state law or regulation applicable in the state where the program is provided through an independent Third Party, which shall be responsible for the continuing medical education program's content without the participation of Endo;
 - k. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Endo as the source of the information; and
 - l. Provide rebates, discounts, and other customary pricing adjustments to DEA-registered customers and contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers, except as prohibited by Section II.G.
3. Endo shall not engage in the following specific Promotional activity relating to any products indicated for the treatment of Opioid-induced side effects (for the avoidance of doubt, "Opioid-induced side effects" does not include addiction to Opioids or Opioid Products):
- a. Employing or contracting with sales representatives or other persons to Promote products indicated for the treatment of Opioid-induced side effects to Health Care Providers or patients;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote products indicated for the treatment of Opioid-induced side effects;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote products indicated for the treatment of Opioid-induced side effects; or
 - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote products indicated for the treatment of Opioid-induced side effects, including but not

limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.

4. Notwithstanding subsection II.B.3 directly above, Endo may Promote products for the treatment of Opioid-induced side effects (i) so long as such Promotion does not associate the product with Opioids or Opioid Products, or (ii) where such Promotion concerns a product's indication to reverse overdoses and/or treat Opioid addiction. Nothing herein shall prevent Endo from linking to the FDA label associated with a product.
5. Treatment of Pain
 - a. Endo shall not, either through Endo or through Third Parties, engage in Promotion of the Treatment of Pain in a manner that encourages the utilization of Opioids or Opioid Products.
 - b. Endo shall not, either through Endo or through Third Parties, Promote the concept that pain is undertreated in a manner that encourages the utilization of Opioids or Opioid Products.
 - c. Endo shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or otherwise Promotes Opioids or Opioid Products.
6. Notwithstanding subsection II.B.5 directly above, Endo may Promote or provide educational information about the Treatment of Pain with non-Opioid products or therapies, including Promoting or providing educational information about such non-Opioid products or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.

C. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Endo shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. For the avoidance of doubt, this provision shall not prohibit financial incentives (e.g., customary raises or bonuses) based on the performance of the overall company or business segment, as measured by EBITDA, revenue, cash flow, or other similar financial metrics.
2. Endo shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to or from any person in return for the prescribing, sale, or use of an Opioid Product. For the avoidance of doubt, this provision shall not prohibit rebates or chargebacks to the extent permitted by other sections of this Consent Judgment.

3. Endo's compensation policies and procedures shall ensure compliance with this Consent Judgment.

D. Ban on Funding/Grants to Third Parties

1. Endo shall not, directly or indirectly, provide financial support or In-Kind Support to any Third Party for Promotion of or education about Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4 and 6). For the avoidance of doubt, this provision does not prohibit support expressly allowed by this Consent Judgment or required by a federal or state agency.
2. Endo shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids or Opioid Products.
3. Endo shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4 and 6).
4. Endo shall not use, assist, or employ any Third Party to engage in any activity that Endo itself would be prohibited from engaging in pursuant to this Consent Judgment.
5. Endo shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or reasonably foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.
6. Endo shall not compensate or provide In-Kind Support to Health Care Providers (other than Endo employees) or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers. Nothing in this provision, however, prohibits Endo from using independent contractors who operate under the direction of Endo to provide information to a payor, formulary committee, or other similar entity as permitted in subsection II.B.2 provided that any such persons are bound by the terms of this Consent Judgment. Nor does this provision prohibit the payment of customary rebates or other pricing concessions to third-party payers, including state Medicaid programs, as part of an overall pricing agreement.

7. No officer or management-level employee of Endo may concurrently serve as a director, board member, employee, agent, or officer of any entity other than Endo International plc or a direct or indirect wholly-owned subsidiary thereof, that primarily engages in conduct that Promotes Opioids, Opioid Products, or products indicated for the treatment of Opioid-related side effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Endo from concurrently serving on the board of a hospital.
8. Endo shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects. For the avoidance of doubt, nothing in this paragraph shall prohibit Endo from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or board member at any such entity.
9. For the avoidance of doubt:
 - a. Nothing in this Section II.D shall be construed or used to prohibit Endo from providing financial or In-Kind Support to:
 - i. medical societies and patient advocate groups, who are principally involved in issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or
 - ii. universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on, issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose.
 - b. The prohibitions in this Section II.D shall not apply to engagement with Third Parties based on activities related to (i) medications with an FDA-approved label that lists only the treatment of opioid abuse, addiction, dependence and/or overdose as their "indications and usage," to the extent they are sold to addiction treatment facilities; (ii) raw materials, APIs and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials, APIs and/or immediate precursors are sold or marketed exclusively to DEA registrants or sold outside the United

States or its territories; or (iii) education warning about drug abuse or promoting prevention or treatment of drug misuse.

- c. Endo will be in compliance with subsections II.D.2 and II.D.3 with respect to support of an individual Third Party to the extent that the State of Texas determines that such support does not increase the risk of the inappropriate use of Opioids and that Endo has not acted for the purpose of increasing the use of Opioids.

E. Lobbying Restrictions

- 1. Endo shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
 - a. encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids; or
 - b. pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
- 2. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
 - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
 - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;
 - c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
 - d. The limitation of initial prescriptions of Opioids to treat acute pain;
 - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
 - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;

- g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
 - h. The implementation or use of Opioid drug disposal systems.
3. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of prescription drug monitoring programs (“PDMPs”), including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
 4. Notwithstanding the foregoing restrictions in subsections II.E.1-3, the following conduct is not restricted:
 - a. Lobbying against the enactment of any provision of any state, federal, municipal, or county taxes, fees, assessments, or other payments;
 - b. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subsection II.E.1;
 - c. Communications made by Endo in response to a statute, rule, regulation, or order requiring such communication;
 - d. Communications by an Endo representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
 - e. Responding, in a manner consistent with this Consent Judgment, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Endo from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;
 - f. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections II.E.1-3, so long as Endo does not support specific portions of such legislation or regulation covered by subsection II.E.1 or oppose specific portions of such legislation or regulation covered by subsections II.E.2-3;
 - g. Communicating with a federal or state agency in response to a Federal Register or similar notice or an unsolicited federal or state

legislative committee request for public comment on proposed legislation;

- h. Responding to requests from the DEA, the FDA, or any other federal or state agency, and/or participating in FDA or other agency panels at the request of the agency; and
- i. Participating in meetings and other proceedings before the FDA, FDA advisory committee or other FDA committee in connection with the approval, modification of approval, or oversight of Endo's own products.

- 5. Endo shall provide notice of the prohibitions in Section II.E to all employees engaged in Lobbying; incorporate the prohibitions in Section II.E into trainings provided to Endo employees engaged in Lobbying; and certify that it has provided such notice and trainings to Endo employees engaged in Lobbying.

F. Ban on Prescription Savings Programs

- 1. Endo shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.
- 2. Endo shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.

G. Monitoring and Reporting of Direct and Downstream Customers.

- 1. Endo shall operate an effective monitoring and reporting system in compliance with federal law, that shall include processes and procedures that:
 - a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;
 - b. Utilize all reasonably available Downstream Customer Data to identify whether a downstream customer poses a material risk of diversion of an Opioid Product;
 - c. Utilize all information Endo receives that bears upon a direct customer's or a downstream customer's diversion activity or potential for diversion activity, including reports by Endo's employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and

- d. Upon request (unless otherwise required by law), report to the Texas Attorney General or State controlled substances regulatory agency any direct customer or downstream customer in Texas identified as part of the monitoring required by (a)-(c), above, and any customer relationship in such State terminated by Endo relating to diversion or potential for diversion. These reports shall include the following information, to the extent known to Endo:
 - i. The identity of the downstream registrant and the direct customer(s) identified by Endo engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;
 - ii. The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;
 - iii. The drug name, drug family or NDC and dosage amounts reportedly distributed;
 - iv. The transaction or order number of the reported distribution; and
 - v. A brief narrative providing a description of the circumstances leading to Endo's conclusion that there is a risk of diversion.
2. Endo shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Endo investigates and finds that the order is not suspicious.
3. Endo agrees that it will refrain from providing an Opioid Product directly to a retail pharmacy or Health Care Provider.

H. Miscellaneous Terms

1. To the extent that any provision in this Consent Judgment conflicts with federal or relevant state law or regulation, the requirements of the law or regulation will prevail. To the extent that any provision in this Consent Judgment is in conflict with federal or relevant state law or regulation such that Endo cannot comply with both the law or regulation and the provision of this Consent Judgment, Endo may comply with such law or regulation.
2. Endo will enter into this Consent Judgment solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Endo expressly denies. No part of this Consent Judgment,

including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endo. This Consent Judgment is not intended for use by any Third Party for any purpose, including submission to any court for any purpose.

3. For the avoidance of doubt, this Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Endo in any action, and nothing in this Consent Judgment shall be construed or used to prohibit Endo in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in litigation or other legal or administrative proceedings.
4. Nothing in this Consent Judgment shall be construed to limit or impair Endo's ability (a) to communicate its positions and respond to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Endo or its Opioid Products, or (b) to maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products.
5. Upon the request of the Attorney General of the State of Texas, Endo shall provide the Attorney General of the State of Texas with copies of the following, within 30 days of the request:
 - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Endo's Opioid Product(s); and
 - b. Warning or untitled letters issued by the FDA regarding Endo's Opioid Product(s) and all correspondence between Endo and the FDA related to such letters.
6. The parties by stipulation may agree to a modification of this Consent Judgment; provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both Endo and the Attorney General of the State of Texas.

I. Compliance with State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Subject to subsection II.G.1 above, Endo shall comply with all applicable state laws and regulations that relate to the sale, Promotion, distribution, and disposal of Opioids or Opioid Products, including but not limited to:
 - a. Texas Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
 - b. Texas Consumer Protection Laws; and

- c. Texas laws and regulations related to opioid prescribing, distribution, and disposal.

III. Clinical Data Transparency

A. Data to Be Shared

1. Endo shall continue to share truthful and balanced summaries of the results of all Endo-Sponsored Studies through its publicly available website (see <http://www.endo.com/endopharma/r-d/clinical-research>):
 - a. “Endo-Sponsored Studies” means pre-marketing clinical research and post-marketing clinical research that Endo “takes responsibility for and initiates” as “sponsor,” as “sponsor” is defined in 21 C.F.R. § 312.3(b), and that involves an intervention with human subjects with an Opioid Product.
 - b. The summaries may include redactions to protect personal identifying information, trade secret and confidential commercial information, and information that may provide a road map for defeating a product’s abuse-deterrent properties.
2. With respect to any Endo-Sponsored Studies relating to any new Endo Opioid Product or new indication for an existing Endo Opioid Product, Endo shall, within 30 days after regulatory approval or 18 months after study completion, whichever occurs later, make the following clinical data available through a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal:
 - a. Fully analyzable data set(s) (including individual de-identified participant-level data);
 - b. The clinical study report(s) redacted for commercial or personal identifying information;
 - c. The full protocol(s) (including the initial version, final version, and all amendments); and
 - d. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes) and analytic code.

B. Third-Party Data Archive

1. The third-party data archive referenced above shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.

2. The panel may exclude research proposals with a commercial interest.
3. Endo shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.
4. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Endo's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Endo's pharmacovigilance staff within 24 hours of any determination that research findings could bear on the risk-benefit assessment regarding the product. The lead Qualified Researcher may also share findings bearing on the risk-benefit assessment regarding the product with regulatory authorities. Endo's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying the appropriate regulatory authorities or the public.
5. Endo shall bear all costs for making data and/or information available to the third-party data archive.

IV. Compliance

A. Compliance Duration

1. Sections II and III of this Exhibit shall be effective for 10 years from the Effective Date.
2. Nothing in this Consent Judgment shall relieve Endo of its independent obligation to fully comply with the laws of the State of Texas after expiration of the 10-year period specified in this subsection.

B. Compliance Deadlines

1. Endo must be in full compliance with the provisions included in this Consent Judgment by the Effective Date. Nothing herein shall be construed as permitting Endo to avoid existing legal obligations.

V. Enforcement

A. If the State believes that Endo is not in compliance with any term of this Final Consent Order, then the State shall:

1. Provide written notice specifying the reason(s) why the State believes Endo is not in compliance with this Final Consent Order; and
2. Allow Endo at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period").

- B. The State may not commence a proceeding to enforce compliance with this Final Consent Order before the expiration of the Cure Period, provided that the State may take any action if the State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.
- C. Endo agrees to venue for any proceedings related to this paragraph in the Court in which the State of Texas files this Consent Judgment.

Exhibit D

MDL PRETRIAL CAUSE NO. _____

_____ ,	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
	§	
v.	§	_____ JUDICIAL DISTRICT
	§	
_____ ,	§	
<i>Defendants.</i>	§	_____ COUNTY, TEXAS

MASTER FILE NO. 2018-63587

	§	IN THE DISTRICT COURT
	§	
IN RE: TEXAS OPIOID LITIGATION	§	152ND JUDICIAL DISTRICT
	§	
	§	HARRIS COUNTY, TEXAS

**AGREED MOTION TO DISMISS WITH PREJUDICE CLAIMS AGAINST
DEFENDANTS [INSERT APPLICABLE ENDO AND PAR DEFENDANTS].**

Plaintiff _____ and Defendants [INSERT APPLICABLE ENDO AND PAR DEFENDANTS] (together “Defendants”), file this Agreed Motion to Dismiss with Prejudice and, in support thereof, respectfully show the Court as follows:

Plaintiff and Defendants (collectively, the “Parties”) have settled their disputes by mutual agreement. Therefore, Plaintiff no longer desires to pursue this lawsuit against Defendants. Accordingly, the Parties jointly move that the Court enter an Order dismissing all claims against Defendants with prejudice.

WHEREFORE, PREMISES CONSIDERED, Plaintiff _____ and Defendants [LIST ALL APPLICABLE ENDO AND PAR DEFEDANTS], respectfully request that this Court enter an Order granting this Agreed Motion to Dismiss with Prejudice, dismissing Plaintiff’s claims with prejudice to the re-filing of same.

Dated: _____, 202__

Respectfully submitted,

/s/ Henninger S. Bullock

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Attorneys for Defendants

[SIGNATURE BLOCK OF COUNSEL FOR
SETTLING PLAINTIFF]

CERTIFICATE OF SERVICE

I hereby certify that counsel of record are being served with a copy of this document on _____ in accordance with the Texas Rules of Civil Procedure.

s/ Henninger S. Bullock

Henninger S. Bullock

Exhibit E

List of Litigating Subdivisions and Litigating Special Districts

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Angelina County	Dies & Parkhurst, L.L.P.; Simon Greenstone Panatier Bartlett, P.C.		86,715
Bailey County	Fears Nachawati, PLLC; Ferrer Poirot & Wansbrough		7,000
Bastrop County	Phipps Deacon Purnell PLLC		88,723
Bee County	Simon Greenstone Panatier Bartlett, P.C.; Richard A. Dodd, LC		32,565
Bexar County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		2,003,554
Bexar County Hospital District	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs; Phipps Deacon Purnell PLLC	Bexar County	[TBD]
Blanco County	Simon Greenstone Panatier Bartlett, P.C.; Deborah F. Earley; Martin Walker, P.C.; James M. Harris, Jr.; Jeffrey Law Firm; Chris Byrd Law		11,931
Bowie County	Simon Greenstone Panatier Bartlett, P.C.; Dunn Nutter & Morgan; Martin Walker, P.C.		93,245
Brazos County	Fears Nachawati, PLLC; Ferrer Poirot & Wansbrough; Matthew S. Daniel		229,211
Brooks County	Phipps Deacon Purnell PLLC		7,093
Burleson County	Burleson County Attorney's Office; Fibich, Leebron, Copeland & Briggs; ONeill Law LLP; The Gallagher Law Firm; Watts Guerra LLP		17,642
Burnet County	Simon Greenstone Panatier Bartlett, P.C.; Richard A. Dodd, LC		48,155
Caldwell County	Phipps Deacon Purnell PLLC		43,664
Calhoun County	Phipps Deacon Purnell PLLC		21,290

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Cameron County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		423,163
Camp County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		13,094
Cass County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		30,026
Castro County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		7,530
Cherokee County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Richards Penn; Ament & Peacock		52,646
Childress County	Altman Legal Group; Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		7,306
City of Eagle Pass	Napoli Shkolnik PLLC; Luis R. Vera & Associates	Maverick County	29,684
City of Houston	The Lanier Law Firm; Law Office of Richard Schechter, P.C.; Reich and Binstock LLP; Baker Wotring LLP	Harris County	2,320,268
City of Laredo	Napoli Shkolnik PLLC; Luis R. Vera & Associates	Webb County	262,491
City of Leon Valley	Phipps Deacon Purnell PLLC; Denton Navarro Rocha Bernal & Zech P.C.	Bexar County	12,306
City of San Antonio	The Herrera Law Firm; Baron & Budd, P.C.; Greene, Ketchum, Farrell, Bailey & Tweel LLP; Hill Peterson Carper Bee & Deitzler PLLC; Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A.; McHugh Fuller; Powell & Majestro	Bexar County	1,547,253
Clay County	Harrison Davis Steakley Morrison Jones, P.C.; Altman Legal Group; Haley & Olson		10,471
Colorado County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		21,493
Cooke County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		41,257

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Coryell County	Simon Greenstone Panatier Bartlett, P.C.; Richard A. Dodd, LC		75,951
Dallas County	Simon Greenstone Panatier Bartlett, P.C.; Lanier Law Firm; Cochran Firm		2,635,516
Dallas County Hospital District.	Burns Charest LLP; Harrison Davis Steakley Morrison Jones, P.C.; Barrett Law Group, P.A.; Cuneo Gilbert & Laduca, LLP; Taylor Martino, P.C.	Dallas County	[TBD]
Delta County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		5,331
Dimmit County	Simon Greenstone Panatier Bartlett, P.C.; Richard A. Dodd, LC; The Armstrong Firm, PLLC		10,124
Duval County	The Barrera Law Firm; The Snapka Law Firm		11,157
Ector County	Simon Greenstone Panatier Bartlett, P.C.; Law Office of Robert E. White		166,223
El Campo Memorial Hospital	Beggs & Lane, RLLP; Frazer PLC; Law Office of Grant D. Amey, LLC; The Bilek Law Firm, LLP; The Kykendall Group		TBD
El Paso County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		839,238
Ellis County	Motley Rice LLC; Fears Nachawati, PLLC; Ferrer Poirot & Wansbrough		184,826
Falls County	Simon Greenstone Panatier Bartlett, P.C.; Richard A. Dodd, LC		17,297
Fannin County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		35,514
Fort Bend County	Roy L. Cordes, Jr. (County Attorney)		811,688
Franklin County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		10,725

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Freestone County	Simon Greenstone Panatier Bartlett, P.C.; The Beckham Group		19,717
Galveston County	Watts Guerra LLP; O'Neill Law		342,139
Gonzales Healthcare Systems	Beggs & Lane, RLLP; Frazer PLC; Law Office of Grant D. Amey, LLC; The Kykendall Group		[TBD]
Grayson County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Sanders, Motley, Young & Gallardo, PLLC		136,212
Guadalupe County	Phipps Deacon Purnell PLLC		166,847
Guadalupe Valley Hospital	Burns Charest LLP; Harrison Davis Steakley Morrison Jones, P.C.; Barrett Law Group, P.A.; Cuneo Gilbert & Laduca, LLP; Taylor Martino, P.C.	Guadalupe County	[TBD]
Hardin County	Simon Greenstone Panatier Bartlett, P.C.; Paul D. Henderson, P.C.; Dies & Parkhurst, L.L.P.		57,602
Harris County	Gallagher Law Firm; Fibich Leebron Copeland Briggs; Dan Downey, P.C.		4,713,325
Harris County Hospital District	Gallagher Law Firm; Fibich Leebron Copeland Briggs; Dan Downey, P.C.	Harris County	[TBD]
Harrison County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs; Truelove Law Firm, PLLC		66,553
Haskell County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		5,658
Hays County	Phipps Deacon Purnell PLLC		230,191
Henderson County	Motley Rice LLC; Fears Nachawati, PLLC; Mathew S. Daniel; Ferrer Poirot & Wansbrough		82,737
Hidalgo County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs; Hinojosa Law Firm, P.C.		868,707

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Hopkins County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		37,084
Houston County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Griffith & Griffith, P.C.		22,968
Irving Independent School District	The Coffman Law Firm; Mitchell A. Toups, Ltd.	Dallas County	[TBD]
Jasper County	Simon Greenstone Panatier Bartlett, P.C.; Paul D. Henderson, P.C.; Dies & Parkhurst, L.L.P.		35,529
Jefferson County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		251,565
Jim Hogg County	The Barrera Law Firm; The Snapka Law Firm		5,200
Jim Wells County	The Barrera Law Firm; The Snapka Law Firm; The Gutierrez Law Firm; Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		40,482
Johnson County	Fears Nachawati, PLLC; McLean Law Firm, P.C.; Ferrer Poirot & Wansbrough		175,817
Jones County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		20,083
Kaufman County	Fears Nachawati, PLLC; Ferrer Poirot & Wansbrough		136,154
Kendall County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; The Armstrong Firm, PLLC		47,431
Kerr County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		52,600
Kinney County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		3,667
Kleberg County	Michael J. Krueger; The Snapka Law Firm		30,680
Lamar County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		49,859

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
La Salle County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		7,520
Leon County	Watts Guerra LLP; O'Neill Law; The Gallagher Law Firm		17,404
Liberty County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs; Abraham, Watkins, Nichols, Sorrels, Agosto & Aziz; Husain Law & Associates, PC; Law Offices of Randall P. Gunter, P.C.		88,219
Limestone County	The Beckham Group		23,437
Lubbock County	Phipps Deacon Purnell PLLC		310,569
Madison County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		14,284
Marion County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		9,854
Maverick County	Napoli Shkolnik PLLC		58,722
Maverick County Hospital District	The Law Firm of Oscar A. Garza; Wayne Wright, LLP		[TBD]
McLennan County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		256,623
McMullen County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; The Armstrong Firm, PLLC		743
Milam County	Simon Greenstone Panatier Bartlett, P.C.; Fisher, Boyd, Johnson & Huguenard, L.L.P; Richard A. Dodd, LC		24,823
Mitchell County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		8,545
Montgomery County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		607,391
Morris County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		12,388
Nacogdoches County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; The Lanier Law Firm		65,204

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Newton County	Simon Greenstone Panatier Bartlett, P.C.; Paul D. Henderson, P.C.; Dies & Parkhurst, L.L.P.		13,595
Nolan County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		14,714
Nueces County	The Law Office of Richard Schechter, P.C.; The Lanier Law Firm; The Law Office of James B. Ragan; Reich & Binstock, LLP; The Purnell Law Firm; Phipps Anderson Deacon LLP		362,294
Nueces County Hospital District	The Law Office of Richard Schechter, P.C.; The Lanier Law Firm; The Law Office of James B. Ragan; Reich & Binstock, LLP; The Purnell Law Firm; Phipps Anderson Deacon LLP	Nueces County	[TBD]
Orange County	Simon Greenstone Panatier Bartlett, P.C.; Paul D. Henderson, P.C.; Dies & Parkhurst, L.L.P.		83,396
Ochiltree County Hospital District	Beggs & Lane RLLP; Frazer PLC; The Bilek Law Firm, L.L.P.; The Kuykendall Group; Law Office of Grant D. Amey, LLC	Ochiltree County	[TBD]
Palo Pinto County Hospital District	Burns Charest LLP; Harrison Davis Steakley Morrison Jones, P.C.; Barrett Law Group, P.A.; Cuneo Gilbert & Laduca, LLP; Taylor Martino, P.C.	Palo Pinto County	[TBD]
Panola County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Love Law Firm, P.C.; Adkison Law Firm		23,194
Parker County	Simon Greenstone Panatier Bartlett, P.C.; Richard A. Dodd, LC		142,878
Polk County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		51,353
Potter County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; The Lanier Law Firm; Templeton, Smithee, Hayes, Heinrich &		117,415

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
	Russell, LLP; Mullin, Hoard & Brown, LLP		
Red River County	Simon Greenstone Panatier Bartlett, P.C.		12,023
Roberts County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		854
Robertson County	Simon Greenstone Panatier Bartlett, P.C.; Richard A. Dodd, LC; The Beckham Group		17,074
Rockwall County	Fears Nachawati, PLLC; Ferrer Poirot & Wansbrough		104,915
Rusk County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Love Law Firm, P.C.; Adkison Law Firm		54,406
San Patricio County	Alexander Dubose Jefferson Townsend; Joel H. Thomas; Phipps Deacon Purnell LLP		66,730
San Saba County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		6,055
Shackelford County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		3,265
Shelby County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Adkison Law Firm		25,274
Smith County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		232,751
Socorro Independent School District	The Coffman Law Firm; Mitchell A. Toups, Ltd.	El Paso County	[TBD]
Stephens County	Fears Nachawati, PLLC; Ferrer Poirot & Wansbrough		9,366
Tarrant County	The Lanier Law Firm; Law Offices of Tom Hall		2,102,515
Tarrant County Hospital District	Wick Phillips Gould & Martin, LLP	Tarrant County	[TBD]
Terrell County	The Coffman Law Firm; Mitchell A. Toups, Ltd.		776
Texarkana Independent School District	The Coffman Law Firm; Mitchell A. Toups, Ltd.	Bowie County	[TBD]

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Throckmorton County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson		1,501
Titus County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		32,750
Travis County	Hendler Flores; Law Office of Richard Schechter, P.C.; Reich and Binstock LLP; The Lanier Law Firm		1,273,954
Trinity County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		14,651
Upshur County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.; Tefteller Law PLLC		41,753
Uvalde County	Phipps Deacon Purnell PLLC		26,741
Van Zandt County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		56,590
Walker County	Correro & Leisure, P.C.; Park & Durham; G. Allan Van Fleet, P.C.		72,791
Waller County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		55,246
Webb County	Cicala Law Firm; Sanford Heisler Sharp		276,652
West Wharton County Hospital District	Beggs & Lane RLLP; Frazer PLC; The Bilek Law Firm, L.L.P.; The Kuykendall Group; Law Office of Grant D. Amey, LLC	Wharton County	[TBD]
Wichita County	Harrison Davis Steakley Morrison Jones, P.C.; Haley & Olson; Altman Law Group		132,230
Williamson County	Watts Guerra LLP; The Gallagher Law Firm; Fibich Leebron Copeland Briggs		590,551
Wilson County	Phipps Deacon Purnell PLLC		51,070
Wilson County Memorial Hospital District	Phipps Deacon Purnell PLLC	Wilson County	[TBD]
Wood County	Simon Greenstone Panatier Bartlett, P.C.; Martin Walker, P.C.		45,539

SUBDIVISION OR SPECIAL DISTRICT NAME	COUNSEL	WITHIN COUNTY OR MULTIPLE COUNTIES	2019 POPULATION ESTIMATE
Zavala County	Napoli Shkolnik PLLC; Luis R. Vera & Associates		11,840

Exhibit F

MASTER FILE NO. 2018-63587

IN RE: TEXAS OPIOID LITIGATION MDL No. 18-0358 <i>This Document Relates to All Cases</i>	§ § § § § §	IN THE DISTRICT COURT HARRIS COUNTY, TEXAS 152 ND JUDICIAL DISTRICT
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CASE MANAGEMENT ORDER

This Case Management Order (“CMO”) shall apply to all plaintiffs with cases pending as of *[Date of Final Court Approval of Settlement]* against Defendants and to all new plaintiffs filing cases after that date against Defendants (collectively, “Plaintiff” or “Plaintiffs”), whose claims are pending in this coordinated proceeding and not released by the Settlement Agreement in this action entered into on *[settlement date]* (“Settlement Agreement”). As used herein, “Defendants” refers to Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. Pursuant to the order of the Texas Multidistrict Litigation Panel, all subsequent related and tag-along proceedings filed in the State of Texas and transferred to this Multidistrict Litigation Proceeding, *In re: Texas Opioid Litigation*, MDL No. 18-0358, pending before this Court and docketed under Master File No. 2018-63587, shall be subject to the terms of this CMO.

Good cause appearing, it is ordered as follows:

A. Filing of Amended Petitions

1. Each Plaintiff with an existing case as of *[Date of Final Court Approval of Settlement]*, shall file and serve on Defendants within ninety (90) days of that date an Amended

Petition satisfying the requirements of the Texas Rules of Civil Procedure and this CMO, if that Plaintiff's case is not dismissed with prejudice prior to this deadline pursuant to the Settlement Agreement. Plaintiff's counsel shall comply with Texas Rule of Civil Procedure 65 when filing any such Amended Petition.

2. The time for Defendants to file a response to a new Petition or Amended Petition shall not begin to run until after the receipt by counsel for the Defendants of the Case-Specific Expert Report(s) required pursuant to this CMO, and after the claims process is concluded as described in Section B.3 below, whichever is later.

B. Plaintiffs' Requirement to Produce Certain Specified Information About Their Claims

1. **Plaintiffs' Production Requirements.** Each Plaintiff shall serve the following documents and/or information upon counsel for Defendants:

(a) **Fact Sheet.** If not already completed, executed, and served, each Plaintiff shall serve upon the Defendants within the deadlines specified herein a completed copy of the Fact Sheet, attached as Exhibit A to this Case Management Order. Each Plaintiff that has already completed, executed, and served a compliant Fact Sheet shall serve upon the Defendants within the deadlines specified herein an updated Fact Sheet reflecting any material change in the facts underlying the Plaintiff's claims or shall affirm that no such material change applies. Simultaneously with its service of its Fact Sheet or affirmation, each Plaintiff shall serve upon Defendants a verified statement under oath setting forth how each element of their claims has not been resolved pursuant to the terms of the Settlement and the state and regional abatement fund provided therein.

(b) Record Production.

(i) Each Plaintiff shall produce all records establishing the existence of a public nuisance within the Plaintiff's territory or borders, including a definition of the nuisance and evidence to support its existence.

(ii) Each Plaintiff shall produce all records supporting a claim for nuisance "abatement" relief within the Plaintiff's territory or borders, including a categorization and itemization of any requested nuisance abatement relief and evidence to support each component of such relief.

(iii) Each Plaintiff shall produce all records supporting a claim of damages, including a categorization and itemization of claimed damages and calculations and evidence for each component of such damages. Each Plaintiff shall also specify whether the alleged amounts were paid or reimbursed through a grant, insurance, or other third-party source and provide records evidencing such payment or reimbursement.

(iv) For any other relief involving the expenditure of money, including expenditures for the provision of services, each Plaintiff shall specify the entities that will make the expenditures, when and how long those entities will make the expenditures, and the nature of the expenditures, including how they will address any and all alleged harms. Each Plaintiff shall produce all documents relied upon in identifying or calculating the claimed relief.

(v) Each Plaintiff seeking any form of relief based directly or indirectly upon allegedly unnecessary prescriptions shall identify those prescriptions, to whom and by whom the prescriptions were written, the pharmacy that filled each such prescription, whether the Plaintiff was reimbursed for them, and the Plaintiff's basis for identifying the prescriptions.

(c) **Affidavit.** An affidavit signed by each Plaintiff and its counsel (i) attesting that the Plaintiff has complied with all requirements of the Fact Sheet attached as Exhibit A to this Case Management Order; (ii) attesting that records have been collected in compliance with this CMO; and (iii) attesting that all records collected have been produced pursuant to this CMO. If any of the documents or records described in this Section B do not exist, the signed affidavit by the Plaintiff and its counsel shall state that fact and the reasons, if known, why such materials do not exist.

(d) **Expert Reports.** Each Plaintiff shall serve on counsel for Defendants a case-specific expert report or reports executed by a qualified expert, under oath, and subject to the penalties of perjury (a “Case-Specific Expert Report”). The Case-Specific Expert Report shall include all matter required to comply with Texas Rule of Civil Procedure 195, Texas law, and at least:

- (i) *Plaintiff’s Information.* The Plaintiff’s name;
- (ii) *Expert’s Information.* The name, professional address, and curriculum vitae of the expert, including a list of all publications authored by the expert within the preceding ten (10) years, and the foundation for the expert’s opinion in relation to the expert’s professional experience;
- (iii) *Plaintiff’s Records.* All records reviewed by the expert in preparation of the Case-Specific Expert Report;
- (iv) *Reliance Materials.* All materials relied on by the expert in preparation of the Case-Specific Expert Report;
- (v) *Locations.* If the Plaintiff is asserting a public nuisance claim, the location(s) where the Plaintiff alleges a public nuisance exists, including with specificity

how Plaintiff has been affected by such public nuisance and copies of documents relied upon, if any, as evidence of such alleged effect.

(vi) *Subjects of Report(s)*. The Case-Specific Expert Report(s) must collectively include all matters on which the expert(s) intend to rely, including but not limited to the following:

(1) Whether the Plaintiff's records reviewed by the expert(s) indicate that the Plaintiff suffered any injury or damage and, if so, the nature of the alleged injury or damage;

(2) Whether the Plaintiff's records reviewed by the expert(s) indicate the existence of a nuisance and, if so, the nature of the nuisance;

(3) Whether the Plaintiff's records reviewed by the expert(s) indicate that Defendants engaged in any wrongful conduct and, if so, the nature of that conduct;

(4) An opinion that there is in fact a causal relationship between the individual Plaintiff's claims and Defendants' alleged conduct and the basis for that opinion;

(5) An opinion quantifying the relief requested by the Plaintiff, including any "abatement" relief, damages, and statutory penalties, with specific calculations and evidence for each component of such relief, prepared and sworn/affirmed to by such expert and subject to the penalties of perjury.

2. Deadline to comply.

(a) For each Plaintiff with claims pending against Defendants as of the entry of this CMO, the items required by Section B.1 shall be produced no later than [DATE], or ninety (90) days after the date such Plaintiff elects not to settle its claims, whichever is sooner.

(b) For each Plaintiff with claims newly filed in or transferred to this proceeding against Defendants after the entry of this CMO, the items required by Section B.1 shall be produced no later than ninety (90) days after the case is filed in or transferred to this proceeding.

3. Failure to comply.

(a) *Notice of Non-Compliance and Opportunity to Cure.* If any Plaintiff fails to comply with any provision of this Order, Defendants shall provide Plaintiff written notice of such non-compliance (“Notice of Non-Compliance”) specifying the non-compliance. Upon receipt of a Notice of Non-Compliance, Plaintiff shall have sixty (60) days to cure its non-compliance specified in the Notice of Non-Compliance. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to Defendants, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff’s petition, shall be held in abeyance.

(b) *Failure to Cure.* If, after the passage of sixty (60) days of service of a Notice of Non-Compliance, a Plaintiff fails to cure its non-compliance, upon application by the Defendants, the Plaintiff’s claims, as well as any derivative claim(s), will be dismissed with prejudice as against Defendants.

(c) *Extensions of Time.* The Court, on motion and for good cause shown, may order an extension of the time to comply with this Order.

C. Discovery on Statute of Limitations and Other Time-Based Defenses

1. Plaintiffs must, within the time frames established by Section B.2, serve upon counsel for the Defendants an affidavit signed by the Plaintiff and its counsel providing the following information: (1) the date the Plaintiff first learned that the harms alleged in its petition may be related to Defendants' conduct; (2) how the Plaintiff first learned the harms alleged in its petition may be related to Defendants' conduct; (3) the date the Plaintiff first spoke to or corresponded with an attorney about potential litigation in this matter; and (4) the date the Plaintiff first retained counsel for litigation in this matter. Defendants are permitted to serve written discovery on each Plaintiff related to these topics (and others), and each such Plaintiff must respond to the discovery prior to any depositions related to these topics, provided that the Plaintiff shall have at least thirty (30) days to respond to such discovery.

D. Case-Specific Discovery and Related Dispositive Motion Practice

1. If a Plaintiff complies with the production requirements outlined above in Sections B and C, then the Parties, as applicable, shall submit a proposed Scheduling Order to the Court that: (a) grants the Parties one-hundred and eighty (180) days from the entry of the Scheduling Order to conduct discovery on issues raised by the productions; and (b) sets a briefing schedule that gives the Parties forty-five (45) days from the close of discovery for the Parties to submit summary judgment motions and *Daubert/Robinson* motions, twenty-eight (28) days for responses, and twenty-eight (28) days for replies.

2. During such discovery, the Parties are permitted to: serve written discovery related to the issues raised by the productions specific to the Plaintiff and take the depositions of both fact and expert witnesses for the Plaintiff for up to seven hours each, with counsel for Defendants questioning first at each deposition. If a Plaintiff serves any written discovery upon

Defendants, the Parties shall meet and confer about an appropriate deadline for responding to such discovery, which deadline shall be at least sixty (60) days after service of such discovery. The Court's use of the term "specific to the Plaintiff" is intended to express the Court's intention not to permit additional "generic" discovery against the Defendant at this time. No other depositions may be taken during the expedited discovery period absent prior leave granted by the Court upon a showing of good cause.

3. If a case survives the Defendant's summary judgment motions, the Court will set a Case Management Conference to determine whether any non-duplicative discovery is necessary and to discuss other case management issues. Discovery with regard to any other defendants will be addressed at this time as well. The filing and briefing of summary judgment motions and *Daubert/Robinson* motions after the expedited discovery discussed above shall not prejudice or otherwise foreclose the opportunity for any Party or other defendant to file later, non-duplicative summary judgment and *Daubert/Robinson* motions after completing full fact and expert discovery. The Court's use of the term "non-duplicative" is intended to express the Court's intention not to permit later summary judgment motions concerning topics addressed in summary judgment motions filed at the conclusion of the expedited discovery period or *Daubert/Robinson* motions concerning witnesses addressed in *Daubert/Robinson* motions filed at the conclusion of the expedited discovery period.

4. The foregoing provisions do not preclude any Party or other defendant from filing non-duplicative dispositive motions, including motions relating to personal jurisdiction.

SO ORDERED.

Dated: _____

Hon. Robert K. Schaffer
Presiding Judge

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 7, 2022

Date submitted: 02/01/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes the Galveston County Mosquito Control District (the "District") to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.

This is an annual requirement of the Federal Aviation Administration (FAA) to obtain approval from the area communities concerning Galveston County Mosquito Control District, which is responsible for the operation of the county-wide Mosquito Control Program. Since a portion of the City of Friendswood (the "City") is in Galveston County, the District is required to obtain permission from the City to apply pesticides for the purpose of mosquito control.

There is no fiscal impact associated with this item.

Harris County does not conduct routine aerial spraying over urban areas such as Friendswood unless mosquitos with the West Nile virus are identified. The City provides ground spraying in the City's rights-of-ways in Harris County.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Aerial Spraying - Galv Co Mosquito Control
2. 2022 01 31 Galveston County Mosquito Control Request for Authorization of Aerial Spraying

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS,
AUTHORIZING AERIAL SPRAYING OVER THE GALVESTON COUNTY
PORTION OF THE CITY OF FRIENDSWOOD BY THE GALVESTON
COUNTY MOSQUITO CONTROL DISTRICT FOR ITS COUNTY-WIDE
MOSQUITO CONTROL PROGRAM; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the Galveston County Mosquito Control District (the “District”) is responsible for the operation of the Mosquito Control Program in Galveston County, Texas, and

WHEREAS, the Federal Aviation Administration requires the District to obtain approval from the City of Friendswood in order to provide aerial spraying services over that portion of its incorporation limits located in Galveston County, Texas; NOW THEREFORE,

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

Section 1. That the City Council hereby approves the District’s aerial spraying over the Galveston County portion of the City of Friendswood for the abatement of mosquitoes; provided 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. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of February, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

H:\City Council\Resolutions\2022\02-07-2022\Aerial Spraying - Galv Co Mosquito Control.docx



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 19, 2022

Leticia Brysch, City Secretary
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856

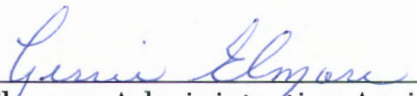
Dear Ms. Brysch:

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

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 7, 2022

Date submitted: 01/27/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the Agreement with Paragon Sports Constructors for the Stevenson Park Walking Trail Project.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood entered into a contract with Paragon Sports Constructors for the Stevenson Park Walking Trail Project (the "Project") in the amount not to exceed \$445,931. Work commenced on the trail on January 18, 2022. The Project is split into two phases with phase one taking approximately four weeks to complete and the entire project taking around four months to complete.

Phase one consists of removing the crushed gravel from the trails. During this phase as a safety precaution for our citizens, the entire park will be closed, including the courts, playgrounds, walking trails, pavilions and other the park amenities. Phase two will consist of the concrete and rubber surfacing installation. During this phase, certain amenities and areas will be open to the public. Once the Project is complete, Stevenson Park will be equipped with a rubberized walking trail.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 01 27 Paragon Sports Constructors for Stevenson Park Walking Trail Project

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form



VENDOR AGREEMENT

This Agreement made this January 11, 2022, by and between City of Friendswood (City), located in Friendswood, Texas and PARAGON SPORTS CONSTRUCTORS, located at 5001 SAUNDERS ROAD, FORT WORTH, TEXAS 76119, (Contracting Party).

City and Contracting Party agree as follows:

1. **CONTRACT TERM:** The initial term of this Agreement shall be for a period from January 11, 2022 to 120 days after Notice To Proceed is given. The parties may mutually agree in writing to extend the term of the Agreement.

City reserves the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice to Contracting Party.

2. **CONTRACT DOCUMENTS/WORK STATEMENTS:** The provisions of the attached proposal from Paragon Sports under the Purchasing Coop: BuyBoard 641-21 dated December 15, 2021 are hereby incorporated by reference and made a part of this Agreement. Contracting Party's representations and warranties regarding its Work are set forth in attached proposal. To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

- The provisions of this document
 - o Proposal under BuyBoard 641-21

3. **CONTRACT FEE:** In consideration for the mutual covenants contained herein, City shall pay Contracting Party for work satisfactorily performed as follows: As approved by City Council on December 6, 2021 with an additional budget amendment on January 10, 2022, and agreed by contractor, the payments will be limited to the SECTION prices listed below. Total compensation shall not exceed \$445,931.00. Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.



4. **CONFLICT OF INTEREST:** Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. **INDEPENDENT CONTRACTOR:** This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. **DEFAULT:** In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. **ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. **ASSIGNMENT:** The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.



9. **COMPLIANCE WITH LAW:** Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. **NON-APPROPRIATIONS:** Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate

11. **NOTICES:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. **OFFICIALS NOT TO BENEFIT:** No Mayor, Council-person, officer, director, employee, administrator and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. **GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS:** The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Galveston County, Texas.

14. **FORCE MAJEURE:** In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. **SUBCONTRACTS:** Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will



be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

16. **TAX EXEMPTION:** City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. **CONFIDENTIALITY:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval unless ordered to be released by the Texas Attorney General.

18. **INTELLECTUAL PROPERTY:** Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the City in a judgment or settlement.

19. **INDEMNIFICATION:** Contracting Party shall indemnify and hold harmless City, and each of its regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. **INSURANCE:** For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence and aggregate of \$2,000,000 and Property Damage/each occurrence \$1,000,000. If, during the Term, Contracting Party will enter City property, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) Professional Liability coverage of \$1,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a



waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. **AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS:** The Contracting Party agrees and authorizes City to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

23. **SOVEREIGN IMMUNITY:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

24. **REPRESENTATIONS BY CONTRACTING PARTY:** Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.



25. **ELIGIBILITY TO RECEIVE PAYMENT:** Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation is inaccurate.

26. **PAYMENT OF DEBT/DELINQUENCY:** Contracting Party certifies that it is not indebted to the City and is current on all taxes owed to the City. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of Friendswood regardless of when it arises, until such debt or delinquency is paid in full.

27. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

28. **RISK OF LOSS:** All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

29. **PUBLICITY:** Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

30. **LEGAL CONSTRUCTION/SEVERABILITY:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.



31. NON-WAIVER: No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

32. ENTIRE AGREEMENT: This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

33. AUTHORITY: The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

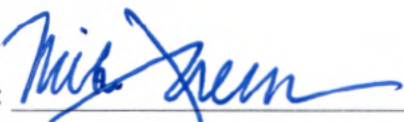
34. AMENDMENT: This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

35. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CITY OF FRIENDSWOOD

CONTRACTING PARTY:

By: 
Title: Mayor, City of Friendswood
Date: 1/27/2022

PARAGON SPORTS CONSTRUCTORS, LLC
By: 
Title: PRESIDENT
Date: 1/12/2022





Date: 12/15/2021

Project: City of Friendswood Stevenson Park Walking Trail

Owner: City of Friendswood

Contact: James Toney

Purchasing Coop: 1GPA Contract No. 17-18DP-04

Scope of Work

Provide labor, materials and equipment to install a half mile long seven foot wide concrete walking trail with a six foot wide PTS 4000 Sandwich System synthetic surface at the City of Friendswood Stevenson Park per the detailed scope below.

1. Remove DG material and concrete edging as needed to set up for concrete
2. Remove damaged concrete walks Approx 640 SqFt
3. Install 4" thick 3500psi concrete walk, 7' wide with #3 rebar 18" OC on cushion sand approx. 18,840 SqFt
4. Install 6" thick 4000 psi concrete drive with #3 rebar 12" OC on cushion sand approx. 240 SqFt
5. Install 6" ADS N-12 pipe as need for sidewalk drains approx. 100 Lf
6. Additonal walk paths per above spec approx. 500 SqFt
7. Sod Disturbed areas approx. 1000 SqYd
8. Apply **Paragon PTS 4000 Sandwich System Track** Surfacing on concrete walking trail six feet in width and one half mile long approximately 2100 SqYd

Total Price: \$ 445,931.00

Add Option to go to PTS 5010 Full Pour Track System: \$21,558.00

Exclusions

1. Sales Taxes
2. Bonds
3. Liquidated Damages
4. Demolition or earthwork other than stated above
5. Subgrade stabilization
6. Field Drainage Piping
7. Concrete other than stated above
8. Rock excavation
9. Fencing
10. Irrigation or repairs
11. Bleachers





12. Lighting
13. Electrical or associated demo
14. Permits and engineering fees
15. Erosion control and re-vegetation

Proposal Conditions & Qualifications

16. This proposal assumes PSC shall have clear and reasonable access to the work for equipment and materials.
17. This proposal assumes PSC standard wage rate for labor (Davis-Bacon or their Governmental wage scales are not included in the pricing above).
18. Due to continuing fluctuations in the cost of materials beyond our control, PSC reserves the right to verify material pricing prior to execution of a contract if a contract is not awarded within 60 days of the date of this proposal.
19. Unless specifically stated otherwise, this proposal assumes that all construction testing and third party inspection will be contracted and paid for by the owner or general contractor. PSC will coordinate inspections and make all work available for testing; PSC can provide a separate proposal for this work if desired.

Insurance Policy Coverage's

Workers Comp: Bodily Injury	\$1,000,000 ea accident
Workers Comp: Disease	\$1,000,000 policy limit
General Liability: General Aggregate	\$2,000,000 policy limit
General Liability: Personal/Advert. Injury	\$1,000,000 policy limit
General Liability: Each Occurrence	\$1,000,000 policy limit
Additional Excess Umbrella	\$5,000,000 policy limit

Signed: *Bobby Killion*
Bobby Killion, VP Operations

5001 Saunders Road
Fort Worth, Texas 76119
bkillion@paragon-sports.com
(817) 916-5012



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Paragon Sports Constructors, LLC
Fort Worth, TX United States

Certificate Number:
2022-839699

Date Filed:
01/13/2022

Date Acknowledged:

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

City of Friendswood

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

SPWT 2022-01-11
Stevenson Park Walking Trail

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jeane Oakman, and my date of birth is [REDACTED].

My address is 5716 Tiger Trail, Fort Worth, TX, 76126, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 13th day of January, 20 22.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, William Chaffe, the undersigned representative of Paragon Sports Constructors, LLC (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;
- the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and
- the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

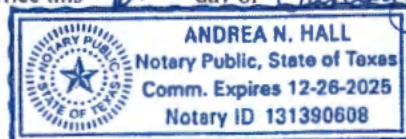
EXECUTED this the 12th day of January, 20 22.

PARAGON SPORTS CONSTRUCTORS, LLC
Company Name
[Signature]
Signature
WILLIAM H. CHAFFE, PRESIDENT
Printed Name/Title

STATE OF TEXAS
COUNTY OF Tarrant

Before me, Andrea N. Hall, the undersigned notary public, on this day personally appeared William Chaffe, the President (Title) of Paragon Sports Constructors, LLC (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 12th day of January, 20 22.



[Signature]
Notary Public in and for the State of Texas

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 7, 2022

Date submitted: 01/27/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the Amendment to the Licensing Agreement with Tyler Technologies, Inc., to add an e-citation module for software integration for the PD ICS software program.

Originating Department: Information Technology

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

Brazos software is essential for connecting the ICS program and Incode Court together for citations. The cost of this proposed amendment is \$67,524.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ICS program would not operate or function as expected without this program.

RECOMMENDATIONS

IT recommendation is to purchase the Brazos program to be used with ICS and Incode Court for citations.

ATTACHMENTS

1. Friendswood, TX Brazos Amendment 012722
2. Friendswood TX Brazos Amendment quote

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Friendswood, with offices at 910 S. Friendswood Dr., Friendswood, TX 77546 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 2, 2014 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and services set forth in Exhibit 1 and 2 to this Amendment are hereby added to the Agreement.
2. The terms and conditions contained in Exhibit 2, including the associated schedules thereto, only apply to the Brazos Components listed in the Amendment Investment Summary.
3. The following payment terms, as applicable, shall apply:
 - a. License Fees: License fees are invoiced upon delivery of the software.
 - b. Maintenance and Support Fees: Year 1 maintenance and support fees are waived for one (1) year from the Amendment Effective Date. Maintenance and support fees for years 2, 3, 4 and 5 are invoiced annually in advance on the anniversary of the Amendment Effective Date, at our then-current rates, limited to no more than a 3% increase from the prior year. Thereafter, subsequent increases to maintenance and support fees shall be agreed to by mutual consent of the parties. Client's payment of an invoice including increased maintenance and support fees shall be deemed to be Client's consent of said increase. Subsequent fees are invoiced annually in advance of each anniversary thereof.
 - a. Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.
 - b. Hosting Fees: Hosting Fees for the Tyler Software identified on the Investment Summary are waived for one (1) year from the Amendment Effective Date. Year 2 Hosting Fees, at the rates listed in the attached Investment Summary, are payable one year from the Amendment Effective Date. Subsequent Hosting Fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Friendswood, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Exhibit 2

Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Amendment Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Amendment Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Amendment Investment Summary.

2. Hosting Terms for Brazos Components.

- 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of this Amendment. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit 2

Schedule 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and

will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit 2

Schedule 2

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at

Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages

clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Quoted By:
Quote Expiration:

Lisa McKenzie
7/18/22

Quote Name: 2022-300266
New Client Set-Up -
Interfaces to InCode and ICS -
Has Laptops and Zebra Printers Already

Sales Quotation For:

James O'Brien
Friendswood Police Department

1664 Whitaker
Friendswood, TX 77546
Phone: +1 (281) 996-3314

Shipping Address:

Friendswood Police Department
910 S Friendswood Drive ATTN James O'Brien
Friendswood, TX 77546

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
Interface				
Interface: Tyler Incode Court Case Mgmt System	\$ 0	\$ 0	\$ 0	\$ 0
Interface: ICS Records Mgmt System	\$ 5,078	\$ 1,016	\$ 4,062	\$ 1,066
Total	\$ 5,078	\$ 1,016	\$ 4,062	\$ 1,066
License				
REF License - MDC or TABLET [55]	\$ 41,250	\$ 0	\$ 41,250	\$ 8,663
Total	\$ 41,250	\$ 0	\$ 41,250	\$ 8,663
TOTAL	\$ 46,328	\$ 1,016	\$ 45,312	\$ 9,729

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 3,243	\$ 0	\$ 3,243
TOTAL				\$ 3,243

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
Training	1	\$ 3,000	\$ 0	\$ 3,000	\$ 0
Set Up & Config	1	\$ 19,500	\$ 5,850	\$ 13,650	\$ 0
Brazos Project Management	1	\$ 3,000	\$ 1,500	\$ 1,500	\$ 0
<i>Sub-Total:</i>				\$ 18,150	\$ 0
<i><u>Less Discount:</u></i>					\$ 0
TOTAL				\$ 18,150	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 45,312	\$ 9,729
Total Annual	\$ 0	\$ 3,243
Total Tyler Services	\$ 18,150	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 63,462	\$ 12,972

Optional Tyler Software

				Year One	
Description		License	Discount	License Total	Maintenance
Brazos					
Task					
Task: Animal Control		\$ 5,078	\$ 1,016	\$ 4,062	\$ 1,066
	Total	\$ 5,078	\$ 1,016	\$ 4,062	\$ 1,066
	TOTAL	\$ 5,078	\$ 0	\$ 4,062	\$ 1,066

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

ASSUMPTION

"Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance and Hosting Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days."

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 7, 2022

Date submitted: 01/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider 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 (P401 and P403 – both are 2017 Ford Police Interceptor SUVs) 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 since 2017. Costs associated with keeping the vehicles suitable for service are high, making the most cost effective solution to auction them. Both of these police units were scheduled for replacement in FY22. The 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 vehicles are law enforcement motor vehicles.

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 above.

ATTACHMENTS

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

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 7, 2022

Date submitted: 01/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the disposal of one decommissioned Engineering Department vehicle through an online auction at www.publicsurplus.com.

Originating Department: Engineering

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Engineering Department has a decommissioned vehicle (PW63 - 2011 Ford F150) that it presents for disposal. The City's Purchasing Coordinator will dispose of the vehicle through an online auction at www.publicsurplus.com. The vehicle has been in service since 2011. Costs associated with keeping the vehicle suitable for service are high, making the most effective solution to auction it. The Engineering Department unit will be replaced in February 2022. The vehicle will be decommissioned per the standards set by the Local Government Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of this vehicle will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

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 7, 2022

Date submitted: 01/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the acceptance of public improvements to the Lift Station #23 project into the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of Lift Station #23 has been completed.

City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, R&B Group, Inc., to correct any work found deficient during this one-year maintenance period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Lift Station 23 Maintenance Bond

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

Bond No. [REDACTED]

DOCUMENT 00800

ONE-YEAR MAINTENANCE BOND

THAT WE, R & B Group, Inc., as Principal, hereinafter called the Contractor, and the other subscriber hereto, The Guarantee Company of North America USA, 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 Three Million Four Hundred Fifty Eighty Thousand Three Hundred Seventy Four dollars and 91 cents (\$3,458,374.91), 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 Lift Station No. 23 Reconstruction, Project No. WS1601, 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.

CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS

ONE-YEAR
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:

R & B Group, Inc.

Name of Contractor

Signature

Signature

Name: Brian D. Morrison

Title: President

ATTEST SEAL:

The Guarantee Company of North America USA

Full Name of Surety

One Towne Square, Suite 1470

Address of Surety for Notice

Southfield, Michigan 48076

City, State and Zip Code of Surety for Notice

866-328-0567

Telephone Number of Surety

Signature

Name: Rebecca Garza

Title: Attorney-in-Fact

Date: January 21, 2022

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

[INSERT CITY ATTORNEY NAME]

City Attorney

Date _____

END OF DOCUMENT



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint **Edward Arens, Philip Baker, Michele Bonnin, Erica A. Cox, Rebecca Garza, Jillian O'Neal** its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 26th day of May, 2020.

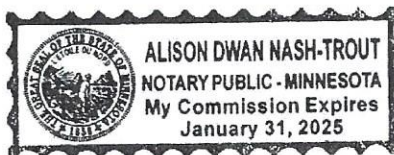
THE GUARANTEE COMPANY OF NORTH AMERICA USA

Paul J. Brehm, Senior Vice President

Chad A. Anderson, Senior Vice President Specialty

STATE OF MINNESOTA
Hennepin County

On this 26th day of May, 2020 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Chad A. Anderson, Senior Vice President of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 21st day of January, 2022

Chad A. Anderson, Senior Vice President Specialty



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your **agent** at:
3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

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 the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://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) (company) (agent or the 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 información o presentar una queja:

Puede contactar a su **agente** en:

Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en: 1-866-328-0567

También puede escribir a The Guarantee Company of North America USA a;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS PREMIUM O DE RECLAMACIÓN:
Si tiene una disputa sobre su prima o sobre un reclamo, debe comunicarse primero con el (agente) (compañía) agente o la compañía). Si la disputa no se resuelve, puede comunicarse con el Departamento de Seguros de Texas (TDI).

ADJUNTE ESTE AVISO A SU POLÍTICA: Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

Bond No. [REDACTED]

TO OWNER:
(Name and address)

City of Friendswood
15355 Blackhawk Boulevard
Friendswood, TX 77546

PROJECT:
(Name and address)

Lift Station No. 23 Reconstruction, Project No. WS1601

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: General Construction

CONTRACT DATED: December 2, 2019

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076

, SURETY,

on bond of
(Insert name and address of Contractor)

R & B Group, Inc.
1213 N. Durham
Houston, TX 77008

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Friendswood
15355 Blackhawk Boulevard
Friendswood, TX 77546

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 21, 2022
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): *[Signature]*

The Guarantee Company of North America USA
(Surety)

By: *[Signature]*
(Signature of authorized representative)

Rebecca Garza Attorney-in-Fact
(Printed name and title)



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. [REDACTED]

Principal: R & B Group, Inc.
Obligee: City of Friendswood.

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Rebecca Garza
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 21st day of January, 2022.

Randall Musselman

Randall Musselman, 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 7, 2022

Date submitted: 01/25/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDCC) to expend funds to purchase downtown street signage.

Originating Department: City Manager

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

At the January 11, 2022 Friendswood Downtown Economic Development Corporation meeting, the Board unanimously approved entering into a contract with Dobie Supply, LLC, to manufacture new street signs for the Downtown District. The new street signs will be fashioned per the approved Downtown Improvement Plan and will replace the existing street signs and hanging signs across FM 518.

Dobie Supply, LLC, is a buyboard vendor and the contract is in the amount of \$5,725. The City's Public Works Department will install the new signs upon delivery.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

New street signage for the Downtown District as identified in the Downtown Improvement Plan objectives.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. COFRIENDSWOOD010422

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form



601 Commercial Drive
Buda, TX 78610

Estimate

Date	Estimate #
11/30/2021	35737

Name / Address
CITY OF FRIENDSWOOD P.O BOX 1288 FRIENDSWOOD, TX. 77549

Ship To
CITY OF FRIENDSWOOD PUBLIC WORKS 15355 BLACKHAWK BLVD FRIENDSWOOD, TX 77546

P.O. No.	Terms	Rep
	Net 30	VB

Qty	Item	Description	U/M	Rate	Total
11.00	General Sign	9"x variable- .080 custom street sign- 2 SIDED W Heritage Dr E Heritage Dr Magnolia Blk W Willowick Av E Willowick Av Sunnyview Av Skyview Terrance Blk Stonesthrow Av Echo Av Shadwell Ln + no outlet Hatcher Ln + no outlet		95.00	1,045.00

Signature	Total
-----------	--------------

Phone #	Fax #	E-mail	Web Site
5124376499	512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com



601 Commercial Drive
Buda, TX 78610

Estimate

Date	Estimate #
11/30/2021	35737

Name / Address
CITY OF FRIENDSWOOD P.O BOX 1288 FRIENDSWOOD, TX. 77549

Ship To
CITY OF FRIENDSWOOD PUBLIC WORKS 15355 BLACKHAWK BLVD FRIENDSWOOD, TX 77546

P.O. No.	Terms	Rep
	Net 30	VB

Qty	Item	Description	U/M	Rate	Total
24.00	General Sign	12"x variable- .080 street name sign S Friendswood Dr (x12) Edgewood Dr (x2) Shadowbend Av (x2) Spreading Oaks Av (x2) Clearview Av (x2) Castlewood Av (x2) Whispering Pines Av (x2)		85.00	2,040.00

Signature	Total
-----------	--------------

Phone #	Fax #	E-mail	Web Site
5124376499	512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com



601 Commercial Drive
Buda, TX 78610

Estimate

Date	Estimate #
11/30/2021	35737

Name / Address
CITY OF FRIENDSWOOD P.O BOX 1288 FRIENDSWOOD, TX. 77549

Ship To
CITY OF FRIENDSWOOD PUBLIC WORKS 15355 BLACKHAWK BLVD FRIENDSWOOD, TX 77546

P.O. No.	Terms	Rep
	Net 30	VB

Qty	Item	Description	U/M	Rate	Total
24.00	General Sign	18"x variable- .080 street name sign S Friendswood Dr (x12) Edgewood Dr (x2) Shadowbend Av (x2) Spreading Oaks Av (x2) Clearview Av (x2) Castlewood Av (x2) Whispering Pines Av (x2) BUYBOARD CONTRACT #608-20 PLEASE ALLOW 4-6 WEEKS ARO		110.00	2,640.00

Signature _____	Total \$5,725.00
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Phone #	Fax #	E-mail	Web Site
5124376499	512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com

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 7, 2022

Date submitted: 01/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the December 2021 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax Dec 2021

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form



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 10, 2022

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, 2021 is true and correct.

Under my hand and seal this 10th day of January, 2022.

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

01/03/2022 11:40:06 3912060
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 12/01/2021 THRU 12/31/2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 37
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	7,556,448.85	.00	.00	.00	7,556,448.85	.00	.00	.00	7,556,448.85
	I & S	.102167	2,004,480.98	.00	.00	.00	2,004,480.98	.00	.00	.00	2,004,480.98
	TOTAL	.487314	9,560,929.83	.00	.00	.00	9,560,929.83	.00	.00	.00	9,560,929.83
2020	M & O	.392153	9,647.66	.00	1,992.83	.00	11,640.49	2,670.19	.00	.00	14,310.68
	I & S	.095161	2,341.15	.00	483.59	.00	2,824.74	.00	.00	.00	2,824.74
	TOTAL	.487314	11,988.81	.00	2,476.42	.00	14,465.23	2,670.19	.00	.00	17,135.42
2019	M & O	.432160	4,691.15	.00	1,315.84	.00	6,006.99	807.53	.00	.00	6,814.52
	I & S	.089279	969.20	.00	271.83	.00	1,241.03	.00	.00	.00	1,241.03
	TOTAL	.521439	5,660.35	.00	1,587.67	.00	7,248.02	807.53	.00	.00	8,055.55
2018	M & O	.437173	508.12	.00	168.82	.00	676.94	140.41	.00	.00	817.35
	I & S	.095218	110.59	.00	36.77	.00	147.36	.00	.00	.00	147.36
	TOTAL	.532391	618.71	.00	205.59	.00	824.30	140.41	.00	.00	964.71
2017	M & O	.432349	81.32	.00	.00	.00	81.32	.00	.00	.00	81.32
	I & S	.095000	17.95	.00	.00	.00	17.95	.00	.00	.00	17.95
	TOTAL	.527349	99.27	.00	.00	.00	99.27	.00	.00	.00	99.27
2016	M & O	.462000	62.37	.00	.00	.00	62.37	.00	.00	.00	62.37
	I & S	.084000	11.26	.00	.00	.00	11.26	.00	.00	.00	11.26
	TOTAL	.546000	73.63	.00	.00	.00	73.63	.00	.00	.00	73.63
2015	M & O	.497200	53.73	.00	.00	.00	53.73	.00	.00	.00	53.73
	I & S	.071500	7.72	.00	.00	.00	7.72	.00	.00	.00	7.72
	TOTAL	.568700	61.45	.00	.00	.00	61.45	.00	.00	.00	61.45
2014	M & O	.530300	38.91	.00	.00	.00	38.91	.00	.00	.00	38.91
	I & S	.061100	4.47	.00	.00	.00	4.47	.00	.00	.00	4.47
	TOTAL	.591400	43.38	.00	.00	.00	43.38	.00	.00	.00	43.38
2013	M & O	.530300	34.52	.00	1.32	.00	35.84	.00	.00	.00	35.84
	I & S	.061100	3.97	.00	.15	.00	4.12	.00	.00	.00	4.12
	TOTAL	.591400	38.49	.00	1.47	.00	39.96	.00	.00	.00	39.96
2012	M & O	.530700	11.37	.00	.00	.00	11.37	.00	.00	.00	11.37
	I & S	.066300	1.47	.00	.00	.00	1.47	.00	.00	.00	1.47
	TOTAL	.597000	12.84	.00	.00	.00	12.84	.00	.00	.00	12.84
2011	M & O	.521800	.52	.00	.68	.00	1.20	.00	.00	.00	1.20
	I & S	.068400	.07	.00	.09	.00	.16	.00	.00	.00	.16
	TOTAL	.590200	.59	.00	.77	.00	1.36	.00	.00	.00	1.36
2010	M & O	.519800	6.24	.00	.00	.00	6.24	.00	.00	.00	6.24
	I & S	.065300	.84	.00	.00	.00	.84	.00	.00	.00	.84
	TOTAL	.585100	7.08	.00	.00	.00	7.08	.00	.00	.00	7.08

01/03/2022 11:40:06 3912060
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2021 THRU 12/31/2021
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 38
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.499700	5.50	.00	2.34	.00	7.84	.90	.00	.00	8.74
	I & S	.080000	.88	.00	.36	.00	1.24	.00	.00	.00	1.24
	TOTAL	.579700	6.38	.00	2.70	.00	9.08	.90	.00	.00	9.98
2008	M & O	.509700	5.10	.00	.00	.00	5.10	.00	.00	.00	5.10
	I & S	.070000	.70	.00	.00	.00	.70	.00	.00	.00	.70
	TOTAL	.579700	5.80	.00	.00	.00	5.80	.00	.00	.00	5.80
2007	M & O	.501600	5.00	.00	5.88	.00	10.88	.00	.00	.00	10.88
	I & S	.074800	.80	.00	.91	.00	1.71	.00	.00	.00	1.71
	TOTAL	.576400	5.80	.00	6.79	.00	12.59	.00	.00	.00	12.59
2005	M & O	.524300	.52	.00	1.06	.00	1.58	.36	.00	.00	1.94
	I & S	.079700	.08	.00	.16	.00	.24	.00	.00	.00	.24
	TOTAL	.604000	.60	.00	1.22	.00	1.82	.36	.00	.00	2.18
ALL	M & O		7,571,600.88	.00	3,488.77	.00	7,575,089.65	3,619.39	.00	.00	7,578,709.04
ALL	I & S		2,007,952.13	.00	793.86	.00	2,008,745.99	.00	.00	.00	2,008,745.99
ALL	TOTAL		9,579,553.01	.00	4,282.63	.00	9,583,835.64	3,619.39	.00	.00	9,587,455.03
DLQ	M & O		15,152.03	.00	3,488.77	.00	18,640.80	3,619.39	.00	.00	22,260.19
DLQ	I & S		3,471.15	.00	793.86	.00	4,265.01	.00	.00	.00	4,265.01
DLQ	TOTAL		18,623.18	.00	4,282.63	.00	22,905.81	3,619.39	.00	.00	26,525.20
CURR	M & O		7,556,448.85	.00	.00	.00	7,556,448.85	.00	.00	.00	7,556,448.85
CURR	I & S		2,004,480.98	.00	.00	.00	2,004,480.98	.00	.00	.00	2,004,480.98
CURR	TOTAL		9,560,929.83	.00	.00	.00	9,560,929.83	.00	.00	.00	9,560,929.83

01/03/2022 11:31:48
TC298-W SELECTION: DEPOSIT

3912060

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2021 THRU 12/31/2021
JURISDICTION: 337 FRIENDWD CITY

PAGE: 37
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 CP211214	366631	202111	456.01-	0.00	186.96-	128.59-CERT20TX054	0.00	771.56-TR
2018 TOTAL			456.01-	0.00	186.96-	128.59-	0.00	771.56-
2019 CP211214	366631	202111	819.58-	0.00	229.48-	0.00 CERT20TX054	0.00	1,049.06-TR
2019 CP211214	366631	202111	110.58-	0.00	30.96-	0.00 CERT20TX054	0.00	141.54-TR
2019 CP211214	366631	202111	819.58-	0.00	229.48-	0.00 CERT20TX054	0.00	1,049.06-TR
2019 CP211214	366631	202111	1,528.58-	0.00	519.72-	409.66-CERT20TX054	0.00	2,457.96-TR
2019 TOTAL			3,278.32-	0.00	1,009.64-	409.66-	0.00	4,697.62-
2020 RF211215	1000450000008	202012	213.44-	0.00	0.00	0.00 HK16	213.44	0.00 RF
2020 RF211215	1000450000008	202012	0.00	0.00	0.00	0.00 HK16	213.44-	213.44-RF
2020 CP211214	366631	202111	2,966.42-	0.00	652.61-	723.81-CERT20TX054	0.00	4,342.84-TR
2020 RF211215	H2282636	202101	1.93-	0.00	0.00	0.00 HK16	1.93	0.00 RF
2020 RF211215	H2282636	202101	0.00	0.00	0.00	0.00 HK16	1.93-	1.93-RF
2020 TOTAL			3,181.79-	0.00	652.61-	723.81-	0.00	4,558.21-

2021 951122021T	1055780000002	202111	71.54-	0.00	0.00	0.00 HS032021061	0.00	71.54-TR
2021 807959122321	1084770000006	202112	1,438.42-	0.00	0.00	0.00 CERT	0.00	1,438.42-TR
2021 807959122321	168343	202112	298.59-	0.00	0.00	0.00 CERT	0.00	298.59-TR
2021 864121021CHC	168378	202112	643.99-	0.00	0.00	0.00 CERT	0.00	643.99-TR
2021 941120621T	201160	202111	914.98-	0.00	0.00	0.00 CERT	0.00	914.98-TR
2021 763122721T	201176	202110	96.85-	0.00	0.00	0.00 CERT	0.00	96.85-TR
2021 864120321CHC	201596	202111	1,476.54-	0.00	0.00	0.00 CERT	0.00	1,476.54-TR
2021 951121421T2	202075	202111	122.53-	0.00	0.00	0.00 CERT	0.00	122.53-TR
2021 763123121T	202251	202111	179.49-	0.00	0.00	0.00 CERT	0.00	179.49-TR
2021 763122921T	202730	202112	62.42-	0.00	0.00	0.00 CERT	0.00	62.42-TR
2021 763122921T	202794	202112	1,092.51-	0.00	0.00	0.00 CERT	0.00	1,092.51-TR
2021 941120921T	229136	202111	888.19-	0.00	0.00	0.00 CERT	0.00	888.19-TR
2021 763122821T	306929	202112	1,092.85-	0.00	0.00	0.00 CERT	0.00	1,092.85-TR
2021 864121621PHC	387523	202112	1,566.80-	0.00	0.00	0.00 CERT	0.00	1,566.80-RI
2021 845973121621	401045	202112	1,578.55-	0.00	0.00	0.00 CERT	0.00	1,578.55-TR
2021 864122921CHC	405234	202112	2,498.95-	0.00	0.00	0.00 CERT	0.00	2,498.95-TR
2021 RF211215	H0152258	202110	0.02-	0.00	0.00	0.00 HK04	0.02-	0.02-RF
2021 RF211215	H0152258	202110	0.00	0.00	0.00	0.00 HK04	0.02	0.00 RF
2021 RF211215	H0152358	202110	0.01-	0.00	0.00	0.00 HK04	0.01-	0.01-RF
2021 RF211215	H0215517	202111	0.02-	0.00	0.00	0.00 HK04	0.02	0.00 RF
2021 RF211215	H0215517	202111	0.00	0.00	0.00	0.00 HK04	0.02-	0.02-RF
2021 RF211215	H0427773	202002	0.02-	0.00	0.00	0.00 HK04	0.02	0.00 RF

01/03/2022 11:31:48
TC298-M SELECTION: DEPOSIT

3912060

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2021 THRU 12/31/2021
JURISDICTION: 337 FRIENDWD CITY

PAGE: 38
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021 RF211215	H0427773	202002	0.00	0.00	0.00	0.00 HK04	0.02-	0.02-RF
2021 RF211215	H0599893	202110	0.00	0.00	0.00	0.00 HK04	0.01-	0.01-RF
2021 RF211215	H0599893	202110	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H0766249	202110	0.00	0.00	0.00	0.00 HK04	0.01-R	0.01-RF
2021 RF211215	H0766249	202110	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H0827093	202111	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H0827093	202111	0.00	0.00	0.00	0.00 HK04	0.01-	0.01-RF
2021 RF211215	H0896046	202111	0.00	0.00	0.00	0.00 HK04	0.01-	0.01-RF
2021 RF211215	H0896046	202111	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H0896067	202112	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H0896067	202110	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H0896069	202110	0.00	0.00	0.00	0.00 HK04	0.03-	0.03-RF
2021 RF211215	H2098520	202110	0.03-	0.00	0.00	0.00 HK04	0.03	0.00 RF
2021 RF211215	H2123982	202111	0.00	0.00	0.00	0.00 HK04	0.02-	0.02-RF
2021 RF211215	H2123982	202111	0.02-	0.00	0.00	0.00 HK04	0.02	0.00 RF
2021 RF211215	H2123983	202111	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H2123983	202111	0.00	0.00	0.00	0.00 HK04	0.01-R	0.01-RF
2021 RF211215	H2164194	202111	0.02-	0.00	0.00	0.00 HK04	0.02	0.00 RF
2021 RF211215	H2164194	202111	0.00	0.00	0.00	0.00 HK04	0.02-	0.02-RF
2021 RF211215	H2164195	202111	0.00	0.00	0.00	0.00 HK04	0.02	0.00 RF
2021 RF211215	H2164348	202110	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF
2021 RF211215	H2164348	202111	0.00	0.00	0.00	0.00 HK04	0.03	0.00 RF
2021 RF211215	H2194400	202111	0.03-	0.00	0.00	0.00 HK04	0.04-	0.04-RF
2021 RF211215	H2203590	202111	0.00	0.00	0.00	0.00 HK04	0.04	0.00 RF
2021 RF211215	H2203595	202110	0.00	0.00	0.00	0.00 HK04	0.02-	0.02-RF
2021 RF211215	H2203995	202110	0.02-	0.00	0.00	0.00 HK04	0.02	0.00 RF
2021 RF211215	H2219164	202111	0.00	0.00	0.00	0.00 HK04	0.01-	0.01-RF
2021 RF211215	H2219164	202111	0.01-	0.00	0.00	0.00 HK04	0.01	0.00 RF

2021 TOTAL

14,023.54-

0.00

0.00

0.00

0.00

14,023.54-

TOTAL REVERSALS

20,939.66-

0.00

1,849.21-

1,262.06-

0.00

24,050.93-

01/03/2022 11:31:48
TC298-N SELECTION: DEPOSIT

3912060

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 12/01/2021 THRU 12/31/2021
JURISDICTION: 337 FRIENDMD CITY

PAGE: 18
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2005 TOTAL			0.60	0.00	1.22	0.36	0.00	2.18
2007 TOTAL			5.80	0.00	6.79	0.00	0.00	12.59
2008 TOTAL			5.80	0.00	0.00	0.00	0.00	5.80
2009 TOTAL			6.38	0.00	2.70	0.90	0.00	9.98
2010 TOTAL			7.08	0.00	0.00	0.00	0.00	7.08
2011 TOTAL			0.59	0.00	0.77	0.00	0.00	1.36
2012 TOTAL			12.84	0.00	0.00	0.00	0.00	12.84
2013 TOTAL			38.49	0.00	1.47	0.00	0.00	39.96
2014 TOTAL			43.38	0.00	0.00	0.00	0.00	43.38
2015 TOTAL			61.45	0.00	0.00	0.00	0.00	61.45
2016 TOTAL			73.63	0.00	0.00	0.00	0.00	73.63
2017 TOTAL			99.27	0.00	0.00	0.00	0.00	99.27
2018 TOTAL			1,074.72	0.00	392.55	269.00	0.00	1,736.27
2019 TOTAL			8,938.67	0.00	2,597.31	1,217.19	0.00	12,753.17
2020 TOTAL			15,170.60	0.00	3,129.03	3,394.00	0.00	21,693.63
2021 TOTAL			9,574,953.37	0.00	0.00	0.00	0.00	9,574,953.37
TOTAL PAYMENTS			9,600,492.67	0.00	6,131.84	4,881.45	0.00	9,611,505.96
2018 TOTAL			456.01-	0.00	186.96-	128.59-	0.00	771.56-
2019 TOTAL			3,278.32-	0.00	1,009.64-	409.66-	0.00	4,697.62-
2020 TOTAL			3,181.79-	0.00	652.61-	723.81-	0.00	4,558.21-
2021 TOTAL			14,023.54-	0.00	0.00	0.00	0.00	14,023.54-
TOTAL REVERSALS			20,939.66-	0.00	1,849.21-	1,262.06-	0.00	24,050.93-
TOTAL FOR UNIT			9,579,553.01	0.00	4,282.63	3,619.39	0.00	9,587,455.03

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2021 TO 12/31/2021

PAGE: 20
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667,192	234,357,383	4,449,024,575	00.487314	20,946,702.21	9,636

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	19,829,708.43	1,116,993.78	1,116,993.78	11,556,767.43	11,556,767.43	9,389,934.78	55.17	0.00
2020	163,896.15	14,574.53-	14,574.53-	83,345.04	83,345.04	65,976.58	55.82	0.00
2019	51,659.09	5,386.09-	5,386.09-	8,969.72	8,969.72	37,303.28	19.38	0.04-
2018	26,368.69	1,116.38-	1,116.38-	2,233.73	2,233.73	23,018.58	8.85	0.00
2017	16,281.55	65.92-	65.92-	613.95	613.95	15,601.68	3.79	0.00
2016	14,103.51	123.32-	123.32-	302.80	302.80	13,677.39	2.17	123.32-
2015	13,124.77	.00	0.00	134.99	134.99	12,989.78	1.03	0.00
2014	13,834.13	.00	0.00	254.82	254.82	13,579.31	1.84	0.00
2013	10,663.54	.00	0.00	43.34	43.34	10,620.20	.41	0.00
2012	10,529.67	.00	0.00	19.91	19.91	10,509.76	.19	0.00
2011	9,853.75	.00	0.00	4.47	4.47	9,849.28	.05	0.00
2010	4,816.43	188.90-	188.90-	10.93	10.93	4,616.60	.24	188.90-
2009	6,212.93	145.52-	145.52-	6.38	6.38	6,061.03	.11	145.52-
2008	5,594.70	625.90-	625.90-	5.80	5.80	4,963.00	.12	625.90-
2007	1,976.80	622.34-	622.34-	5.80	5.80	1,348.66	.43	622.34-
2006	2,757.39	.00	0.00	0.00	0.00	2,757.39		0.00
2005	1,421.45	.00	0.00	0.60	0.60	1,420.85	.04	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	412.09-	412.09-	0.00	0.00	512.76		412.09-
2001	941.66	412.09-	412.09-	0.00	0.00	529.57		412.09-
2000	510.23	412.09-	412.09-	0.00	0.00	98.14		412.09-
****	20,186,467.31	1,092,908.61	1,092,908.61	11,652,719.71	11,652,719.71	9,626,656.21		2,942.29-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	5,827,810,207	5,827,810,207	62,881,832	185,640	63,067,472	5,890,877,679
AG EXCLUSION	33,691,313	33,691,313	204,734	0	204,734	33,896,047
IMPROVEMENTS	775,157,465	775,157,465	229,677,624	7,095,381-	222,582,243	997,739,708
APPRAISED VALUE	5,827,810,207	5,827,810,207	292,559,456	6,909,741-	285,649,715	6,113,459,922
EXEMPTIONS	1,579,451,702	1,579,451,702	47,729,339	3,562,993	51,292,332	1,630,744,034
TAXABLE VALUE	4,214,667,192	4,214,667,192	244,830,117	10,472,734-	234,357,383	4,449,024,575
LEVY	19,829,708.43	19,829,708.43	1,170,017.12	53,023.34-	1,116,993.78	20,946,702.21
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	532	32	33	10,331
OVER 65	3,255	3,255	156	28	29	3,284
DISABLED	181	181	6	1	1	182
VETERAN	240	240	15	2	2	242
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	1,872,520-	1,872,520-	704,540,820
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	1,872,520-	1,872,520-	5,041,401,732
EXEMPTIONS	1,218,139,975	1,218,139,975	0	1,176,196	1,176,196	1,219,316,171
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	3,048,716-	3,048,716-	3,794,748,253
LEVY	163,896.15	163,896.15	.00	14,574.53-	14,574.53-	149,321.62
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	21	21	10,241
OVER 65	3,163	3,163	0	10	10	3,173
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	726,366	1,800-	724,566	646,656,438
APPRAISED VALUE	4,537,437,822	4,537,437,822	726,366	1,800-	724,566	4,538,162,388
EXEMPTIONS	1,018,439,121	1,018,439,121	726,366	910,497	1,636,863	1,020,075,984
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	912,297-	912,297-	3,493,402,713
LEVY	51,659.09	51,659.09	.00	5,386.09-	5,386.09-	46,273.00
UNCOLLECTIBLE	.00	.04	.00	.00	.00	.04
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	13	13	10,013
OVER 65	2,975	2,975	0	7	7	2,982
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	3	3	208
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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INCLUDES AG ROLLBACK

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	1,800-	1,800-	617,898,609
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,800-	1,800-	4,207,372,718
EXEMPTIONS	891,117,422	891,117,422	0	207,716	207,716	891,325,138
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	209,516-	209,516-	3,292,204,670
LEVY	26,368.69	26,368.69	.00	1,116.38-	1,116.38-	25,252.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	3	3	10,004
OVER 65	2,897	2,897	0	3	3	2,900
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	2	2	206
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	0	0	0	615,911,811
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
EXEMPTIONS	988,826,434	988,826,434	0	12,500	12,500	988,838,934
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	12,500-	12,500-	3,263,988,098
LEVY	16,281.55	16,281.55	.00	65.92-	65.92-	16,215.63
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	2	2	209
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	14,103.51	14,103.51	.00	123.32-	123.32-	13,980.19
UNCOLLECTIBLE	.00	123.32	.00	.00	.00	123.32
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	0	0	2,281,486,034
LEVY	4,816.43	4,816.43	.00	188.90-	188.90-	4,627.53
UNCOLLECTIBLE	.00	188.90	.00	.00	.00	188.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2009
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	6,212.93	6,212.93	.00	145.52-	145.52-	6,067.41
UNCOLLECTIBLE	.00	145.52	.00	.00	.00	145.52
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2008

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ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
AG EXCLUSION	20,583,444	20,583,444	0	0	0	20,583,444
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
EXEMPTIONS	514,930,336	514,930,336	0	0	0	514,930,336
TAXABLE VALUE	1,810,312,067	1,810,312,067	0	0	0	1,810,312,067
LEVY	5,594.70	5,594.70	.00	625.90-	625.90-	4,968.80
UNCOLLECTIBLE	.00	625.90	.00	.00	.00	625.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	7,211	7,211	0	1	1	7,212
OVER 65	1,423	1,423	0	0	0	1,423
DISABLED	98	98	0	1	1	99
VETERAN	127	127	0	0	0	127
TOTAL EXEMPT	517	517	0	0	0	517

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2007
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL 08/01/2021	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
AG EXCLUSION	27,382,734	27,382,734	0	0	0	27,382,734
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
EXEMPTIONS	624,625,914	624,625,914	0	0	0	624,625,914
TAXABLE VALUE	2,116,476,920	2,116,476,920	0	0	0	2,116,476,920
LEVY	1,976.80	1,976.80	.00	622.34-	622.34-	1,354.46
UNCOLLECTIBLE	.00	622.34	.00	.00	.00	622.34
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,235	9,235	0	0	0	9,235
OVER 65	1,781	1,781	0	0	0	1,781
DISABLED	159	159	0	0	0	159
VETERAN	168	168	0	0	0	168
TOTAL EXEMPT	587	587	0	0	0	587

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	924.85	924.85	.00	412.09-	412.09-	512.76
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2001
JURISDICTION: 0337 FRIENDWD CITY

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	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	941.66	941.66	0.00	412.09-	412.09-	529.57
UNCOLLECTIBLE	0.00	412.09	0.00	0.00	0.00	412.09
RECEIVABLE					0.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	510.23	510.23	.00	412.09-	412.09-	98.14
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: January 4, 2022 4:50 PM

For Remitted Deposit Dates 12/01/2021 thru 12/31/2021 as of 01/04/2022

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 72173	Print Date:12/07/2021						
	Current	136,972.19	36,334.26	0.00	0.00	0.00	173,306.45
	Delq	42.76	10.37	0.00	0.00	0.00	53.13
Last Deposit Date	12/01/2021	\$137,014.95	\$36,344.63	\$0.00	\$0.00	\$0.00	\$173,359.58
ACH 72217	Print Date:12/07/2021						
	Current	56,669.45	15,032.56	0.00	0.00	0.00	71,702.01
	Delq	669.82	138.30	0.00	0.00	0.00	808.12
Last Deposit Date	12/02/2021	\$57,339.27	\$15,170.86	\$0.00	\$0.00	\$0.00	\$72,510.13
ACH 72262	Print Date:12/08/2021						
	Current	97,460.18	25,852.99	0.00	0.00	0.00	123,313.17
	Delq	1,262.78	303.49	0.00	0.00	0.00	1,566.27
Last Deposit Date	12/03/2021	\$98,722.96	\$26,156.48	\$0.00	\$0.00	\$0.00	\$124,879.44
ACH 72308	Print Date:12/09/2021						
	Current	97,093.78	25,755.85	0.00	0.00	0.00	122,849.63
	Delq	750.45	182.12	0.00	0.00	0.00	932.57
Last Deposit Date	12/06/2021	\$97,844.23	\$25,937.97	\$0.00	\$0.00	\$0.00	\$123,782.20
ACH 72354	Print Date:12/09/2021						
	Current	65,298.87	17,321.66	0.00	0.00	0.00	82,620.53
	Delq	660.86	137.10	0.00	0.00	0.00	797.96
Last Deposit Date	12/07/2021	\$65,959.73	\$17,458.76	\$0.00	\$0.00	\$0.00	\$83,418.49
ACH 72399	Print Date:12/10/2021						
	Current	171,004.77	45,362.05	0.00	0.00	0.00	216,366.82
	Delq	1.96	0.48	0.00	0.00	0.00	2.44
Last Deposit Date	12/08/2021	\$171,006.73	\$45,362.53	\$0.00	\$0.00	\$0.00	\$216,369.26
ACH 72443	Print Date:12/10/2021						
	Current	62,403.43	16,553.59	0.00	0.00	0.00	78,957.02
	Delq	563.87	136.84	0.00	0.00	0.00	700.71
Last Deposit Date	12/09/2021	\$62,967.30	\$16,690.43	\$0.00	\$0.00	\$0.00	\$79,657.73
ACH 72487	Print Date:12/13/2021						
	Current	130,940.64	34,734.34	0.00	0.00	0.00	165,674.98
	Delq						
Last Deposit Date	12/10/2021	\$130,940.64	\$34,734.34	\$0.00	\$0.00	\$0.00	\$165,674.98
ACH 72530	Print Date:12/15/2021						
	Current	42,100.98	11,168.02	0.00	0.00	0.00	53,269.00
	Delq	7,005.82	1,558.52	0.00	0.00	0.00	8,564.34
Last Deposit Date	12/13/2021	\$49,106.80	\$12,726.54	\$0.00	\$0.00	\$0.00	\$61,833.34
ACH 72573	Print Date:12/16/2021						
	Current	198,923.13	52,767.76	0.00	0.00	0.00	251,690.89
	Delq	93.34	22.65	0.00	0.00	0.00	115.99
Last Deposit Date	12/14/2021	\$199,016.47	\$52,790.41	\$0.00	\$0.00	\$0.00	\$251,806.88
ACH 72619	Print Date:12/17/2021						
	Current	101,148.91	26,831.54	0.00	0.00	0.00	127,980.45
	Delq	753.01	149.84	0.00	0.00	0.00	902.85
Last Deposit Date	12/15/2021	\$101,901.92	\$26,981.38	\$0.00	\$0.00	\$0.00	\$128,883.30

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: January 4, 2022 4:50 PM

For Remitted Deposit Dates 12/01/2021 thru 12/31/2021 as of 01/04/2022

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 72665	Print Date:12/17/2021						
	Current	232,608.35	61,703.44	0.00	0.00	0.00	294,311.79
	Delq	32.27	6.69	0.00	0.00	0.00	38.96
Last Deposit Date 12/16/2021		\$232,640.62	\$61,710.13	\$0.00	\$0.00	\$0.00	\$294,350.75
ACH 72710	Print Date:12/20/2021						
	Current	166,640.61	44,204.39	0.00	0.00	0.00	210,845.00
	Delq	158.08	36.75	0.00	0.00	0.00	194.83
Last Deposit Date 12/17/2021		\$166,798.69	\$44,241.14	\$0.00	\$0.00	\$0.00	\$211,039.83
ACH 72755	Print Date:12/22/2021						
	Current	130,699.34	34,670.29	0.00	0.00	0.00	165,369.63
	Delq	81.13	15.54	0.00	0.00	0.00	96.67
Last Deposit Date 12/20/2021		\$130,780.47	\$34,685.83	\$0.00	\$0.00	\$0.00	\$165,466.30
ACH 72799	Print Date:12/22/2021						
	Current	69,744.94	18,501.10	0.00	0.00	0.00	88,246.04
	Delq						
Last Deposit Date 12/21/2021		\$69,744.94	\$18,501.10	\$0.00	\$0.00	\$0.00	\$88,246.04
ACH 72842	Print Date:12/27/2021						
	Current	143,105.70	37,961.31	0.00	0.00	0.00	181,067.01
	Delq	143.44	28.03	0.00	0.00	0.00	171.47
Last Deposit Date 12/22/2021		\$143,249.14	\$37,989.34	\$0.00	\$0.00	\$0.00	\$181,238.48
ACH 72886	Print Date:12/28/2021						
	Current	126,283.08	33,498.81	0.00	0.00	0.00	159,781.89
	Delq	1,083.64	253.92	0.00	0.00	0.00	1,337.56
Last Deposit Date 12/23/2021		\$127,366.72	\$33,752.73	\$0.00	\$0.00	\$0.00	\$161,119.45
ACH 72931	Print Date:12/29/2021						
	Current	310,783.71	82,440.73	0.00	0.00	0.00	393,224.44
	Delq	2,211.11	534.32	0.00	0.00	0.00	2,745.43
Last Deposit Date 12/27/2021		\$312,994.82	\$82,975.05	\$0.00	\$0.00	\$0.00	\$395,969.87
ACH 72979	Print Date:12/29/2021						
	Current	3,936,608.28	1,044,254.60	0.00	0.00	0.00	4,980,862.88
	Delq	704.38	169.76	0.00	0.00	0.00	874.14
Last Deposit Date 12/28/2021		\$3,937,312.66	\$1,044,424.36	\$0.00	\$0.00	\$0.00	\$4,981,737.02
ACH 73024	Print Date:12/31/2021						
	Current	364,321.27	96,642.63	0.00	0.00	0.00	460,963.90
	Delq	2,322.10	561.88	0.00	0.00	0.00	2,883.98
Last Deposit Date 12/29/2021		\$366,643.37	\$97,204.51	\$0.00	\$0.00	\$0.00	\$463,847.88
ACH 73069	Print Date:01/03/2022						
	Current	190,582.95	50,555.49	0.00	0.00	0.00	241,138.44
	Delq	68.56	12.65	0.00	0.00	0.00	81.21
Last Deposit Date 12/30/2021		\$190,651.51	\$50,568.14	\$0.00	\$0.00	\$0.00	\$241,219.65
ACH 73116	Print Date:01/03/2022						
	Current	725,054.29	192,333.57	0.00	0.00	0.00	917,387.86
	Delq	31.42	5.76	0.00	0.00	0.00	37.18
Last Deposit Date 12/31/2021		\$725,085.71	\$192,339.33	\$0.00	\$0.00	\$0.00	\$917,425.04

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: January 4, 2022 4:50 PM

For Remitted Deposit Dates 12/01/2021 thru 12/31/2021 as of 01/04/2022

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337	FRIENDWD CITY						
	Total:	\$7,575,089.65	\$2,008,745.99	\$0.00	\$0.00	\$0.00	\$9,583,835.64

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 7, 2022

Date submitted: 01/02/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held December 6, 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Regular Meeting held on December 6, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 12 06 CC Meeting Minutes (Draft)

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
DECEMBER 6, 2021**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, DECEMBER 6, 2021, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
 Mike Foreman	 Mayor
 Morad Kabiri	 City Manager
Mary Kay Fischer	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Justin Baldwin from The Harbor Church.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey stated that the Library's annual book sale will take place December 11th through the 15th; residents can get a bag of books for \$5 and a box of books for \$10. Further, he stated that the Library does deliver books to residents, anyone interested just needs to call the Library for further assistance.

Councilmember Branson stated that the Friendswood CDEC held a retreat this week, led by Ron Cox that went very well. She further noted that there will be a Christmas tree lighting at the Brown Museum tomorrow evening beginning at 7:00 P.M. with a children's choir, wassail and gingerbread, all are welcome.

Councilmember Hanks stated that she attended a Planning and Zoning workshop last Thursday that went very well. She wanted to thank the commissioners and the staff for all their hard work to make the city run more smoothly.

Mayor Pro Tem Griffon announced that he was running for re-election in the upcoming May election.

Councilmember Erenwert also announced that he was running for re-election in the upcoming May election.

Mayor and Council wished everyone Merry Christmas and a Happy New Year.

5. PUBLIC COMMUNICATIONS

Mayor Foreman stated that to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comments, speakers shall refrain from any outbursts, or interjections including but not limited to applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

Kyle Winnie requested to speak before the Council regarding the gas station that is being proposed to go in across from the new Cline Elementary School site. He inquired about the permitting of alcohol, which was noted could not be permitted per the City's distance requirements. He also stated he could serve as a liaison of sorts with the residents of the West Ranch Management District, in which he resides. In response, Mayor and Council encouraged Mr. Winnie to volunteer in any one of the City's many boards and committees.

David Allen requested to speak before the Council in regard to the COVID vaccine and provided Council with related data.

6. COUNCIL FOR A DAY

A. Consideration and possible action regarding a proposed resolution declaring December 13, 2021, as Westwood Elementary School Day in the City of Friendswood, Texas.

Mayor Foreman introduced the students and teachers from Westwood Elementary. He noted that the Council for a Day Program allows for second graders from the three elementary schools in Friendswood to "take over" the council dais and sit-in for the council and staff members. The participants included the following:

Position	Student Name	Teacher Name
City Secretary 1 (Brysch)	Connor Weatherford	Leigha Trahan
City Secretary 2 (Brysch)	Casen Devers	Melissa Comer
Councilmember 1 (Rockey)	Gracen Miller	Allye Deaton

Councilmember 2 (Branson)	Drew Martinek	Lexie Compton
Councilmember 3 (Hanks)	Hudson Shields	Darian Register
Mayor (Foreman)	Crawford Wells	Jennifer Ellis
Councilmember 4 (Griffon)	Dax Gutierrez	Teresa Waltenbaugh
Councilmember 5 (Scott)	Makayla Ward	Julie Delka
Councilmember 6 (Erenwert)	Paige White	Kelli Rye
City Manager (Kabiri)	Brinley Livesay	Pam Kutz
City Attorney (Fischer)	Aria Stephenson	Lauren Jones

A motion was made by Councilmember Gracen Miller (Steve Rockey) and seconded by Councilmember Drew Martinek (Sally Branson) to approve Resolution No. R2021-28, related to Item 6.A. The vote was the following:

Ayes: Mayor Crawford Wells (Mike Foreman), Councilmember Hudson Shields (Trish Hanks), Councilmember Gracen Miller (Steve Rockey), Councilmember Drew Martinek (Sally Branson), Mayor Pro Tem Dax Gutierrez (Robert J. Griffon), Councilmember Makayla Ward (John Scott) and Councilmember Paige White (Brent Erenwert).

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2021-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING DECEMBER 13, 2021, AS WESTWOOD ELEMENTARY SCHOOL DAY IN THE CITY OF FRIENDSWOOD, TEXAS.

7. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

A. Present the City of Friendswood 5 Star Spirit Awards for the third quarter of 2021 to Santiago Aguilera, Eulogio Ortiz, Raul Ramos, and Jorge Renderos in the Public Works Department as well as Jeff Spears in the Administrative Services Department.

City Manager Morad Kabiri presented the awards to Santiago Aguilera, Eulogio Ortiz, Raul Ramos, and Jorge Renderos in the Public Works Department, and Jeff Spears in the Administrative Services Department and thanked them for the exceptional service to the community and organization.

8. WORK SESSION

A. Present an update regarding the Capital Improvement Projects.

Director of Engineering Jildardo Arias presented the item and stated that he would be giving the Council an update on the City's Capital Improvement Projects (CIP). He stated that the City is finishing up a lot

of its projects and noted that before they begin the next round of big CIP projects, they want to start to have some flood control projects come online.

Mr. Arias noted that the first project on this list for discussion is Lift Station 23, located at 2101 S. Friendswood Drive. He stated that in spite of a few hiccups, the project is substantially complete, and the lift station is on service and running great. Mr. Arias noted that staff is in the process of addressing some punch list items and anticipate final acceptance on this item next month.

Mr. Arias noted that the next item is Fire Station #2 Reconstruction Project. He noted that staff has 100% of the construction documents delivered and are anticipating the guaranteed maximum price to be delivered to the City Council for approval at the next council meeting in January.

Mr. Arias stated that the bid packet for this project has been out and are expecting to receive those bids next week. He stated that once staff receives and checks the number submitted by the contractor staff will verify said information in order to arrive at a guaranteed maximum price for this project. He further noted that this item would be brought before the Council for action at next month's meeting, assuming everything goes right. Mr. Arias further noted that the same information can be said of the Public Safety Building Expansion located at 1600 Whitaker Drive as these two projects have been on the same time frame and approval track.

As it related to the Blackhawk Facility Renovation and Emergency Shelter, staff has an initial layout that has been in the review process with the City's architect PGAL. Mr. Arias noted that the City's needs assessment has been completed based on feedback received from Engineering, Public Works, the Parks Department and other departments and office impacted by this project. He stated that it is the desire of the staff that these plans be completed prior to his next CIP quarterly update before the Council.

Mr. Arias stated that the next update is related to the Friendswood Parkway Project, formerly known as Friendswood Lakes Boulevard. He noted that the grand opening for this street has taken place as it is substantially complete and in service. Mr. Arias further stated that staff is working with Galveston County and its contractor to address some of the odds and ends related to the project and if all goes well, this project can be closed out next month.

Mr. Arias stated that as it relates to the 2022 Asphalt Street Maintenance Program, the bid documents are being worked on by the Engineering Department and are in process. He stated that the staff aims to have this out for bid soon in order to see construction begin in the spring of 2022 as they would like to take advantage of the warm weather.

Lastly, Mr. Arias gave a couple updates on TxDOT projects noting that (1) the FM518 Curb and Ramp Project has ongoing construction and the traffic signal for this location is forthcoming and (2) the Leisure Lane Traffic Signal at FM 518 Project is going well as the signals have been installed and are just awaiting the installation of the new transformers to energize the signals.

In response to a question from the Council, Mr. Arias stated that the list of streets that will be a part of the 2022 Street Maintenance Program is live and available on the City's website. He further noted that he would make sure the Council receives the link to said list after the meeting.

Mr. Arias, in response to a question from Mayor Pro Tem Griffon in regard to the striping of streets, further stated that the staff is currently working through the striping of streets through a road striping contract as there are some streets that are in major need of restriping, and that will be happening soon.

Councilmember Hanks noted that the light on Leisure Lane impacts many on that side of the city, and asked if there was something staff could do to encourage TNMP to install the needed transformers, sooner rather than later. Mayor Foreman responded that staff has reached out to TNMP several times and will continue to do so. He further noted that TxDOT was the holdup on this project for the longest time, so it hasn't been TNMP the whole time and assured Councilmember Hanks that the information she had given out on these delays has been accurate.

Mr. Arias noted that he is awaiting a response from the new Interim Southeast Area Engineer with TxDOT, about the time frame for this signal to be ready and completed.

Councilmember Hanks asked about the status of a traffic speed study with TxDOT for double turn lanes at that intersection of 528 and 518. City Manager Morad Kabiri stated that staff has had some conversation with TxDOT on this item; however, they have not yet adopted it as they want to do the other measures first; i.e., the energizing of the signal at Leisure Lane and 518, as well as making the slip turn movement at Hunters Lane prohibitive of any cross through traffic from Hunters Lane to Chick-fil-A. Mr. Kabiri stated that staff will re-engage TxDOT on this item to try and elevate its importance.

Mayor Pro Tem Griffon inquired if the speed limit being lowered from 528 down to West Ranch could have affected anything with the traffic flow and did the city have any control of those speed limits. Mr. Arias noted that that staff can certainly engage TxDOT on this item and requested a study and noted that ultimately, once a traffic study is completed, if it is something that's necessary, it would require an action via ordinance to change said speed limits.

Mayor Pro Tem Griffon asked if staff could give the Council an overview of the conduit work that's also going on down FM 518, so the public is aware of what TxDOT is doing. Mr. Arias noted that in addition to the sidewalk that is being replaced and the traffic signals that are being installed, there is also an electrical conduit that is being installed, which will eventually be used by the Friendswood Downtown Economic Development Corporation Project for a standardized lighting project throughout downtown.

Mayor and Council thanked Mr. Arias and the Engineering staff for all their hard work on these very important projects.

CITY MANAGER'S REPORT

A. Present an update regarding Parks and Recreation and Keep Friendswood Beautiful's recent recognitions.

City Manager Morad Kabiri presented the item and stated that recently the Parks Department and the Keep Friendswood Beautiful Board were again recognized by the Houston-Galveston Area Council for two projects: (1) Friendswood Fairy Trail and (2) Pollinator Garden.

Mr. Kabiri noted that these projects were highlighted at their awards program at the Fairy Trail, which has received a lot of recognition and praise in the last several months. He further noted that both the Fairy Trail and the Pollinator Garden are located in Stevenson Park and both projects were selected by the H-GAC Natural Areas Award Planning Category. Mr. Kabiri noted that these projects will be recognized this February at an official ceremony and congratulated the Parks staff and KFB members for their amazing work.

Mr. Kabiri also stated that this year's Santa in the Park had over 6,000 people in attendance, which is a record, especially coming off the heels of COVID. He stated that last weekend's event was an exceptional day of events that culminated in the Christmas tree lighting and some fireworks. Mr. Kabiri thanked the Parks Department, the Police Department, the Public Works Department for all the work that they did to make this event a success.

9. BUSINESS ITEMS

A. Discuss and take possible action on the appointment of Kelly Browning to Keep Friendswood Beautiful for a three-year term beginning immediately and ending November 2024.

A motion was made by Councilmember Erenwert and seconded by Councilmember Hanks approving the appointment of Kelly Browning to Keep Friendswood Beautiful for a three-year term beginning immediately and ending November 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Discuss and take possible action on the appointment of Cynthia Bowman to the Investment Committee to replace Larry Collison for a three-year term beginning November 2021 and ending in November 2024.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Scott to approve the appointment of Cynthia Bowman to the Investment Committee to replace Larry Collison for a three-year term beginning November 2021 and ending in November 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Discuss and take possible action regarding approving a contract with the Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the City and authorizing the Mayor to execute the contract.

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. The contract with the Historical Society requires them to provide an annual financial report and an annual festival each year to carry out their mission. The Annual Heritage Day Festival is held in conjunction with the Fig Festival and the Society's Histor-ween event will be supported by this contract.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve a contract with the Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the City and authorizing the Mayor to execute the contract. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously

D. Consideration and take possible action regarding approving a contract with ICS for the public safety software update.

This item was discussed in a previous City Council Work Session, and per the direction given, the Police Department identified a new vendor for its public safety software because of the current software vendor's decision to discontinue the current software product - Central Square.

After an in-depth review of software options, the Police Department selected ICS as the new vendor with its public safety software package. ICS is an H-GAC contract vendor with many years of public safety software experience and staff recommended its approval.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve a contract with ICS for the public safety software update. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

E. Discuss and take possible action approving the purchase of O365 to upgrade the office solution city wide.

In response to COVID and the resulting new business protocols of remote working, the IT Department implemented Office 365 (O365) for 38 users. This initial implementation was funded by the CARES Act.

As the City's business needs have changed over the past year, IT is recommending that O365 be implemented to serve all staff. The proposed O365 can serve multiple benefits with tools not available with the traditional version of Office. O365 would utilize cloud technology to adapt to the changing environment of remote work, virtual meetings, and shared documentation. The ability to work remotely on business items, collaborate on shared documentation with staff, and conduct virtual meetings are some of the benefits of this move. The funds for this project were approved with the decision packets submitted in the FY2022 budget and includes funding in the amount of \$61,000 for the O365 decision package in conjunction with existing allocated funds for the continued support services of the existing users.

A motion was made by Councilmember Branson and seconded by Councilmember Scott to approve the purchase of O365 to upgrade the office solution city wide. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

10. RESOLUTIONS & ORDINANCES

A. Consideration and possible action regarding a proposed resolution casting the City of Friendswood's ballot for the election of a person to serve on the Board of Directors of the Harris County Appraisal District.

This proposed resolution casts the City of Friendswood's (the "City") ballot for the election of a representative to the Board of Directors of the Harris County Appraisal District ("HCAD").

The City of Friendswood along with other cities in Harris County, except the City of Houston, may nominate a representative for the HCAD Board of Directors and each entity must then cast its ballot for the nominee of its choice. Each governing body of each taxing entity is entitled to one vote for the candidate of its choice listed on the ballot.

Mr. Mike Sullivan is the only person nominated for the board position representing cities other than the City of Houston. As you may recall, the City of Friendswood nominated Mr. Sullivan on October 4, 2021, via Resolution No. R2021-21.

This proposed resolution allows the City Council to cast its vote for Mr. Sullivan. The City's ballot must be received by the Harris County Appraisal District no later than December 15, 2021.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve Resolution No. R2021-29 casting its ballot for Mike Sullivan. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

RESOLUTION NO. R2021-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

B. Consideration and possible action regarding a proposed resolution approving The Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation for the temporary closure of FM 518 for the Chamber of Commerce's Holiday Lighted Parade and ratifying the City Manager's signature on the agreement.

This resolution approves for the temporary closure of segments of State Right of Way, specifically, FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines from 6:00 p.m. to 6:45 p.m. for the Chamber of Commerce Holiday Lighted Parade to be held on Saturday, December 4, 2021.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Resolution No. R2021-30, related to Item 11.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

RESOLUTION NO. R2021-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, FINDING THAT THE CHAMBER OF COMMERCE'S LIGHTED CHRISTMAS PARADE SERVES A PUBLIC PURPOSE AND AUTHORIZING THE CITY OF FRIENDSWOOD TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY;

PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

C. Consideration and possible action on the second and final reading of a proposed ordinance regarding a requested zone classification change for 11.92 acres located at 1550 West Boulevard, also known as Restricted Reserve A in the Final Plat of West Ranch School Site, a subdivision of 12.07 acres of land located in the John Dickinson Survey, A-9, also being a portion of lots 148-452 of the Slone Subdivision as recorded under Vol. 3 Page 61A, GCMR Galveston County, City of Friendswood, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #6111, Elementary and Secondary Schools for the new Cline Elementary school site.

This is the second and final reading of an ordinance that approves the rezoning of a school site located in West Ranch that was planned as part of the 2004 Planned Unit Development (PUD). The developer was required to dedicate property to Fisd for said school once the development permitted 750 houses.

A part of the Fisd 2020 bond package that was approved by the voters included the construction of a new elementary school at this site to replace the existing Cline Elementary School located at 505 Briarmeadow Ave. The new elementary school has been designed by PBK Architects and Fisd officials. Traffic circulation will be kept within the property throughout the drives rather than causing cars to stack up on the local streets. A Traffic Analysis was submitted to justify the reduced parking and traffic flow, which was approved by the City Engineer. The Planning and Zoning Commission voted 4-1 (Commissioner Sasson opposed; Commissioners Mann and Koerner were absent) to approve the requested zone change.

City Manager Morad Kabiri stated that in light of the comments made earlier during the public comment portion of the meeting, the sale of alcohol cannot take place within 300 feet of the school site and that is measured from property line to property line. As it relates to the Cline Elementary item being approved for its rezoning, any of the parcels located at that intersection would not meet the distance requirement and as such would not be allowed to sell alcohol.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to the second and final reading of Ordinance No. 2021-32, related to Item 11.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX "C" "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, SECTION 3, "PROVISION FOR OFFICIAL ZONING MAP", REZONING THE PROPERTY LOCATED AT 1550 WEST

BOULEVARD BEING 11.92 ACRES ALSO KNOWN AS RESTRICTED RESERVE A IN THE FINAL PLAT OF WEST RANCH SCHOOL SITE, A SUBDIVISION OF 12.07 ACRES OF LAND LOCATED IN THE JOHN DICKINSON SURVEY, A-9, ALSO BEING A PORTION OF LOTS 148-452 OF THE SLONE SUBDIVISION AS RECORDED UNDER VOL. 3 PAGE 61A, GCMR GALVESTON COUNTY, CITY OF FRIENDSWOOD, TEXAS, FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW NAICS USE #6111, ELEMENTARY AND SECONDARY SCHOOLS FOR THE NEW CLINE ELEMENTARY SCHOOL SITE PURSUANT TO THE ATTACHED SITE PLANS INCLUDED IN EXHIBIT "B"; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

D. Consideration and possible action regarding the second and final reading of a proposed ordinance repealing in its entirety, Appendix B, Subdivision Ordinance and adopting a new Appendix B, Subdivision Ordinance, Sections I through XVI, incorporating changes pursuant to state law and administrative requirements such as authority and a variance procedure, removing the sidewalk fund option, and other grammatical and format changes.

This ordinance approves amendments to the City's Subdivision Ordinance and include changes required by state law, incorporates administrative requirements such as authority and a variance procedure, and removing the sidewalk fund.

The changes related to state law include those required under House Bill 3167, which made numerous changes to the site plan and subdivision platting approval process. The bill requires the municipal authority responsible for approving plats to either approve, approve with conditions, or disapprove with explanation/reasons within 30 days after the date the plan or plat is filed. Each condition or reason must be specified in a written statement and may not be arbitrary. These changes have already been incorporated by the staff and Commission; this ordinance would formalize the process in the Subdivision Ordinance.

Other changes include many administrative items missing from the Subdivision Ordinance, such as a statement outlining the City's statutory authority, providing for a variance process, fire prevention and suppression, and fees.

Lastly, as it relates to change associated with sidewalks, currently, sidewalks are required on all new developments in all zoning districts except for SFR and SFR-E open ditch streets. Additionally, there are a few other exceptions for in-fill development and subdivisions that were platted prior to sidewalks being required. The limited use of the sidewalk funds and the amounts being collected is proving to not be beneficial to the City, as such, the proposed amendment would remove the option to pay into the sidewalk fund and require that sidewalks be installed with the development, unless, in the judgement of the Planning and Zoning Commission, the safety of pedestrians does not require sidewalks.

Staff believes that the proposed updates will provide better direction for developers, engineers and others who submit plans to the City and will keep the ordinances in line with state law.

The Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) to approve the requested ordinance amendments.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve the second and final reading of Ordinance No. 2021-33, related to Item 11.D. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING THE EXISTING APPENDIX B, SUBDIVISIONS, SECTION I THROUGH SECTION VIII AS IDENTIFIED IN EXHIBIT A AND PROVIDING FOR THE ADOPTION OF A REVISED APPENDIX B, SUBDIVISIONS, SECTION 1 THROUGH SECTION XVII AS IDENTIFIED IN EXHIBIT B; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT.

E. Consideration and possible action regarding the second and final reading of a proposed ordinance repealing the 2008 Future Land Use Map and adopting a revised Future Land Use Map as part of the City of Friendswood Comprehensive Plan.

This ordinance approves updates to the City's Future Land Use Map; said map was reviewed by the Planning and Zoning Commission, which voted 5-0 (Commissioners Mann and Koerner were absent) to approve the adoption of the proposed updated Future Land Use Map.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve the second and final reading of Ordinance No. 2021-34, related to Item 11.E. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE ADOPTION OF A NEW FUTURE LAND USE MAP; AND REPEALING ORDINANCE 2008-39, PASSED AND APPROVED ON NOVEMBER 17, 2008; PROVIDING FOR SEVERABILITY.

F. Consideration and possible action regarding the second and final reading of a proposed ordinance regarding a requested zone classification change for .8608 acres of land located at 301 Laurel Drive, also known as 161 W. Shadowbend, being Lots 1 and 2, Block 1, Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas, to change from Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD)

This ordinance approves rezoning of two tracts currently zoned Planned Unit Development/Specific Use Permit (PUD/SUP) 2007-03 to Downtown District (DD). The developer intends to take the two lots and combined them with several other adjacent tracts in order to create a mixed-use development that would include residential units, a restaurant, a rooftop bar, daily executive conference spaces, a boutique hotel (pending SUP approval), and other amenities to support these uses.

The Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) to approve the requested zone change.

A motion was made by Councilmember Branson and seconded by Councilmember Rockey to approve the second and final reading of Ordinance No. 2021-35, related to Item 11.F. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR .8608 ACRES OF LAND LOCATED AT 301 LAUREL DRIVE, ALSO KNOWN AS 151 AND 161 W. SHADOWBEND, BEING LOTS 1 AND 2, BLOCK 1, BANFIELD OFFICE PARK, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER THE COUNTY CLERK'S FILE SEQUENCE NO. 2007015640, IN THE MAP OR PLAT RECORDS OF GALVESTON COUNTY, TEXAS, TO CHANGE FROM PLANNED UNIT DEVELOPMENT/SPECIFIC USE PERMIT (PUD/SUP) 2007-03 TO DOWNTOWN DISTRICT (DD); 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.

G. Consideration and possible action on the second and final reading of a proposed ordinance regarding a requested zone classification change for approximately 3.7268 acres located at 306 S. Friendswood Drive and 308 S. Friendswood Drive being 1.666 acres of land known as Reserve A of Friendswood Complex, a subdivision in Galveston County, Texas, according to the map or plat thereof in/under instrument No. 2016031723 of the Official Public Records of Galveston County, Texas; 306 Laurel (aka 161 W Shadowbend Ave) and vacant tract aka 151 W. Shadowbend Ave being .8608 acres known as Lots 1 and 2 of the Final Plat of Banfield Office Park, a subdivision in Galveston County, Texas, according to the plat thereof recorded under the County Clerk's File Sequence No. 2007015640, in the Map or Plat Records of Galveston County, Texas; and 303 Laurel being 1.2 acres known as Part of Lot Eighteen (18) and all of Lot Nineteen (19), Harvey and Stout Subdivision of Lots Six (6), Seven (7), Eight (8) in Block Two (2) of Friendswood Subdivision in the Sarah McKissick of J.R. Williams League, Galveston County, Texas according to the map or plat thereof recorded in Volume 315, Page 79 in the office of the County Clerk of Galveston County, Texas, for a Specific Use Permit (SUP) to allow NAICS Use #72111 Traveler Accommodation (hotel) limited to 30 rooms supported by 38 parking spaces that will overlay all of the described properties which are zoned Downtown District (DD).

This ordinance approves the rezoning of tracts located within the Downtown District boundary as established in 2007 and amended in 2008. A hotel use is allowed with approval of a Specific Use Permit (SUP).

The proposed 30 room hotel room would be supported with 38 parking spaces and incorporated into a full mixed-use development consisting of restaurant and bar, banquet space, roof-top bar, retail, office space, daily executive and conference spaces, parking garage and 30 residential units. The remainder of the development is permitted by right under the Downtown District (DD) zoning and will be subject to site plan approval by the Planning and Zoning Commission.

The Planning and Zoning Commission voted 5-0 (Commissioners Mann and Koerner were absent) to approve the requested zone change.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve the second and final reading of Ordinance No. 2021-36, related to Item 11.G. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION OF APPROXIMATELY 3.7268 ACRES LOCATED AT 306 S. FRIENDSWOOD DRIVE AND 308 S. FRIENDSWOOD DRIVE – 1.666 ACRES OF LAND KNOWN AS RESERVE A OF FRIENDSWOOD COMPLEX, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF IN/UNDER INSTRUMENT NO. 2016031723 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS; AND 306 LAUREL (AKA 161 W. SHADOWBEND AVE) AND VACANT TRACT (AKA 151 W. SHADOWBEND AVE.) BEING .8608 ACRES KNOWN AS LOTS 1 AND 2, BLOCK 1 OF THE FINAL PLAT OF BANFIELD OFFICE PARK, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER THE COUNTY CLERK’S FILE SEQUENCE NO. 2007015640, IN THE MAP OR PLAT RECORDS OF GALVESTON COUNTY, TEXAS; AND 303 LAUREL – 1.2 ACRES KNOWN AS PART OF LOT EIGHTEEN (18) AND ALL OF LOT NINETEEN (19), HARVEY AND STOUT SUBDIVISION OF LOTS SIX (6), SEVEN (7), EIGHT (8) IN BLOCK TWO (2) OF FRIENDSWOOD SUBDIVISION IN THE SARAH MCKISSICK OF J.R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 315, PAGE 79 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW NAICS USE #72111 TRAVELER ACCOMMODATION (HOTEL) LIMITED TO 30 ROOMS SUPPORTED BY 38 PARKING SPACES THAT WILL OVERLAY ALL OF THE DESCRIBED PROPERTIES WHICH ARE ZONED DOWNTOWN DISTRICT (DD) ; 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.

H. Consideration and possible action regarding the second and final reading of a proposed ordinance approving an amendment to Ordinances No. 2012-04 and 2016-46, to approve an annual rate adjustment for solid waste collection and disposal as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) Solid Waste Franchise (Waste Connections).

This ordinance approves an amendment to Ordinances No. 2012-04 and 2016-46, to approve an annual rate adjustment for solid waste collection and disposal as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc.,

In April 2012, the City and Progressive Waste Solutions, now known as, Waste Connections of Texas (the “Contractor”) entered into an Agreement for Refuse Collection and Disposal Services (the “Agreement”), said agreement was then extended in December 2016.

The agreement allows the contractor to request an annual rate adjustment based on two components:

- 1) the adjustment is reflective of actual cost increases in disposal costs or increased fees, increased labor and equipment cost, or increased operational cost; the Consumer Price Index (CPI) is the basis for this component, and
- 2) the adjustment for fuel cost, which is based on the average weekly fuel prices as published by the U.S. Department of Energy compared to a base cost as defined by the agreement.

Current CPI would result in a 6.12% increase in rates which does not include an adjustment for fuel. However, the contractor is requesting only a 3% increase in rates.

Current rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin)	\$14.76
Monthly administrative fee (city revenue)	<u>\$ 1.48</u>
Total:	\$16.24

Proposed rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin)	\$15.20
Monthly administrative fee (city revenue)	<u>\$ 1.52</u>
Total:	\$16.72

The monthly increase for a single-family resident is \$0.48 (48 cents) per month. The cost for families who utilize a 95-gallon recycle cart will increase by \$0.03 (3 cents) for a total of \$1.14 per month for use of the larger container. The proposed rate adjustment will allow for the contractor to cover its cost of providing solid waste management services to the city, ensuring public health and environmental safety. Staff recommends approval of this item, and if approved the adjusted rates will take effect in the utility bills following this meeting.

A motion was made by Councilmember Rockey and seconded by Councilmember Erenwert to approve the second and final reading of Ordinance No. 2021-37, related to Item 11.H. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCES NO. 2012-04 AND 2016-46 IN ORDER TO APPROVE AN ANNUAL RATE ADJUSTMENT AS PROVIDED FOR IN THE CITY

OF FRIENDSWOOD – PROGRESSIVE WASTE SOLUTION OF TEXAS, INC., D/B/A
WC OF TEXAS (FORMERLY KNOWN AS IESI TX CORPORATION) SOLID WASTE
FRANCHISE.

I. Consideration and possible action regarding the second and final reading of a proposed ordinance approving an amendment to Appendix D of the Code of Ordinances, City of Friendswood, Texas, to provide for the addition or adjustment of Buildings and Building Regulations Fees, Utility Service Fees, Library Fees, Parks and Recreation Facility Fees, Public Information Fees, and Subdivisions Fees.

This ordinance approves the rate adjustments discussed during the City Council Work Session held on November 1, 2021. The adjustments include fees related to building and miscellaneous permits, utility fees and subdivision fees proposed by the Community Development Department, library fees proposed by the Library Department, facility fees proposed by the Parks and Recreation Department and public information fees proposed by the City Secretary's Office. Staff recommended approval of this item.

A motion was made by Councilmember Branson and seconded by Councilmember Rockey to approve the second and final reading of Ordinance No. 2021-38, related to Item 11.I. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX D OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS BY PROVIDING FOR THE ADDITION OR ADJUSTMENT OF BUILDINGS AND BUILDING REGULATIONS FEES, UTILITY SERVICE FEES, LIBRARY FEES, PARKS AND RECREATION FACILITY FEES, PUBLIC INFORMATION FEES AND SUBDIVISIONS FEE.

J. Consideration and possible action regarding the first reading of a proposed ordinance amending the Code of Ordinances, City of Friendswood, Texas, Chapter 30 "Fire Protection and Prevention", Article IV., "Fireworks" by amending Section 30-140, "General Prohibition" to make it unlawful for any person to host or permit others to use or set in action any fireworks at a location under his/her control.

This City Manager Morad Kabiri presented the item and stated that this past New Year's Eve, much like the Fourth of July, staff got quite a few complaints of folks illegally shooting off fireworks throughout the community. He noted that just recently, the City had several fireworks citations that were issued to

individuals last New Year's Eve that were dismissed because the individuals that were firing off or sponsoring the fireworks display did not own the property. This technicality allowed for these individuals to absolve themselves of any relationship associated with the illegal fireworks. Therefore, in order to help clarify the code to allow for the City to properly enforce its regulations related to fireworks, staff is recommending some modifications to the ordinance.

Mayor Pro Tem Griffon stated that if the way the current code is written which makes the use, discharge, etc., of fireworks illegal in the city, isn't this an individual responsibility. In other words, if someone is firing fireworks somewhere, that person is already in violation of the City's code and can be cited regardless of where he/she is shooting that off. So if he/she doesn't own the land where he/she is shooting that firework off, the property owner could probably get upset with that person for doing that, but it is the person who actually fired that firework that is in violation of the code and not the property owner who may not even be aware of what these people are doing on his/her land. So, if the proposed amendment expands the fireworks prohibition to those persons that allow and/or host said prohibited activities, what if they didn't allow it or didn't know about it, under the new code, would they be cited. Mayor Pro Tem Griffon stated that he felt the proposed amendment was a little bit of an overreach for me and as written was not something he could get behind.

Councilmember Rockey stated that when he read the language it says that it doesn't permit a person to possess or use fireworks, etc. under his or her control and then it says at a residence or private property. He asked if as written he would be responsible for failing to stop his neighbor from shooting off fireworks in his/her backyard and he was aware of it; it was in somebody else's private property but failed to stop it. Councilmember Rockey stated that he admired the concept and thought that there's something that can be done with it, but as written, the wording is too broad and seems unclear as to how exactly it would be applied, which would result in the citations being tossed out again.

Mr. Kabiri stated that he understood the concerns and deferred to Ms. Fischer, the City Attorney on the legality of the language, but noted that the intent of the amendment is not for anyone to be subject to the ordinance and instead focuses on those property owners or persons that control the property to be liable if they consent or give other permission to set off fireworks on their property. So, if the neighbor were to fire off fireworks on his/her property, the councilmember would not be liable for them doing that; the same is true if someone were to trespass on the councilmember's property and fire off fireworks without consent or permission. Councilmember Rockey stated that the proposed language doesn't specifically say that and could be word smithed for better clarity.

Mayor Pro Tem Griffon stated that he has some concerns with the proposed language being unconstitutional. He stated that currently, the fireworks ordinance is person to person and if someone is in violation of the ordinance, then that person is cited. By bringing other people's premises and properties and possibly making them in violation of something that they did not allow and a concern for him.

Mr. Kabiri noted that his point was understandable and stated that if the proposed language needs to be cleaned-up, staff can bring something back. He further noted that as it related to the scenario in question, if the owner of the property or even not owner of the property, but somebody that is hired to fire off fireworks on said property. Technically, the property owner is not in possession of the fireworks, but they were the ones that contracted/allowed the display, and as such, they are the ones that should be liable for it because they hired somebody to come do that on their premises. Unfortunately, the way the current

ordinance is written, the City cannot cite the property owner even though, they hired somebody to come onto their property and fire fireworks off. He stated that the intent of the proposed amendments to the ordinance was to close this loophole.

The Council briefly discussed the increase in fireworks being set-off throughout the city.

Councilmember Hanks stated that she appreciated all of the comments and questions from Council because maybe she was reading the ordinance incorrectly, because as she read it, she assumed that the violations all went back to the person that hosted or permitted the action. The Council discussed what it meant to “permit” something in relation to the ordinance.

City Attorney Mary Kay Fischer stated that she believed the incident that brought this issue forward was in fact a business owner that was watching people shoot fireworks on his property. Under the ordinance, he, the property owner, could not be cited; therefore, in response to that issue, the staff worked to broaden the language to satisfy that goal of holding these business owners accountable. She further noted that the intent of the proposed ordinance was to whoever allows or gives permission to or basically doesn't stop the fireworks display, can be cited. I don't know how successful they'll be as far as court is concerned because that is the big issue. Mrs. Fischer noted that somebody could argue that they didn't know or had no intention of allowing persons to use fireworks on his/her property, but the issue at hand is: (1) can the city cite someone that allows this action, and (2) is can the city prove the violation. Lastly, with regard to the constitutionality, Mrs. Fischer noted that said provision is in all of City ordinances, just in case there's something in the ordinance that's proved unconstitutional, it basically saves the rest of it.

Mr. Kabiri noted, in regards to a scenario of people setting off fireworks in a parking lot that is used by multiple businesses, and who would be cited, a business owner would not be cited under this scenario unless the staff could prove that a certain business tacitly approved said fireworks through either a written agreement or verbal agreement.

Councilmember Rockey asked if in that example, what if the owner of a business was perfectly fine with the shooting off of fireworks but didn't actually own the parking lot. Mr. Kabiri responded that, as the ordinance is currently written, it would not be a citable offense and would then be dismissed; however, under the proposed language, if they were perfectly okay with the fireworks and allowed the activity to take place, then they would be liable and could be cited because they would be hosting the event.

The Council asked for clarification on what is meant by “possession”. Mr. Kabiri noted that in this equation, if a person has not given tacit approval, verbal, written or otherwise, they are not liable. He likened it to people putting political signs on a property, they must get permission from the property owner. If they don't get your permission, they can't put the sign there; however, that doesn't always keep people from putting signs on property. So, in turn, if a sign is placed on someone's property without permission, then the property owner has an obligation to go out and remedy the situation to the best of his/her ability.

Mayor Foreman stated, in regards to the question of permission that he was fairly certain that every single person in the City of Friendswood knows that it's illegal to shoot fireworks in the city limits, period. He noted that laws are never going to keep people from doing things that they know are openly violating what they know to be wrong. He further noted that the City should enforce the existing fireworks ordinance and while the rewrite helps close the loop on some infractions, it still needs some work to match its intent.

Mr. Kabiri asked that the Council table the matter, in order for the staff to review the language and bring something back at a later date.

A motion was made by Mayor Foreman and seconded by Councilmember Branson to table the proposed ordinance, related to Item 11.J. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

K. Consideration and possible action on the first reading of an ordinance regarding the street name change of Friendswood Lakes Boulevard to Friendswood Parkway, to include the existing thoroughfare from FM 528/West Parkwood Avenue to the League City and Friendswood city limit and the future thoroughfare planned from FM 528/West Parkwood Avenue to the Pearland and Friendswood city limit.

This ordinance approves the name change of Friendswood Lakes Boulevard to Friendswood Parkway. The current name of Friendswood Lakes Boulevard was assigned by the developer of the Friendswood Lakes Subdivision. Now that this boulevard is going to serve all of Friendswood and eventually connect to League City Parkway (also known as 96/Brittany Lakes Blvd) and Pearland Parkway, staff recommends that this section of the boulevard be renamed to Friendswood Parkway.

Further, it is beneficial to make this name change now, before any more addresses are assigned. At this time, there are three businesses located on this road that will have to change their address:

- 1) The Goddard School,
- 2) Bushi Ban and
- 3) Mathnasium of Friendswood.

Staff personally visited the three business owners to inform them of the street name change and explained that the change would be effective upon the passage of this ordinance's second reading scheduled for January 10, 2022.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Griffon to approve the first reading of Ordinance No. 2021-40, related to Item 11.K. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE STREET NAME CHANGE OF FRIENDSWOOD LAKES BOULEVARD TO FRIENDSWOOD PARKWAY, TO INCLUDE THE EXISTING THOROUGHFARE FROM FM 528/WEST PARKWOOD AVENUE TO THE LEAGUE CITY AND FRIENDSWOOD CITY LIMIT AND THE FUTURE THOROUGHFARE PLANNED FROM FM 528/WEST PARKWOOD AVENUE TO THE PEARLAND AND FRIENDSWOOD CITY LIMIT PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

- L. Consideration and possible action regarding the first and final reading of a proposed ordinance amending City of Friendswood, Texas, Ordinance No. 2021-22, passed and approved September 13, 2021, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2021-2022 by approving “Budget Amendment III” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.**

This ordinance approves the third budget amendment to the City’s approved FY2021-22 budget and include the following:

1. Prior Year Encumbrance, \$14,915,663. Appropriate funds for purchase orders issued in fiscal year 2020-21 and outstanding at fiscal year-end, September 30, 2021. Goods and services for these purchase orders will be received and expensed in fiscal year 2022.
2. Unencumbered Capital, \$17,704,621. Re-appropriate funds budgeted for capital expenditures in fiscal year 2020-21; but not expensed at fiscal year-end September 30, 2021. Goods and services will be received and expensed in fiscal year 2021-22. Section 8.06 of the City Charter allows for funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.
3. Parks & Recreation Department – City Hall Safety & Security Modifications, \$34,096. Appropriate funds to renovate City Hall to provide proper safety and security for employees. The Facilities Division enclosed three offices in Administrative Services. They will also install a secure access door in the Parks & Recreation hallway and modify the breakroom to create a storage closet. In the City Secretary’s hallway, they will improve access control for a stairwell door. The recording studio will have sound proofing materials installed. The additional funding needed will come from restricted PEG Channel funding and unassigned general fund balance.
4. Centennial Park and Lakes of Falcon Ridge Concrete Wall, \$19,400. Appropriate additional funds for change order #1 to remove deteriorating wall and construct a new, Veri Crete wall spanning approximately 3,000 linear feet. Council awarded the bid to Republic Masonry & Fencing LLC at the June 7, 2021, City Council meeting. The funding source will be unassigned general fund balance.

5. Public Works Insurance Reimbursement, \$10,557. Appropriate insurance reimbursement received for vehicle damage claims to Public Works vehicle unit PW59 and PW60. Funds will be appropriated to the Public Works water operations division budget to offset the vehicle repair expenses. One insurance reimbursement was received in prior year. Several additional insurance reimbursements were received from Texas Municipal League during October and November. The funding source will be working capital and insurance proceeds.
6. Engineering/Capital Projects – Installation of Sidewalks Throughout City Limits, \$60,973. Appropriate funds for the installation of sidewalks throughout city limits. The Sidewalk Installation Fund will provide \$43,792 towards the total project cost. The General Fund will supplement the total project cost with an appropriation of \$17,181. Sidewalk installation locations are determined by the developer contribution made into the Fund. The funding source will be Sidewalk Installation Fund and unassigned General Fund balance.
7. Police Department – Public Safety Software, Hardware & Implementation, \$756,003. Appropriate funds for the implementation of new public safety software. The current public safety software vendor will be discontinuing the current software product. After thorough review, ICS was chosen as the new vendor based on extensive experience with providing, implementing, and supporting public safety software systems. The funding source will be unassigned General Fund balance and will cover software, hardware, and a contingency for additional implementation costs.

Staff recommended approval of this item.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first and final reading of Ordinance No. 2021-41, related to Item 11.L. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022 BY APPROVING "BUDGET AMENDMENT III" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2021-2022"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

M. Consideration and possible action regarding the first and final reading of a proposed ordinance amending the 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 XII" 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.

This ordinance approves the twelfth and final budget amendment to the City's approved FY2020-21 budget and include the following:

1. 2017 CDBG-DR (Galveston County) Grant Reimbursement, \$32,700. Appropriate grant funds received from the 2017 CDBG-DR Galveston County grant program for Pipe Rack Project. The City received \$32,700 for engineering expenditures. Advance funding for engineering services was originally approved on FY21 BA III at the City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
2. Emergency Disconnect Switch at Activity Building, \$5,000. *Transfer available funding from Fire Marshal – Emergency Management division to Parks & Recreation – Facilities division for the installation of an emergency disconnect switch at the Activity Building.
3. Police Investigation Fund, \$310. Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. Funds will be allocated from the PIF State Fund restricted fund balance.
4. Police Investigation Fund, \$225. Appropriate additional funds required to purchase a GPS positioning system hardware, software, and lights for the Police Department to use in conjunction with its drone equipment for accident scene mapping and evidence documentation. The funding source will be restricted Police Investigation Fund balance.
5. Demolition of Hurricane Harvey Buyout Lots, \$94,348. – Reimburse General Fund balance for a portion of funds originally approved on FY20 BA X and FY21 BA III to demolish three homes through the Hazard Mitigation Grant Program. The properties included in this reimbursement are: 16614 Oxnard, 5303 Shady Oaks, and 13 Haverford. The funding source was unassigned general fund balance; and therefore, will be appropriated back.
6. Fire and EMS Donation Fund – 2015 FVFD Fire Truck, \$18,831. In 2015, the City purchased a fire truck out of the General Fund. The agreement with FVFD was to repay the General Fund over a six-year period including 1% interest with Fire and EMS donations. However, annual donations collected were less than estimated leaving a balance at the end of the six-year period. Therefore, an additional \$18,831 will be appropriated from restricted fund balance of the Fire/EMS donation fund to satisfy the agreement between the City and FVFD.
7. Information Technology – Server for Blackhawk Facility, \$275,727. Appropriate capital lease proceeds to purchase a server for the Blackhawk

Staff recommended approval of this item.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first and final reading of Ordinance No. 2021-42, related to Item 11.M. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, 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 XII" 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.

11. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Erenwert to approve the Consent Agenda, Items 12.A through 12.D. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

- A. Consider ratifying the Mayor's signature on an employment agreement for the City Attorney position.**
- B. Consider authorizing the acceptance of the Friendswood Trails Boulevard Extension public paving and water line improvements project into the contractor's one-year maintenance period.**
- C. Consider accepting the October 2021 tax report.**
- D. Consider approving the minutes of the City Council Regular Meeting held on November 1, 2021.**

12. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the December 6, 2021, City Council Regular Meeting at 7:20 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, 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 7, 2022

Date submitted: 01/12/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on January 10, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the January 10, 2022, City Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 01 10 CC Meeting Minutes (Draft)

ATTACH REQUIRED FORMS

1. Form 1295
2. Government Verification Form

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JANUARY 10, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JANUARY 10, 2022, AT 5:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Matt Parker from New Hope Church.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman requested a moment of silence in remembrance of Friendswood Police Sergeant James Dement.

At the conclusion of said silence, Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Erenwert, Branson and Hanks, eulogized Friendswood Police Sergeant James Dement and gave their condolences to his family and work colleagues and friends. The members of council noted that his presence will be missed by the organization and the community.

Councilmember Rockey stated that the library will be hosting AARP tax-free assistance on Mondays, starting on February 7, 2022. He noted that the services are provided free and to contact the library for

more information. He stated that beginning Tuesday, January 25, 2022, the library will be hosting a new foodie book club with the first book to be "My Korea" by Hoo-ni Kim.

Mayor Foreman thanked Director of Parks and Recreation James Toney, Assistant Director of Community Services – Recreation Michael H. Boyett, and the Parks Department for their amazing work on the Santa in the Park, the Christmas lights in the park, and other City hosted events throughout the year.

5. PUBLIC COMMUNICATIONS

Mayor Foreman stated that to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comments, speakers shall refrain from any outbursts, or interjections including but not limited to applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

Matt Robinson announced his candidacy for Galveston County Commissioner.

6. WORK SESSION TOPICS

A. Receive and discuss a presentation regarding the 2021 Charter Review Committee's Report.

Mayor Foreman introduced the Charter Review Commission Chairperson Robin Hall and Vice Chair Jim Nye. City Manager Morad Kabiri thanked the Charter Review Commission for their efforts this go around. He stated that the group read the charter over ten times in the last five months. He applauded their efforts.

Chairperson Hall introduced the members of the Charter Review Commission: Vice Chair Jim Nye, Commissioners Kitten Brizendine, Dave Smith, Bill Provenzano, Ron Cox, and Judy Wiggins.

Chairperson Hall stated that a couple of the Charter Review Commission members have served on the Commission in the past; and that this year they had some unique perspectives. She stated that in past years they have had previous councilmembers on the commission, but this year they had a previous mayor and previous city manager. She mentioned that not only did they bring experience, but a lot of stories, as well and this ultimately helped the new City staff to understand the rationale and history of the City Charter.

Chairperson Hall proceeded with the Charter Review Commission's presentation. She stated that they met every other week since July; and reviewed the City Charter several times. She stated that items were reviewed and then placed in a "parking lot" to be revisited later. She mentioned that there were lengthy discussions on some of the items and that they went back several times to make sure that they were accomplishing what was set out for them.

Chairperson Hall listed the goals of the Charter Review Commission to: (1) streamline the process, (2) have transparency, and (3) keep up with technological advances. She also noted that they have categorized items into two buckets: Tier 1 and Tier 2. Chairperson Hall mentioned that there were several items that were not being recommended this time but should be further reviewed and considered in the future. She

stated that with every change that was suggested by the Commission that they wanted to make sure that things were just and fair.

Chairperson Hall discussed the ranking system of the items and noted that the Commissioners asked themselves the following questions when deciding on whether or not something merited changing:

- Does this need to change or not?
- Is it housekeeping?
- Does it just need to be cleaned up a little bit?
- Is it making things more efficient?
- Is it conforming to law?

Chairperson Hall noted that their minimum standard was updating the Charter to conform to state law and if they wanted to be more restrictive, then they would add on to the item. Lastly, as a part of the ranking system, the Commissioners prioritized the items by numbering them from one to five with one being the most important and five being the least.

Chairperson Hall noted that the Commission is submitting its top fifteen proposed changes forward for the Council's consideration. She noted that the items are being presented in chronological order and not in any order of importance. Below is a list of the proposed amendments to the Charter:

TIER 1:

Section 3.04.

Chairperson Hall stated that the City currently does not pay the mayor and councilmembers. Under the proposed amendment the mayor would receive \$1,000.00 a month and the councilmembers will receive \$500.00 a month. She mentioned the payments would not start until 2030 with the reasoning being that no member of the current Council will not be on Council in 2030; and that they do not want to put the current Council in a position to vote themselves a salary. The proposed amendment also allows for an annual CPI increase beginning 2022.

Section 3.09.

Chairperson Hall stated that this section relates to the meeting of the City Council and had a classification/ranking of Efficiency. She noted that the amendment is specific to executive session meetings and making sure that they conform to the requirements of state law.

Section 3.11.

This item has two recommended changes related to ordinances in general. The first change is to require that only the caption, prescribing a penalty fine or forfeiture be published, and the second component is to require only one reading of ordinances that have at least one public hearing or more notice than required under the Open Meetings Act. Chairperson Hall gave the example of a rezoning that has to go before the Planning and Zoning Commission and Council and have two public hearings, it is unnecessary to have two readings of this same ordinance.

Sections 4.03 and 4.04.

Chairperson Hall stated that these two sections go hand in hand and stated that they relate to the supervision of the City Attorney and the City Secretary. She noted that the proposed change is a major

one as currently the City Attorney and the City Secretary are both hired, fired, and given a salary by the City Council. The City Attorney reports directly to the Council and the City Secretary reports to the City Manager under a resolution that was passed last year. The proposed change is recommended for the efficiency of running the day-to-day operations of the City operations by having the City Manager be in charge of hiring, firing, salaries, management, day-to-day operations, and administration management of the City Attorney and the City Secretary.

Section 5.06.

This item is related to petition and has the classification/ranking of conform to law. Chairperson Hall noted that the amendment would eliminate the existing requirement to post the proposed ordinance at all polling locations and instead allows for the posting to occur on City's website. She noted that with the City moving its elections to the counties, there are over 700 polling locations in Harris County alone and there is logistically no way that the City could post the ordinance at each location, which would potentially invalidate the City's election. She further noted that the proposed change to post the proposed ordinance on the website is in line with today's electronic age and is more reasonable.

Section 8.03.

This item is related to the City's annual budget and is a major change to the way City Council receives the budget. Chairperson Hall stated that there is an extra column in there for the anticipated year to date and utilization. She said that this was a recommendation from staff and that this column is not required by the state and is not necessarily utilized; and so, it is an estimation of what is going to happen through the end of the year. She inquired as to if this was a calendar year or a fiscal year. City Manager Kabiri stated that is a fiscal year, but that is a snapshot as of June 30th of that year. He continued that it would then project out what it would be at the end of the fiscal year; and pattern of spending varies depending on the time of year. He said that with a review of the revenues, the taxes are captured in January and February because the City gets all its revenue when property taxes are paid, but the rest of the year it trickles in. He stated that having a column that doesn't adequately reflect the previous year does a disservice.

Section 8.05.

This item is related to borrowing for capital improvements. Chairperson Hall stated that this amendment is just firming up what the City is already doing and making sure that the City Council can issue debt to the extent that is allowed by law but require the voters' approval if the City is issuing COs; i.e., certificate of obligations. City Manager Kabiri added that there has been a lot of ambiguity about certificates of obligation in the City of Friendswood for the last 20-something years. He mentioned that this would get rid of any ambiguity and simply state that if the City were to issue certificates of obligation, the City would have to have voter approval just like the City has for general obligations.

TIER 2:

Section 2.01.

This item related to the general powers of the City. Chairperson Hall stated that this amendment authorizes the City to purchase property within Harris, Galveston, and Brazoria County. She said that the City of Friendswood resides in two of those counties. She said that Brazoria was added because it is another county that the City touches. She mentioned that the City is not looking to do anything in Fort Bend County or anywhere else; but if there were an opportunity to purchase land this will allow the City to extend out.

Section 3.02.

This item relates to the qualifications of the Council and is classified/ranked as conform to law and efficiency/clean it up. Chairperson Hall stated that this amendment is proposed to remove the qualifications to file for office from the section, which pertained to the qualifications. She mentioned that there are two sections that contradict each other and were a little bit redundant, so the Commission is cleaning this section up.

Section 6.04.

This item relates to the canvassing of election and election results. Chairperson Hall stated that the proposed amendment is to conform to the canvassing requirements in the charter to state law. She mentioned that there is an item in this section that the Commission is requesting that the Council deal with outside of a charter amendment election by incorporating the change into the Council's Rules of Procedure. Specifically, the Commission is recommending that the process by which the incoming councilmembers are sworn-in be changed to allow for the swearing-in to take place after the canvass of the election results and not before.

Councilmember Rockey stated that the incoming councilmembers were not necessarily sworn in before the canvass but only took the bribery oath and had a small ceremony of sorts. City Secretary Leticia Brysch stated that this recommendation is a clarification of the language because currently the Charter reads those councilmembers are sworn in that night. Mrs. Brysch stated that the proposed language is basically conforming the canvassing requirements to what is in state law.

Section 9.10.

This item relates to a requirement in the Public Service Corporation to File Annual Reports section, which requires the filing of annual reports, which has not and is not being done. The proposed amendment removes the requirement language to a permissive one; therefore, a corporation may file a report, but is not required to do so.

Section 11.02.

Chairperson Hall stated that this proposal would change this section so that basically the City can adjust the city newspaper on an as-needed basis and not just at specific periods of time.

Chairperson Hall stated that there are other sections that the Commission would like for future Charter Commissions to go through. She stated that the Commission asks that the Charter Commission be allowed to meet earlier than the required five years because there are a lot of possible changes that still need to be brought forth to the Council. She also volunteered the members of the exiting Commission to serve on the next one so they can continue their work.

Chairperson Hall noted that the Commission made the following recommendations for charter amendments to be handled administratively:

- Section 3.03, the Commission talked about the Oath of Office,
- Section 3.10, to clarify some of the rules and procedures defining supermajority,

- Section 3.11 the Ordinances in General to add language on how the members of Council can call a special meeting, and
- Section 4.02, to list in the City's job description that the Municipal Court Judge should a duly qualified, licensed, practicing attorney in the State of Texas.

Chairperson Robin Hall thanked the Council on behalf of Commission for this opportunity. She stated that it has been a great group to serve with and was happy to answer any questions.

City Manager Kabiri addressed the Council and stated that he wanted to reiterate from a timeline perspective before discussion of each Charter item. He stated that if the City is going to have a Charter election, it is going to take place this May, which would need to be called in February. He stated that this evening he needed some consensus amongst the Council of the items that the Commission recommended for placement on the ballot.

Mayor Foreman asked if the Council needed to review those items that were simply to conform to state law. The Council requested to go through each proposed amendment and decide on whether to move forward or not.

Chairperson Hall stated that if the City Charter does not conform to state law, then the City still has to conform to state law. She stated that the City is not violating the Charter by conforming to state law, but that the Charter should match state law.

City Manager Kabiri stated that from an operational standpoint, anytime there is a discrepancy between the state law and the City Charter, there must be an evaluation as to which one is more stringent. He mentioned that there are times when they conflict with one another, and it is not clear. He stated that it could lead to contests or legal issues. He stated that from the City's perspective, it would be better and cleaner if the Charter just conforms to state law, especially knowing that the state law will likely change every two years; and having an outdated provision in the City Charter becomes problematic.

Councilmember Hanks asked if one of the provisions of the City Charter contradicts state law, does the City even have to take that to the voters; or can the City just change that to match state law? City Attorney Karen Horner stated that the City would have to change it in the City Charter; and that the City will comply with state law but would need to go ahead and change that in the Charter.

Councilmember Hanks inquired if that would require a vote from the public. City Attorney Horner confirmed that it would.

Mayor Mike Foreman proposed that the Council take all the sections that put the City in conformance with state law and go forward with that set.

Mayor Pro Tem Robert Griffon stated that Friendswood has always gone above and beyond what is required by state law and that which conforms to state law. He stated that while he agrees with the Mayor, there are certain instances; such as the budget, where the Charter goes above and beyond just the minimum requirements of the law, and the Council should be particularly careful before making a sweeping decision on conformance to state law because it could do away with something that the Council would like to keep.

City Manager Kabiri stated that a good example of that would be section 8.05. He stated state law currently allows cities to issue certificates of obligation without voter approval; and that staff is suggesting that since there has always been some ambiguity surrounding it, the City will comply with state law. He continued that the City is adding the restriction to itself as the City felt that the Charter intended to restrict the City's ability to issue COs without voter approval.

Mayor Pro Tem Griffon thanked City Manager Kabiri and then mentioned that he thought for in instances of emergencies and terrible things, the City could issue certificates of obligations. He continued with the example of Uri, the artic freeze when the City slammed into the 90-day reserve of \$1.67 million without the state even declaring a disaster yet. He continued that the City was looking at a serious situation where the City was not going to have their money. He explained that the state did say that it was a natural disaster, and that the City would be funded back, but it scared a lot of people at the City when the City saw its 90-day reserve get slammed. He asked, now we are saying that the City cannot issue certificates of obligation unless it gets voter approval; and in instances where the City has dire emergencies, he is afraid that the City might be tying their hands if they just put this one in a sweep.

City Manager Kabiri mentioned that the City still has the provision to issue emergency debt and that it is a different section within 8.05 that allows the City to issue debt in emergency situations. Mayor Pro Tem Griffon stated that he feels better about that.

City Manager Morad Kabiri stated that he needed to see a consensus amongst at least four members of the Council to know what to bring back in an ordinance next month.

Councilmember Trish Hanks asked if there were provisions where the City is going to do less than what the law requires? City Manager Kabiri stated that like the 8.05 comment on debt, it is far more complex than an either/or proposition. He noted that there are sections of the Charter, such as the budget, which contains a litany of detail that is in the minutiae and unnecessary. He further noted that state law establishes a set of criteria for what the budget should include, and staff is recommending that all information be included in the proposed language, as well as to eliminate any unnecessary language which can be misleading to the public. He further stated that within the budget there is a column for the proposed fiscal year, a column for the year-end estimate for the current fiscal year, and a column for the actual year-to-date, which is done on June 30th, then a column for the actuals from the prior fiscal year. City Manager Kabiri stated that there are four columns there with one of them giving a true picture of where the budget is headed on the revenues and expenditure side. He further noted that the other one is just a guesstimate, based upon, the first six-months of the year and multiplying it by two, which he noted was misleading.

Councilmember Hanks asked if by getting rid of the year-to-date, the staff was trying to get rid of the year-to-date estimate, not the year-to-date actual. Director of Administrative Services Katina Hampton stated that the staff's intent was to remove the year-to-date actual but keep the year-to-date estimate.

There was a consensus of the Council to start the review of the proposed amendments from top to bottom and for those that do not have a discussion or argument, the staff can assume that these are okay to move forward.

Charter Review Commissioner and Former Mayor Dave Smith stated that Mayor Pro Tem Griffon brought up the City's tradition of being more stringent than just state law, and not wanting to lose that capability,

simply for the purposes of conforming to state law. Commissioner Smith continued that the Commission had a lot of those discussions with regards to those types of issues and he believed that the Council will find that the Commission does not disagree with being more stringent on certain things; however, the Commission is suggesting that the baseline for the City Charter should be to conform to state law, so that it rolls and keep pace with state law as it changes. He further noted that this base level then allows the Council the flexibility to change whenever they need to and at their discretion; i.e.; “un-handcuffing” the Council to have flexibility and not have to constantly review and/or amend the Charter because state law has changed again. Chairperson Hall stated that this is where the Council’s policies and procedures would come, and they could place those more stringent items in them.

The Council began to review each item starting with recommendation number one.

Proposition No. 1, Section 3.04. Compensation:

Mayor Foreman and Councilmembers Hanks and Scott all expressed that they are not in favor of this recommendation. Mayor Foreman discussed the City’s long history of volunteerism. Chairperson Hall stated that the Commission expected the Council to reject this suggestion; and that there was great discussion about how the City is built around volunteerism. She mentioned that staff did complete a survey of surrounding cities as it relates to the compensation for their mayor and councilmembers. She stated that she thinks it is good to bring this up for that very reason, for the Council to reject, to make sure that is still the standard within the community. She continued that the way it is written is so that even if this did get passed and it was passed with the voters, that none of the current Council would have been able to vote for their own salary.

Councilmember Rockey stated that he was going to provide a counterargument. He stated that he asked TML for the data and that the City of Friendswood is the largest city in the State of Texas that does not have any compensation for councilmembers. He continued to say that he believes that there are people who would be quality candidates for Council, that maybe younger and have families and other obligations, that this is a sticking point for them. He went on to say that there is nothing that makes the Council accept the money. He said that he thinks that the Council is unnecessarily segregating a piece of the possible candidates that might run because they either cannot afford to put the time in or there are other issues; and that he thinks the Council is being naive that there are not good people out there that would like to serve, but compensation would help them make up their minds.

Commissioner Brizendine stated that the Commission did have a deep discussion on this topic; and the discussion did go to the inability of some who would like to run for office, but it has become quite expensive. She stated that she has seen and knows the kind of money that goes out to campaign nowadays; and that there is a great deal of people with qualifications who do not have those kinds of deep pockets. She continued by saying if they are a single mom and can't afford to have a babysitter or something.

The Council’s consensus was not to move forward with this item.

Proposition No. 2, Section 3.09. Meetings of the City Council:

City Manager Kabiri stated that this item was a conformance to state law, like the certificate of obligations, and that it was intended to remove ambiguity. He mentioned that there was some concern, roughly a decade ago, that the City did not have the ability to meet in executive session; therefore, the recommended language mirrors state law.

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 3, Section 3.11. Ordinances in General:

City Secretary Brysch stated that this came up when she came into the position and had to do publications for ordinances that required a penalty. She stated that typically, in other municipalities when an ordinance has a penalty, that information is included in the caption, and they simply publish the caption to clarify the penalty and the cost of the fines to the public. She further noted that correctly, the City is required by the Charter to add an additional section noting the violation, along with the penalty and fine language in its publications. City Secretary Brysch stated that the proposed language simplifies the process not just administratively, but also to the public, and it will cut publication costs significantly moving forward.

The Council consensus was to move this item forward for placement on the ballot.

Proposition Nos. 3 and 4, Section 3.11. Ordinances in General:

Chairperson Hall stated that the Commission is suggesting that there be only one reading of an ordinance if it is required to have a public hearing or notice required by the Texas Open Meetings Act. She used the example of the Planning and Zoning Commission.

City Manager Kabiri explained the rationale for this recommendation. He stated that there are several things that the City legislates that require multiple months of consideration and deliberation, both at Planning and Zoning and at Council, and notices are sent out to property owners within 200 feet, to name a few. He further stated that the additional reading of such an ordinance before Council belabors the point, especially when there are no changes from the first reading to the next second reading. He continued to say that there are things in the Charter and state law that already allow for one reading, for instance, the budget and this recommendation would make that in line with it.

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 5, Section 4.03 City Attorney:

Chairperson Hall stated that this recommendation will take the administrative role off City Council and put it on the day-to-day of the City Manager.

Councilmember Hanks stated that she would like to think about this one a little bit more because she was not sure she was in favor of that move.

Councilmember Rockey stated that he would like to take this one off because he feels that it is important for there to be a level of independence of the City Attorney. He stated that he also feels like it is the Council's role to make the final selection; and while the City is in a situation where they have a terrific City Manager and everybody gets along, the Council gets along, it may not always be the case. Councilmember Hanks agreed with this statement.

Councilmember Rockey continued to say that the City has neighbors on one side of the City where the City Attorney and the City Manager, now have some "bad blood"; and he believes Council should retain the ability to hire and terminate a City Attorney and let them have independence from the City Manager.

Chairperson Hall stated that in another place in the Charter the Council already must approve department heads; and that would include the City Attorney and the City Secretary. Councilmember Rockey stated that he still wants the ability to select the City Attorney.

Mayor Pro Tem Griffon stated that he could see the argument; and especially if there was a situation with the City Manager and the City Attorney, where the City Attorney might have to be looking into some legalities of what the City Manager may do; and then, the City Manager can then fire the City Attorney. He suggested that the language could be word smithed to include that the City Manager could not fire the City Attorney without the concurrence of Council. He also stated that this would work better with the with the City Secretary as this change in supervision had already been done via ordinance. He further noted that in his opinion, the City Council needs to be in the loop on the City Secretary, but especially the City Attorney.

Chairperson Hall stated that the Commission's intent was not to take City Council out of the loop, but more in dealing with the day-to-day operations. She further mentioned that the Commission had very frank conversations on this item and considered the staff's input. She explained that the City Attorney is bound by her ethics and law license to do what is right and ethical, regardless of whether she is under the Council or the City Manager. She stated that the Commission talked about all those provisions in which the City Secretary has certain responsibilities to protect the City, such as elections, and the City Attorney has provisions, under her law license, to protect the city.

Mayor Pro Tem Griffon stated that he completely agreed with Mrs. Hall's comment, but just under the nature of the home-rule municipality, the City has a very strong city manager, a very weak Mayor and Council, and to take Council out of the loop will weaken Council further. He continued that the way the home rule cities are set up, the City has a very strong management team and that is great, but there is an uncertainty of what that will be 10 or 15 years from now. He suggested that this could just be modified, not kick the whole thing out, so that Council is kept in the loop, and it is under Council's direction, they then will report to the City Manager and that's really where it is coming from. He stated that he does not want them to be independent from the direction of the City Manager because the City Manager hears from us every day.

Councilmember Scott stated that he is not in favor of this recommendation.

Councilmember Hanks agreed with Mayor Pro Tem Griffon that even though the relationship between the City Council and the City Manager is good right now, it is uncertain if it will be that way in the future. She stated that the recommendation needed some wordsmithing that would indicate that City Council in conjunction with the City Manager will oversee the day-to-day operations or something to that effect.

Mayor Foreman stated that the City has a weak mayor system, meaning that the City Manager directs the day-to-day operations and the Council acts as his board of directors. He stated that the Council should not want to wordsmith, but rather clarify some of these charter statements so that they are clearer.

Chairperson Hall stated that the Commission's intent on this recommendation was to not do what is right for today, but instead focus on what is right five years and ten years from now.

The Council's consensus was not to move forward with this item and to revisit this item in the next Charter Review Commission.

Commissioner Smith stated that in the discussions, both the City Manager and City Secretary said repeatedly that they were okay with the way that it is now; and that neither of them was taking initiative to think that it needed to be changed as things were working just fine.

Proposition No. 6, Section 4.04. City Secretary:

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 7 Section 5.06. Action on Petition:

Chairperson Hall stated that the proposed strikeout is for the Charter language is "made available at the polls".

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 8, Section 8.03. Annual Budget:

Director of Administrative Services Katina Hampton stated that this change allowed the City's budget document to reflect the recommendations of the Government Finance Officers Association, which governs the City's budget document, as well as the City's annual financial report. She stated that, as City Manager Kabiri alluded to earlier in the meeting, that June 30th column in the City's budget document is truly just a snapshot of where the City is at that point. She stated that staff does use some of that information to project out the remainder of the year to get to the year-end estimate, but what is recommended or suggested by the GFOA for the City to have a prior year column in the adopted budget, amended budget, and projection for the year-end to compare to the proposed budget. She stated that is what is recommended and required, so this would just eliminate that June 30th column.

City Manager Kabiri stated that the other aspect of this amendment was also to comply with state law regarding public hearings. He stated that state law is very specific, for example, if taxes are to be raised, then several hearings must be held, and notices must be published. He noted that the City Charter conflicts this requirement in some aspects and the Commission and staff believe that it would be better if the publication requirements follow state law.

Mayor Pro Tem Griffon stated that when he reviewed the budget, he goes through every line and looks at every column; and he is looking at what has been scratched, like a summary of proposed programs and a list of capital improvements which are proposed to be undertaken during the next five years. He stated that he is not sure what is being taken away in the budget that he looks at every year, but in looking at the information, he noted that he wanted the following language to remain in the Charter "such other information as may be required by Council."

City Manager Kabiri stated that staff looked at every provision on the Charter from an aspect that it represents the constitution of the City of Friendswood. He stated that the Commission asked: is this something that needs to be spelled out succinctly in the constitution or is this something that is handled in our policies and procedures, an example being Section 5.06 and the placement of ordinances at all polling locations. This requirement made sense back when the City had two polling locations; however, it doesn't make sense now when the City has over 700 locations. This same thought process is being used with this

item, while the language is less specific, it will not eliminate or remove anything from the budget., He further noted that that staff will gladly put other information as maybe required by Council back in. Mrs. Hampton stated that the staff is always going to provide any financial information requested by the Council.

Mayor Pro Tem Griffon stated that the City's Finance Department always gets recognized every year for its outstanding job and he does not want to report less, but maintain the same level of work and service

Councilmember Branson asked if the column that would be removed with the amendment was at one time required. Mrs. Hampton responded that she did not know if it was required by law but noted that it just appears on the fund's schedules in the budget document. She further noted, as City Manager Kabiri mentioned, this column is strictly a snapshot in time on June 30th and does not include any expenditures between July 1st and September 30th. Mrs. Hampton stated that the staff tries to estimate as best they can, but they can do that regardless of the June 30th column.

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 9, Section 8.05. Borrowing for Capital Improvements:

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 10, Section 2.10. General Powers:

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 11, Section 3.02. Qualifications:

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 12, Section 6.04. Canvassing and Election Results:

Councilmember Branson asked if the photo that is taken as the end of the evening when all the votes have come in could be called something else, knowing that it is not a true canvass of the vote. Mrs. Hall stated that for purposes of the Charter, they wanted to make sure that Council was not being sworn-in or put into office prior to the canvassing and declaring of the results.

City Secretary Brysch stated that there are some things that can be done that are ceremonial and unofficial and can be written into the policy. She stated that there are some limitations in being able to declare an unofficial winner. She noted that when there is a joint election with Harris County, many of the results do not come in until 4 or 5 o'clock in the morning; and so, there are some limitations of when an unofficial ceremony of sorts can take place. City Secretary Brysch further noted that by removing certain existing language, it will eliminate contradictions and will mirror state law.

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 13, Section 9.10. Public Service Corporation to file Annual Reports:

The Council consensus was to move this item forward for placement on the ballot.

Proposition No. 14, Section 11.02. City Newspaper:

The Council consensus was to move this item forward for placement on the ballot.

Councilmember Hanks requested that the Council consider removing the petition requirement outlined in Section 6.02 Filing for Office, Subsection B, which requires the that a candidate secure twenty-five signatures in order to file for a place on the ballot. She stated that for a city of 40,000, it seems a little discriminatory and a little exclusionary.

The Council asked if the petition was required under state law. City Secretary Brysch stated that state law does not require for a petition to be attached to the filing; however, home-rule cities may attach a petition process if desired. She noted that the only time that state law requires a city to have a petition process is if the City has a filing fee, which Friendswood does not have, therefore, state law does not require the City's petition process.

Mayor Foreman, Mayor Pro Tem Griffon, and Councilmember Branson all agreed that they would like to keep the petition with the twenty-five signatures in the Charter.

Chairperson Hall thanked Council for putting together such a stellar committee and noted that on behalf of the whole committee, she wanted to thank City Manager Morad Kabiri, City Attorney Karen Horner, retired City Attorney Mary Kay Fischer, and City Secretary Leticia Brysch for their assistance during this process.

Mayor Mike Foreman and the Council thanked the Charter Review Commission for their service

Mayor Foreman recessed the meeting at 6:18 P.M.

Mayor Foreman reconvened the meeting at 6:22 P.M.

7. APPENDIX C ZONING ORDINANCE AMENDMENTS REGRADING COMMUNITY CARE HOMES

- A. Conduct a public hearing regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 -Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."**

At 6:26 P.M., Mayor Foreman opened a public hearing and requested that staff give council an overview of the item.

The proposed ordinance amends the City's Zoning Ordinance in order to bring it in to compliance with State Law as it relates to Community Care Homes.

Director of Community Development Aubrey Harbin presented the item and stated that these proposed changes are intended to bring the City's zoning ordinance in compliance with state law. She stated that staff wanted to align the City's definitions for Assisted Living to those noted in state law. She noted that Chapter 123 of the Human Resources Code of the state defines a person with a disability, and the regulation of these facilities. Mrs. Harbin noted that that Federal Law protects some facilities, including community homes, which allow care for up to six residents and two staff members. She noted that state law does reference some requirements for those types of facilities; such as, the facility cannot be located closer than one-half mile from one another, they cannot alter the exterior of the residential structure, and they cannot have any more parking spaces than the number of rooms in the home. So, there are some minimal requirements, and ultimately the City cannot prohibit them.

Mrs. Harbin stated that for several years, the City put the S-1 process in the ordinance and that it is not really a valid process, so, proposed amendments remove that language.

The Planning and Zoning Commission voted 5 to 0, to recommend these changes.

At 6:28 P.M, with there being no one signed up to speak, Mayor Foreman closed the public hearing regarding amendments to Appendix C, Zoning Ordinance.

B. Consideration and possible action regarding the first reading of an ordinance amending Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 -Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility".

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the first reading of Ordinance No. 2022-01, related to Item 7.b. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, "ZONING," "SECTION 7.P.6. PERMITTED USE TABLE" TO AMEND THE ZONING DISTRICTS IN WHICH THE FOLLOWING NAICS USES ARE ALLOWED: 6232 -RESIDENTIAL, INTELLECTUAL AND DEVELOPMENT DISABILITY, MENTAL HEALTH, AND SUBSTANCE ABUSE

FACILITIES, 623311 - CONTINUING CARE RETIREMENT COMMUNITIES (WITH ON-SITE NURSING), AND 623312 - ASSISTED LIVING FACILITIES FOR THE ELDERLY (WITHOUT ON-SITE NURSING) AND TO REMOVE SUBNOTE (B.) "5. S1; SITE PLAN APPROVAL REQUIRED" AND AMENDMENTS TO "SECTION 20. DEFINITIONS" TO REMOVE THE TERM "PERSONAL CARE FACILITY" AND ADD THE TERM "ASSISTED LIVING FACILITY.

8. CITY MANAGER'S REPORT

A. Present an update regarding Employee Service Awards.

City Manager Morad Kabiri presented the item and stated that on December 10, 2021, the City held its annual employee Christmas dinner and 34 employees were recognized for their years of service with the City of Friendswood.

He read the names of those that were recognized.

5-Year Recipients

- Shaun McCaffrey, Police Department,
- James Ruthstrom, Police Department,
- Brock O'Barr, Police Department,
- Steve Ruthstrom, Fire Marshal's Office,
- James O'Brien, IT Director,
- Ruby Anki Human Resources,
- Kristin Rejack, Police Department,
- Emily Roach, Library,
- Carson Jacobs, Police Department,
- Mark Vail, Community Development Department,
- Kristina Cuellar, Community Development Department,
- Santiago Aguilera, Public Works,
- Arvin Ortega, Public Works,
- Jose Ibarra, Public Works.

10-Year Recipients

- Rebecca Wall, Police Department,
- Pat Riffle, Administrative Services/Municipal Court,
- Scott Muir, Police Department,
- Becky Bennett, Community Development Department,
- Jose Arredondo, Public Works.

15-Year Recipients

- Bryan Holmes, Marshal's Office,
- Jorge Paz, Public Works,
- Shawn Keesler, Fire Marshal's Office,
- Mindy Sanchez, Police Department

- Gerardo Aza, Parks,
- Rene Ibarra, Public Works Director,
- Brandon Blair, Police Department.

20-Year Recipients

- Eric Segura, Public Works,
- Gary William, Parks,
- Kim Zrubek, Library,
- Will Higgs, Police Department.

25-Year Recipients,

- Ryan Jenkins, Police Department,
- Mike Cordero Police Department.

30-Year Recipient

- Lupe Aguilera, Public Works.

40-Year Recipient

- Barry Yodzis, Police Department.

City Manager Kabiri stated that it is always a testament to the City of Friendswood to show the employees' many years of service, and every time there are employees that exceeded 40 years in service, that says something positive about the organization and its leadership in the Mayor and Council. He thanked Mayor and Council for their support and leadership.

B. Present an update regarding Library Gala ticket sale.

City Manager Morad Kabiri presented the item and stated that the City had its first Library Gala a couple of years ago, but with COVID, it had to be put on a hiatus. He stated that the tickets are currently on sale for the gala that will be held on Saturday, March 5, 2022. The event is intended to be a fundraiser and is sponsored by the Friends of the Friendswood Library. He noted that it will be a spectacular evening of festivities that will include dinner, hors d'oeuvres, and drinks. He stated that this year's theme is Night Circus. Tickets are \$100.00 each and they go to a worthwhile cause, the Friendswood Public Library.

Councilmember Rockey confirmed that the library has already raised \$36,000. Mayor Foreman stated that the library is on its way to purchasing the Library Mobile Vehicle.

9. BUSINESS ITEMS

A. Discuss and take possible action approving a license agreement with the Avalon at Friendswood Community Association, Inc. to maintain the medians on Friendswood Parkway.

This item approves a license agreement with Avalon at Friendswood Community Association, Inc., (the "Association") for the maintenance of the medians on Friendswood Parkway.

The Avalon Developer will install landscaping within the medians of Friendswood Lakes Boulevard/Friendswood Parkway to enhance the entrances to the subdivision, which will be located on both sides of the Parkway. Friendswood Lakes Blvd/Friendswood Parkway is City of Friendswood right-of-way, therefore, a license agreement for private use of the right-of-way is required. Once the landscaping is installed, it will be maintained by the Association.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve a license agreement with the Avalon at Friendswood Community Association, Inc. to maintain the medians on Friendswood Parkway. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Discuss and take possible action ratifying the City Manager's signature on a contract to purchase and close on 704 N. Clear Creek Drive, Friendswood Texas, also known as Lot 17 of Friendswood Forest, a subdivision in Galveston County, and a lease agreement with Ms. Glenda Gatten for said property.

This item ratifies a contract purchasing 704 N. Clear Creek Drive, Friendswood Texas and approving a lease agreement with Ms. Glenda Gatten for said property.

In November of 2019, the citizens of Friendswood voted in favor of pursuing several bond projects for constructing, acquiring, and installing stormwater drainage and flood control improvements along Clear Creek. The City has made an offer to purchase Lot 17 N. Clear Creek Dr. of Friendswood Forest Subdivision. Some lots near this property are existing City Buyout properties. Several studies, including the "City of Friendswood Flood Vulnerability and Mitigation Study" by Dr. Phil Bedient, have demonstrated that terracing of land adjacent to Clear Creek prove to be a highly effective form of flood control. The property would be purchased for \$500,000 utilizing Drainage Bond Funds. The property contains a 3,536 square foot house that in the future will be demolished to allow for a future flood control project. Effective at closing, a leaseback agreement has been reached with Glenda Gatten. Ms. Gatten is currently in the process of looking to purchase a new home and will be vacating the premises upon closing on her new property.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to approve the ratification of the City Manager's signature on a contract to purchase and close on 704 N. Clear Creek Drive, Friendswood Texas, also known as Lot 17 of Friendswood Forest, a subdivision in Galveston County, and a lease agreement with Ms. Glenda Gatten for said property. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Discuss and take possible action approving the award of a guaranteed maximum price contract for construction services for Fire Station 2 Reconstruction and Training Field Upgrades.

This item awards a guaranteed maximum price contract for construction services for the Fire Station 2 Reconstruction and Training Field Upgrades Project (the “Project”) in the amount of \$3,623,785.

This project is a part of the 2019 Bond Elections. PGAL was selected to design the new fire station along with upgrades to the training field. City Staff and the Friendswood Volunteer Fire Department coordinated with PGAL to develop and advertise a Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) services. Proposals were evaluated and Christensen Building Group was selected by a committee consisting of the Volunteer Fire Department, Fire Marshall’s Office, and the Engineering Department.

In February 2021, Council awarded the CMAR contract to Christensen Building Group, LLC. Since then, the City Engineering and Fire Marshal Staff, FVFD members, Christensen, and PGAL have worked together to finalize construction documents and produce a Guaranteed Maximum Price (GMP) for the Fire Station #2 Reconstruction & Training Field Upgrades project. Bids were solicited by Christensen in December 2021. The base bid GMP for the project came in at \$3,440,104, which was under the amount budgeted towards this project.

Due to the bids coming in below budget, there are some additional items that can be added to the project to further accommodate the needs of the FVFD. The following alternates will be included:

- Alternate #1 – Training Tower Slab \$16,197 (to be in place prior to installation of a training tower and burn room)
- Alternate #12 – Structure Data Cabling \$15,073
- Alternate #13 – Access Control/Intrusion Detection \$51,709
- Alternate #14 – Additional Site Paving (paving in the Training Field) \$72,995
- Alternate #15 – Site Structures (foundations and pads for Accessory Buildings) \$4,596
- Alternate #16 – Dumpster Enclosure with Gates \$23,111 (will meet the City’s screening requirements)

The final GMP with alternates considered is: \$3,623,785.

A training tower with burn room will be awarded to a separate vendor under a separate contract utilizing an already allocated budget amount of \$250,000.

A motion was made by Councilmember Hanks and seconded by Councilmember Scott to approve the award of a guaranteed maximum price contract for construction services for Fire Station 2 Reconstruction and Training Field Upgrades. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously

D. Consideration and take possible action approving the award of a guaranteed maximum price contract for construction services for Public Safety Building Expansion.

This item awards a guaranteed maximum price contract for construction services for Public Safety Building Expansion Project in the amount of \$5,532,616.

This project is a part of the 2019 Bond Elections. PGAL, Inc. was selected to design the expansion of the Public Safety Building. City Staff coordinated with PGAL to develop and advertise a Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) services. Proposals were evaluated and CORE Construction was selected by a committee consisting of the Police Department, Fire Marshall's Office, and Engineering Department. In February 2021, Council awarded the CMAR contract to CORE Construction. Since then, the selection committee, CORE, and PGAL have worked together to finalize construction documents and produce a Guaranteed Maximum Price (GMP) for the Expansion project. Bids were solicited by CORE in December 2021. The GMP for the project came in at \$3,657,840 for the expansion of the building. The following alternates are recommended to be included:

- Build Out #2 – Renovations \$1,189,934* - These renovations include expanding existing lockers rooms/restrooms, breakrooms and the weight room.
- Build Out #3 – Emergency Operations Center Renovation \$59,150
- Build Out #4 – Courts Restrooms and Secure Connector \$77,884
- Build Out #5 – Roof Replacement (deferred maintenance item) \$547,808

Final GMP with all alternates considered: \$5,532,616

The awarding of this GMP and alternates resulted in a funding deficit of (\$476,555); however, the City Manager has certified that the City has identified potential funding mechanisms to close this deficit prior to the completion of construction. Other funding notes include the following:

- Additional Appropriation FY21 Budget Amendment \$200,000 has been included to cover items pertaining to existing HVAC maintenance/deferred maintenance,
- Additional work funded via the Court Technology and Security Fund, and
- Additional Appropriation FY21 Budget Amendment \$400,000 for deferred maintenance/roof replacement.

A motion was made by Councilmember Branson and seconded by Councilmember Scott to approve the award of a guaranteed maximum price contract for construction services for Public Safety Building Expansion, subject to receipt of performance and payment bonds acceptable to the City. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

E. Discuss and take possible action authorizing the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General and Special Elections to be held on May 7, 2022.

This item authorizes the City Manager to negotiate and execute an Election Services Contract with Galveston County for the City's General and Special Elections to be held on May 7, 2022, in an amount not to exceed \$60,000.

The General Election will be for the purpose of electing Councilmembers for Position Nos. 4 and 6, and the Special Election will be for the purpose of voting for or against proposed charter amendments. The terms of the contract include the following:

The County will be responsible for:

- the voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- the polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for:

- furnishing the County with a list of race titles in two languages (English and Spanish);
- furnishing the County with a list of candidates' names and ballot positions;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election related documents; and
- canvassing election results.

A motion was made by Councilmember Scott and seconded by Councilmember Erenwert to authorize the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General and Special Elections to be held on May 7, 2022. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

F. Discuss and take possible action authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County, Texas, for the City's General and Special Elections to be held on May 7, 2022.

This item allows the City Council to authorize the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General and Special Elections to be held on May 7, 2022, under terms and conditions deemed acceptable to the City Manager and the City Attorney in an amount not to exceed \$50,000.

The General Election will be for the purpose of electing Councilmembers for Position Nos. 4 and 6, and the Special Election will be for the purpose of voting for or against proposed charter amendments.

In the past, the County was responsible for the following under the agreement:

- the voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- the polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the compensation for the election workers, which will be reimbursed, in part, by the City.

Also in the past, the City was responsible for the following under the agreement:

- furnishing the County with a list of race titles in four languages (English, Spanish, Vietnamese, & Chinese - traditional);
- furnishing the County with a list of candidates' names and ballot positions;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election related documents; and
- canvassing election results.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to authorize the City Manager to negotiate and execute a Joint Election Agreement with Harris County, Texas, for the City's General and Special Elections to be held on May 7, 2022. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

10. RESOLUTIONS & ORDINANCES

A. Consideration and possible action on the second and final reading of an ordinance regarding the street name change of Friendswood Lakes Boulevard to Friendswood Parkway, to include the existing thoroughfare from FM 528/West Parkwood Avenue to the League City and Friendswood city limit and the future thoroughfare planned from FM 528/West Parkwood Avenue to the Pearland and Friendswood city limit.

This proposed ordinance approves the street name change of Friendswood Lakes Boulevard to Friendswood Parkway, to include the existing thoroughfare from FM 528/West Parkwood Avenue to the League City and Friendswood city limit and the future thoroughfare planned from FM 528/West Parkwood Avenue to the Pearland and Friendswood city limit.

The current name of Friendswood Lakes Boulevard was assigned by the developer of the Friendswood Lakes Subdivision. Now that this boulevard is going to serve all of Friendswood and eventually connect to League City Parkway (also known as 96/Brittany Lakes Blvd) and Pearland Parkway, it only seems fitting to rename the boulevard to Friendswood Parkway. Additionally, it would be beneficial to make the change now before any more addresses are assigned. There are currently three businesses located and addressed to Friendswood Lakes Boulevard - The Goddard School, Bushi Ban, and Mathnasium of Friendswood. Staff personally visited the three business owners to inform them of the street name change and explained that the change would be effective December 31, 2021.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2021-40, related to Item 10.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2021- 40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE STREET NAME CHANGE OF FRIENDSWOOD LAKES BOULEVARD TO FRIENDSWOOD PARKWAY, TO INCLUDE THE EXISTING THOROUGHFARE FROM FM 528/WEST PARKWOOD AVENUE TO THE LEAGUE CITY AND FRIENDSWOOD CITY LIMIT AND THE FUTURE THOROUGHFARE PLANNED FROM FM 528/WEST PARKWOOD AVENUE TO

THE PEARLAND AND FRIENDSWOOD CITY LIMIT PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

- B. Consideration and possible action regarding the first and final reading of a proposed ordinance amending City of Friendswood, Texas, Ordinance No. 2021-22, passed and approved September 13, 2021, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2021-2022 by approving “Budget Amendment IV” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.**

This proposed ordinance approves budget amendments for the following projects:

- 1. Prior Year Encumbrance, \$99,904.** Appropriate/reverse funds for purchase orders issued in fiscal year 2020-21 and outstanding at fiscal year-end, September 30, 2021. Goods and services for these purchase orders will be received and expensed in fiscal year 2022.
- 2. PEG Channel – Auxiliary Recording System for Council Chamber, \$9,458.** Appropriate PEG Channel funds for an auxiliary recording system for Council Chamber. The funding source will be restricted general fund balance reserves from PEG Channel revenue.
- 3. Police Department Vehicle Insurance Reimbursement, \$2,621.** Appropriate insurance reimbursements received from TML-IRP. Funding will be appropriated to the Police Department Criminal Investigation division vehicle maintenance account for repairs made to unit P324.
- 4. Police Investigation Fund, \$2,500.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account for continued operations. Funds will be allocated from the PIF State Fund restricted fund balance.
- 5. Park Land Dedication Fund – Stevenson Park Walking Trail, \$45,931.** Appropriate funds to repair and improve the Stevenson Park walking trail. The concrete curb has constantly deteriorated over the years and the crushed granite continues to wash out after each rain event. The construction of a new, all-weather rubber trail system will increase the level of service by making the Walking Trail accessible even after a rain event. This supplemental funding from the Park Land Dedication Fund will be combined with funding appropriated from the General Fund to complete the project.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2022-02, related to Item 10.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022 BY APPROVING "BUDGET AMENDMENT IV" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2021-2022"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

11. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 11.A through 11.L. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

- A. Consider ratifying the City Manager's acceptance of Avalon at Friendswood Section 1 public paving and utilities improvement project into the contractor's one-year maintenance period.**
- B. Consider ratifying the City Manager's acceptance of Avalon at Friendswood public improvements Lift Station project into the contractor's one-year maintenance period.**
- C. Consider authorizing the acceptance of the Red Ball Oxygen waterline improvements project into the contractor's one-year maintenance period.**
- D. Consider approving the ratification of the Mayor's signature on a contract extension with Galveston County for 2017 Road Bond Projects.**
- E. Consider approving a lease agreement between the City of Friendswood and The Harbor Church for temporary fire station operations.**

- F. Consider approving the purchase of 175 round sealed sanitary sewer frame and cover assemblies for the Public Works department.**
- G. Consider approving the disposal of a decommissioned Police Department vehicle through Houston Auto Auction.**
- H. Consider approving the disposal of two decommissioned Parks department pieces of equipment through online auction at www.publicsurplus.com.**
- I. Consider accepting the November 2021 tax report.**

12. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.**

At 6:37 P.M. Mayor Foreman recessed and convened into an executive session pursuant to Texas Government Code, Sections (i) 551.087 to deliberate the offer of a financial or other incentive to a business prospect, (i) 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and (ii) 551.071 to seek the advice of the City's attorneys on legal matters related thereto.

At 6:55 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

13. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the January 10, 2022, City Council Regular Meeting at 6:56 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary