



**CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 7, 2022 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL FOR A DAY

- A. Consider a proclamation declaring November 8, 2022, as Westwood Elementary School Day in the City of Friendswood, Texas.

5. COUNCIL COMMENTS AND 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.

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 comply with rules of decorum.

7. WORK SESSION TOPICS

- A. Receive and discuss an update regarding utility rates.
B. Receive and discuss an update regarding the Capital Improvement Projects.
C. Receive and discuss an update regarding Police Department staffing.

8. CITY MANAGER'S REPORT

- A. Present an update regarding the City's upcoming holiday events.
B. Present an update regarding the upcoming Town Hall meeting on the development of the conceptual plan for the Stevenson Park parking lot on November 29, 2022.
C. Present and update regarding polling locations.

9. BUSINESS ITEM

- A. Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for drainage improvements at 310 and 301 W. Castlewood and 2 Queens Lane to mitigate future disaster losses within the City.
- B. Consider approving a three-year contract with the Friendswood Chamber of Commerce for economic development services.
- C. Consider ratifying the Interlocal Agreement with the Harris County Flood Control District, Galveston County, and the Galveston County Consolidated Drainage District for constructing an offline stormwater detention basin, colloquially known as the FM 1959 Detention Basin, located on land parcels owned by the Flood Control District and Harris County adjacent to Dixie Farm Road along the northern bank of Clear Creek, and the Whitcomb Channel Terracing and Stormwater Detention Basin projects located near FM 528 along the northern bank of Clear Creek.
- D. Consider awarding the Blackhawk Facility Renovation Project (CSP 2022-17) to Construction Masters of Houston, Inc.
- E. Consider authorizing a Grant Administrative Services with GrantWorks, Inc., for the Houston-Galveston Area Council (H-GAC) Council of Governments (COG) Method of Distribution (MOD) Grant (RFP 2022-18).
- F. Consider authorizing the City Manager to negotiate and enter into a Professional Services Agreement for the 2022 Funding of the Building Resilient Infrastructure and Communities (BRIC) Grant Program and/or Flood Mitigation Assistance (FMA) Grant Program for the City of Friendswood (RFQ 2022-19) with Freese and Nichols, Inc.
- G. Consider authorizing a Grant Administration Services Agreement with Jeff S. Ward and Associates, Inc., for grant application development and grant management for the 2022 Building Resilient Infrastructure and Communities (BRIC) Grant Program and/or Flood Mitigation Assistance (FMA) Grant Program (RFP 2022-20).
- H. Consider authorizing the First Amendment to the School Resource Officer Agreement with Friendswood Independent School District for certain technology improvements for an integrated safety response system.

10. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider a resolution adopting a Public Art/Display Policy.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment I" and providing for supplemental appropriation and/or transfer of certain funds.

11. CONSENT AGENDA

- A. Consider an ordinance on the second reading repealing Chapter 2 "Administration," Article II "Boards, Committees and Commissions"; Chapter 10 "Animals," Article VII "Animal Shelter Advisory Committee"; and Chapter 46 "Library," Article II "Friendswood Public Library," Section 46-19 "Board of Trustees" of the Friendswood City Code; amending Chapter 14 "Buildings and Building Regulations," Article I "In General," Section 14-3 "Construction board of adjustment and appeals"; Article II "Building Code," Section 14-24 "Amendments to International Building Code"; "Article III "Electrical Code," Division 2 "Appeals," Section 14-93 "Appeal of decisions by the building official or inspector"; Article IV "Plumbing Code," Section 14-253 "Amendments"; Article V "Mechanical Code," Section 14-275 "Amendments"; Article VI "International Fuel Gas Code," Section 14-300

"Amendments"; and Article X " Residential Code" Section 14-389 "International Residential Code for One-and Two-Family Dwellings adopted," Subsection (b) of the Friendswood City Code; and amending Chapter 2 "Administration" of the Friendswood City Code to add a new article to be numbered and entitled Article II "Boards, Committees, and Commissions" to codify all of the City's boards, committees, and commissions and update the references to such boards, committees and commissions.

- B. Consider appointing (i) Thomas McDonald, (ii) Nancy Sims, (iii) Anthony Scarpa, (iv) Rufino Ramirez, (v) Kathy Molinaro, (vi) Larry Sims, (vii) Michelle Bjacek, (viii) Christine Scarpa, (ix) Stephanie Karacostas, and (x) Stacy Scarpa to the Fourth of July Steering Committee for a three-year term beginning immediately and ending on October 31, 2025.
- C. Consider appointing (i) Patricia Steinke, (ii) Jeff Smith, (iii) Vijal Mahal, (iv) Shawn Potter, (v) Stephanie Reddick, and (vi) Pat Forke to the Keep Friendswood Beautiful Committee for a three-year term beginning immediately and ending October 31, 2025.
- D. Consider appointing (i) Ethel Zansler, (ii) Doris Ann Ochoa, and (iii) Charlene Mizener to the Senior Citizens Advisory Committee for a three-year term beginning immediately and ending on October 31, 2025, and appointing Carol Tomlinson to complete an unexpired term beginning immediately and ending October 31, 2024.
- E. Consider appointing (i) Robert Bozka and (ii) Allan Rasmussen to the Investment Committee for a three-year term beginning immediately and ending on October 31, 2025.
- F. Consider a resolution designating the City Manager as the Subrecipient Authorized Representative and granting the City Manager signatory authority for the Federal Emergency Management Agency's 2022 Building Resilient Infrastructure and Communities and Flood Mitigation Assistance Grant Programs.
- G. Consider a resolution designating the City Manager as the Subrecipient Authorized Representative and granting the City Manager signatory authority for the Houston-Galveston Area Council's Regional Mitigation Program - Council of Governments Method of Distribution.
- H. Consider authorizing a Cooperative Purchasing Agreement with the City of Pearland.
- I. Consider ratifying an agreement with Friendswood Independent School District for road closures for the Cline Fun Run to be held October 29, 2022.
- J. Consider approving the ad valorem tax report for September 2022.
- K. Consider approving the minutes of the City Council Regular Meeting held on October 3, 2022.
- L. Consider approving the minutes of the City Council Special Meeting held on October 26, 2022.

12. EXECUTIVE SESSION

- A. Recess into and convene into 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 and to seek the advice of the City's attorney on legal matters related thereto.

13. BUSINESS ITEM

- A. Consider an Economic Development Agreement with Tannos Development Group, LLC, for the construction of a mixed-use development at 408 S. Friendswood Drive.

14. 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. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TTY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).



Leticia Brysch, City Secretary
Posted in compliance with the Open Meetings Act on this 4th day of
November, 2022, at 3:00 p.m.



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: November 7, 2022

Date submitted: 09/29/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a proclamation declaring November 8, 2022, as Westwood Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance:

Expenditure:	Appropriation	Amount Budgeted:	Source of Funds:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Kids' Council for a Day (the "Kids' Council") allows students to step up to the dais to replace the council and staff in order to take part in a mock governance simulation. This item will allow the selected second-grade students from Westwood Elementary to participate in the Kid's Council in order to declare November 8, 2022, as Westwood Elementary School Day in the City of Friendswood, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Westwood Elementary Proclamation November 2022

PROCLAMATION
Office of the Mayor
City of Friendswood, Texas



*I, MIKE FOREMAN, by the virtue of the authority vested in me as
MAYOR of the City of Friendswood, Texas, do hereby proclaim:*

November 8, 2022

Westwood Elementary Day
IN THE CITY OF FRIENDSWOOD

WHEREAS, Westwood Elementary takes pride in its excellent teachers, support staff and parent volunteers that make up its learning community that celebrates each child's unique gifts; and

WHEREAS, at Westwood Elementary, the learning community believes that Music, Art, Physical Education, Library, Technology, and character development are integral in developing the whole child; and

WHEREAS, education is the key to a successful life, and the staff at Westwood Elementary is dedicated to providing the children of Westwood Elementary with a quality education in a safe environment; and

WHEREAS, the children at Westwood Elementary are engaged learners and Bucketfillers.

NOW THEREFORE, I, Mike Foreman, Mayor of the City of Friendswood, hereby declare November 8, 2022, as

Westwood Elementary Day in the City of Friendswood, Texas

In testimony whereof, witness by my hand and the Seal of the City of Friendswood, this 8th day of November, 2022.

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: November 7, 2022

Date submitted: 09/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding utility rates.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Staff will provide utility rates comparison, historical utility revenue and expenditures, key utility cost and rate drivers, brief discussion of the automated metering infrastructure project, and utility utility impacts.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Utility Rates Work Session PowerPoint - 10.27.2022

WORK SESSION

RECEIVE AND DISCUSS

City's Utility Rates and AMI Project Update



AGENDA

- **Utility Rates & Bill Comparison**
- **Historical Water & Sewer Revenue/Expenditures**
- **AMI Project Update**
- **What's Next?**



Friendswood to Pearland

	Monthly Water Base Charge	Water Above Base Charge (per 1,000)	Monthly Sewer Base Charge	Sewer Above Base Charge (per 1,000)	Bi-Monthly Water Charges 20,000 gallons	Bi-Monthly Sewer Charges 20,000 gallons	Bi- Monthly Total Bill	Rate Design Details
Pearland (current rates)	\$16.57 \$24.86 \$41.43 \$82.87 \$132.58 \$248.59 \$414.32 \$828.63 \$1,325.81 \$1,905.86	\$4.26 \$5.34 \$6.42 \$8.55	\$23.88 \$35.82 \$59.69 \$119.39 \$191.02 \$358.16 \$596.93 \$1,193.85 \$1,910.16 \$2,745.86	\$5.25	\$153.24	\$245.38	\$398.62	Base Charge - Meter Size 5/8" - \$16.57 (water) & \$23.88 (sewer) Base Charge - Meter Size 3/4" - \$24.86 (water) & \$35.82 (sewer) Base Charge - Meter Size 1" - \$41.43 (water) & \$59.69 (sewer) Base Charge - Meter Size 1 1/2" - \$82.87 (water) & \$119.39 (sewer) Base Charge - Meter Size 2" - \$132.58 (water) & \$191.02 (sewer) Base Charge - Meter Size 3" - \$248.59 (water) & \$358.16 (sewer) Base Charge - Meter Size 4" - \$414.32 (water) & \$596.93 (sewer) Base Charge - Meter Size 6" - \$828.63 (water) & \$1,193.85 (sewer) Base Charge - Meter Size 8" - \$1,325.81 (water) & \$1,910.16 (sewer) Base Charge - Meter Size 10" - \$1,905.86 (water) & \$2,745.86 (sewer) Base Charge for Water includes 2,290 gallons Water rate \$4.26 (tier 1 for 2,291 - 6,860 gallons) Water rate \$5.34 (tier 2 for 6,861 - 17,150 gallons) Water rate \$6.42 (tier 3 for 17,151 - 28,580 gallons) Water rate \$8.55 (tier 4 for 28,581 gallons and above) Sewer Charges above base - \$5.25 per 1,000 Sewer Charges capped at 12,000 gallons
Friendswood (Current rates)	\$22.73 \$79.25 \$126.93 \$221.15 \$355.73 \$692.20 \$1,095.97	\$3.21 \$4.01 \$6.02	\$26.63	\$4.16	\$90.40	\$136.46	\$226.86	Base Charge - Meter Size 1" or less - \$22.73 Base Charge - Meter Size 1 1/2" - \$79.25 Base Charge - Meter Size 2" - \$126.93 Base Charge - Meter Size 3" - \$221.15 Base Charge - Meter Size 4" - \$355.73 Base Charge - Meter Size 6" - \$692.20 Base Charge - Meter Size 8" - \$1,095.97 Base Charge includes 3,000 gallons Water rate \$3.21 (tier 1 for 3,001 - 10,000 gallons) Water rate \$4.01 (tier 2 for 10,001 - 25,000 gallons) Water rate \$6.02 (tier 3 for above 25,000 gallons) Sewer Charges based on WMA of water consumption @ \$4.16 per 1,000 gallons

Bill amounts based on 20,000 gallons consumption on a 1" meter at rates obtained in a survey completed 10/3/2022.

Friendswood to League City

	Monthly Water Base Charge	Water Above Base Charge (per 1,000)	Monthly Sewer Base Charge	Sewer Above Base Charge (per 1,000)	Bi-Monthly Water Charges 20,000 gallons	Bi-Monthly Sewer Charges 20,000 gallons	Bi- Monthly Total Bill	Rate Design Details
League City (current rates)	\$7.71 \$12.00 \$15.00	\$2.12 \$5.95 \$7.57 \$9.20	\$14.73	\$2.34 \$4.90	\$121.16	\$112.10	\$233.26	Base Charge - \$7.13 Minimum includes 0 gallons Water rate \$1.50 (tier 1 for 0 - 3,000 gallons) Water rate \$5.50 (tier 2 for 3,001 - 7,000 gallons) Water rate \$7.00 (tier 3 for 7,001 - 15,000 gallons) Water rate \$8.50 (tier 4 for above 25,001 gallons) Sewer rate \$1.80 (tier 1 for 0 - 3,000 gallons) Sewer rate \$4.62 (tier 2 for above 3,000 gallons) Sewer Charges capped at 10,000 gallons
Friendswood (Current rates)	\$22.73 \$79.25 \$126.93 \$221.15 \$355.73 \$692.20 \$1,095.97	\$3.21 \$4.01 \$6.02	\$26.63	\$4.16	\$90.40	\$136.46	\$226.86	Base Charge - Meter Size 1" or less - \$22.73 Base Charge - Meter Size 1 1/2" - \$79.25 Base Charge - Meter Size 2" - \$126.93 Base Charge - Meter Size 3" - \$221.15 Base Charge - Meter Size 4" - \$355.73 Base Charge - Meter Size 6" - \$692.20 Base Charge - Meter Size 8" - \$1,095.97 Base Charge includes 3,000 gallons Water rate \$3.21 (tier 1 for 3,001 - 10,000 gallons) Water rate \$4.01 (tier 2 for 10,001 - 25,000 gallons) Water rate \$6.02 (tier 3 for above 25,000 gallons) Sewer Charges based on WMA of water consumption @ \$4.16 per 1,000 gallons

Bill amounts based on 20,000 gallons consumption on a 1" meter at rates obtained in a survey completed 10/3/2022.

Friendswood to Alvin

	Monthly Water Base Charge	Water Above Base Charge (per 1,000)	Monthly Sewer Base Charge	Sewer Above Base Charge (per 1,000)	Bi-Monthly Water Charges 20,000 gallons	Bi-Monthly Sewer Charges 20,000 gallons	Bi- Monthly Total Bill	Rate Design Details
Alvin (Current rates)	\$20.43 \$0.08 GWD Fee \$0.50 TCEQ Fee	\$5.22 + \$0.04 GWD Fee \$7.97	\$31.68	\$5.22	\$142.04	\$146.88	\$288.92	Base Charge \$21.01 includes 2,000 gallons Water rate \$5.26 - includes GWD Fee of \$0.04 per 1,000 gallons (tier 1 for 2,001 - 7,000 gallons) Water rate \$7.97 (tier 2 for above 7,000 gallons) Base Sewer Charge \$31.68 includes 2,000 gallons Sewer rate above base consumption - \$5.22 per 1,000 gallons No cap on sewer charges
Friendswood (Current rates)	\$22.73 \$79.25 \$126.93 \$221.15 \$355.73 \$692.20 \$1,095.97	\$3.21 \$4.01 \$6.02	\$26.63	\$4.16	\$90.40	\$136.46	\$226.86	Base Charge - Meter Size 1" or less - \$22.73 Base Charge - Meter Size 1 1/2" - \$79.25 Base Charge - Meter Size 2" - \$126.93 Base Charge - Meter Size 3" - \$221.15 Base Charge - Meter Size 4" - \$355.73 Base Charge - Meter Size 6" - \$692.20 Base Charge - Meter Size 8" - \$1,095.97 Base Charge includes 3,000 gallons Water rate \$3.21 (tier 1 for 3,001 - 10,000 gallons) Water rate \$4.01 (tier 2 for 10,001 - 25,000 gallons) Water rate \$6.02 (tier 3 for above 25,000 gallons) Sewer Charges based on WMA of water consumption @ \$4.16 per 1,000 gallons

Bill amounts based on 20,000 gallons consumption on a 1" meter at rates obtained in a survey completed 10/3/2022.

Friendswood to Webster

	Monthly Water Base Charge	Water Above Base Charge (per 1,000)	Monthly Sewer Base Charge	Sewer Above Base Charge (per 1,000)	Bi-Monthly Water Charges 20,000 gallons	Bi-Monthly Sewer Charges 20,000 gallons	Bi- Monthly Total Bill	Rate Design Details
Webster (Current rates)	\$6.83 \$7.51 \$9.56 \$12.30 \$19.81 \$75.14 \$95.63 \$143.45 \$173.21 \$198.10	\$4.43	\$10.13	\$5.46	\$90.00	\$107.62	\$197.62	Base Charge - 5/8" meter - \$6.83 Base Charge - 3/4" Meter Size - \$7.51 Base Charge - 1" Meter Size - \$9.56 Base Charge - 1 1/2" Meter Size - \$12.30 Base Charge - 2" Meter Size - \$19.81 Base Charge - 3" Meter Size - \$75.14 Base Charge - 4" Meter Size - \$95.63 Base Charge - 6" Meter Size - \$143.45 Base Charge - 8" Meter Size - \$173.21 Base Charge - 10" Meter Size - \$198.10 Base Charge includes 2,000 gallons Water rate \$4.43 (tier 1 for above 2,000 gallons) Sewer Base Charge \$10.13 Sewer rate above base consumption - \$5.43 per 1,000 gallons Base charge includes 2,000 gallons Based on Winter months average with no cap on sewer charges
Friendswood (Current rates)	\$22.73 \$79.25 \$126.93 \$221.15 \$355.73 \$692.20 \$1,095.97	\$3.21 \$4.01 \$6.02	\$26.63	\$4.16	\$90.40	\$136.46	\$226.86	Base Charge - Meter Size 1" or less - \$22.73 Base Charge - Meter Size 1 1/2" - \$79.25 Base Charge - Meter Size 2" - \$126.93 Base Charge - Meter Size 3" - \$221.15 Base Charge - Meter Size 4" - \$355.73 Base Charge - Meter Size 6" - \$692.20 Base Charge - Meter Size 8" - \$1,095.97 Base Charge includes 3,000 gallons Water rate \$3.21 (tier 1 for 3,001 - 10,000 gallons) Water rate \$4.01 (tier 2 for 10,001 - 25,000 gallons) Water rate \$6.02 (tier 3 for above 25,000 gallons) Sewer Charges based on WMA of water consumption @ \$4.16 per 1,000 gallons

Bill amounts based on 20,000 gallons consumption on a 1" meter at rates obtained in a survey completed 10/3/2022.

Historical Water Utilities Revenue & Expenditures

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022 (estimated)	FY2023 (budget)
Water Revenue	\$5,892,313	\$6,392,613	\$6,456,020	\$6,768,422	\$8,176,325	\$8,013,988	\$8,548,086	\$8,548,086
Water Meter Sales	\$28,175	\$42,765	\$43,617	\$26,420	\$28,460	\$17,455	\$165,000	\$30,000
Administrative Fees	\$126,150	\$135,442	\$152,395	\$195,601	\$224,359	\$238,089	\$232,519	\$218,216
Interest Earnings	\$31,386	\$36,086	\$118,664	\$90,306	\$51,409	\$10,953	\$26,323	\$102,403
Misc. Receipts	\$44,735	\$800	\$38,634	\$275,462	\$15,501	\$125,912	\$190	\$0
Total Revenue	\$6,122,759	\$6,607,706	\$6,809,330	\$7,356,211	\$8,496,054	\$8,406,397	\$8,972,118	\$8,898,705
Water Utilities	\$674,570	\$668,756	\$729,266	\$792,423	\$629,213	\$644,469	\$731,532	\$927,820
Water Operations	\$1,825,799	\$2,115,478	\$2,138,219	\$2,493,675	\$3,547,248	\$4,037,562	\$3,104,403	\$2,820,799
Administrative Depts	\$523,521	\$601,590	\$307,068	\$541,033	\$767,346	\$731,302	\$835,002	\$1,002,803
Capital Improvements	\$45,315	\$97,870	\$50,656	\$397,018	\$123,621	\$130,966	\$0	\$109,500
Interfund Transfers	\$698,705	\$679,372	\$777,425	\$728,345	\$730,852	\$770,927	\$854,166	\$901,900
Debt Service	\$1,397,342	\$1,451,713	\$1,583,188	\$1,391,050	\$2,232,275	\$2,292,713	\$2,513,963	\$2,263,050
Total Expenses	\$5,165,252	\$5,614,779	\$5,585,822	\$6,343,544	\$8,030,555	\$8,607,939	\$8,039,066	\$8,025,872
Net Revenue/(Loss)	\$957,507	\$992,927	\$1,223,508	\$1,012,667	\$465,499	\$201,542	\$933,052	\$872,833



Historical Sewer Utilities Revenue & Expenditures

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022 (estimated)	FY2023 (budget)
Sewer Revenue	\$4,594,337	\$4,928,613	\$4,861,038	\$5,590,017	\$7,522,708	\$8,829,169	\$9,037,580	\$9,037,580
Administrative Fees	\$126,150	\$135,442	\$152,395	\$195,601	\$224,359	\$238,089	\$232,519	\$218,216
Interest Earnings	\$31,386	\$36,086	\$118,664	\$90,306	\$51,409	\$10,953	\$26,323	\$102,403
Misc. Receipts	\$44,735	\$800	\$38,634	\$275,462	\$15,501	\$125,912	\$190	\$0
Total Revenue	\$4,796,608	\$5,100,941	\$5,170,731	\$6,151,386	\$7,813,977	\$9,204,123	\$9,296,612	\$9,358,199
Sewer Utilities	\$448,564	\$460,427	\$488,685	\$576,610	\$629,213	\$526,030	\$718,225	\$631,976
Sewer Operations	\$2,243,203	\$2,206,521	\$2,435,060	\$4,470,578	\$3,938,371	\$2,631,346	\$6,061,765	3,470,494
Administrative Depts	\$523,521	\$601,590	\$307,068	\$541,033	\$767,346	\$731,302	\$835,002	\$1,002,803
Capital Improvements	\$104,975	\$352,034	\$349,501	\$66,339	\$63,033	\$405,519	\$808,873	\$409,500
Interfund Transfers	\$698,705	\$679,372	\$777,425	\$728,345	\$730,852	\$770,927	\$854,166	\$901,900
Debt Service	\$1,397,342	\$1,451,713	\$1,583,188	\$1,391,050	\$2,232,275	\$2,292,713	\$2,513,963	\$2,263,050
Total Expenses	\$5,416,310	\$5,751,657	\$5,940,927	\$7,773,995	\$8,358,090	\$7,357,837	\$11,791,994	\$8,679,723
Net Revenue/(Loss)	(\$619,702)	(\$650,716)	(\$770,196)	(\$1,622,569)	(\$544,113)	\$1,846,286	(\$2,495,382)	\$678,476



Key Utility Cost/Rate Drivers

- Operational Expense Increases
 - Contractual Obligations
 - Inflation
- Utility Capital Improvements
 - 5-Year Planning window - \$40M+
 - Beyond 5-Years - \$45M+
 - Inflation



Automated Meter Infrastructure (AMI) Project Update

- Water Meter Change-Outs (as of 10/25/2022)
 - 94.7% complete (13,418 meters)
 - Completion goal – December 2022
- Neptune 360 City Portal
 - Records meter readings from towers
 - Data will be used for utility billing
- WaterSmart Self-Service Customer Portal
 - Internal Pilot Program (Oct - Nov 2022)
 - Public Roll-out (December 2022)



What's Next?

- Possible Transition to Monthly Utility Billing
 - Savings from meter reading service will offset additional printing and postage cost
- Utility Capital Improvements Plan Update
 - Project identification
 - Prioritization
 - Cost estimates
- Utility Cost of Service and Rate Study
 - Current rates by City Council Ordinance
 - FY 2017 - 2018 study
 - Future utility rate recommendation



Questions?



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: November 7, 2022

Date submitted: 09/29/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the Capital Improvement Projects.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Council will be updated on the latest regarding ongoing Capital Improvement Projects in the City. Updates will include projects such as the Blackhawk Boulevard Phase II-B Project, 2021-2022 Street Maintenance Program, 2019 Bond projects, and more.

The update will be in the form of a Power Point presentation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP Update November 2022

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



TM

Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood Drive

STATUS:

Construction 48% complete

Foundation poured, steel erection forthcoming

Target date: May 2023



Public Safety Building Expansion

LOCATION:

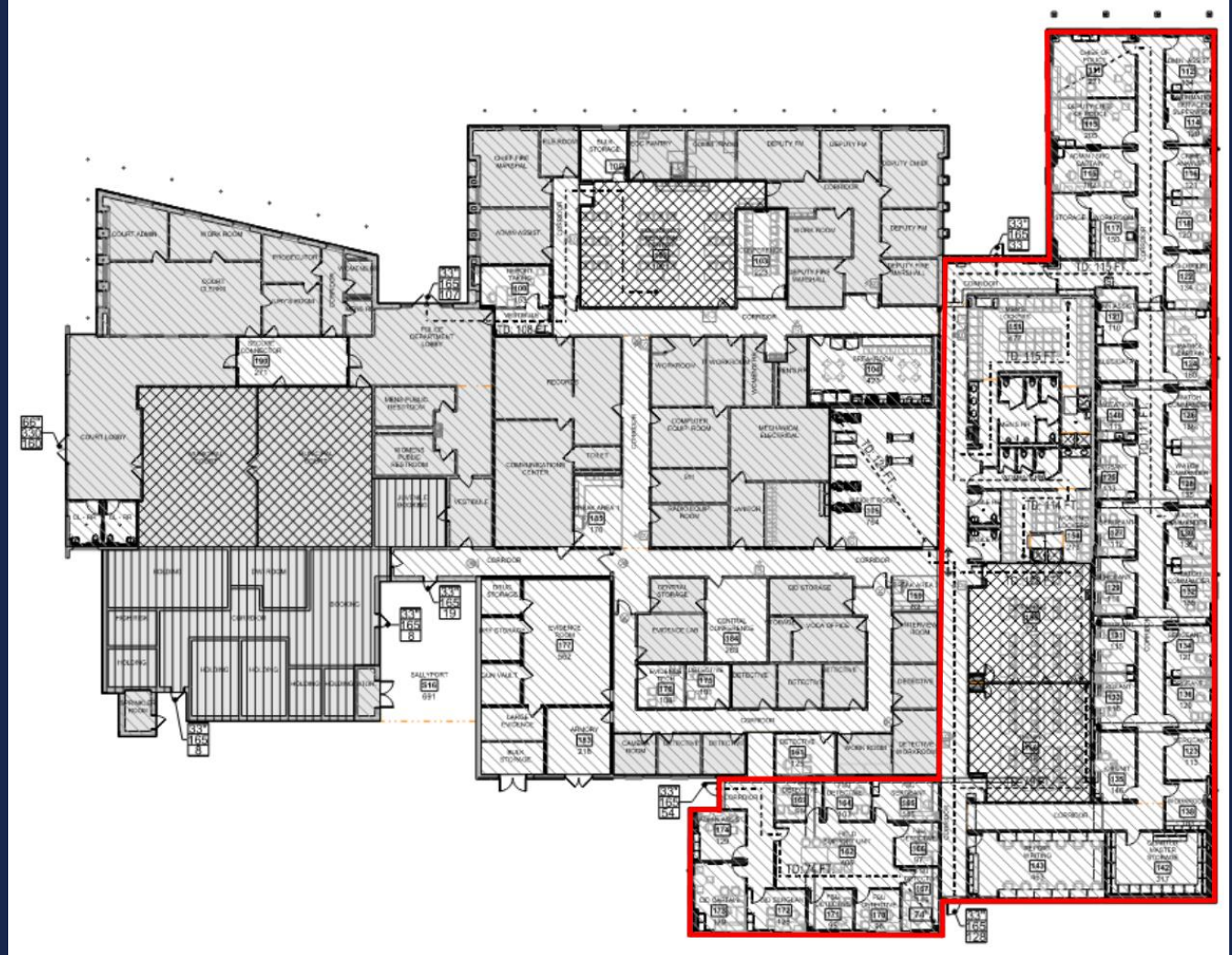
1600 Whitaker Drive

STATUS:

Construction 73% complete

Interior work ongoing

Target date: April 2023



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Main facility construction contract approval on tonight's agenda

Shelter renovation component will commence after substantial completion of new offices



2022 Street Maintenance Program

LOCATION:

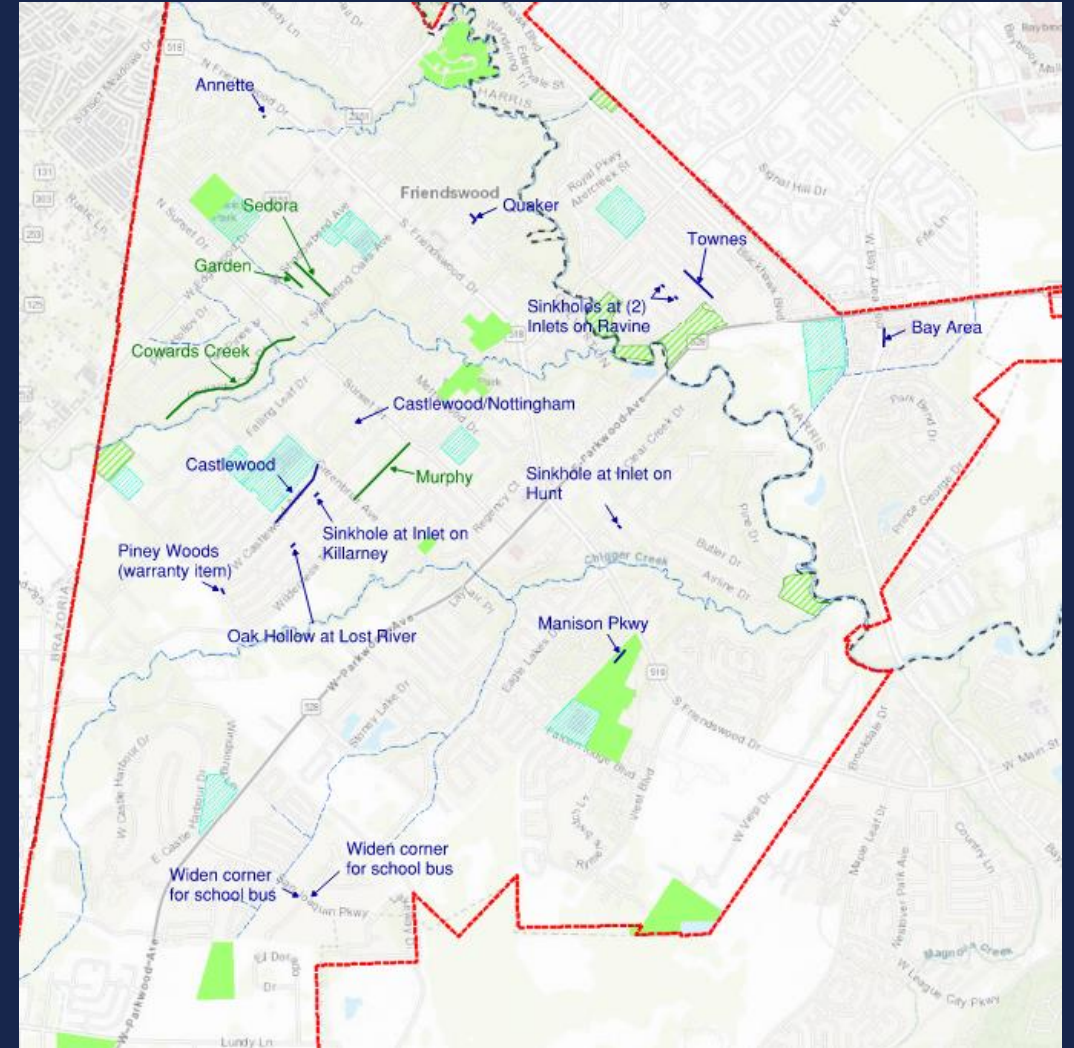
Multiple

STATUS:

Concrete and asphalt contracts complete

Striping contract substantially complete,
punch list ongoing

15+ miles of striping completed



Blackhawk Blvd - Phase II-B

LOCATION:

Blackhawk Boulevard (Geneva Dr to FM 2351)

STATUS:

City contribution \$1.2 million with County match

Harris County approved Interlocal Agreement
October 2022

Repackaging of engineering plans underway

Will start at the current northern terminus of
rebuilt street and will extend approximately
1115 feet (0.85 lane miles)



TxDOT Projects

FM 518 Curb & Ramp Project

- Construction continuing
- Traffic signals have been wired
- TxDOT working on change order to connect all signals together
- Signals will be energized once networked, old strand lights removed at that time
- TxDOT exploring options to address brick pavers that do not meet specification



TxDOT Coordination

FM 518/FM 528 Intersection Improvements

- Request for improvements submitted to TxDOT July 2022
- Galveston Area Engineer submitted to Traffic Safety Division for consideration in the 2022 Highway Safety Improvement Program (HSIP) call for projects
- Projects still being compiled statewide (estimated cutoff date December 2022)
- Improvements would include double turn lanes, right turn lanes, signalization improvements



Questions / Comments



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: November 7, 2022

Date submitted: 10/04/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding Police Department staffing.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

With the sustained growth that Friendswood is experiencing, staffing is a legitimate request to consider, especially in light of the Department's commitment to maintain high quality services and a safe environment for citizens.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Investments in staffing have allowed the police department to absorb new work resulting from population growth, increased service demands, and to address community priorities and concerns.

RECOMMENDATIONS

ATTACHMENTS

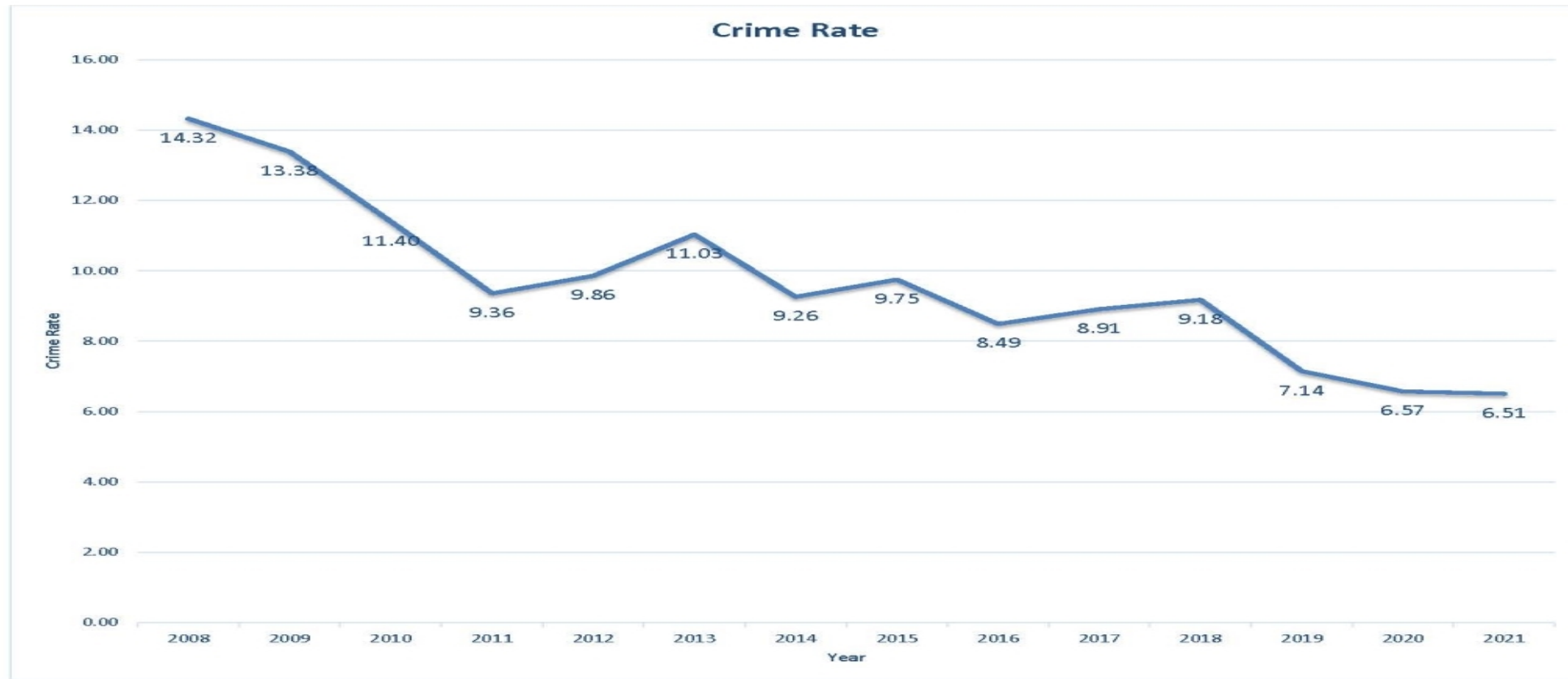
1. PD STAFFING ver 8

CITY OF FRIENDSWOOD

Police Department Staffing



Crime Rate



Regional Staffing Comparison (authorized)

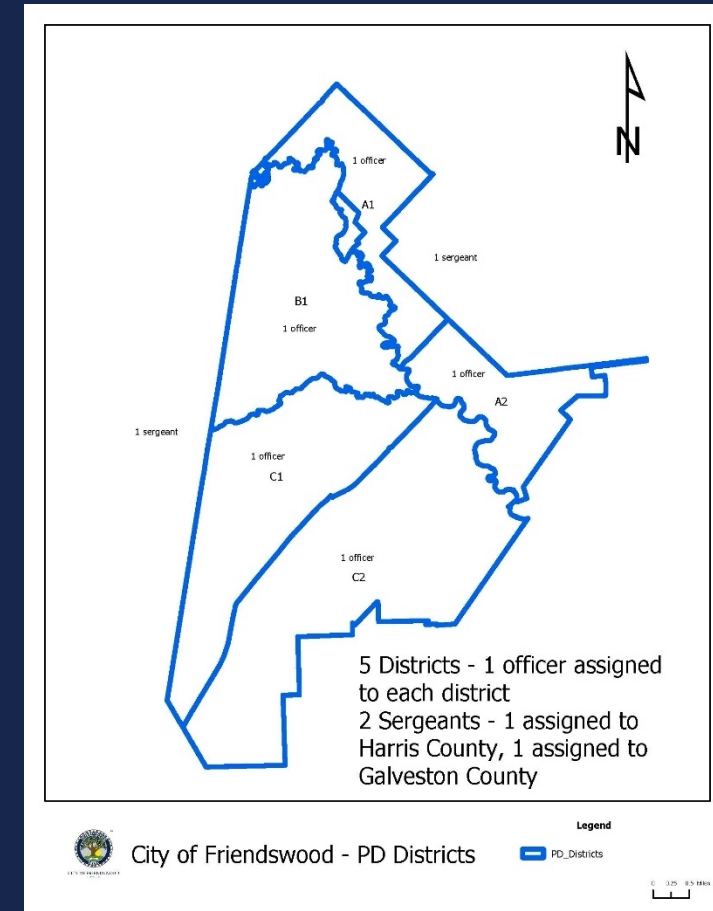
Jurisdiction	Commissioned Personnel	Civilian Personnel	Total	Population	Officers per 1,000 citizens	Index Crimes (2021)	Crime Rate
Friendswood	66	22	88	42,187	1.56	270	6.40
League City	126	67	193	110,518	1.14	1,309	11.84
Pearland	182	67	249	126,111	1.44	1,957	15.52
Deer Park	60	26	86	33,631	1.78	497	14.78
La Porte	81	33	114	35,102	2.31	462	13.16
Alvin	60	22	82	27,015	2.22	760	28.13
Sugar Land	174	50	224	119,671	1.45	1,550	12.95
Rosenburg	78	25	103	39,162	1.99	697	17.80

FPD Staffing 2008 to present

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	end of June 2022
Population	37000	37733	37980	38140	38750	38980	39200	39700	39926	40634	41075	41291	41683	41951	42187
No. Sworn Officers -Authorized	56	57	57	57	58	59	61	61	62	64	66	66	64	65	65
Officers/1,000 residents	1.51	1.51	1.50	1.49	1.50	1.51	1.56	1.54	1.55	1.58	1.61	1.60	1.54	1.55	1.54

Approaches to determine staffing needs

- Per capita
 - Optimum number of officers per person
- Minimum-staffing
 - Sufficient number of patrol officers to deploy at any one time
- Authorized-level
 - Budget allocations to specify a number officers that may be allocated
- Workload
 - Derive staffing indicators from demand for service



Effective Policing Philosophy

- **Work to reduce crime rather than merely react to it.**
- **Dismantle the myth of the 9-1-1 cure-all and educates and encourages action by all citizens to help reduce crime and improve community livability.**
- **Take responsibility for the level of crime in a community and commit all its resources to reducing it.**

Is crime the only concern?

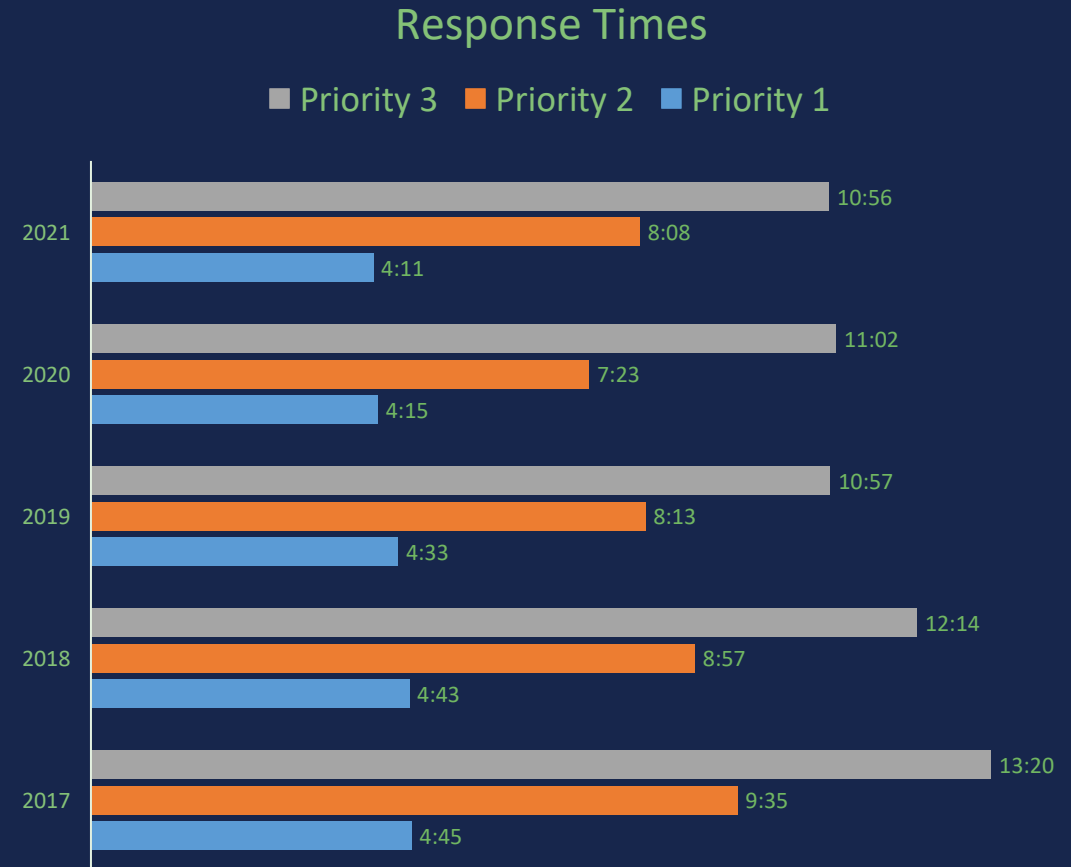
- **Citizen expectation of services**
- **Implement industry-recognized best police practices**
- **Train to meet required industry standards and legislative mandates**
- **Provide shift relief and enough leave time to prevent officer fatigue**

Factors that influence delivery of service

- **Accepting or seeking out additional tasks**
- **Specialization within the department**
- **Increases in calls for service and population growth without planning for commensurate increases in personnel**
- **Injuries, FMLA, vacations, resignations, terminations, and training**

Community Expectations & Industry Realities

- Full range of police services from school crossing guards to critical incident management
- Police Department overall staffing
- Peace officer and population correlation
- Patrol response times
- Crime experience inside the City, in the unincorporated areas, and cities in the regional area
- Plan to meet the critical shortage of police applicants (pay and benefits have to be competitive)
- Industry stressors regarding supply chain, inflation, vehicle availability, and technology obsolescence



Additional Factors to Consider

- **Ability of the community to afford police services**
- **General credibility of the police department in the community**
- **Community demand for services and community tolerance for criminal activity, slower response times, traffic accidents and general disorder**
- **Public safety challenges accepted as being real/valid by the community**
- **Staffing levels and growth in adjacent communities that may impact positively or negatively on crime in the community**
- **Effectiveness of judges and prosecutors in addressing matters relating to repeat offenders**

Other Non-Sworn Staffing Concerns

- **Department operates a 24/7 dispatch center for Police, Fire, EMS, and Public Works**
 - The same factors to determine staffing for sworn personnel need to exist for non-sworn personnel
 - Sending someone to training, having an employee call in sick, or on vacation has a detrimental impact on service level
- **Department operates an Animal Control unit with 4 full time personnel**
 - The same approaches to determine staffing needs exist in this division as well
 - Currently not a 24/7 response
 - Increase service response level to 10 PM

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: November 7, 2022

Date submitted: 09/29/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City's upcoming holiday events.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Parks Department will be hosting the following events:

- Veteran's Day for the Senior Program, November 14th,
- Blue Santa Softball Tournament, November 19th,
- Holiday Lighted Trail will be turned on Thanksgiving night,
- Christmas Fairy Hunt in Stevenson Park begins November 19th,
- Senior Center Thanksgiving Potluck, November 22nd,
- Holidays in the Park, December 2,9,16,
- Flap Jack Fun Run, December 3rd,
- Santa in the Park, December 3rd, and
- Breakfast with Santa at the Senior Center, December 21st.

The Friendswood Library will be hosting the following events:

- Santa at the Library, December 5, from 6-7:30 p.m., and
- Mayor & Council Holiday Storytime, December 14th at 10:10 a.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Fall Haul 2022
2. 2022 Health Fair
3. Flapjack 2022 flyer
4. Blue Santa 2022 flyer1
5. Santa in the Park 8.5X11 2022

FALL HAUL

NOVEMBER 12, 2022

8:00 AM - 2:00 PM

Centennial Park - 2200 S. Friendswood Dr.



FRIENDSWOOD RESIDENTS

Please have your ID available for proof of residency.

SHREDDING SERVICES

Shredding will be offered from 8 a.m. - 12 p.m., or until truck is full. There will be a 200 lb limit of paper per vehicle. Items not able to be shredded are 3 ring binders, cardboard, floppy disks, hanging file folders, newspaper, microfiche, and video tapes.

GARAGE SALE

KFB will be accepting garage sale donations such as; furniture, household items, bikes, etc. in good condition, (clothing not accepted). Garage sale items can be dropped off from 8 a.m. - 12 p.m. at Centennial Park. All proceeds from the garage sale will benefit the beautification of City facilities and parks.

CLEAN-UP ITEMS

Tree limbs, grass clippings, old appliances, old furniture, unwanted wood, metal, and plastic.

NO HAZARDOUS WASTE

Examples of items that will not be accepted are: tires, paint, batteries, oil, or any other household hazardous waste. If you have any questions please call the Parks and Recreation Department at 281-996-3220.





FRIENDSWOOD SENIOR CITIZEN PROGRAM



Friendswood Activity Building
416 Morningside Dr.

Thursday,

October 27, 2022

10:00 am - 1:00 pm

 **FLU VACCINE SHOTS**

 **NUTRITION & FITNESS ADVICE**

 **SCREENINGS & TESTS**

 **PRIZE GIVEAWAYS**

 **MEET LOCAL WELLNESS
PROVIDERS**

 **SNACKS**

Flapjack FUN RUN

5K FUN RUN/WALK & KID'S K RUN



DECEMBER

3

Stevenson Park - 1100 S. Friendswood Dr.

8:00 AM Kid's K (12 & under)

8:20 AM 5K Fun Run (Run/Walk)

Packet Pick-Up - December 2nd at Friendswood City Hall from 8AM - 5PM

	Kid's K	5K Walk	5K Run
October 1 -31	\$25	\$35	\$40
November 1 – Dec. 2	\$35	\$45	\$50
Dec. 3 (Race Day)	\$40	\$50	\$55

Register for the race at friendswood.com/register

WHAT YOU GET:

- Race Shirt
- "I ♥ Flapjacks" Sweatband
- Custom Sticker
- Custom Event Flapjack Socks
- Flapjack 5K & Kid's K Finisher Medals
- Whataburger Pancake Breakfast





SATURDAY, NOVEMBER 19

SCHULZ SPORTSPARK, 2910 W. PARKWOOD, FRIENDSWOOD, TX

Adult Co-ed & Men's "D" Divisions

\$25 per team (\$15 umpire fee per game) or one new bicycle per team

1st Place – Award, Shirts, \$100 Gift Card | **2nd Place** – Shirts

HR DERBY: \$15 per participant | **RULES:** USA rules. Co-Ed may play 6 guys, 4 girls.

Call 281-996-3228 to register by **November 15th** with credit card payment. For additional information, please email mboyett@friendswood.com.





Santa in the Park

& LIGHTED CHRISTMAS TRAIL

DECEMBER 3 • 3:00 PM - 8:00 PM • STEVENSON PARK

Photos with Santa 3:00 PM

Snow Hill - 40,000 lbs. of Snow!

Parade 6-7PM

Tree Lighting & Fireworks 7:30 PM

Children Activities

Live Entertainment

100,000 lights

Holiday Market



#FWDSANTA



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: November 7, 2022

Date submitted: 10/04/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the upcoming Town Hall meeting on the development of the conceptual plan for the Stevenson Park parking lot on November 29, 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Town Hall Meeting Recap.

- The 2nd of three Town Hall Meeting took place on Tuesday, October 25th at 6pm
- There were roughly 30 residents in attendance
- There were 10 Fisd students in attendance sharing their thoughts and ideas on the proposed project
- Some new design ideas were shared by students

Next Town Hall Meeting is scheduled for November 29th, 6pm at the library

- Updated survey went live during the 1st week of November
- The survey will only run for a short period of time to allow for all data to be evaluated
- Results will be presented at the final Town Hall Meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Townhall Meeting 8.5x11

TOWN HALL MEETINGS

TO DEVELOP A CONCEPTUAL PLAN FOR STEVENSON PARK PARKING LOT

SEPTEMBER 20 | OCTOBER 25 | NOVEMBER 29

6:00 - 7:00 PM

FRIENDSWOOD LIBRARY - 416 S. FRIENDSWOOD DR.

ALL MEETINGS ARE OPEN TO THE PUBLIC

OBJECTIVES

First & Second Meeting

- Provide site information and gather input.
- Prepare and present regional context, site inventory, site analysis and suggested park programming via exhibits and PowerPoint.

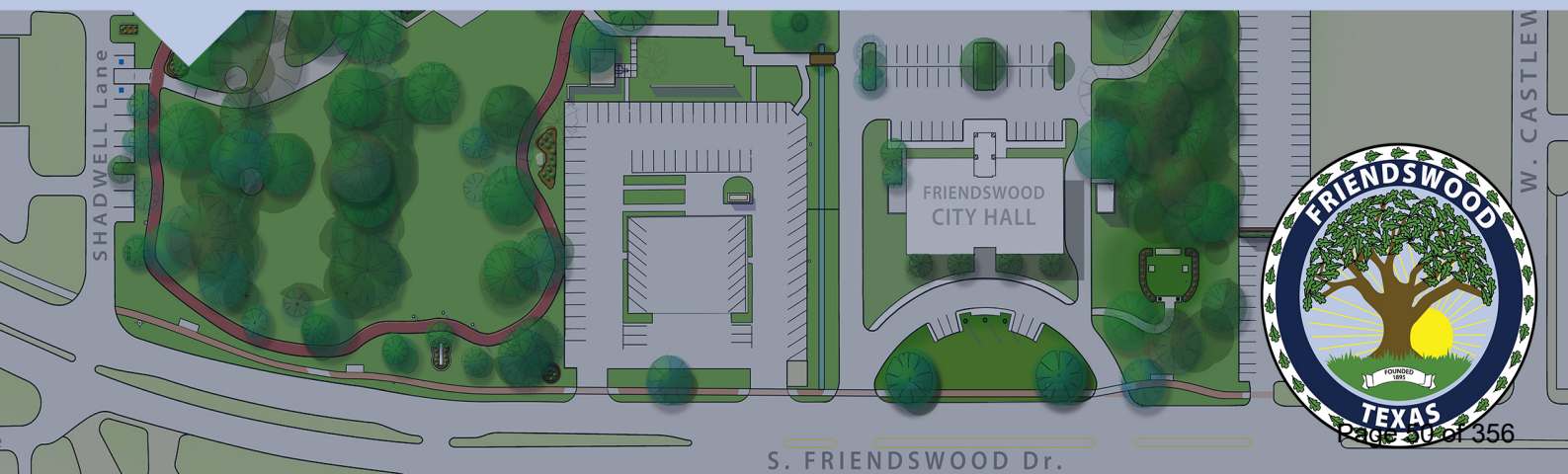
Third Meeting

- Present conceptual plans.
- Prepare and present up to three park site plans based on public engagement and document public comments.

ONLINE SURVEY

Can't Make a Meeting?

Take the online survey to submit your input
at friendswood.com/survey or use the QR code.



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: November 7, 2022

Date submitted: 10/27/2022

Prepared by: Morad Kabiri, City Manager

Subject: Present and update regarding polling locations.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Staff will present the Council an overview of the polling locations in the city limits of Friendswood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 11 08 Election EV and ED Info Sheet



Office of the City Secretary
Leticia Brysch

NOVEMBER 8, 2022, ELECTION INFORMATION

Please note that the November 8, 2022, Election is not being administered by the City of Friendswood (the “City”), nor does the City have any items on the ballot. This flyer is for informational purposes only and is not to be considered official records related to this election. For information related to the November 8th election, please contact the Elections Administrator of the county in which you reside.

Early Voting by Personal Appearance will begin on Monday, October 24, 2022, and end on Friday, November 4, 2022. Friendswood is located in two counties that will have different early voting hours and locations. Below is listed the early voting by personal appearance information for the main early voting polling locations and locations near or within Friendswood for each county for the November 8, 2022, Election:

HARRIS COUNTY	GALVESTON COUNTY
Main EV Polling Location: NRG Arena 1 NRG Pkwy Houston, TX 77054	Main EV Polling Location: Galveston County Justice Center, 600 59th Street, First Floor Break Room Galveston, TX 77551
Branch EV Polling Locations closest to Friendswood: Forest Bend Civic Building, Meeting Room 4300 Laura Leigh Lane Friendswood, TX 77546	Branch EV Polling Locations: Friendswood Chamber of Commerce 1100 S. Friendswood Dr. Friendswood, TX 77546
The early voting office hours are as follows: <i>Monday - Friday, 10/24 – 10/28, from 7:00 a.m. – 7:00 p.m.</i> <i>Saturday, 10/29, from 7:00 a.m. – 7:00 p.m.</i> <i>Sunday, 10/30, from 12:00 p.m. – 7:00 p.m.</i> <i>Monday – Wednesday, 10/31 – 11/02, from 7:00 a.m. – 7:00 p.m.</i> <i>Thursday, 11/03, from 7:00 a.m. – 10:00 p.m.</i> <i>Friday, 11/04, from 7:00 a.m. – 7:00 p.m.</i>	The early voting office hours are as follows: <i>Monday - Friday, 10/24 – 10/28, from 8:00 a.m. – 5:00 p.m.</i> <i>Saturday, 10/29, from 7:00 a.m. – 7:00 p.m.</i> <i>Sunday, 10/30, from 1:00 p.m. – 7:00 p.m.</i> <i>Monday – Friday, from 10/31 – 11/04, 7:00 a.m. – 7:00 p.m.</i>
For More Information or Additional EV Locations & Times: Call 713-755-6965 or visit http://www.harrisvotes.org	For More Information or Additional EV Locations: Call 409-770-5108 or visit: https://www.galvestonvotes.org/voter-information/polling-locations

ELECTION DAY POLLING PLACES – TUESDAY, NOVEMBER 8, 2022, FROM 7 a.m. to 7 p.m.

(Voters may CHOOSE to vote at any designated voting center throughout the county in which they reside.)

GALVESTON COUNTY – COUNTYWIDE POLLING LOCATIONS
For more or changed countywide polling locations in Galveston County visit: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Chamber of Commerce – 1100 S. Friendswood Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS COUNTY - COUNTYWIDE POLLING LOCATIONS
For more or changed countywide polling locations in Harris County visit: www.harrisvotes.com
Westbrook Intermediate School – Gym , 302 West El Dorado Blvd., Friendswood, TX 77546
Forest Bend Civic Building, Meeting Room - 4300 Laura Leigh Lane, Friendswood, TX 77546
Clear Brook High School – Gym 3 – 4607 FM 2351, Friendswood, TX 77546

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: November 7, 2022

Date submitted: 09/29/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for drainage improvements at 310 and 301 W. Castlewood and 2 Queens Lane to mitigate future disaster losses within the City.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed Interlocal Agreement with Galveston County Consolidated Drainage District (the "District") is for the development of drainage improvements at 310 and 301 W. Castlewood and 2 Queens Lane to mitigate future disaster losses within the City. Under the Agreement,

1. the District, at its sole cost and expense, shall:

- create a drainage model,
- design drainage improvements,
- incorporate feedback received from the City concerning the design of the drainage improvements
- construct the drainage improvements,
- restore the property, which is not a part of the drainage improvements, and
- maintain the improvements along with any pilot channels/ancillary drainage components; and

2. the City shall:

- grant the District appropriate easements to allow the District to use the three properties which were acquired through FEMA's Hazard Mitigation Grant Buyout Program for the drainage improvements,
- timely review and comment on the design documents submitted to it by the District, and
- maintain the property, which is not part of the improvements or any pilot channels/ancillary drainage components.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Construction of drainage improvements at this location will help lower the risk of flooding in the area.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood - GCCDD Interlocal Agreement with Exhibit

**INTERLOCAL AGREEMENT BY
AND BETWEEN
CITY OF FRIENDSWOOD AND
GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Interlocal Agreement ("Agreement") is made and entered into as of the _ day of September, 2022, by and between the City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas (the "City"), and the Galveston County Consolidated Drainage District, a conservation and reclamation district organized and existing pursuant to Article XVI, Section 59 of the Constitution of the State of Texas (the "District"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, pursuant to Chapter 791 of the Texas Government Code (the "Act"), local governments are authorized to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, the City and the District are each " local governments," as defined in the Act; and

WHEREAS, the corporate limits of the City includes territory in both Galveston and Harris Counties, Texas; and

WHEREAS, that portion of the City that is located within Galveston County is also located within the corporate boundaries of the District; and

WHEREAS, the City acquired the following properties located within the boundaries of the City and the District through FEMA's Hazard Mitigation Grant Buyout Program to mitigate future disaster losses within the City:

1. 310 W. Castlewood, Friendswood, Galveston County, Texas;
2. 30 I W. Castlewood, Friendswood, Galveston County, Texas; and
3. 2 Queens Lane, Friendswood, Galveston County, Texas;

as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (collectively the "Property"); and

WHEREAS, The District was created and exists for the purpose of reclamation and drainage of flooded lands and other lands needing drainage within the District; and

WHEREAS, in furtherance thereof, the District is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, the City and the District have determined the development of detention facilities on the Property (the "Improvements") are a necessary drainage improvement that will be beneficial to neighboring flood-prone properties; and

WHEREAS, the development and construction of such Improvements are governmental functions in which the contracting parties are mutually interested; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, the City and the District do hereby find, determine, and agree as follows:

1. Findings. The facts and matters set forth in the preamble of this Agreement are hereby found to be true and correct.
2. Purpose. The purpose of this Agreement is to promote and protect public health, safety, and welfare by minimizing public and private losses resulting from flood conditions through the construction of the Improvements.
3. City's Responsibilities.
 - 3.01 The City shall timely review and provide comments concerning the PER and the Construction Documents, as defined in Section 4.02 of this Agreement, for the Improvements on the Property.
 - 3.02 The City shall, by this Agreement, provide the District the use of the Property for the purposes of constructing detention facilities for flood control, floodplain management, and flood damage prevention purposes, and grant the District the appropriate easements and temporary rights of entry onto the Property to fulfill the District's construction and maintenance obligations hereunder.
 - 3.03 The City shall maintain the Property with the exception of the Improvements, which the District will maintain in perpetuity pursuant to Section 4.06 of this Agreement.
4. District's Responsibilities.
 - 4.01 The District shall, at its cost and expense, create a drainage model highlighting the improvements to the floodplain as a result of installing the detention facilities.
 - 4.02 Upon completion of the model, the District shall, at its cost and expense, design and subsequently construct the Improvements on the Property in accordance

with all applicable laws, rules and regulations. The District shall provide engineering services and related support services necessary for the preliminary engineering report (the "PER"), and preparations of the plans, specifications, estimates and a project manual for the construction of the Improvements (the "Construction Documents"). The District shall submit the PER and the Construction Documents to the City for the City's review and comment when approximately 50, 90 and 100 percent complete. The City shall provide comments to the District within twenty (20) working days or the plans will be deemed approved. The District shall incorporate the City's comments into the PER and Construction Documents.

- 4.03 The District will cause to be inserted in the Construction Documents for the Improvements an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and the City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Improvements or any associated improvements, or on account of any act of omission by the contractor. The District will require its contractors to name the District and the City as additional insureds.
- 4.04 The District will award the construction contract for the Improvements in accordance with competitive bidding laws applicable to the District. The District's determination of the lowest responsible bidder, or best value proposer, if applicable, for the Improvements shall be final. The City shall have access at all reasonable times to the construction site and to all relevant drawings, specifications, Contract Documents, and records to verify that the Improvements are constructed in compliance with this Agreement. The District will include the City in all Project design and construction progress meetings.
- 4.05 During the construction and subsequent reconstruction and/or maintenance of the Improvements, the District shall obtain payment and performance bonds in the full amount of the contract price.
- 4.06 Once the Improvements are complete, the District shall restore that portion of the Property, which are not part of the Improvements, to the condition it was in prior to the District's construction activities and shall thereafter maintain the Improvements and any pilot channels/ancillary drainage components in perpetuity.
- 4.07 Within thirty (30) days of completion of the construction of the Improvements, the District shall provide the City with record drawings of the Improvements.
- 4.08 The District shall pay all costs in the performance of this Agreement and shall make those payments from its current, available revenues.

5. Term. The term of this Agreement, except for any obligations stated in this Agreement to be perpetual or in perpetuity, is for two (2) years; however, if the Improvements have not been constructed within such period of time, the City and the District may extend this Agreement for additional one-year periods until the construction is complete. The City or the District may terminate this Agreement, without cause, upon 30 days' written notice to the other party until such time as the District commences construction of the Improvements on the Property.
6. Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been mailed by certified mail, return receipt requested, in a United States Post Office, addressed to the parties at the following address:
- | | |
|--------------------------|---|
| City: | District: |
| City of Friendswood | Galveston County Consolidated Drainage District |
| 910 S. Friendswood Drive | 1605 Whitaker Drive |
| Friendswood, TX 77546 | Friendswood, TX 77546-4178 |
| Attn: City Manager | Attn: Operations Manager |
7. Complete Agreement. This instrument contains the entire agreement between the City and the District relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by both the City and the District.
8. Severability. If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.

EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD

GALVESTON COUNTY
CONSOLIDATED DRAINAGE
DISTRICT

MORAD KABIRI, City Manager (Date)

KEVIN HOLLAND, President (Date)

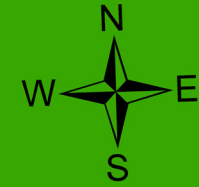
ATTEST:

LETICIA BRYSCH, City Secretary

JIM GIBSON, Secretary

H:\Contracts\Galveston County Consolidated Drainage District\Friendswood - GCCD Interlocal Agreement 09132022.docx

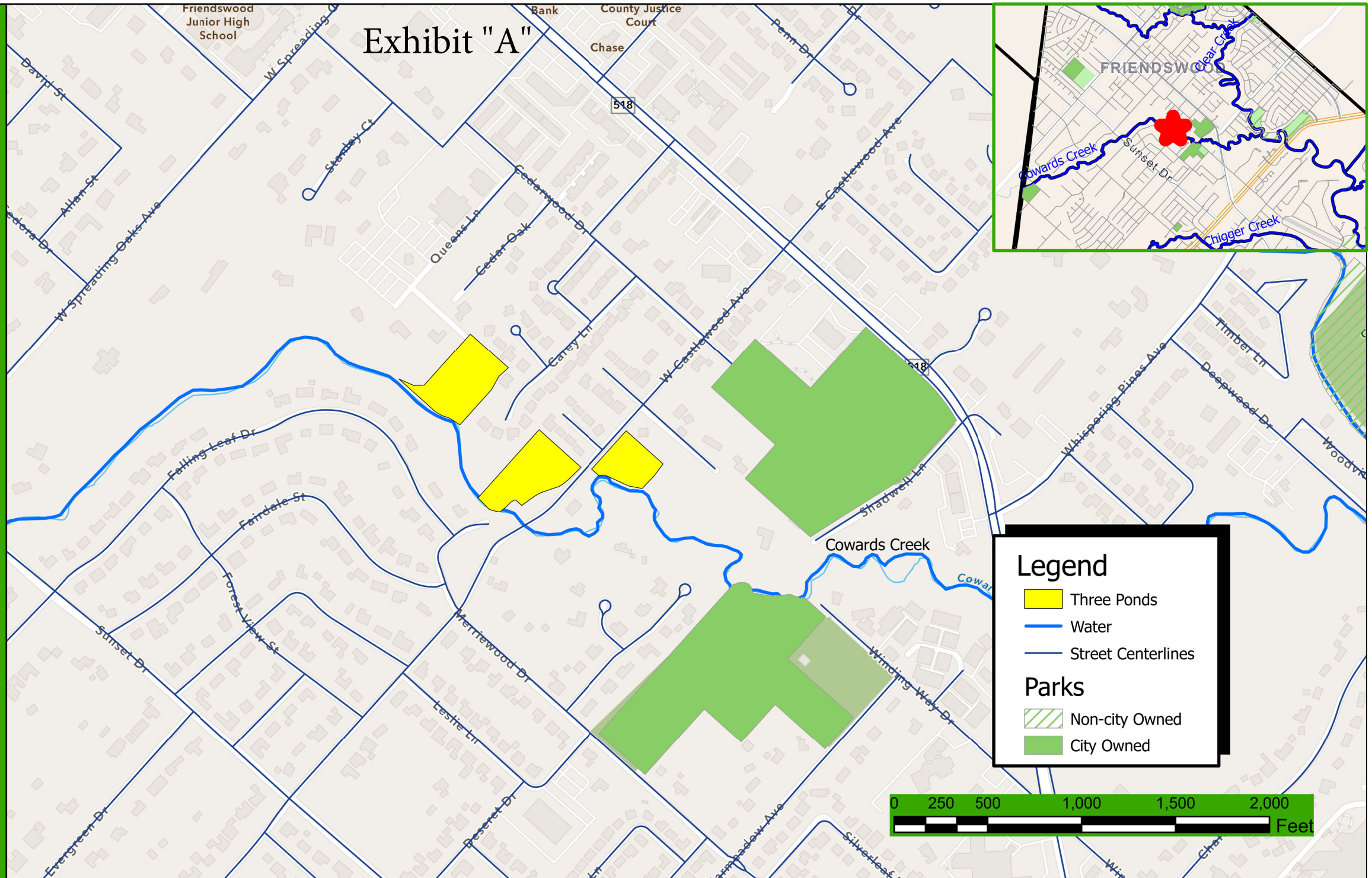
Interlocal Agreement, Page 4



Detention Sites for Interlocal Agreement
City of Friendswood Engineering Department
8/29/2022



Exhibit "A"



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: November 7, 2022

Date submitted: 10/04/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a three-year contract with the Friendswood Chamber of Commerce for economic development services.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pursuant to this proposed contract, the Friendswood Chamber of Commerce is required to provide economic development services, including (i) the dissemination of information to the public and businesses regarding City activities and services, (ii) referral services to appropriate City officials and departments, and (iii) the promotion of economic development within the City. The contract has a three-year term, but may be terminated without cause or if monies are not appropriated by the City Council in future budget years. The proposed contract is similar to past contracts with the Chamber but contains the following salient revisions:

- Additional obligations for the Chamber:
 - to provide advance written notice of all meetings at which this agreement is to be considered;
 - to provide the City with at least 50 tickets for City officials and employees to attend its "State of the City" event;
 - invoice the City annually for its services; and
 - to provide a certificate of insurance evidencing specified coverages and limits; and
- Revised indemnity/release provisions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood Chamber of Commerce - Economic Development Services 10192022

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

CONTRACT

This Contract (the "Contract") is made and entered into by and between the City of Friendswood Texas, a municipal corporation located in Galveston and Harris Counties, Texas, hereinafter called "City," and the Friendswood Chamber of Commerce, a nonprofit corporation formed under the laws of the State of Texas, located and operating in the City of Friendswood, hereinafter called "Chamber," each of said contracting parties acting by and through its respective hereunto duly authorized officers.

Witnesseth

WHEREAS, Chamber provides regular and ongoing services and programs which include, but are not limited to, the dissemination of information to the public and businesses regarding City activities and services, referral services to appropriate City officials and departments, and the promotion of economic development within the City of Friendswood.

WHEREAS, City benefits from such services that enhance and encourage local businesses and sales and property taxes ; and

WHEREAS, City is desirous of Chamber continuing and expanding such services for the benefit of City and its inhabitants; and

WHEREAS, City finds and determines that a valid public purpose exists in contracting for the services of Chamber as specified herein; ; NOW THEREFORE,

For and in consideration of the mutual consideration and obligations contained herein, City and Chamber agree as follows:

1. Chamber shall provide referral services to the public regarding City officials and departments.
2. Chamber performs economic development activities to encourage businesses to locate within the City of Friendswood, including distributing, if available, newcomer packets and information provided by City of Friendswood.
3. Chamber shall disseminate information to the public regarding City functions and services, such as the Fourth of July program, parks and recreation services and events, Council and City committee meeting agendas, and other similar matters of public interest.
4. Chamber shall provide insightful information about City to prospective businesses interested in locating in the City of Friendswood. This shall include business programs and services, the local business environment, including City's economic development efforts, and maps and community information.

5. Chamber shall conduct a continuing program of advertising and promotion for attracting new businesses to the City of Friendswood. This shall include updating and publishing the Chamber Directory and Guide Book.
6. Chamber shall assist City by referring prospective start-up and relocating businesses for information and assistance. Chamber shall work with City on business retention efforts with existing businesses and shall work as a local business advocate addressing the concerns of local business.
7. Chamber shall give the City Manager reasonable advance written notice of the time and place of all meetings of Chamber's Board of Directors, as well as any other meeting of any constituency of Chamber at which this Contract or any matter subject to this Contract shall be considered.
8. Chamber shall host the "State of the City" event as well as other events as it deems appropriate and provide at no charge booth spaces to City at each such event, when booths are offered to others. Additionally, Chamber shall provide City tickets at cost (without markup) for its officials and employees to attend and/or participate in the "State of the City" event.
9. Chamber shall provide an annual budget and report outlining the extent of its efforts in each of the above matters to the City Council. The budget for the use of funds being provided under this Contract by City shall be submitted within forty-five (45) days of the execution of this Contract, and the report of activities shall be presented within six (6) months of the date of execution hereof. Such budget and report of activities will likewise be submitted for the second and third year of the Contract within forty-five (45) days and six (6) months, respectively, of the beginning of the second and third year.
10. The funds shall be used in Friendswood for economic development and business-retention-related purposes and shall not be spent for activities or events the primary purpose of which is not directly related to promoting those purposes. For the performance of the services, City shall pay Chamber the sum of TWENTY THOUSAND DOLLARS (\$20,000) per year for the term of this Contract. The first year's payment will be made within forty-five (45) days of City's receipt of an invoice and an approved Chamber Budget. The second year's payment shall be made no later than forty-five (45) days of receipt of an invoice and an approved Chamber Budget for the second year of the Contract. The third year's payment shall be made no later than forty-five (45) days of receipt of an invoice and an approved Chamber Budget for the third year of the Contract. Notwithstanding the foregoing, in the event a future governing body of City fails or refuses to appropriate funds for the second and/or third year of this Contract, this Contract shall be deemed terminated as of September 30, 2023, or September 30, 2024, as the case may be. City shall notify Chamber of any such non-appropriation within fifteen (15) days of such non-appropriation.
11. Subject to the appropriation of funds by City, and unless terminated by City as provided herein, the term of this Contract shall be for a period of three years, commencing on the date of execution hereof and ending **September 30, 2025**.
12. Notices necessary or required under this Contract shall be effective when deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery,

and addressed to the City of Friendswood, ATTN: City Manager, 910 S. Friendswood Dr., Friendswood, TX 77546 or the Friendswood Chamber of Commerce, ATTN: Carol Marcantel, President. PO Box 11, Friendswood, TX 77549.

13. Chamber shall operate as an independent contractor as to all services to be performed under this Contract and not as an officer, agent, servant, or employee of City. Chamber shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same and Chamber shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. Chamber shall not be considered a partner or joint venturer with City, nor shall Chamber be considered nor in any manner hold itself out as an agent or official representative of City.
14. No part of this Contract may be assigned or delegated without the prior written consent of the other party, and any such attempted assignment of benefits or rights or delegation of obligations or duties shall be a breach of this Contract.
15. Funds provided hereunder by City shall be contingent on Chamber's performance of the services. In the event of any non-performance, as determined by the City, and failure to cure any such non-performance within thirty (30) calendar days following written notice by City to Chamber, Chamber shall refund to City the full amount of any funds provided hereunder for the fiscal year in which the breach occurs.
16. City retains the right to terminate this Contract with or without cause upon thirty (30) days' notice to Chamber.
17. This Contract shall be subject to the laws and statutes of the State of Texas. Venue for any dispute hereunder shall lie in Galveston County, Texas.
18. Chamber shall, at a minimum, provide insurance as follows:
 - a. Commercial General Liability
 - General Aggregate: \$1,000,000
 - Per Occurrence: \$500,000
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - Waiver of Subrogation required.
 - b. Business Automobile Policy
 - Combined Single Limits: \$500,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
 - c. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.
 - d. Liquor/Dram Shop Liability for any Chamber event where alcohol will be served, sold, or supplied

- \$500,000
- Waiver of Subrogation required.

The following are general requirements applicable to all policies:

- AM Best Rating of A:VII or better for all liability policies.
- Insurance carriers licensed and admitted to do business in State of Texas will be accepted.
- Upon request of and without cost to City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City's representative.
- Certificates of insurance showing evidence of insurance coverage shall be provided to City's representative prior to City's execution of this Contract and shall be kept up-to-date.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.

19. **Chamber agrees to and shall indemnify and hold harmless and defend City, its officers, agents and employees (hereinafter in this paragraph collectively referred to as "City") from any and all claims, losses, causes of action and damages, suits and liabilities of every kind including all expenses of litigation, court costs and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Chamber, its officers agents and employees carried out in furtherance of this Contract, where such injuries, death or damages are caused by the joint negligence of City and any other person or entity and/or by the joint or sole negligence of Chamber. It is the express intention of the parties hereto, both Chamber and City, that the indemnity provided for in this paragraph is indemnity by Chamber to indemnify and protect City from the consequences of (i) City's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage with any other person or entity and/or (ii) Chamber's joint and/or sole negligence. Furthermore, the indemnity provided for in this paragraph shall have no application to City for any claim, loss, damage, cause of action, suit and liability where the injury, death or damage results from the sole negligence of City, unmixed with the fault of any other person or entity.**

In the event that any action or proceeding is brought against City by reason of any of the above, Chamber further agrees and covenants to defend the action or proceeding by

legal counsel acceptable to City. The indemnity provided for hereinabove shall survive the termination or expiration of this Contract.

20. By this Contract, City does not consent to litigation or suit, and City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or part City's sovereign immunity. Chamber assumes full responsibility for its work performed hereunder and hereby releases, relinquishes, discharges, and holds harmless City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Chamber's services to be performed hereunder. This release shall apply with respect to Chamber's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
21. If any section, subsection, paragraph, sentence, clause, phrase or word in this Contract, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Contract, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

IN WITNESS WHEREOF, the parties have executed this Contract on this **7th day of November, 2022** and further state that this Contract constitutes the entire agreement between the parties.

Friendswood Chamber of Commerce

City of Friendswood

CAROL MARCANTEL, IOM
President/CEO

MORAD KABIRI
City Manager

ATTEST:

ATTEST:

DIANE HASS
Vice President

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: November 7, 2022

Date submitted: 10/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the Interlocal Agreement with the Harris County Flood Control District, Galveston County, and the Galveston County Consolidated Drainage District for constructing an offline stormwater detention basin, colloquially known as the FM 1959 Detention Basin, located on land parcels owned by the Flood Control District and Harris County adjacent to Dixie Farm Road along the northern bank of Clear Creek, and the Whitcomb Channel Terracing and Stormwater Detention Basin projects located near FM 528 along the northern bank of Clear Creek.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Interlocal Agreement is for the design and construction of the following:

1. the FM 1959 Detention Basin, an offline stormwater detention basin located on land parcels owned by the Flood Control District and Harris County adjacent to Dixie Farm Road along the northern bank of Clear Creek, and
2. the Whitcomb Channel Terracing and Stormwater Detention Basin Projects, located near FM 528 along the northern bank of Clear Creek.

The Harris County Flood Control District is responsible for the design and the construction of each of the projects and the following details the financial contribution to be made by each party:

Entity	FM 1959 Detention Project	Whitcomb Channel Terracing Project*	Whitcomb Detention Project*
Estimated Project Cost	\$32,453,298.11	\$14,100,000.00	\$12,900,000.00
Harris County Flood Control District	\$13,556,635.00		
City of Friendswood	\$8,000,000.00	\$14,100,000.00	\$12,900,000.00
Galveston County	\$7,500,000.00		
Galveston County Consolidated Drainage District	\$3,500,000.00		

*Contingent upon receiving \$10,000,000 from a State grant.

The parties will each pay the Harris County Flood Control District the design costs within 45 days of the execution of this agreement with the remainder due within 45 days of the first advertisement for bids.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The proposed regional Clear Creek stormwater detention basin at FM 1959 is a flood risk reduction effort identified in the Lower Clear Creek and Dickinson Bayou Watershed Study which consisted of a partnership including the City of Friendswood and Harris County Flood Control District. The project is located on land parcels along Clear Creek that are owned by the Flood Control District and Harris County. Construction of this detention basin will provide the mitigation necessary to allow the City to pursue additional flood control projects near the basin which demonstrate no adverse impact downstream.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Interlocal Agreement - FM 1959 and Whitcomb Drainage Projects
2. Appropriation Certification - FM 1959 & Whitcomb Projects

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement ("Agreement") is made and entered into pursuant to state law, including Texas Government Code Ann. 791.001, et seq., by and between **City of Friendswood**, a body corporate and politic under the laws of the State of Texas, located within Harris and Galveston Counties, and hereinafter referred to as the "City," **Galveston County**, a body corporate and politic under the laws of the State of Texas, located within Galveston County, and hereinafter referred to as "Galveston County," **Galveston County Consolidated Drainage District**, a body corporate and politic under the laws of the State of Texas, located within Galveston County, and hereinafter referred to as the "GCCDD," and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the District desires to participate in flood risk reduction projects along Clear Creek in East Harris County in order to reduce flooding in areas of Harris County which have repetitively flooded; and

WHEREAS, the first project the Parties desire to construct consists of an off-line stormwater detention basin located on land parcels owned by the District and Harris County adjacent to FM 1959 along the northern bank of Clear Creek ("FM 1959 Project"), HCFCD Unit A500-09-00, as depicted on attached Exhibit A; and

WHEREAS, the estimated cost of the FM 1959 Project is \$32,453,298.11; and the City desires to contribute a maximum of \$8,000,000.00 ("City Contribution 1"), Galveston County desires to contribute a maximum of \$7,500,000.00 ("Galveston County Contribution"), and the GCCDD desires to contribute a maximum of \$3,500,000.00 ("GCCDD Contribution") toward project costs for the FM 1959 Project; and

WHEREAS, the District desires to contribute a maximum of \$13,453,298.11 toward project costs for the FM 1959 Project, with \$12,823,298.11 coming from Bond Z-02 and \$630,000.00 coming from Bond CI-62; and

WHEREAS, the second project the City and the District desire to construct consists of approximately one mile of channel expansion and bank terracing located on land parcels to be acquired, along the northern bank of Clear Creek near FM 528 ("Whitcomb Terracing Project"), HCFCD Unit A100-00-00, as depicted on attached Exhibit A; and

WHEREAS, the District will design and construct the Whitcomb Terracing Project, which is to be financed by the City at an estimated cost of \$14,100,000.00; and

WHEREAS, the third project the City and the District desire to construct is an off-line stormwater detention basin located on land parcels to be acquired adjacent to FM 528 along the northern

bank of Clear Creek ("Whitcomb Detention Project"), HCFCD Unit A500-10-00, as depicted on attached Exhibit A; and

WHEREAS, the District will design and construct the Whitcomb Detention Project which is to be financed by the City at an estimated cost of \$12,900,000.00; and

WHEREAS, the Whitcomb Terracing and Whitcomb Detention Projects ("Whitcomb Terracing and Detention Projects") are located directly adjacent to each other and the Whitcomb Terracing Project cannot be completed without the additional detention created by the Whitcomb Detention Project; and

WHEREAS, the City desires to contribute a maximum of \$27,000,000.00 ("City Contribution 2") toward project costs for the Whitcomb Terracing and Detention Projects if the City is able to secure \$10,000,000.00 ("City Grant Contribution") through a State of Texas or Federal grant; and

WHEREAS, the Whitcomb Terracing and Detention Projects will not move forward unless the City receives the City Grant Contribution; and

WHEREAS, it is to the mutual benefit of the Parties to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, the Parties agree as follows:

SECTION 1

A. FM 1959 Project.

1. Design

- a. Within 45 calendar days of the execution of this Agreement, the City shall transmit to the District \$954,233.00 of the City Contribution 1.
- b. Within 45 calendar days of the execution of this Agreement, Galveston County shall transmit to the District \$894,593.00 of the Galveston County Contribution.
- c. Within 45 calendar days of the execution of this Agreement, the GCCDD shall transmit to the District \$417,477.00 of the GCCDD Contribution.
- d. Upon receipt of the portions of the City Contribution 1, the Galveston County Contribution, and the GCCDD Contribution enumerated above, the District will begin design, permitting, and construction of the FM 1959 Project and allocate funds based upon the following cost estimates:

Preliminary Engineering	\$963,000.00
Design and Permitting	\$2,408,000.00
Administrative	\$250,000.00
Contingency	<u>\$250,000.00</u>
SUBTOTAL	\$3,871,000.00

2. Construction

- a. Within 45 calendar days of the first publication of the notice of advertisement for bids, the City shall transmit to the District \$7,045,767.00, which is the remainder of the City Contribution 1.
- b. Within 45 calendar days of the first publication of the notice of advertisement for bids, Galveston County shall transmit to the District \$6,605,407.00, which is the remainder of the Galveston County Contribution.
- c. Within 45 calendar days of the first publication of the notice of advertisement for bids, the GCCDD shall transmit to the District \$3,082,523.00, which is the remainder of the GCCDD Contribution.
- d. Upon receipt of the remaining portions of the City Contribution 1, the Galveston County Contribution, and the GCCDD Contribution enumerated above, the District will begin construction of the FM 1959 Project and allocate the following funds, to be reconciled to actual amounts at conclusion of the FM 1959 Project:

Construction Phase Services	\$482,000.00
Materials Testing & Inspections	\$482,000.00
Construction	\$26,081,000.00
Administrative	\$750,000.00
Contingency	<u>\$787,298.11</u>
TOTAL	\$28,582,298.11

Eligible funds will be allocated to use the time-sensitive Galveston County Contribution first to avoid loss of the funds.

B. Whitcomb Terracing and Detention Projects

1. Design

- a. Within 45 calendar days of the City's receipt of the City Grant Contribution and the City's acquisition of the necessary interests in the Whitcomb Property, the City shall transmit to the District \$2,850,000.00 of the City Contribution 2. If the City does not receive grant funding within 12 months from the execution of this Agreement, the City will not be required to contribute the City Contribution 2; and the Whitcomb Terracing and Detention Projects will be terminated.
- b. Upon receipt of the portion of City Contribution 2 enumerated hereinabove, the District will begin design of the Whitcomb Terracing and Detention Projects and allocate funds based upon the following cost estimate:

Engineering	\$1,600,000.00
Administrative	\$250,000.00
Contingency	<u>\$1,000,000.00</u>
SUBTOTAL	\$2,850,000.00

2. Construction

- a. Within 45 calendar days of the first publication of the notice of advertisement for bids, the City shall transmit to the District \$24,150,000.00, which is the remainder of City Contribution 2.
- b. Upon receipt of the remainder of City Contribution 2 enumerated hereinabove, the District will begin construction of the Whitcomb Terracing and Detention Projects and allocate the following funds, to be reconciled to actual amounts at conclusion of the Whitcomb Terracing and Detention Projects:

Materials Testing & Inspections	\$1,100,000.00
Construction	\$18,300,000.00
Administrative	\$750,000.00
Contingency	<u>\$4,000,000.00</u>
 SUBTOTAL	 \$ 24,150,000.00

3. Whitcomb Terracing and Detention Projects TOTAL: \$ 27,000,000.00.

C. Reallocation

Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that within each Project, the District may reallocate funding between the items noted above as necessary. It also expressly understood and agreed that funding from one Project may not be reallocated to any other Project.

D. Property Acquisition

The District shall be responsible for acquiring any additional property necessary for the FM 1959 Project. The City shall be responsible for acquiring any interest in property necessary for the Whitcomb Terracing Project and the Whitcomb Detention Project prior to the start of the design of such Projects. This District does not make any assertion that any property acquired by the City for the Whitcomb Terracing and Detention Projects is suitable to the purposes for which the property is or will be acquired. The District will not be responsible for the costs of any environmental contamination found on the property acquired by the City.

SECTION 2

The District shall design and construct the FM 1959 Project, the Whitcomb Terracing Project, and the Whitcomb Detention Project (each Project may be referred to herein individually as "Project" or collectively as the "Projects") in compliance with current HCFCD Policy, Criteria, and Procedure Manual. The District shall provide engineering services and related support services necessary for the preliminary engineering report ("PER"), and preparations of the plans, specifications, estimates, and a project manual for the construction of the Projects ("Construction Documents"). For each Project, the District shall submit the draft and final PER and the Construction Documents (approximately 50, 90 and 100 percent complete) to the non-District Parties (which consist of the City, Galveston County, and GCCDD) for the review and comment. The non-District Parties shall provide milestone review comments to the District within 21 calendar days of receiving the

deliverable from the District for each Project, whether the PER or Construction Documents, or the deliverable will be deemed approved.

SECTION 3

- A. Following the completion of the PER for the FM 1959 Project, the District will acquire any additional property needed for the FM 1959 Project using its acquisition procedures. The non-District Parties will grant to the District a temporary right-of-entry and construction easement on any non-District Parties' property that the District needs to build the 1959 Project.

Upon completion of the FM 1959 Project, the District will keep title to said Project's detention basin and shall dedicate to the City a maintenance easement for mowing purposes only over that portion of the Project site described in such easement, which easement may not be filed of record until accepted in writing by the City. The District shall then operate and maintain all other aspects of the FM 1959 Project, including but not limited maintenance of the outfall and other drainage features necessary to offset or mitigate flooding in the area. Further, the City and the District will make a good faith effort to negotiate an agreement allowing the City to use the Project site for a recreational feature.

- B. Within ninety (90) days of the closing date on the acquisition by the City of the property needed for the Whitcomb Terracing and Detention Projects, the City shall grant the District a drainage easement over the property. Should there be restriction placed upon the acquired land by the terms of the grant or grants making up the City Grant Contribution that prevents the District from working upon or using the acquired land for the purposes set out herein, the Whitcomb Terracing and Detention Projects may be terminated by the City or the District. Upon completion of the Whitcomb Terracing and Detention Projects the City shall operate and maintain the Projects.

SECTION 4

The District will award the construction contract for the Projects in accordance with competitive bidding laws applicable to the District. The District's determination of the lowest responsible bidder for each Project shall be final. The non-District Parties shall have access at all reasonable times to each Project construction site to which they contribute funding and to all relevant drawings, specifications, contract documents, and records to verify that such Project is constructed in compliance with this Agreement. The District will include all Parties funding the respective Project in each Project design and construction progress meeting.

SECTION 5

Notwithstanding any other provision of this Agreement, the Parties clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that:

1. the District shall have available for the FM1959 project:
 - a. the total maximum sum of THIRTEEN MILLION FIVE HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$13,556,635.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement; however,

- b. should any of the non-District Parties terminate their involvement in the agreement, the FM 1959 Project may be scaled down to meet the available funding, and regardless of any provision in this Agreement to the contrary, the District's total contribution will be scaled down and capped at fifty percent (50%) of the updated Project Cost; and
- 2. the City shall have available:
 - a. for the FM 1959 Project the total maximum sum of EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the City for the FM 1959 Project pursuant to the terms of this Agreement, and
 - b. for the Whitcomb Terracing and Detention Projects should the City receive the City Grant Contribution, the total maximum sum of TWENTY-SEVEN MILLION AND NO/100 DOLLARS (\$27,000,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the City for the Whitcomb Terracing and Whitcomb Detention Projects pursuant to the terms of this Agreement, and
 - c. any cost increases and overages in the Projects are to be paid by the City; provided such cost increases and overages are first approved by City Council of the City of Friendswood and certified as available by the City's Director of Administrative Services. If the City Council does not approve the increases or overages, the Parties funding the Project(s) at issue will reach an agreement to scale down the Project(s) to match available funds unless the involved Parties decide to terminate the Project(s).
- 3. Galveston County shall have available the total maximum sum of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by Galveston County pursuant to the terms of this Agreement, and that any cost increases in the Projects to be paid by Galveston County must first be approved by Galveston County Commissioners Court and certified as available by the Galveston County Auditor.
- 4. the GCCDD shall have available the total maximum sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the GCCDD pursuant to the terms of this Agreement, and that any cost increases in the Projects to be paid by the GCCDD must first be approved by the Board of Directors of the Galveston County Consolidated Drainage District and certified as available by the GCCDD's Treasurer.

SECTION 6

- A. It is expressly understood that the termination of the Whitcomb Terracing and Detention Projects does not result in the automatic termination of the FM 1959 Project and vice versa. Should the Whitcomb Detention Project be terminated for any reason, the Whitcomb Terracing Project will automatically be terminated as well. If the Whitcomb Terracing Project is terminated, the Whitcomb Detention Project will not be automatically terminated, but the City may terminate the Whitcomb Detention Project at that time.

B. Return of Funds

Any instance within this Agreement where it states the District will return funds to the non-District Parties, the District will make a good faith effort to return such funds as quickly as possible. Any funds will be returned only after an audit is completed. However, the District reserves the right for such a return, which includes the time necessary for an audit, to take up to, but no more than, 365 calendar days, unless one of the issues discussed below occurs.

All records belonging to any Party and pertaining to matters covered by this Agreement shall be made available to the District or its designee for auditing purposes, at any time during normal business hours, as often as the District or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Parties will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipts by the Party. All deficiencies must be fully cleared. Failure by any Party to fully cooperate with any audit may result in a delay in the return of funds by the District beyond 365 calendar days.

Should an event, such as fire, natural disaster, actions or decrees of governmental bodies, labor strike, terrorist threats or acts, or communications line failure not the fault of the District (referred to as a "Force Majeure Event"), the District may be delayed in returning funds to non-District Parties beyond 365 calendar days.

C. Impossibility

If the District encounters environmental contamination or other issues that make it impossible to continue the Projects during construction, the District shall immediately halt all work until the Parties have discussed how to proceed. Under no circumstances under this Agreement shall the District be solely responsible for any remediation costs or any costs associated with contamination. If the Parties are unable to agree on how to proceed once the contamination or any other issues that make it impossible to continue with one or more of the Projects are encountered, any of the Parties may terminate the Agreement with respect to such Project(s) if it contributed to the same and the District will return to the non-District parties any unspent portions of the non-District Parties Contributions for such Project(s).

D. FM 1959 Project

1. The Parties may terminate the FM 1959 Project, without cause, upon thirty (30) days' written notice to the other Parties.
 - a. Should the terminating Party be the District, the District will return to the non-District parties any unspent portions of the non-District Parties Contributions to the FM 1959 Project. In this instance, the City and the District will make a good faith effort to negotiate an agreement allowing the City to use the Project site for a recreational feature.
 - b. If the terminating Party is a non-District Party, the District will return to the non-District parties any unspent portions of the non-District Parties Contributions, unless the non-terminating parties agree on a scaled-down version of the FM

1959 Project. If a scaled-down version of the Project is pursued, only the terminating party shall be entitled to the refund of the unspent portions of its contribution. If a scaled-down version of the Project is not pursued, the City and the District will make a good faith effort to negotiate an agreement allowing the City to use the Project site for a recreational feature.

2. If the District is unable to acquire all the tracts of property needed for the FM 1959 Project, the District shall terminate the FM 1959 Project. The District will keep title to the property it has acquired and may use said property as it chooses. The District will return to the non-District parties any unspent portions of the non-District Parties Contributions to the FM 1959 Project.
3. The District acknowledges that the Galveston County Contribution will be paid from American Rescue Plan ("ARPA") funds. ARPA funds are subject to all federal funding requirements including deadlines for expenditure. As of the date this agreement is executed, ARPA funds must be encumbered by December of 2024 and spent by December of 2026. The District agrees to perform the FM 1959 project in strict compliance with all laws, guidelines, and restrictions applicable to ARPA funding, including all applicable deadlines. The District bears the exclusive risk of loss of the Galveston County Contribution because of disallowance or any other noncompliance with laws, guidelines, and restrictions applicable to ARPA funding. Should the funds be lost for any reason, the Parties will agree to scale down the FM 1959 Project to match available funding.

E. Whitcomb Terracing and Detention Projects

The City or the District may terminate the Whitcomb Terracing Project and/or the Whitcomb Detention Project, without cause, upon 30 days' written notice to the other Parties and the District will return to the City any unspent portions of the City Contribution.

2. Upon written request by the City and prior to the effective date of the termination of the Whitcomb Terracing Project and/or the Whitcomb Detention Project by the District under this subsection, the District shall assign its rights and interests in the construction contract(s) for such project(s) to the City without additional conditions and/or compensation in a format acceptable to the District and the City. Upon assignment, the District shall be relieved from its obligations thereunder, except for those obligations, which occurred prior to the effective date of the assignment.

SECTION 7

A. FM 1959 Project

Within thirty (30) days of completion of the construction of the FM 1959 Project, the District shall provide the City, Galveston County, and GCCDD with record drawings of the FM 1959 Project. Upon request, the District will conduct an accounting of all monies expended and distinguish which monies were spent on drainage and non-drainage components of the FM 1959 Project following the completion of the FM 1959 Project. The District will refund the Parties any monies not spent as stated in this Agreement or any amendment to this Agreement. Any monies refunded will be proportional to contribution.

B. Whitcomb Terracing and Detention Projects

Within thirty (30) days of completion of the construction of both the Whitcomb Terracing and the Whitcomb Detention Projects, the District shall provide the City with record drawings of the Projects. Upon request, the District will conduct an accounting of all monies expended and distinguish which monies were spent on drainage and non-drainage components of the Projects following the completion of the Projects. The District will refund the City any monies not spent as stated in this Agreement or any amendment to this Agreement.

SECTION 8

The District will cause to be inserted in the construction contract for each of the Projects an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the Parties and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the corresponding Project or any associated improvements, or on account of any act of omission by the contractor. The District will require its contractor(s) on the FM 1959 Project to procure and maintain for the duration of the Project insurance coverages of types and amounts comparable to those maintained by the District for other similar projects, including but not limited to commercial general liability and business auto policies; to name the District, the City, Galveston County, and the GCCDD as additional insured parties on all such insurance policies; to provide a waiver of subrogation in favor of the District, the City, Galveston County, and the GCCDD for all such policies as well on the contractor's workers' compensation policy; and to provide the District with certificates evidencing such coverage upon request. The District will require its contractor(s) on the Whitcomb Terracing and Detention Project(s) to procure and maintain for the duration of the Project(s) insurance coverages of types and amounts comparable to those maintained by the District for other similar projects, including commercial general liability and business auto policies; to name the District and the City as additional insured parties on all such insurance policies; to provide a waiver of subrogation in favor of the District and the City for all such policies as well on the contractor's workers' compensation policy; and to provide the District with certificates evidencing such coverage upon request.

SECTION 9

The Parties will endeavor to give each other at least 72-hours-notice of release of information regarding the Projects to the news media, private citizens, or community organizations; however, this article shall have no application to any release of information based upon approval of this Agreement or any amendment thereto by the governing bodies of the Parties.

SECTION 10

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the City at the following address:

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546
Attention: City Manager

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to Galveston County at the following address:

The County of Galveston
722 Moody
Galveston TX 77550
Attention: County Judge

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the GCCDD at the following address:

Galveston County Consolidated Drainage District
1605 Whitaker Drive
Friendswood, TX 77546
Attention: President

SECTION 11

No Party hereto shall make, in whole or in part, any assignment of the Agreement or any obligation hereunder without the prior written consent of the other Parties.

SECTION 12

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

SECTION 13

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.

SECTION 14

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

EXECUTED on October 11, 2022.

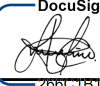
APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
Harris County Attorney

DocuSigned by:

By: ED17653073344AD...
EMILY KUNST
Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

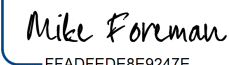
DocuSigned by:

By: 266C1B1FCB5A41C...
LINA HIDALGO,
County Judge

ATTEST:

DocuSigned by:

By: FFADFEDE8E9247E...
LETICIA BRYSCH
City Secretary

CITY OF FRIENDSWOOD

DocuSigned by:

By: FFADFEDE8E9247E...
MIKE FOREMAN
Mayor

ATTEST:

By: _____
DWIGHT D. SULLIVAN
Galveston County Clerk

COUNTY OF GALVESTON

By: _____
MARK HENRY
Galveston County Judge

ATTEST:

DocuSigned by:

By: 253884906786497...
JIM GIBSON
Secretary

GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT

DocuSigned by:

By: FDE51271CDE3422...
KEVIN HOLLAND
President of the Board

EXHIBIT A

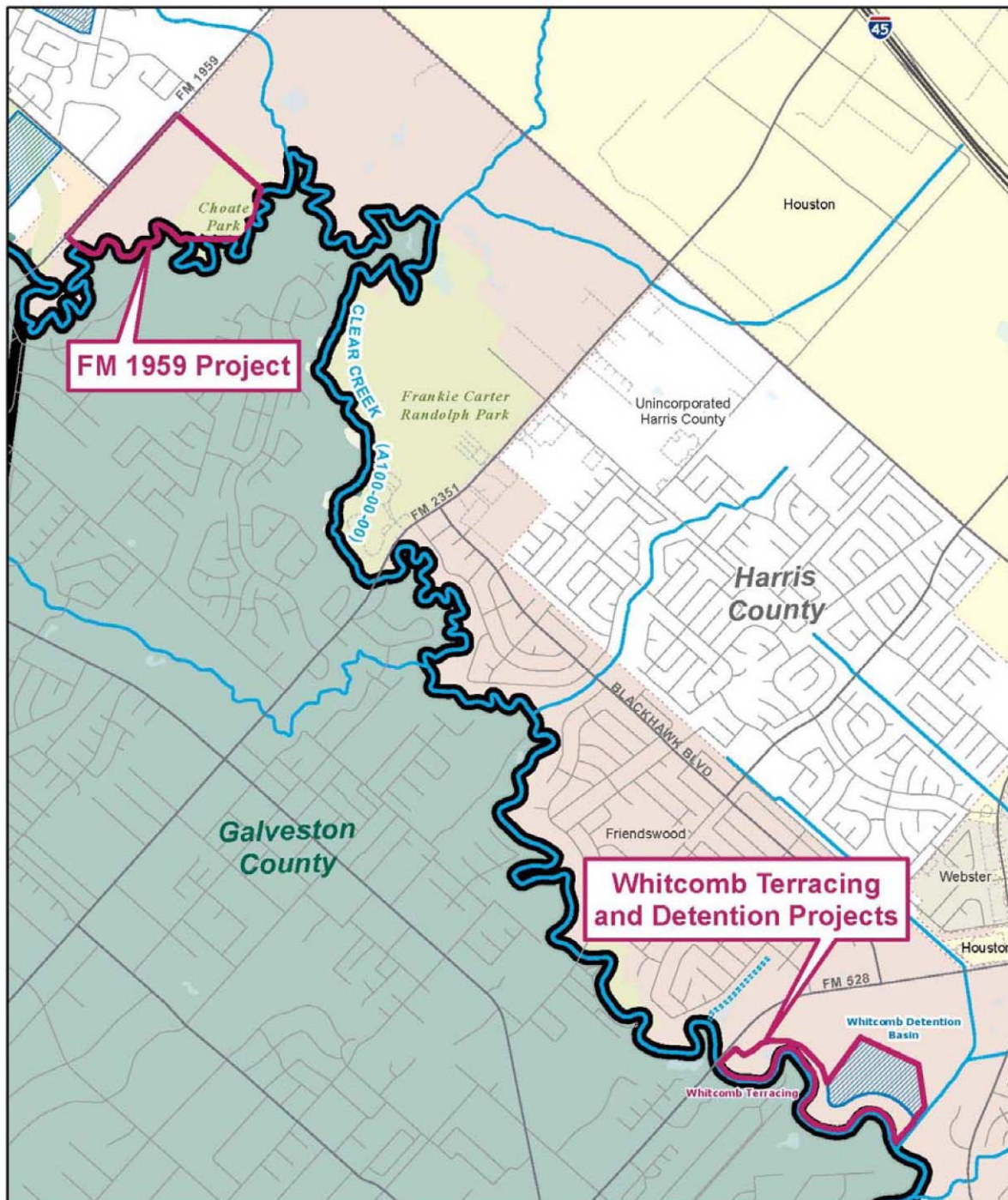


Exhibit A

Watershed: Clear Creek
Precinct: 2

- City of Houston
- City of Friendswood
- City of Webster
- Unincorporated Cities
- County Boundary

- Project Boundary
- Harris County Precincts**
- 1 - Rodney Ellis
- 2 - Adrian Garcia
- 3 - Tom S. Ramsey P.E.
- 4 - R. Jack Cagle



9/20/2022

Presented to Commissioners Court

October 11, 2022

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

Approve: G/E

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on October 11, 2022, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: Commissioner Ramsey and Commissioner Cagle constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BETWEEN CITY OF FRIENDSWOOD, THE COUNTY OF GALVESTON, GALVESTON
 COUNTY CONSOLIDATED DRAINAGE DISTRICT AND
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	☒	☐	☐
NAYS:	Comm. Rodney Ellis	☒	☐	☐
ABSTENTIONS:	Comm. Adrian Garcia	☒	☐	☐
	Comm. Tom S. Ramsey, P.E.	☐	☐	☐
	Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the District desires to participate in flood risk reduction projects along Clear Creek in East Harris County in order to reduce flooding in areas of Harris County which have repetitively flooded; and

WHEREAS, the first project the Parties desire to construct consists of an off-line stormwater detention basin located on land parcels owned by the District and Harris County adjacent to FM 1959 along the northern bank of Clear Creek ("FM 1959 Project"), HCFCD Unit A500-09-00, as depicted on attached Exhibit A; and

WHEREAS, the estimated cost of the FM 1959 Project is \$32,453,298.11; and the City desires to contribute a maximum of \$8,000,000.00 ("City Contribution 1"), Galveston County desires to contribute a maximum of \$7,500,000.00 ("Galveston County Contribution"), and the

GCCDD desires to contribute a maximum of \$3,500,000.00 ("GCCDD Contribution") toward project costs for the FM 1959 Project; and

WHEREAS, the District desires to contribute a maximum of \$13,453,298.11 toward project costs for the FM 1959 Project, with \$12,823,298.11 coming from Bond Z-02 and \$630,000.00 coming from Bond CI-62; and

WHEREAS, the second project the City and the District desire to construct consists of approximately one mile of channel expansion and bank terracing located on land parcels to be acquired, along the northern bank of Clear Creek near FM 528 ("Whitcomb Terracing Project"), HCFCD Unit A100-00-00, as depicted on attached Exhibit A; and

WHEREAS, the District will design and construct the Whitcomb Terracing Project, which is to be financed by the City at an estimated cost of \$14,100,000.00; and

WHEREAS, the third project the City and the District desire to construct is an off-line stormwater detention basin located on land parcels to be acquired adjacent to FM 528 along the northern bank of Clear Creek ("Whitcomb Detention Project"), HCFCD Unit A500-10-00, as depicted on attached Exhibit A; and

WHEREAS, the District will design and construct the Whitcomb Detention Project which is to be financed by the City at an estimated cost of \$12,900,000.00; and

WHEREAS, the Whitcomb Terracing and Whitcomb Detention Projects ("Whitcomb Terracing and Detention Projects") are located directly adjacent to each other and the Whitcomb Terracing Project cannot be completed without the additional detention created by the Whitcomb Detention Project; and

WHEREAS, the City desires to contribute a maximum of \$27,000,000.00 ("City Contribution 2") toward project costs for the Whitcomb Terracing and Detention Projects if the City is able to secure \$10,000,000.00 ("City Grant Contribution") through a State of Texas or Federal grant; and

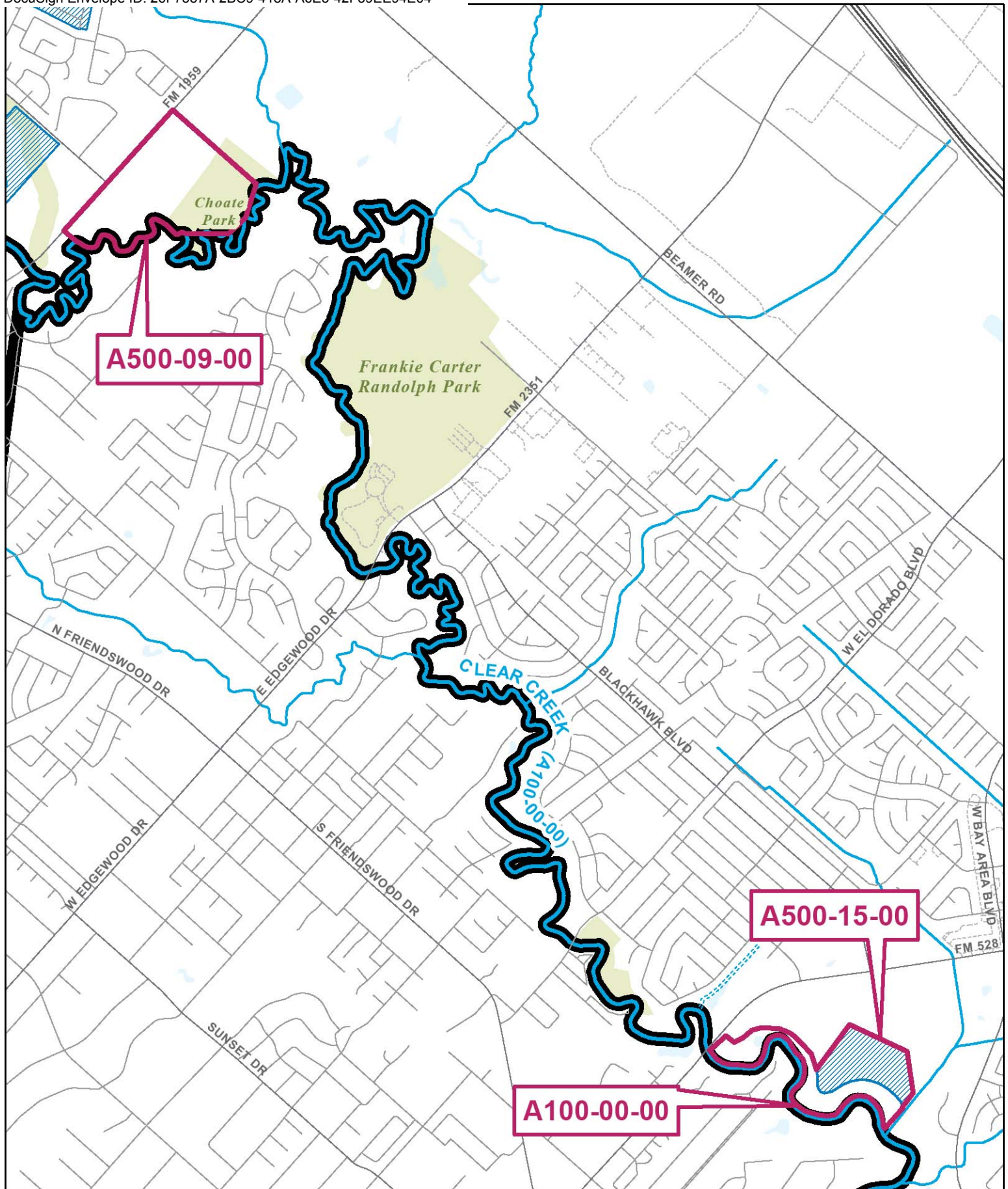
WHEREAS, the Whitcomb Terracing and Detention Projects will not move forward unless the City receives the City Grant Contribution; and

WHEREAS, it is to the mutual benefit of the Parties to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

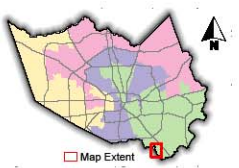
Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and through the Harris County Flood Control District, the City of Friendswood, Galveston County and the Galveston County Consolidated Drainage District, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



Unit No: A500-09-00, A100-00-00, A500-15-00
Watershed: Clear Creek
Precinct: 2

— Project Boundary
Harris County Precincts
 Judge Lina Hidalgo
 1 - Rodney Ellis
 2 - Adrian Garcia
 3 - Tom S. Ramsey, P.E.
 4 - R. Jack Cagle



Certificate Of Completion

Envelope Id: 26F7537A2BC9418AA6E342F39EE94E04

Status: Sent

Subject: Complete with DocuSign: 0310_1_22-6417_FCD-Galveston.pdf

Source Envelope:

Document Pages: 18

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Keena Tarrant

9900 Northwest Freeway

Houston, TX 77092

keena.tarrant@hcfcd.hctx.net

IP Address: 74.124.47.10

Record Tracking

Status: Original

10/13/2022 11:56:01 AM

Holder: Keena Tarrant

keena.tarrant@hcfcd.hctx.net

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Harris County Flood Control District

Location: DocuSign

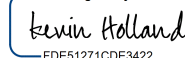
Signer Events

Kevin Holland

janderson@gccdd.dst.tx.us

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

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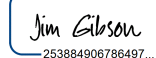
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Jim Gibson

gibson482@hotmail.com

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Mike Foreman

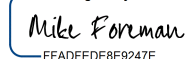
mkabiri@friendswood.com

City Manager

City of Friendswood

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Leticia Brysch

mkabiri@friendswood.com

City Manager

City of Friendswood

Security Level: Email, Account Authentication
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DocuSigned by:



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Dwight D. Sullivan michael.shannon@co.galveston.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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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: November 7, 2022

Date submitted: 10/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the Blackhawk Facility Renovation Project (CSP 2022-17) to Construction Masters of Houston, Inc.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This project was part of the 2019 Bond Elections. PGAL, Inc. was selected to design the Blackhawk Facility Renovation Project (the "Project") in August 2021. City Staff coordinated with PGAL to develop and advertise a Request for Competitive Sealed Bid for renovation services. Bids were evaluated and Construction Masters of Houston, Inc., was selected by a selection committee based upon a combination of factors, including price (lowest bid), experience, its ability to finish projects on schedule, the qualifications of its subcontractors, its quality assurance program, and its current workload.

Based Stipulated Price: \$3,725,200

Alternate #1 - Exterior finishes and signage upgrades \$79,100

Alternate #2A - New door cover canopies \$21,800

Alternate #2B - New outdoor truck repair area canopy \$124,400

Alternate #3 - New natural gas-powered generator \$525,600

Alternate #4 - Protective wainscot and finish for Corridor 168 drywall partitions \$11,500

Total Alternates: \$762,400

Cash Allowance – Security camera devices and installation \$20,000

Owner's Contingency (7.5%) \$279,390

Contractor's Contingency (7.5%) \$279,390

Total Stipulated Price \$5,066,380

This Project will be funded by multiple funding sources including 2020 General Obligation Bonds, 2018 Water Sewer Construction Bonds, Water Sewer Working Capital, potential DAC funds, and General Fund – unassigned fund balance.

This Project does not include the shelter component of the Blackhawk Facility, which will be awarded via

a separate bid once offices are built.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Facility renovation will include construction of new offices, shop space, storage, conference rooms, etc. This contract is in the amount of \$5,066,380 and will be funded through multiple funding sources including 2020 General Obligation Bonds, 2018 Water Sewer Construction Bonds, Water Sewer Working Capital, potential DAC funds, and General Fund – unassigned fund balance.

RECOMMENDATIONS

Staff recommends approval of the Project, including Alternates 1, 2A, 2B, 3, and 4.

ATTACHMENTS

1. 00235 - Intent to Award
2. 00230 - Standard Agreement Construction Masters of Houston
3. Construction Masters of Houston Submittal
4. Certificate of Insurance
5. Government Code Verification Form Executed
6. Form 1295 - Construction Masters of Houston

INTENT TO AWARD

Date: November 2, 2022

Construction Masters of Houston, Inc.
ATTN: Justin Davis
2908 Third Street
Pearland, TX 77581

RE: Project Name: Blackhawk Renovation Project
Project No.: BLKHWKBLDG
RFP No.: 2022-17

Dear Justin Davis:

Your RFP dated October 18, 2022, for the above Contract has been considered and you are the apparent "Best Value" to the City. The Engineering Department of the City of Friendswood has recommended that the City Council Award the Blackhawk Renovation Project, RFP Number 2022-17 to Construction Masters of Houston, Inc. on November 7, 2022. With the City Council approval and your satisfactory compliance with contractual requirements, the City hereby intends to award the construction contract to you for:

BLACKHAWK RENOVATION PROJECT

The Contract Price is FIVE MILLION SIXTY-SIX THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$5,066,380.00) to be completed in the Contract Time of Two Hundred Fifty-Five (255) Calendar Days.

After the City Council has considered and approved this action, and after the City has signed the Documents, the City shall provide the Executed Contract as a PDF file.

Direct questions regarding the contract award process to Heather Van Dine at hvandine@friendswood.com or (281)993-3411.

Respectfully,



Jildardo Arias, PE, CFM
Director of Engineering/City
City of Friendswood

JA/hv

END OF DOCUMENT

00235-1

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 7th day of November, 2022, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Construction Masters of Houston, Inc., 2908 Third Street, Pearland, Texas 77581 (hereinafter called the "CONTRACTOR") acting herein by Justin Davis, President hereunto duly authorized:

WITNESSETH THAT:

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

ARTICLE I: WORK

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

BLACKHAWK RENOVATION PROJECT

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

BLACKHAWK RENOVATION PROJECT

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by PGAL, Inc., 3131 Briarpark Dr., Suite 299, Houston, TX 77042, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Two Hundred Twenty-Five (225) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within Two Hundred Fifty-Five (255) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay City One Thousand Dollars (\$1,000) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00150 – Total Stipulated Price Form.
- 5.2 TOTAL AMOUNT OF BID is FIVE MILLION SIXTY-SIX THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$5,066,380.00), which includes:

Based Stipulated Price \$3,725,200

Alternates..... \$762,400

Alternate #1
Exterior finishes and signage upgrades\$79,100

Alternate #2A
New door cover canopies\$21,800

Alternate #2B
New outdoor truck repair area canopy\$124,400

Alternate #3
New natural gas-powered generator\$525,600

Alternate #4
Protective wainscot and finish for Corridor
168 drywall partitions\$11,500

Cash Allowance - Security camera devices and installation\$20,000

Owner's Contingency (7.5%)\$279,390

Contractor's Contingency (7.5%)\$279,390

- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed in accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials

and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.

- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage may be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

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

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings if

physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.

- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement
- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.3 Federal Contract Required Clauses, including Certification for Contracts, Grants, Loans and Cooperative Agreements, if any
- 9.4 Standard Agreement for Contracting Services (this agreement)
- 9.5 General Conditions
- 9.6 Supplemental Conditions
- 9.7 Technical Specifications Divisions 1 through 16
- 9.8 Request for Proposals (Cover Sheet and numbered sheets)
- 9.9 Post-Bid Procedures
- 9.10 Insurance Requirements
- 9.11 Performance Bond, included herein
- 9.12 Payment Bond, included herein.
- 9.13 Texas Workers' Compensation
- 9.14 Wage Scale
- 9.15 Affidavit of Insurance, and Certificates of Insurance
- 9.16 Alcohol and Drug Free Workplace Policy
- 9.17 Construction Storm Preparation Policy
- 9.18 Hazardous Communications Program Requirement Agreement.

- 9.19 Homeland Security Policy
- 9.20 Child Support Affidavit
- 9.21 Total Stipulated Price Form
- 9.22 Texas Ethics Commission Form 1295
- 9.23 Government Code Verifications

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

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENCE, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR

CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XI: MISCELLANEOUS

- 11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors,

assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:

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

12.2 The Contractor:

Construction Masters of Houston, Inc.
3908 Third Street
Pearland, TX 77581

ARTICLE XIII: VENUE

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

EXECUTED IN on behalf of the Contractor by Justin Davis its President shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 7th day of November, 2022.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

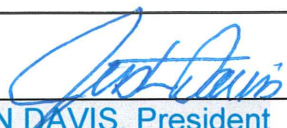
PROPOSED AND AGREED TO:

CONTRACTOR:

CONSTRUCTION MASTERS OF
HOUSTON, INC.

MIKE FOREMAN, Mayor

BY: _____


JUSTIN DAVIS, President

DATE: _____

DATE: 11-7-2022

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

END OF SECTION

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: November 7, 2022

Date submitted: 10/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a Grant Administrative Services with GrantWorks, Inc., for the Houston-Galveston Area Council (H-GAC) Council of Governments (COG) Method of Distribution (MOD) Grant (RFP 2022-18).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Texas General Land Office (GLO) allocated \$488,762,000 to the Houston-Galveston Area Council (H-GAC) to develop a method of distribution (MOD) for the Regional Mitigation Program as part of the State of Texas Community Development Block Grant Mitigation (CDBG-MIT) Action Plan as amended. The City of Friendswood accepted funding in the amount of \$4,636,100 via the H-GAC's distribution method. Due to the CDBG-MIT grant requirements, the state is required to reach a certain threshold tied to benefitting low-and moderate-income (LMI) persons within Friendswood in Galveston County. Therefore, \$2,318,050 of \$4,636,100 must be used for projects that benefit LMI persons.

The City of Friendswood recently released a Request for Proposals (RFP) seeking qualifications from qualified individuals or firms experienced in providing grant application development, grant administration, and grant management services.

The City received three responses and found GrantWorks to be the best fit. GrantWorks has been assisting local governments with state and federally funded programs since 1979 and has secured and administered more than \$8 billion in assistance through thousands of grant funding contracts.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Working in conjunction with GrantWorks, the City will explore potential projects that will fit the parameters of the MOD. GrantWorks will be tasked with assisting the City identify LMI persons that will benefit from this grant. They are to augment staff's capabilities to ensure compliance with federal regulations while maximizing the recovery of and beneficial uses of the CDBG-MIT funds in our community. The City's Engineering Department will develop a service area as well as a preliminary budget.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Grant Administration Services Agreement - HGAC COGMOD
2. GrantWorks RFP Submission
3. Form 1295 - GrantWorks
4. Government Code Verification
5. Certificate of Insurance

GRANT ADMINISTRATION SERVICES AGREEMENT

STATE OF TEXAS §
 § KNOWN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This Grant Administration Services Agreement, hereinafter the "Agreement," is made this 7th day of November, 2022, by and between the City of Friendswood, Texas, acting by and through the City Council of the City of Friendswood, Texas, hereinafter referred to as the "City," and GrantWorks, Inc., a Texas corporation, hereinafter referred to as the "Consultant." The City and the Consultant collectively referred to herein as the "Parties" and individually as a "Party." The Parties do hereby make and enter into the following agreement:

ARTICLE I. **Consultant**

- 1.1 The Consultant, as an independent contractor, covenants and agrees to perform grant application, administrative and management services associated with grants obtained by the City under the Houston-Galveston Area Council ("H-GAC") Council of Governments ("COG") Method of Distribution ("MOD") (collectively "Grant"). Such services shall be performed by the Consultant in accordance with the terms of this Agreement together with the terms of the applicable Grant contract award. The Consultant covenants and agrees to perform the services in a professional manner. The Consultant shall complete the scope of work described in Article II and shall submit reports to the City and to other entities as required by the applicable Grant.
- 1.2 The Consultant shall provide its services under this Agreement with the same degree of care, skill and diligence as is ordinarily provided by such professional under similar circumstances. The Consultant will further give professional consultations and advice to the City during the performance of the services under this Agreement.

ARTICLE II. **Scope of Work**

- 2.1 The Consultant will perform the following professional services related to the Grant, as more specifically detailed in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.
- 2.2 It is expressly understood and agreed that the services required herein will not be complete until the services set forth herein for each Grant are complete and accepted by the City. The Consultant will, without additional compensation, revise program documents as necessary in order for the City to obtain final approval by the Texas General Land Office ("GLO") and H-GAC, as applicable.
- 2.3 Pursuant to this Agreement, the City shall have the option to obtain the services of the Consultant to perform additional services. Such additional services shall be described in a written amendment to this Agreement, as agreed mutually by the City and the Consultant, including a description of the additional work, associated compensation, and time schedule as applicable. Such amendment

must be finally agreed to and fully executed prior to the City being liable for expenses associated with any additional services.

ARTICLE III.

Consultant Personnel

- 3.1 The Consultant represents that it has or will secure at its own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- 3.2 The Consultant may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by a written contract and shall be subject to the provisions of this Agreement.

ARTICLE IV.

Support Services

- 4.1 To the extent authorized by law, the readily available existing data and documentation obtained by the City that are relevant to the accomplishment of the Scope of Work specified in Article II shall be made available by the City for use by the Consultant. The City will provide the best documentation and data that it possesses; however, in providing such data and documentation, the City makes no warranty as to the accuracy or reliability of the same. Furthermore, the existing data and documentation shall be provided in a format as approved by the City. Nothing contained herein shall be construed as requiring the City to tender information in any particular format, including shape files.
- 4.2 The City shall consider and act on all documents and project work items submitted by the Consultant that require review, comments or approval by the City within a reasonable period of time so as to enable the Consultant to complete the work on schedule as provided in Article V of this Agreement.

ARTICLE V.

Time of Performance

- 5.1 The Consultant shall commence services upon execution of this Agreement.
- 5.2 The Consultant shall complete the services described in Article II in accordance with the timeline in each Grant, unless the scope of work and time of performance are changed in accordance with Article X or Section 14.1.
- 5.3 This Agreement shall extend and be in full force until the completion and acceptance by the City of the tasks set forth in Exhibit "A."
- 5.4 The completion schedule set forth in this Article V may be subject to causes that result in delay over which neither the Consultant nor the City has any control. Notification and justification of any such delays identified by the Consultant must be made in writing and approved by the City. The schedule of work will be extended to include any such delays pursuant to Section 14.1.

- 5.5 Except for the indemnity, release, and the tail coverage required in Article XIII, this Agreement shall terminate upon the City's final acceptance of work completed by the Consultant, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI.
Compensation to Consultant

- 6.1 Subject to Section 6.2, the City shall compensate the Consultant for the professional services performed and any approved reimbursable expenses under this Agreement in an amount not to exceed the amount allowed under the Grant.
- 6.2 Payment shall be made only after both (i) receipt of a detailed statement showing the work performed and the time spent performing the same and (ii) funding is received under the Grant. The progress report letter will describe the services performed and the work accomplished during the report period, as well as any problems or delays encountered, and actions taken to remedy them. Each statement shall be certified as true and correct by an officer of the Consultant. Each invoice is due and payable by the City within thirty (30) calendar days following (i) receipt of service, (ii) receipt of an invoice, or (iii) receipt of funding under the Grant from the applicable funding entity, whichever is later. However, the City shall not be obligated to pay the full amount of an invoice if there is a dispute in the bill tendered by the Consultant to the City for payment or in the reimbursement received by the applicable funding entity for the services. The City will not dispute payment of bills in an unreasonable manner. If there is a dispute, the City shall pay only the undisputed amount.
- 6.3 Notwithstanding anything herein to the contrary or that may be construed to the contrary, the City has no funds specifically allocated to performing its obligations hereunder, and the City is under no obligation to expend any funds other than funding it receives under the Grant. As such, the Consultant shall be entitled to receive the amount allowed under the Grant and waives any right to receive payment from the City from any other funding source.

ARTICLE VII.
Product of Services, Copyright

- 7.1 The Consultant and the City mutually agree that reports and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the City. The Consultant shall have the right to retain copies and to utilize the product of its services for marketing purposes, except for any confidential information, as defined in Article XI hereof.
- 7.2 Nothing produced in whole or in part by the Consultant under this Agreement shall be subject to application for copyright by or for the Consultant.
- 7.3 The Consultant hereby grants and conveys an ownership interest to the City in all work products relating to the services required to be performed in this Agreement without additional compensation.

ARTICLE VIII.
Private Interest of Public Officials and Consultant

- 8.1 No employee, agent or member of the City Council of the City shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX.
Certifications of Consultant

- 9.1 The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement. Furthermore, it has not been paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 9.2 The Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X.
Changes or Termination

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto, which instrument may include an amendment to this Agreement.
- 10.2 The City may, from time to time, request changes in the scope of work and time of performance for the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement, with the exception of the indemnity, release and tail coverage required in Article XIII, may be terminated before the expiration date specified in Article V by any of the following conditions:
- a. Right of either party to terminate for cause. This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligation under this Agreement. A signed written notice of such termination shall be delivered to the other party by registered or certified mail; and such termination shall take effect twenty (20) calendar days after the notice is deposited in the mail, provided that the failure to perform has not been remedied in full prior to the expiration of the twenty-calendar-day period. By such termination, either party may nullify obligations already incurred for the performances or failure to perform before the termination date.
 - b. Right of the City to terminate for convenience. This Agreement may also be terminated by the City for reasons other than failure by the Consultant to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to Consultant by registered or certified mail, and such termination shall take effect not less than seven (7) calendar days following the date that

the notice is deposited in the mail or at 5:00 p.m. on the date the notice is received by the Consultant, whichever is sooner.

- 10.4 Upon receipt of a notice of termination under Section 10.3, the Consultant shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) calendar days after the conditions specified in Sections 10.3 and 10.4 being met or within thirty (30) calendar days after the Consultant submits a statement of the actual services performed and payment requested, or within thirty (30) calendar days after the City's receipt of all data, study products and all other work products required to be tendered to the City, whichever is later, the City shall pay the Consultant costs allowed in this Agreement which are actually incurred, less previous payments. The City will only be obligated to compensate the Consultant in a just and equitable manner for those services actually performed prior to the effective date of termination. Data, study products and all other work product prepared by Consultant under this Agreement shall be delivered to the City within thirty (30) calendar days after the receipt of the notice of termination if terminated by the City or within thirty (30) calendar days after tendering the notice of termination if terminated by the Consultant.
- 10.5 Notwithstanding the provisions of Section 10.3 above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any negligent act or omission or any breach of the Agreement.

ARTICLE XI.

Confidentiality

- 11.1 Any information determined by the City to be confidential pursuant to the Texas Public Information Act that is provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City. Consultant may make such information available to third parties in compliance with an order from a court, the State of Texas, the United States government or applicable funding entity after five (5) calendar days' written notice to the City that the Consultant intends to release the information.

ARTICLE XII.

Inspection of Records

- 12.1 The City, the agency, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management Administration (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audits, examinations, excerpts, and transcriptions, and to close out the City's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after the City makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that the City, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and the City.

- 12.2 Any time during normal business hours and as requested by the City, the Consultant shall make available to the City for examination all of its project records with respect to all matters covered by this Agreement and will allow the City to review, examine and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The financial records of the Consultant will be available upon request by the City's representative in a timely manner at City Hall for audit purposes to the City or its authorized representative. In any event, the financial records shall be made available to the City within ten (10) calendar days of the City's request for the same. All copies made by the City pursuant to this Section shall be made at the sole cost and expense of the Consultant.

ARTICLE XIII.
Insurance and Indemnification

- 13.1 Throughout the term of this Agreement, the Consultant, at its own expense, shall purchase, maintain and keep in force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the Consultant's services, whether such services be by the Consultant, its agents, representatives, volunteers, employees or subconsultants or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 13.2 The Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, agents and employees. Any insurance or self-insurance maintained by the City, its officials, agents and employees shall be considered in excess of the Consultant's insurance and shall not contribute to it. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- 13.3 The insurance coverage herein shall, at a minimum, meet the following requirements:

Commercial General Liability (CGL)

- General Aggregate: \$2,000,000
- Products & Completed Operations: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Coverage shall be broad form CGL
- No coverage shall be excluded from standard policy without notification of individual exclusions being attached for review and acceptance
- Waiver of subrogation required.

Business Automobile Policy (BAP)

- Combined Single Limits: \$1,000,000
- Coverage for "Any Auto"
 - Waiver of Subrogation required.

Workers' Compensation Insurance

Statutory Limits

- Employer's Liability \$500,000
- Waiver of Subrogation required.

- 13.4 Prior to any work being performed on the site, the Consultant shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such Certificates shall contain

a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) calendar days' prior written notice has been given to the City via certified mail, return receipt requested.

13.5 The Consultant shall also file with the City valid Certificates of Insurance covering all subconsultants.

13.6 The following are general requirements applicable to all policies:

- Insurance carrier must have an A.M. Best Rating of A-: VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
- A waiver of subrogation in favor of the City is required on all policies.
- Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Consultant. The Consultant shall provide copies of insurance policies required hereunder to the City upon request.

13.7

THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, ARISING OUT OF, OR IN CONNECTION WITH THE WORK DONE BY THE CONSULTANT UNDER THIS AGREEMENT CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONSULTANT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CONSULTANT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE. SUCH INDEMNITY SHALL NOT APPLY,

HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

The indemnity provided hereinabove shall survive the termination and/or expiration of this Agreement.

- 13.8 By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. The Consultant assumes full responsibility for its work and services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Consultant's work and/or services to be performed hereunder. This release shall apply with respect to the Consultant's work and/or services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

ARTICLE XIV.

Miscellaneous Provisions

- 14.1 Neither the City nor Consultant shall be required to perform any term, condition or covenant of this Agreement while such performance is delayed or interrupted by acts of God, material or labor restrictions by any governmental authority, civil riot, flood, hurricanes or other natural disasters, any other cause not within the control of the City or Consultant that by the exercise of due diligence the City or Consultant is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understandings between City and Consultant concerning the subject matter of this Agreement. Any such delay in performance shall be excused only for the same amount of time as the occurrence giving rise to the delay shall have lasted or such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated as determined in the sole reasonable discretion of the City.
- 14.2 This Agreement constitutes the entire agreement between the City and Consultant and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

- 14.3 If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.4 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CONSULTANT

GrantWorks Inc.
Attn: Bruce Spitzengel, President
2201 Northland Drive
Austin, TX 78756

CITY

City of Friendswood
Attn: Morad Kabiri, City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

- 14.5 The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.
- 14.6 The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City thereto.
- 14.7 This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Consultant and the City only.
- 14.8 The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.
- 14.9 The City and Consultant each bind itself and its successors, executors and administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of the City.
- 14.10 The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement.
- 14.11 Each provision and clause required by law to be inserted into the Agreement shall be deemed to be included herein, and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.12 The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party herein

of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

- 14.13 Any and all representations and conditions made by the Consultant and the City under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the City, whether delivered at the time of execution or at a later date, shall constitute representations hereunder.
- 14.14 In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.15 This Agreement is performed in Galveston County, Texas, and is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.
- 14.16 In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment or assistance because of race, color, religion, age, sex or national origin. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an equal opportunity employer.
- 14.17 Two copies of this Agreement are executed; each shall be deemed an original.
- 14.18 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 14.19 The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- 14.20 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.
- 14.21 The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

[Remainder of page intentionally left blank]

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals in Friendswood, Galveston County, Texas.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

GRANTWORKS, INC.

Bruce J. Spitzengel
BRUCE J. SPITZENGE, President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

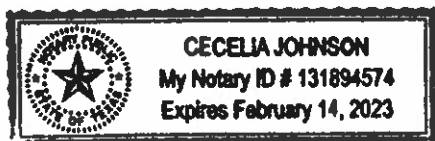
Before me, Cecelia Johnson, the undersigned notary public, on this day personally appeared Bruce Spitzengel, the President of GrantWorks, Inc., on behalf of such corporation

☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of November, 2022.



Cecelia Johnson
Notary Public in and for the State of Texas
My commission expires: 02/14/2023

Exhibit "A"

SCOPE OF WORK

Scope of Work: The Consultant will assist the City with fulfilling federal, state, county and local statutory responsibilities for each Grant. Grant administrative services must be performed in compliance with statutes and guidelines issued for each Grant. If managing more than one source of funding, compliance for each source of funding must be maintained separately and apart from any other funding source. The Consultant agrees to perform the following tasks:

Task 1: Administrative Duties.

The Consultant shall:

- Work with the City's staff to provide the necessary administrative and planning services to see the project(s) to successful completion, including, but not limited to, providing specific instructions on the necessary administrative procedures and advising the City on any necessary reports required during the course of the project(s);
- Meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met;
- Maintain regular contact with the project engineer, the local contact person(s), City Council, construction contractors, and the funding agency;
- Provide all start-up-related documentation, including a file maintenance system;
- Provide project engineers with an engineering instruction and forms packet, so they know upfront what information is required by GLO;
- Process all invoices, contracts, and change orders received from the project engineer and contractors for recordkeeping and financial management;
- Review workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the GLO;
- Work with the GLO from start-up to close out to resolve any issues that may arise with the Grants, including the City's application and any grant-funded project under this Agreement;
- Assist the City in all matters concerning the project;
- Advise the City concerning any necessary reports required by the funding agency during the course of the project; and
- Provide City staff specific instructions on the necessary administrative procedures that will assure a successful project.

Task 2: Pre-Award Services

The Consultant shall:

- Prepare, and/or obtain, and compile the documents and exhibits needed for GLO's application package;
- Guide the City through the submission process via the online grants.gov system;
- Respond to GLO's requests for information through the final program selection/awards;
- Complete all standard application documents;
- Develop all required narrative documents;
- Prepare supporting exhibits; and
- Work with other/support entities to complete application items.

Task 3: Post-Award Grant Administrative Services

The Consultant shall:

- Provide comprehensive management and administrative services;

- Assist in establishing and maintaining financial processes;
- Obtain and maintain copies of the most current program agreement, if such exists, including all related change requests, revisions, and attachments;
- Provide program formulation, project development, assessments, research and data management, defining scope/size, cost estimating, and applicable submittals;
- Establish, assist, and maintain recordkeeping and complete quarterly reports (as required by the GLO);
- Coordinate and manage deliverables;
- Provide project tracking;
- Market and attend meetings;
- Respond to requests for information;
- Ensure environmental and permit requirements (if required) are satisfied;
- Proactively identify opportunities to maximize public assistance;
- Provide ongoing guidance to maximize funding;
- Generate time extension requests when necessary, so that eligibility is not forfeited;
- Assist by getting the necessary legal documents for proper filing;
- Advise on document retention strategies;
- Coordinate with your staff to obtain backup documentation required to receive GLO funds;
- Serve as your monitoring liaison between other agencies, including resolving findings;
- Assist in responding to requests for information from the GLO and/or other agencies;
- Advise with the submission of appeals;
- Provide detailed and periodic management reports on the status, including developments, revisions, submissions/approvals, open issues, financial overview, etc.;
- Provide cash management reports showing the projected schedule for expenditures;
- Prepare public procurement documentation and provide additional procurement assistance, including but not limited to preparing and writing requests for qualifications/proposals;
- Develop database/electronic system for tracking and management of GLO projects;
- Develop program guidelines, policies, procedures, and implementation plans or other documents
- Develop and prepare grant-required documentation for compliance; and
- Advise on managing the closeout process to monitor compliance with GLO requirements.

Task 3: Grant Procurement Services

The Consultant shall:

- Guide City Staff in developing procurement packages that meet program specifications and comply with local, state, and federal requirements;
- Working backward from the targeted construction package Notice to Proceed (NTP) dates, coordinate with all parties to set milestones for contract award, bid opening, pre-bid meeting, bid advertisement, and the issuance of advance bid notices;
- Capture the above-referenced milestones in a master schedule, which it shall update to reflect progress;
- Provide assistance to ensure compliance with Local Government Code Chapter 252 and Chapter 2269 of the Texas Government Code, as applicable;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed);
- Provide compliant procurement documents to secure engineers, environmental firms, specialized environmental services, multiple construction contractors, IT specialists, and other services needed to complete requirements successfully; and
- In providing a master schedule,
 - Assemble the bid packages,

- Issue notice of pending advertisement,
- Advertise the bid,
- Prepare and schedule pre-bid conference and site-walk,
- Prepare the bids,
- Capture/record procurement correspondence and answer Q&As,
- Evaluate the bids and make recommendations,
- Conduct pre-award conferences, and
- Execute the contract agreement with the contractor(s).

Task 4: Financial Management and Reporting

The Consultant shall:

- Ensure that all financial processes comply with state and federal regulations, including creating and maintaining a grant ledger and reporting and recordkeeping systems that allows the City to keep physical and digital copies of all documents locally;
- Help manage grant funds, including submitting required forms and letters to GLO;
- Assist with financial management, including reviewing and processing all invoices, contracts, and change orders received from the project engineer and construction contractors;
- Assist in reviewing solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and status with GLO;
- Facilitate milestone payments to meet all milestones before the City makes the payment;
- Track invoice submittal and payment processing;
- Assist with developing fraud prevention and abuse practices; and
- Provide a document management database, which accelerates project closeout through the use of electronic copies of all relevant source documentation, correspondence, and grant management materials, reducing or eliminating reliance on hardcopy files.

Task 5: Construction Management

The Consultant shall:

- Review contract/bid packages for compliance, monitoring contractor performance, review change orders, and process construction pay estimates to ensure compliance with state and federal requirements and include all necessary GLO contract provisions;
- Collect and review contractor information and verify eligibility;
- Perform debarment and SAM registry checks precontract and complete other checklists before a notice to proceed and subsequent tasks;
- Monitor the construction process to evaluate contractor performance and ensure compliance with equal opportunity and labor standards;
- During routine but random visits to work sites, conduct interviews with on-site staff, document progress and findings, and file reports to the City;
- Schedule on-site progress inspections for quality assurance and compliance, certify partial payment requests, and review, recommend and process any change orders as needed.
- Assist the City document compliance with all federal and state requirements related to equal employment opportunity, minimum wage, and overtime pay requirements;
- Provide labor standards assistance, including requesting wage rates;
- Provide project engineers with instruction and forms packet, so they know up-front what information is required;
- Assist the project team in establishing and maintaining financial budgetary goals;
- Conduct pre-construction conference and prepare minutes;
- Review plans, bid documents, and change orders for compliance with regulations and conformance with the state contract;

- Compile and review construction contract documents;
- Review weekly payrolls, including compliance follow-ups and performing employee interviews; and
- Oversee grant activities to ensure the project adheres to the established budget, scope, and schedule

Task 6: Monitoring and Labor Standards

The Consultant shall:

- Work closely with the designated Labor Standards Officer (LSO) to review employee payrolls;
- Schedule regular meetings with construction contractors to provide, as needed, hands-on technical assistance;
- Ensure (i) all labor standards laws and regulations are observed during the course of the project, (ii) all procurement procedures and contracts will meet equal opportunity requirements, (iii) the contractors make affirmative efforts to employ minority persons and minority subcontractors, and (iv) compliance with laws regarding labor standards, which include:
 - Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
 - Contract Work Hours & Safety Standards Act (CWHSSA);
 - Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145); and
 - Fair Labor Standards Act;
- Develop pre-construction agendas, monitor weekly payrolls, and coordinate and review on-site employee interviews;
- Ensure compliance with requirements for Force Account projects and track multiple projects' labor, equipment, and materials expenses using a data management system;
- Provide labor standards compliance for all contracted work conformance with Texas Government Code Title 10, Chapter 2258, including on-site employee interviews, review of all contractor payrolls, wage determination, calculation of wage restitution, etc.; and
- Assist with documenting any project-related force account (crew and equipment) hours and costs, including documenting material costs

Task 7: Real Property Acquisition/Uniform Relocation Act Duties

The Consultant shall:

- Establish acquisition files and assists in completing acquisition activities if required for City projects;
- Submit all acquisition reports and related documents to GLO;
- Manage the financial components of the acquisition, from offer package generation through closing and draw requests;
- Keep detailed and comprehensive documentation to assist with file audits and closeouts;
- Navigate the processing of appraisals and other federal requirements, including the Uniform Relocation Act (URA) and Real Property Acquisition Policies Act (URA);
- Prepare acquisition plans for communities that identify vital areas for redevelopment, green space, or eligible use;
- Submit acquisition reports and related documents;
- Establish and maintain acquisition files;
- Prepare correspondence and assist City in negotiations with property owners; and
- Complete acquisition activities.

Task 8: Duties

The Contractor shall:

- Provide buyout and project management services, including landowner notification, negotiations, environmental services, URA compliance, and project closeout;

- Procure or assist in procuring, as directed by the City, property title and appraisal company services for title commitments, appraisals, and settlements;
- Provide eligible end-uses of the properties and assist with land-use disposition strategies;
- In consultation with the City, design housing incentives for homeowners voluntarily displaced by the project, which incentives shall provide program applicants with additional financial resources to purchase replacement homes and ensure maximum participation in the program;
- Work with the City through every step of the buyout program process, ensuring that the Consultant considers and achieves the City's priorities and goals;
- Monitor all updates and guidance published by HUD and GLO to keep the City compliant with all requirements and eliminate re-work;
- Produce tangible, cost-efficient results;
- Tailor the process to the City's needs while adhering to the program-specific guidelines; and
- Ensure that the City's buyout program complies with all existing HUD and GLO regulations and administrative best practices.

Task 9: Environmental Services

The Consultant shall:

- Perform environmental reviews for the federally funded construction project(s);
- Evaluate environmental impacts on biological resources, air, water quality, wetlands, endangered species, socio-economic resources, and archaeological and cultural resources;
- Provide or assist in providing, as appropriate, any necessary Categorical Exclusions, Environmental Assessments, Environmental Impact Statements, and tiered NEPA documents;
- Prepare any necessary environmental impact studies, wetland delineations, and permit applications;
- Use state and federal resources data to produce all necessary maps and data to understand relevant impacts and clearance needs;
- Design time and efficient solutions to environmental obstacles;
- Help mitigate hazards, ensure compliance with all HUD and GLO infrastructure and environmental compliance to keep your projects on track and on time;
- Review each project to determine the level of environmental review required;
- Prepare environmental assessment, including completing and submitting required forms and providing documentation to support environmental findings;
- Coordinate environmental clearance procedures with appropriate federal and state agencies and interested parties to facilitate clearance or approval;
- Coordinate questions and prepare responses during the commenting phase of the environmental review;
- Maintain coordination with local officials, engineers, and other members of the project team;
- Prepare all public notices and submit them for publication;
- Provide documentation of clearance for parties known to be interested;
- Process environmental reviews and clearances following NEPA as required;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Prepare and submit monthly status reports;
- Participate in regularly scheduled progress meetings; and
- Prepare and submit Request for Release of Funds and certifications to GLO.

Task 10: Audit and Closeout Support

The Consultant shall:

- Create policies and procedures that support a compliant operation and a continuous closeout process throughout the project lifecycle;
- Build an audit-ready program structured for closeout, which includes meticulous recordkeeping and documentation, critical milestone checklists, and transparent reporting to facilitate routine and predictable final steps of the closeout process;
- Ensure project outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary documentation;
- Assist with reconciling financial data in all applicable systems;
- Prepare the City for state and federal audits;
- Maintaining project files and proper documentation of all grant requirements;
- Perform internal reconciliation of project files and records;
- Work to resolve any issues or concerns that may arise;
- Prepare and submit final closeout documents;
- Provide auditor with federal audit guidelines;
- Work with City to resolve any monitoring and audit findings;
- Work with City to resolve any third-party claims;
- Attend any scheduled state or federal audit visits; and
- Archive hardcopy and electronic files.

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: November 7, 2022

Date submitted: 10/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the City Manager to negotiate and enter into a Professional Services Agreement for the 2022 Funding of the Building Resilient Infrastructure and Communities (BRIC) Grant Program and/or Flood Mitigation Assistance (FMA) Grant Program for the City of Friendswood (RFQ 2022-19) with Freese and Nichols, Inc.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The fiscal year 2022 application period for the Hazard Mitigation Assistance (HMA) Notices of Funding Opportunities (NOFOs) for the Flood Mitigation Assistance (FMA) grant program and the new Building Resilient Infrastructure and Communities (BRIC) grant programs opened on Sept. 30, 2022, and will close on Jan. 27, 2023.

FEMA's two competitive mitigation grant programs provide states, local communities, tribes and territories funding to address high-level future risks to natural disasters such as wildfires, drought, hurricanes, earthquakes, extreme heat, and increased flooding to foster greater community resilience and reduce disaster suffering.

For the FMA Program, the City must contact the Texas Department of Emergency Management (TDEM) State Hazard Mitigation Officer (SHMO) and the FMA Program Manager at the Texas Water Development Board (TWDB) to determine qualification requirements. If the City of Friendswood qualifies as a sub-applicant for the BRIC program, a project application must be submitted to TDEM by December 2, 2022.

The City of Friendswood recently released a Request for Qualifications (RFQ) seeking qualifications from qualified individuals or firms experienced in providing engineering services for HMA pre-award and post-award applications.

The City received ten responses and found Freese & Nichols, Inc. (FNI), to be the best fit. The City and FNI have recently worked together to identify potential flood control projects that provide the greatest benefit to the City and its residents.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Working in conjunction with FNI, the City will explore potential projects that may fit the parameters to receive a grant. Should a strong project be identified, details of that project will be presented during Council's next Drainage Update. Possible projects include a flood control project adjacent to the Blackhawk Regional Wastewater Treatment Plant.

Pre-award services include: grant application preparation assistance, preliminary engineering study, preliminary environmental and historical assessment, preliminary surveys, preliminary Scope of Work determination, preliminary Benefit Cost Analysis using FEMA's BCA software program, preliminary geospatial analysis and map preparation, preliminary design plans and specifications, and a preliminary budget.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00205 - Standard Agreement for Professional Services - Engineer
2. Freese & Nichols Submission

AGREEMENT FOR PROFESSIONAL SERVICES - ENGINEER

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

This Agreement for Professional Services – the Engineer (this "Agreement"), entered into as of this 7th day of November, 2022, by and between the City of Friendswood, Texas, a home-rule municipality located in Galveston and Harris Counties, Texas (hereinafter called the "City") and Freese and Nichols, Inc., a Texas corporation located at 10497 Town and Country Way, Suite 500, Houston, Texas 77024 (hereinafter called the "the Engineer").

1. SCOPE OF SERVICES

This Agreement authorizes the Engineer to perform engineering services associated with the 2022 Funding of Building Resilient Infrastructure and Communities (BRIC) and/or Flood Mitigation Assistance (FMA) Projects (collectively the "Work" or "Project") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." which is attached hereto and incorporated herein for all intents and purposes.

2. TIME OF PERFORMANCE

The Engineer shall proceed with performance of the services called for under the Basic Services upon a written authorization to proceed. The Work shall be completed in phases within the time limits specified in the Scope of Work, unless delayed by causes outside the control of the Engineer. The Engineer shall proceed with subsequent Work only on authorization by City's Director of the Engineering (the "Director"). The Engineer shall immediately submit to City in writing evidence of delay satisfactory to the Director's reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the Director, shall be granted in writing.

3. INFORMATION AND SERVICES TO BE FURNISHED TO ENGINEER

It is agreed that the City shall furnish, without charge, for the purpose of this Agreement, information, data, reports, records, and maps as are existing and available, for the carrying out of the Work of the Engineer as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The City shall cooperate with the Engineer to facilitate the performance of the Work described in this Agreement.

4. COMPENSATION AND METHOD OF PAYMENT

a. COMPENSATION

It is agreed that, unless specifically authorized by the City pursuant to an amendment to this Agreement, the total fees for Basic Services for the Work (including all subcontractors) shall not exceed the sum of [INSERT WRITTEN DOLLAR] AND NO/100 DOLLARS (\$[INSERT # AMOUNT]) based upon the following:

b. **REIMBURSABLE EXPENSES**

Reimbursable expenses shall include costs for incidental items such as parking, mileage, deliveries, and copies. Such expenses will be invoiced to the City at the Engineer's direct cost plus 10%, except that mileage will be invoiced at the IRS rate. The City must approve all expenses associated with transportation, including, but not limited to, meals, travel, and lodging before the same are incurred. If such approval is not obtained, the City shall not be liable for such travel expenses. Reimbursable expenses will not exceed [INSERT WRITTEN DOLLAR] AND NO/100 DOLLARS (\$[INSERT # AMOUNT]).

c. **INVOICING**

The Engineer shall invoice based upon total services actually completed and expenses actually incurred during the applicable month. The Engineer shall not charge for correction of its or its subconsultant's errors and omissions and shall be responsible for change orders resulting therefrom. Invoices shall be tendered not more than once a month. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. The Engineer shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Engineer's invoice being denied.

d. **PAYMENT**

The City shall have thirty (30) days to pay the Engineer's invoices from the date of receipt of such invoices and necessary backup information submitted by the Engineer in accordance with subsection b of this section. An invoice including reimbursable expenses must be accompanied by documentation regarding the expenses incurred. Notwithstanding the above, in the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. As applicable, the Engineer shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City prior to final payment. The Engineer shall pay its subcontractors no later than the tenth (10th) day after it receives payment from the City.

5. **RECORDS**

The Engineer shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed under this Agreement. Such records shall be kept in the office of the Engineer for a period of not less than five (5) years and shall be made available to the City for inspection and copying without cost upon reasonable request.

6. **INSTRUMENTS OF SERVICE**

All documents, including drawings and specifications prepared by the Engineer are instruments of service with respect to the Project. Upon execution of this Agreement, the Engineer grants to the City an ownership interest in such instruments of service. The Engineer shall obtain similar interests from the Engineer's subconsultants consistent with this Agreement. As noted in Sections 5 & 12, the Engineer shall be required to tender to City all instruments of service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the instruments of service, the City hereby expressly agrees to remove the Engineer's name and all

references to the Engineer and its consultants from the documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

7. **INSURANCE**

the Engineer shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by the Engineer, its agents, representatives, volunteers, employees or subconsultants.

a. **COVERAGES REQUIRED**

the Engineer's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Engineer's insurance and shall not contribute to it. Further, the Engineer shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

(1) **Commercial General Liability**

- General Aggregate: \$2,000,000
- Products & Completed Operations Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Fire Damage \$500,000
- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

(2) **Business Automobile Policy**

- Combined Single Limits: \$1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

(3) **Errors and Omissions**

- Limit: \$1,000,000 for this Project.
- For all architects, engineers, and/or design companies
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

(4) **Workers' Compensation**

- Statutory Limits
- Employer's Liability \$500,000

- Waiver of Subrogation required.

b. **REQUIREMENTS FOR COVERAGES**

The following shall be applicable to all policies of insurance required herein.

- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
- (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- (4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.
- (5) The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
- (6) Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- (7) Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
- (8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Engineer. The Engineer shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. **ENGINEER'S PERFORMANCE**

a. **STANDARD OF CARE**

The Engineer shall perform services required herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Engineer shall promptly correct any defective analysis caused by the Engineer at no cost to City. The City's approval, acceptance, use of or payment for all or any part of the Engineer's services hereunder or of the Work itself shall in no way alter the Engineer's obligations or the City's rights under this Agreement.

b. **CODES**

The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by federal, state and local governments. Such codes set forth minimum requirements. These may be exceeded by the Contractor and/or the Engineer. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. The Engineer shall state the alternative codes and regulations used.

c. DUTY

Contractor shall be responsible for the actual supervision of construction operations and safety measures involving the Work, its employees and the public; but the Engineer, on behalf of the City, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the City. The Engineer shall immediately make the City aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Engineer's documents or instruments of service.

If services include periodic visits to the site to observe work performed by the Project Contractor, the Engineer shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the Work in accordance with Contract Documents and to endeavor to safeguard the City against defects and deficiencies in the Work; provided, however, the Engineer does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, the Engineer shall keep the City informed on the extent of the progress of the Work and shall advise the City of defects and deficiencies in the work of Contractors that are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

9. INDEMNIFICATION AND RELEASE

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING

OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. The Engineer assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Engineer's services to be performed hereunder. This release shall apply with respect to the Engineer's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

THE ENGINEER SHALL REQUIRE ALL OF ITS APPROVED SUBCONSULTANTS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

10. **NOTICE**

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

City:

City OF FRIENDSWOOD
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: Jildardo Arias, PE, CFM
Title: Director of the Engineering

Engineer:

Freese and Nichols, Inc.
10497 Town and Country Way, Ste. 500
Houston, TX 77024
Attn: Jim Keith, PE, CFM
Title: Principal and Vice President

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

11. **CAPTIONS**

The captions used in this Agreement are for general reference only to serve as a guide. The captions do not control the meaning of any section or subsection or in any way determine its interpretation or application.

12. **SUCCESSORS AND ASSIGNMENTS**

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

13. **TERMINATION**

The City may terminate this Agreement at any time by giving at least thirty (30) days' written notice to the Engineer. Furthermore, the City may immediately and without notice terminate this Agreement if the Engineer breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from the Engineer or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against the Engineer;
- (d) the dissolution of the Engineer;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, the Engineer shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Engineer shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Engineer shall also tender to the Director all of the Engineer's instruments of service, including

all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Engineer under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, the Engineer shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing the Engineer's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14. CHANGES

The City may, from time to time, request changes in the scope of the services to be performed by the Engineer under this Agreement. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the City and the Engineer shall be incorporated in written amendments to this Agreement.

15. SUPERVISION OF CONSULTANT

the Engineer is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by the Engineer under the terms of this Agreement.

16. PERSONNEL

- a. The Engineer represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder shall be performed by the Engineer or under its supervision and all personnel engaged in the Work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

17. REPORTS AND INFORMATION

The Engineer shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

18. REQUIRED PROVISIONS

The Engineer shall comply with all applicable federal requirements, including those specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either party.

19. INTEREST OF ENGINEER AND EMPLOYEES

The Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, any interests which would conflict in any manner or degree with the performance of its services hereunder. The Engineer further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Engineer.

20. GOVERNING LAW

This Agreement has been made under and shall be governed by the laws of the state of Texas.

21. VENUE

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

22. NO THIRD-PARTY BENEFICIARY

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Engineer and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

23. NO RIGHT TO ARBITRATION

Notwithstanding anything to the contrary contained in this Agreement, the City and the Engineer hereby agree that no claim or dispute between the City and the Engineer arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Engineer consents to be joined in the arbitration proceeding if the Engineer's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

24. WAIVER

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

25. COMPLETE AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Engineer in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and the Engineer accept and agree to these terms.

26. SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

27. AMBIGUITIES

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

28. AUTHORITY

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 7th day of November, 2022, the date of execution by the Mayor of the City of Friendswood.

City:

City OF FRIENDSWOOD, TEXAS

Engineer:

FREESE AND NICHOLS, INC.

CITY MANAGER

DATE: _____

BY: _____
PRESIDENT

DATE: _____

ATTEST:

City SECRETARY

ATTEST:

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

City ATTORNEY

END OF DOCUMENT

Exhibit "A" SCOPE OF WORK

1. GENERAL

The Engineer shall perform all necessary engineering services for the 2022 Funding of Building Resilient Infrastructure and Communities (BRIC) and/or Flood Mitigation Assistance (FMA) Project, including, but not limited to the preparation of plans and specifications and the performance of construction phase services. The Engineer shall also prepare detailed cost estimates of authorized construction that reflects the current, local construction costs and current wage rates.

The services rendered by the Engineer for the Project to be designed for construction are divided into four (4) distinct and sequential phases as follows:

Preliminary Phase – Preliminary studies, layouts, and cost estimates

Design Phase – Preparation of plans, specifications and contract documents

Bid Phase – Assist in advertising and obtaining bids for the Work

Construction Phase – City's representative during construction

The Engineer shall review submittals, substitutions, pay requests and/or change order requests and make recommendations to the City. The Engineer has no authority to approve any changes to the Construction Documents, Design, Materials, Contract Amount, or Contract Time nor make any other decisions on behalf of the City, only the City has this authority, and the Engineer's responsibilities are in an advisory capacity only.

2. BASIC SERVICES

a. PRELIMINARY PHASE (to be completed within ____ Calendar Days)

Upon receipt of a notice to proceed issued by the Director, the Engineer shall:

- (1) Provide Project Management services to direct, supervise and coordinate the various items of work within the Project Design, including review of activities of subcontracted engineers;
- (2) Perform the following Additional Preliminary Phase services:
 - (a) Perform a comprehensive BCA;
 - (b) Collect data required to design the project, Including previous reports, feasibility assessments, drainage studies, FEMA Flood Insurance Study, Watershed Models (HEC-HMS), channel models (HEC-RAS), record or as-built plans, public and private utilities, real property data and LiDAR. Concurrent;
 - (c) Perform necessary survey, geotechnical and environmental reports;
 - (d) Perform existing condition drainage modeling to establish a baseline for proposed improvements;
 - (e) Walk the Project area with topographic survey data to confirm risk issues identified in the initial scoping field visit;
 - (f) With the City's approval, visit with residents in critical elevation areas, gather anecdotal information regarding historical flood events, and request

- photos showing ponding depths to further inform the existing condition analysis and calibrate the model;
 - (g) Visit the project site during a rain event;
 - (h) Determine the level of service of the existing stormwater drainage infrastructure and how the Project area responds to stormwater runoff;
 - (i) Organize and attend a public engagement/outreach meeting to gain buy-in from residents of the community and gather any additional information about stakeholder expectations that may further inform the proposed condition H&H analysis stage of the Project;
 - (j) Perform the proposed condition H&H analysis, which will entail multiple iterations to find the best value-engineered recommendations to present to the City;
 - (k) Present the key elements of the proposed condition to the City for input and concurrence; and
 - (l) Present the Project to the public at a public engagement/outreach meeting;
 - (3) If held, attend preliminary conference with the City and other interested parties regarding the project in order to further define the work;
 - (4) Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required, and arrange for such work to be done, for the City's account; and
 - (5) Prepare a preliminary engineering report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, including preliminary layouts, and cost estimates, and setting forth clearly the Engineer's recommendations.
- b. DESIGN PHASE (to be completed within ____ Calendar Days)
Upon receipt of a notice to proceed issued by the Director, the Engineer shall:
- (1) Provide Project Management service to direct, supervise and coordinate the various items of work within the project, including review of the activities of subcontracted engineers;
 - (2) Establish the scope of any additional soil and foundation investigations or any special surveys and tests which, in the opinion of the Engineer may be required for design, and arrange for such work to be done, for the City's account;
 - (3) Furnish to the City, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning advances);
 - (4) Perform field surveys to collect information which in the opinion of the Engineer is required for design;
 - (5) Perform the following additional Design Phase services:
 - (a) Create plans, specifications and cost estimates;
 - (b) Conduct monthly progress meetings and to incorporate milestone submittal comments;

- (c) Work to achieve required approvals and permits and notify the City of any issues that may impact the Project delivery schedule; and
 - (d) Provide bid-ready plans and specifications;
 - (6) Prepare detailed specifications, contract drawings, and bidding documents to be included in contract documents for construction authorized by the City;
 - (7) Prepare detailed cost estimates of authorized construction. The Engineer shall use reasonable skill and care befitting the profession in preparing cost estimates that will reflect current, local construction costs; and
 - (8) Furnish the City all necessary copies of approved Contract Documents.
- c. **BID PHASE (to be performed throughout the Bid Phase)**
Upon receipt of a notice to proceed issued by the Director, the Engineer shall:
 - (1) Assist the City in advertising for and obtaining bids for the Work;
 - (2) Conduct a pre-bid meeting, respond to requests for bid information, prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process;
 - (3) Tabulate and evaluate the bids for errors prior to submitting a recommendation of award to the City;
 - (4) Assist the City in the opening and tabulation of bids for construction of the Project, and consult with the City as the proper action to be taken, based on the engineering considerations involved;
 - (5) Assist in connection with bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services;
 - (6) Recommend award to the City; and
 - (7) Assist the City with preparation of a construction contract between the City and the successful bidder and prepare conformed "as-bid" drawings.
- d. **CONSTRUCTION PHASE (to be performed throughout the Project and completed when the City Council accepts the Project)**
Upon receipt of a notice to proceed issued by the Director, the Engineer shall:
 - (1) Provide Project Management services to direct, supervise and coordinate the various items of work within the Project, including review of activities of subcontracted engineers;
 - (2) Perform the following additional Construction Phase services:
 - (a) Perform those services necessary to ensure the Project is completed in accordance with the purpose and intent of the construction documents;

- (b) Assist the City with the pre-construction meeting to kick-off the construction contractor;
 - (c) Attend monthly progress meetings and other meetings as needed by the City during construction phase;
 - (d) Review shop drawings, samples and other contractor submittals for conformance to specifications;
 - (e) Provide design clarification and recommendations to assist the City in responding to Contractor requests for information;
 - (f) Provide written site observations reports to the City's Project Manager; and
 - (g) Generate record documents based on marked-up "as-built" drawings, addenda, revisions, change orders and other data and submit to the City;
- (3) Provide routine horizontal and vertical controls for use by Contractor to do its detailed construction staking;
- (4) Make regular visits to the construction site (minimum of once a month). The Engineer shall make visits at intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents. The Engineer shall work closely with the Resident Project Representative (as required by City) to ensure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents;
- (5) Provide services of Resident Project Representative and other field personnel as required for on-the-site determination of the quantities and quality of the work done by the Contractor, and to provide construction records, reports and information to the Engineer or Project Engineer;
- (6) Arrange for construction testing as required by the Project, for the City's account;
- (7) Consult and advise with the City; issue all instructions to the Contractor requested by the City; and prepare and issue routine change orders with City's approval. On matters requiring the City's involvement, the Engineer shall provide the City's designated representative with all facts germane to such matters along with a complete recommendation for the City to consider. Upon the decision of the City, the Engineer shall be notified of the City's decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical;
- (8) Perform other duties in this regard that may be included in the General Conditions of construction Contract Documents;
- (9) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The Contractor shall review and stamp his approval on submittals prior to submitting to the Engineer, and review by the Engineer shall not relieve the Contractor of any responsibility such as

dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents;

- (10) Obtain and review monthly the final estimates for payments to Contractors, and furnish to the City any recommended payments to Contractors; and assemble written guarantees which are required by the Contract Documents; and
- (11) Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect City's final payment to the Contractor.

3. ADDITIONAL SERVICES

The Engineer will perform additional services, if any, at a price agreed upon by the parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Engineer unless such additional services have been approved in writing prior to the performance of the same.

Exhibit "B"
FEDERAL REQUIREMENTS

The following contract clauses are included in this Agreement, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II. Violations of law will be referred to the proper authority in the applicable jurisdiction. For purposes these clauses, the Contractor may also be referred to as "contractor" or "prime contractor" and the City of Friendswood may also be referred to as "subrecipient." All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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- 24. Additional FEMA Requirements.

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018) The following access to records requirements apply to this Agreement:
 - a. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
 - d. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
2. AFFIRMATIVE SOCIOECONOMIC STEPS
 - a. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. These affirmative steps shall include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - c. The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.
 - d. Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

- e. Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.
3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT Clean Air Act
- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
5. FEDERAL WATER POLLUTION CONTROL ACT
- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The Contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))
Compliance with the Contract Work Hours and Safety Standards Act.
- a. *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- a. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- b. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. DEBARMENT AND SUSPENSION

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS**
The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.
10. **DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)**
As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
11. **ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))**
If applicable, Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.
12. **HOLD HARMLESS AGREEMENT**
Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or the City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance.
- Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability, and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work

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

13. COPYRIGHT AND DATA RIGHTS

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Friendswood a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the City of Friendswood or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Friendswood data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Friendswood.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

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

15. POTENTIAL CONFLICTS OF INTEREST

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

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

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

16. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)
In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES
- a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 - b. *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;or

- (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - c. *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
 - d. *Reporting requirement.*
 - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph d(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.
- 19. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

- a. Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this Contract for cause and convenience.
- c. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.
- d. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

20. WHISTLEBLOWER PROTECTION ACT

- a. Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- b. The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

21. EQUAL EMPLOYMENT OPPORTUNITY

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Applicability.
This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Key Definitions.
 - 1. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - 2. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
 - 3. Contract. The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted construction contract or subcontract.
 - 4. Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.
- d. The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:: "During the performance of this Contract, the Contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in

every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

22. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.
 - a. Applicability of Davis-Bacon Act.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- b. All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- 1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

23. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

- a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

24. ADDITIONAL FEMA REQUIREMENTS.

The Uniform Rules authorize FEMA to require additional provisions for non-federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- A. Changes.

To be eligible for FEMA assistance under the non-federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

The language of the clause may differ depending on the nature of the contract and the end-item procured.
- B. Access to Records.

All non-federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- C. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

 1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any

books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the Contract."

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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: November 7, 2022

Date submitted: 10/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a Grant Administration Services Agreement with Jeff S. Ward and Associates, Inc., for grant application development and grant management for the 2022 Building Resilient Infrastructure and Communities (BRIC) Grant Program and/or Flood Mitigation Assistance (FMA) Grant Program (RFP 2022-20).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The fiscal year 2022 application period for the Hazard Mitigation Assistance (HMA) Notices of Funding Opportunities (NOFOs) for the Flood Mitigation Assistance (FMA) grant program and the new Building Resilient Infrastructure and Communities (BRIC) grant programs opened on September 30, 2022, and will close on January 27, 2023.

FEMA's two competitive mitigation grant programs provide states, local communities, tribes and territories funding to address high-level future risks to natural disasters such as wildfires, drought, hurricanes, earthquakes, extreme heat, and increased flooding to foster greater community resilience and reduce disaster suffering.

For the FMA Program, the City must contact the Texas Department of Emergency Management (TDEM) State Hazard Mitigation Officer (SHMO) and the FMA Program Manager at the Texas Water Development Board (TWDB) to determine qualification requirements. If the City of Friendswood qualifies as a sub-applicant for the BRIC program, a project application must be submitted to TDEM by December 2, 2022.

The City of Friendswood recently released a Request for Proposals (RFP) seeking proposals from qualified individuals or firms experienced in providing grant application development, grant administration, and grant management services.

The City received two responses and found Jeff S. Ward and Associates, Inc. (JSA), to be the best fit. The City and JSA have an extensive history working with each other on buyouts through previous programs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Working in conjunction with JSA, the City will explore potential projects that may fit the parameters to receive a grant. Should a strong project be identified, details of that project will be presented during

Council's next Drainage Update. Possible projects include a flood control project adjacent to the Blackhawk Regional Wastewater Treatment Plant.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Grant Administration Services Agreement - Jeff Ward Associates
2. Jeff S Ward & Associates Submission
3. Form 1295 - Jeff Ward & Associates
4. Certificate of Insurance
5. TX Government Code Verification Form

GRANT ADMINISTRATION SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

KNOWN BY THESE PRESENTS:

This Grant Administration Services Agreement, hereinafter the "Agreement," is made this 7th day of November, 2022, by and between the City of Friendswood, Texas, acting by and through the City Council of the City of Friendswood, Texas, hereinafter referred to as the "City," and Jeffrey S. Ward & Associates, Inc., a Florida corporation, hereinafter referred to as the "Consultant." The City and the Consultant collectively referred to herein as the "Parties" and individually as a "Party." The Parties do hereby make and enter into the following agreement:

ARTICLE I. **Consultant**

- 1.1 The Consultant, as an independent contractor, covenants and agrees to perform grant application, administrative and management services associated with grants obtained by the City under the 2022 Building Resilient Infrastructure and Communities (BRIC) Grant Program and/or Flood Mitigation Assistance (FMA) Grant Program (collectively "Grant"). Such services shall be performed by the Consultant in accordance with the terms of this Agreement together with the terms of the applicable grant contract award. The Consultant covenants and agrees to perform the services in a professional manner. The Consultant shall complete the scope of work described in Article II and shall submit reports to the City and to other entities as required by the applicable grant.
- 1.2 The Consultant shall provide its services under this Agreement with the same degree of care, skill and diligence as is ordinarily provided by such professional under similar circumstances. The Consultant will further give professional consultations and advice to the City during the performance of the services under this Agreement.

ARTICLE II. **Scope of Work**

- 2.1 The Consultant will perform the following professional services related to the Grant, as more specifically detailed in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.
- 2.2 It is expressly understood and agreed that the services required herein will not be complete until the services set forth herein for each Grant are complete and accepted by the City. The Consultant will, without additional compensation, revise program documents as necessary in order for the City to obtain final approval by the Federal Emergency Management Agency ("FEMA") and any other funding agency, as applicable.
- 2.3 Pursuant to this Agreement, the City shall have the option to obtain the services of the Consultant to perform additional services. Such additional services shall be described in a written amendment to this Agreement, as agreed mutually by the City and the Consultant, including a description of the additional work, associated compensation, and time schedule as applicable. Such amendment

must be finally agreed to and fully executed prior to the City being liable for expenses associated with any additional services.

ARTICLE III.

Consultant Personnel

- 3.1 The Consultant represents that it has or will secure at its own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- 3.2 The Consultant may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by a written contract and shall be subject to the provisions of this Agreement.

ARTICLE IV.

Support Services

- 4.1 To the extent authorized by law, the readily available existing data and documentation obtained by the City that are relevant to the accomplishment of the Scope of Work specified in Article II shall be made available by the City for use by the Consultant. The City will provide the best documentation and data that it possesses; however, in providing such data and documentation, the City makes no warranty as to the accuracy or reliability of the same. Furthermore, the existing data and documentation shall be provided in a format as approved by the City. Nothing contained herein shall be construed as requiring the City to tender information in any particular format, including shape files.
- 4.2 The City shall consider and act on all documents and project work items submitted by the Consultant that require review, comments or approval by the City within a reasonable period of time so as to enable the Consultant to complete the work on schedule as provided in Article V of this Agreement.

ARTICLE V.

Time of Performance

- 5.1 The Consultant shall commence services upon execution of this Agreement.
- 5.2 The Consultant shall complete the services described in Article II in accordance with the timeline in each Grant, unless the scope of work and time of performance are changed in accordance with Article X or Section 14.1.
- 5.3 This Agreement shall extend and be in full force until the completion and acceptance by the City of the tasks set forth in Exhibit "A."
- 5.4 The completion schedule set forth in this Article V may be subject to causes that result in delay over which neither the Consultant nor the City has any control. Notification and justification of any such delays identified by the Consultant must be made in writing and approved by the City. The schedule of work will be extended to include any such delays pursuant to Section 14.1.

- 5.5 Except for the indemnity, release, and the tail coverage required in Article XIII, this Agreement shall terminate upon the City's final acceptance of work completed by the Consultant, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI.
Compensation to Consultant

- 6.1 Subject to Section 6.2, the City shall compensate the Consultant for the professional services performed and any approved reimbursable expenses under this Agreement in an amount not to exceed the amount allowed under the Grant. The Consultant shall invoice the City based upon the following, but understands and agrees that it will only be paid from the Grant up to the amount allowed thereunder:

Task 1: Grant Application Development				
Description			Cost Not to Exceed	
Applications with 1 to 25 homes (including project scoping application)			\$7,000	
Applications with 26 to 50 homes			\$7,500	
Applications with 51 to 75 homes			\$8,000	
Applications with 76 to 100 homes			\$8,500	
Applications with greater than 100 homes			\$9,000	
Task 2: Grant Management Services				
Description			Cost Not to Exceed	
Grant Management Services			\$	
		Sr. Mitigation Specialist	Mitigation Specialist	
	CY2022	\$180.00	\$140.00	
	CY2023	\$185.00	\$145.00	
	CY2024	\$190.00	\$150.00	
Task 3: Per Parcel Project Management Services for Home Acquisition/Demolition				
Description			Fixed Fee	
Per Parcel Project Management Services			\$2,500/per parcel	

- 6.2 Payment shall be made only after both (i) receipt of a detailed statement showing the work performed and the time spent performing the same and (ii) funding is received under the Grant. The progress report letter will describe the services performed and the work accomplished during the report period, as well as any problems or delays encountered and actions taken to remedy them. Each statement shall be certified as true and correct by an officer of the Consultant. Each invoice is due and payable by the City within thirty (30) calendar days following (i) receipt of service, (ii) receipt of an invoice, or (iii) receipt of funding under the Grant from the applicable funding entity, whichever is later. However, the City shall not be obligated to pay the full amount of an invoice if there is a dispute in the bill tendered by the Consultant to the City for payment or in the reimbursement received by the applicable funding entity for the services. The City will not dispute

payment of bills in an unreasonable manner. If there is a dispute, the City shall pay only the undisputed amount.

- 6.3 Notwithstanding anything herein to the contrary or that may be construed to the contrary, the City has no funds specifically allocated to performing its obligations hereunder, and the City is under no obligation to expend any funds other than funding it receives under the Grant. As such, the Consultant shall be entitled to receive the maximum amount allowed under the Grant and waives any right to receive payment from the City from any other funding source.

ARTICLE VII.
Product of Services, Copyright

- 7.1 The Consultant and the City mutually agree that reports and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the City. The Consultant shall have the right to retain copies and to utilize the product of its services for marketing purposes, except for any confidential information, as defined in Article XI hereof.
- 7.2 Nothing produced in whole or in part by the Consultant under this Agreement shall be subject to application for copyright by or for the Consultant.
- 7.3 The Consultant hereby grants and conveys an ownership interest to the City in all work products relating to the services required to be performed in this Agreement without additional compensation.

ARTICLE VIII.
Private Interest of Public Officials and Consultant

- 8.1 No employee, agent or member of the City Council of the City shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX.
Certifications of Consultant

- 9.1 The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement. Furthermore, it has not been paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 9.2 The Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X.
Changes or Termination

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto, which instrument may include an amendment to this Agreement.

- 10.2 The City may, from time to time, request changes in the scope of work and time of performance for the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement, with the exception of the indemnity, release and tail coverage required in Article XIII, may be terminated before the expiration date specified in Article V by any of the following conditions:
- a. Right of either party to terminate for cause. This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligation under this Agreement. A signed written notice of such termination shall be delivered to the other party by registered or certified mail; and such termination shall take effect twenty (20) calendar days after the notice is deposited in the mail, provided that the failure to perform has not been remedied in full prior to the expiration of the twenty-calendar-day period. By such termination, either party may nullify obligations already incurred for the performances or failure to perform before the termination date.
 - b. Right of the City to terminate for convenience. This Agreement may also be terminated by the City for reasons other than failure by the Consultant to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to Consultant by registered or certified mail, and such termination shall take effect not less than seven (7) calendar days following the date that the notice is deposited in the mail or at 5:00 p.m. on the date the notice is received by the Consultant, whichever is sooner.
- 10.4 Upon receipt of a notice of termination under Section 10.3, the Consultant shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) calendar days after the conditions specified in Sections 10.3 and 10.4 being met or within thirty (30) calendar days after the Consultant submits a statement of the actual services performed and payment requested, or within thirty (30) calendar days after the City's receipt of all data, study products and all other work products required to be tendered to the City, whichever is later, the City shall pay the Consultant costs allowed in this Agreement which are actually incurred, less previous payments. The City will only be obligated to compensate the Consultant in a just and equitable manner for those services actually performed prior to the effective date of termination. Data, study products and all other work product prepared by Consultant under this Agreement shall be delivered to the City within thirty (30) calendar days after the receipt of the notice of termination if terminated by the City or within thirty (30) calendar days after tendering the notice of termination if terminated by the Consultant.
- 10.5 Notwithstanding the provisions of Section 10.3 above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any negligent act or omission or any breach of the Agreement.

ARTICLE XI. **Confidentiality**

- 11.1 Any information determined by the City to be confidential pursuant to the Texas Public Information Act that is provided to or developed by the Consultant in the performance of this Agreement shall

be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City. Consultant may make such information available to third parties in compliance with an order from a court, the State of Texas, the United States government or applicable funding entity after five (5) calendar days' written notice to the City that the Consultant intends to release the information.

ARTICLE XII.

Inspection of Records

- 12.1 The City, the funding agency, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management Administration (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audits, examinations, excerpts, and transcriptions, and to close out the City's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after the City makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that the City, the funding agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the funding agency and the City.
- 12.2 Any time during normal business hours and as requested by the City, the Consultant shall make available to the City for examination all of its project records with respect to all matters covered by this Agreement and will allow the City to review, examine and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The financial records of the Consultant will be available upon request by the City's representative in a timely manner at City Hall for audit purposes to the City or its authorized representative. In any event, the financial records shall be made available to the City within ten (10) calendar days of the City's request for the same. All copies made by the City pursuant to this Section shall be made at the sole cost and expense of the Consultant.

ARTICLE XIII.

Insurance and Indemnification

- 13.1 Throughout the term of this Agreement, the Consultant, at its own expense, shall purchase, maintain and keep in force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the Consultant's services, whether such services be by the Consultant, its agents, representatives, volunteers, employees or subconsultants or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 13.2 The Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, agents and employees. Any insurance or self-insurance maintained by the City, its officials, agents and employees shall be considered in excess of the Consultant's insurance and shall not contribute to it. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- 13.3 The insurance coverage herein shall, at a minimum, meet the following requirements:

Commercial General Liability (CGL)

- General Aggregate: \$2,000,000
- Products & Completed Operations: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Coverage shall be broad form CGL
- No coverage shall be excluded from standard policy without notification of individual exclusions being attached for review and acceptance
- Waiver of subrogation required.

Business Automobile Policy (BAP)

- Combined Single Limits: \$1,000,000
- Coverage for "Any Auto"
 - Waiver of Subrogation required.

Workers' Compensation Insurance

- Statutory Limits
- Employer's Liability \$500,000
 - Waiver of Subrogation required.

- 13.4 Prior to any work being performed on the site, the Consultant shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) calendar days' prior written notice has been given to the City via certified mail, return receipt requested.
- 13.5 The Consultant shall also file with the City valid Certificates of Insurance covering all subconsultants.
- 13.6 The following are general requirements applicable to all policies:
- Insurance carrier must have an A.M. Best Rating of A-: VII or better.
 - Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - Liability policies must be on occurrence form.
 - The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
 - A waiver of subrogation in favor of the City is required on all policies.
 - Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.
 - All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Consultant. The Consultant shall provide copies of insurance policies required hereunder to the City upon request.
- 13.7

THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS,
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AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, ARISING OUT OF, OR IN CONNECTION WITH THE WORK DONE BY THE CONSULTANT UNDER THIS AGREEMENT CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONSULTANT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CONSULTANT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

The indemnity provided hereinabove shall survive the termination and/or expiration of this Agreement.

- 13.8 By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. The Consultant assumes full responsibility for its work and services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Consultant's work and/or services to be performed hereunder. This release shall apply with

respect to the Consultant's work and/or services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

ARTICLE XIV.
Miscellaneous Provisions

- 14.1 Neither the City nor Consultant shall be required to perform any term, condition or covenant of this Agreement while such performance is delayed or interrupted by acts of God, material or labor restrictions by any governmental authority, civil riot, flood, hurricanes or other natural disasters, any other cause not within the control of the City or Consultant that by the exercise of due diligence the City or Consultant is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understandings between City and Consultant concerning the subject matter of this Agreement. Any such delay in performance shall be excused only for the same amount of time as the occurrence giving rise to the delay shall have lasted or such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated as determined in the sole reasonable discretion of the City.
- 14.2 This Agreement constitutes the entire agreement between the City and Consultant and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.4 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CONSULTANT

Jeffrey S. Ward & Associates, Inc.
Attn: Jeffrey S. Ward, President
2201 Northland Drive
Austin, TX 78756

CITY

City of Friendswood
Attn: Morad Kabiri, City Manager
258 Bluemont Branch Terr, SE
Leesburg, VA 20175

- 14.5 The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.
- 14.6 The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City thereto.

- 14.7 This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Consultant and the City only.
- 14.8 The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.
- 14.9 The City and Consultant each bind itself and its successors, executors and administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of the City.
- 14.10 The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement.
- 14.11 Each provision and clause required by law to be inserted into the Agreement shall be deemed to be included herein, and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.12 The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.13 Any and all representations and conditions made by the Consultant and the City under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the City, whether delivered at the time of execution or at a later date, shall constitute representations hereunder.
- 14.14 In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.15 This Agreement is performed in Galveston County, Texas, and is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.
- 14.16 In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment or assistance because of race, color, religion, age, sex or national origin. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an equal opportunity employer.
- 14.17 Two copies of this Agreement are executed; each shall be deemed an original.
- 14.18 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

- 14.19 The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- 14.20 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.
- 14.21 The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

[Remainder of page intentionally left blank]

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals in Friendswood, Galveston County, Texas.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

JEFFREY S. WARD & ASSOCIATES, INC.

JEFFREY S. WARD, President

STATE OF VIRGINIA §
COUNTY OF LOUDOUN §

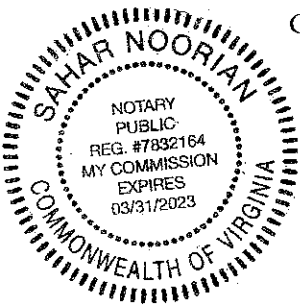
Before me, SAHAR NOORIAN, the undersigned notary public, on this day personally appeared Jeffrey S. Ward, the President of Jeffrey S. Ward & Associates, Inc., on behalf of such corporation

 known to me;
☒ proved to me on the oath of ; or
☒ proved to me through his/her current VA Driver's License
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of November, 2022.



Sahar Noorian
Notary Public in and for the State
of Virginia
My commission expires: 3/31/23

H:\Contracts\Jeff S Ward & Associates Grant Mangement Services BRIC & FMA Grant Programs\Grant Administration Services Agreement.docx

Exhibit "A"

SCOPE OF WORK

Scope of Work: The Consultant will assist the City with fulfilling federal, state, county and local statutory responsibilities for each Grant. Grant administrative services must be performed in compliance with statutes and guidelines issued for each Grant. If managing more than one source of funding, compliance for each source of funding must be maintained separately and apart from any other funding source. The Consultant agrees to perform the following tasks:

Task 1: Grant Application Development.

The Consultant shall perform a complete benefit cost analysis ("BCA") for application(s) for all FEMA Hazard Mitigation Assistance Grant programs, to include Flood Mitigation Assistance ("FMA"), Pre-Disaster Mitigation ("PDM") and Hazard Mitigation Grant Program (HMGP) programs for various mitigation activities to include minor flood control projects (drainage projects), home elevations, home acquisition/demolition, and home mitigation/reconstruction (aka demo/rebuild). This task will include:

- Develop and implement local criteria to prioritize applicants;
- Identify and evaluate candidate projects suitable for grant funding;
- Provide engineering support and design services as needed to develop public infrastructure project grant applications;
- Engage an H & H experienced firm available to support our team, as needed;
- Provide written overview of drainage project evaluations to include list of data needs;
- Conduct water surface reduction analysis for potential drainage project areas;
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario;
- Complete Benefit Cost Analysis per FEMA's Guidance for candidate drainage projects;
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application;
- Complete Benefit Cost Analysis calculations per FEMA guidance for properties to be included in grant application;
- Provide recommendation to the City of which properties or drainage projects to include in grant applications based on HMA guidance and Benefit Cost Analysis calculations;
- Conduct review and analysis of FEMA and other data to validate property classification and cost estimates;
- Assist City with execution of required certifications and other documents;
- Assist City with the completion and submittal of grant applications; and
- Respond to any State or FEMA requests for information post-application submittal.

Task 2: General Grant Administration

The Consultant shall:

- Fully administer all aspects of HMGP, BRIC, and FMA grants according to any contractual agreement with Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA;
- Report to local officials on progress of grant applications and projects
- Prepare required reports to the State;
- Prepare requests for advances or reimbursements from the City to the State;
- Assist the City in evaluating options for the procurement of qualified Proposers in accordance with 2 CFR Part 200 and State of Texas procurement standards;

Exhibit "A," Page 1

- Provide Grant administration and compliances support for public infrastructure projects
- Prepare reconciliation with State on all grant funds;
- Prepare all reports and forms required for grant closeout;
- Participate in any review or audit of grant by Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA or their assignee and address any questions, findings or deficiencies noted;
- Assist the City in managing budget to ensure that all projects are completed with the available Federal funding;
- Assist the City in ensuring that the project contract specifications meet the FEMA grant requirements;
- Assist the City in developing process to ensure that construction is performed in compliance with engineering specifications;
- Assist the City in ensuring professional engineer reviews all construction specifications; and
- Assist the City in soliciting project Proposers in accordance with Federal and State procurement standards.

Task 3: Per Parcel Project Management Services for Home Acquisition/Demolition

The Consultant will be the Point of Contact on behalf of the City to the homeowners in the program. This task includes, but is not limited to, the following:

- Provide review and oversight of title company activities;
- Ensure that the title company activities are performed in a timely manner and in accordance with the terms of the contract;
- Provide review and oversight of appraisal firm;
- Ensure that the appraisals are completed in a timely manner and in compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and grant agency requirements;
- Develop data for determining compensation;
- Review information provided by the community and recommend an amount of compensation for each parcel;
- Analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property;
- Review duplication of benefits ("DOB") information and provide proper deductions from value;
- Prepare contract for sale utilizing the data developed or obtained in tasks above;
- Prepare the voluntary offer document for review and approval by the City prior to presentation to the owner;
- Schedule and meet with each parcel owner to review (i) a letter from the City explaining the acquisition process and the owner's rights and options and(ii) the offer documents;
- Make appropriate adjustments to offers if duplication of benefits deductions is made and the owner has documentation to support a revision to the deductions or to support a reimbursement;
- Assist the City in presenting the offer to sell to the owner;
- Provide the title company a sample deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate grant agency as well as the City, which deed will include the appropriate deed restrictions as directed by FEMA and/or the grant agency;
- Oversee and coordinate settlements, including monitoring the title company's scheduling of the closing with each parcel owner and preparation of all documents necessary for closing to ensure that such activities will be performed in a timely manner and that all matters are properly coordinated;
- Prepare and provide to the City a listing prior to each closing which identifies (i) the amount needed for disbursement by the title company at the closing (ii) each parcel-by-parcel number, owner name,

address of property and amount of compensation, and (iii) the amount the City needs to deposit in the title company escrow prior to closing; and

- Prepare and maintain hard copy case files for each parcel purchased and submit such files to the City.

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: November 7, 2022

Date submitted: 10/26/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the School Resource Officer Agreement with Friendswood Independent School District for certain technology improvements for an integrated safety response system.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed First Amendment to the School Resource Officer Agreement with Friendswood Independent School District for certain technology improvements for an integrated safety response system will provide additional response capabilities and will be beneficial to both FISD and the City in performing their governmental functions. The cost of the improvements totals \$73,800 and will be split between the parties as follows:

FISD	\$25,000.00
City	\$48,800.00

The City will be responsible for the agreement with the vendor and for the satisfactory completion of the improvements. FISD shall pay its share of the costs to the City within thirty days of the effective date of the agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. First Amendment to the FISD SRO Agreement

**FIRST AMENDMENT
TO THE
SCHOOL RESOURCE OFFICER AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to the School Resource Officer Agreement between the Friendswood Independent School District ("FISD") and the City of Friendswood ("City") dated August 1, 2022 (the "Agreement"), is made by and between the same parties on the date hereinafter last specified.

W I T N E S S E T H:

WHEREAS, FISD and City entered into the Agreement in order for the City to continue the School Resource Officer Program, which includes, in part, the provision of police services by City at FISD campuses; and

WHEREAS, FISD and City desire to pursue certain technology improvements at such campuses through an integrated safety response system, which will provide additional response capabilities to both FISD and City (the "Project"); and

WHEREAS, the cost of the Project with capabilities for FISD, including all setups and required integrations, totals SEVENTY-THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$73,800.00); and

WHEREAS, FISD and City desire to enter into this First Amendment in order for the City to pursue the Project and for FISD and City to share the cost of the same from their current revenues;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.
2. Amendment. The Agreement is hereby amended to add new sections to be numbered and entitled Section 2.5 "Integrated Safety Response" and Section 2.6 "VPN Access," which sections shall read as follows:

- 2.5 INTEGRATED SAFETY RESPONSE. FISD and City agree that (i) City shall enter into a contract for the Project and shall pursue it through completion and (ii) FISD and City shall share the cost of the Project as follows:

FISD.....	\$25,000.00
City	\$48,800.00
Total.....	<u>\$73,800.00</u>

FISD's payment under this First Amendment for its portion of the cost of the Project as noted hereinabove shall be due within thirty (30) days of the effective date of this First Amendment. Late payments shall accrue

interest at the rate prescribed in Section 2251.025 of the Texas Government Code.

If the technology improvements included in the aforementioned cost of the Project fail to perform as intended, the City shall make a good faith effort to resolve such operational issue(s) with its contracted vendor. If the operational issues are not promptly resolved, in FISD's sole discretion, FISD shall be entitled to a prorated refund of payment for its portion of the cost of the Project.

2.6 VPN ACCESS. As part of the technology improvements, FISD will provide VPN access to its cameras. City shall ensure such VPN access is provided only to authorized personnel and shall immediately inform FISD if there is a security breach of its network connection. FISD does not guarantee that VPN access will be free from interference or interruption, and FISD shall not be liable in the event VPN access fails or is disrupted for any reason whatsoever. VPN access to FISD cameras is provided only for use in the event a safety response is required. Officers shall not utilize such VPN connection to access FISD cameras unless a safety response is required or unless otherwise requested by FISD.

3. Entire Agreement. The provisions of this First Amendment and the Agreement should be read together and construed as one agreement; provided that in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control. Except as specifically modified and amended herein, all of the terms contained in the Agreement remain in full force and effect.
4. Interpretation. This First Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this First Amendment.
5. Captions. Captions contained in the Agreement and First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this ____ day of _____, 2022, the date of execution by the City Manager.

CITY OF FRIENDSWOOD

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

MORAD KABIRI
City Manager

THAD ROHER
Superintendent of Schools

Date

Date

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: November 7, 2022

Date submitted: 10/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution adopting a Public Art/Display Policy.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This resolution establishes a review process for those wishing to install or donate public art to the City and to be displayed on City-owned or City-controlled property. The "Public Art/Display Policy" identifies the responsibilities of the artists and donating organizations as well as City Council/City Staff as the approving authority.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Public Art Policy
2. Exhibit A - Public Art and Display Policy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ESTABLISHING THE PUBLIC ART/DISPLAY POLICY; PROVIDING A REPEALING CLAUSE, CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the City Council of the City of Friendswood, Texas ("City Council") desires to create a great place to live; and

WHEREAS, the City Council desires to create an enhanced visual environment for City residents, commemorate the City's rich cultural diversity, integrate the work of artists into the development of the City's capital infrastructure improvements, and promote tourism and economic vitality in the City through the artistic design of public spaces; and

WHEREAS, the City Council desires to establish a program, policy, and procedures for managing this Public Art/Display Policy; and

WHEREAS, the City Council finds it appropriate to assign the responsibilities of providing recommendations on matters related to arts and culture consistent with this Public Art/Display Policy to the Keep Friendswood Beautiful Committee; NOW THEREFORE,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. That the City Council hereby adopts a public art/display policy for the City of Friendswood, which policy is attached as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That any resolution or any part of a resolution in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 4. That in the event any clause, phrase, provision, sentence or part of this resolution 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 resolution 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, or whether there be one or more parts.

Section 5. 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 November 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Exhibit "A"

PUBLIC ART/DISPLAY POLICY

ARTICLE I. IN GENERAL

1.1 Purpose.

This policy, including all sections now or hereafter amended, added, or altered, shall constitute, and be designated as the "Public Art/Display Policy," and may be so cited. The purpose of the Public Art/Display Policy is to create an enhanced visual environment for City residents and visitors, to commemorate the City's rich cultural diversity, to integrate the work of Artists into the development of the City's capital infrastructure improvements, and to promote tourism and economic vitality in the City through the artistic design of public spaces.

1.2 Definitions.

The following words, terms, and phrases, when used in this policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Any office referred to in this policy by title shall include the person employed or appointed to that position or his duly authorized deputy or representative. Terms, phrases, or words not expressly defined in this section are to be construed in accordance with the customary usage of such terms, phrases, or words. When necessary for a reasonable construction of this policy, words in the singular shall include the plural, words in the plural shall include the singular, and words used or defined in one tense or form shall include other tenses or derivative forms.

- (1) *Administrator* means the Director of Parks & Recreation, who shall oversee and administer this Public Art/Display Policy.
- (2) *Approving Authority* means the City Council when the expenditures for a project exceed \$49,999.99 and shall mean the City Manager when the expenditures for a project are \$49,999.99 or less.
- (3) *Artist* means a practitioner in the visual or performing arts, recognized by critics and peers as an individual with the ability to produce fine art.
- (4) *Artwork* means and includes:
 - (a) Paintings of all media, including traffic lights, frescoes and murals;
 - (b) Sculptures of any form and in any material or combination of materials, including statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;

- (c) Inscriptions, stained glass, fiber works, carvings, mosaics, photographs, videos, filmmaking, drawings, collages, ceramics, crafts, textile works, and prints;
 - (d) Artist-designed landscapes and earthworks, including the artistic placement of natural materials or other functional art objects; and
 - (e) Benches, trees, solar lights, playground equipment or park amenities.
- (5) *Art on Loan* means Artwork provided to the City to display for a predetermined period, which must be returned to the lender or owner after the loan period has expired.
 - (6) *City Manager* means the position of City Manager of the City of Friendswood, Texas.
 - (7) *Deaccessioning* means the removal of Artwork from the City's public art collection, including selling, auctioning, or trading of Artwork from the public art collection.
 - (8) *Donation* means art/display or monies donated to the City from a private individual, institution, or other outside source.
 - (9) *Public Art/Display* means any artistically designed feature that is a display, performance, or demonstration in or on City-owned or City-controlled property. Public Art/Display shall include a feature that enhances the aesthetics of a City structure, bridge, streetscape, or park.
 - (10) *Public Art Committee* or *Committee* shall mean the Keep Friendswood Beautiful Committee established in Chapter 2, Article II, Division 8 of the Friendswood City Code.

1.3 Applicability.

- (a) This policy applies to all Public Art/Displays constructed by, commissioned by, acquired by, loaned to, or donated to the City that are intended to be displayed, performed, or demonstrated in or on City-owned or City-controlled property for the purpose of public exhibition or use.
- (b) This policy does not apply to:
 - (1) Artwork mass produced or created primarily for media, merchandising, advertising, or commercial purposes;
 - (2) Artwork that are made by public or private school students as part of school curriculum or an approved extracurricular activity;

- (3) Performances held during the City's annual events if the performances are not the focus of the event;
- (4) Artwork covered by the Library Display and Exhibits Policy; or
- (5) Artwork that are otherwise recognized by the City Council in an ordinance or a resolution as being outside the scope of this policy.

1.4 Public Art Committee.

- (a) *Powers and duties.* The Public Art Committee shall advise and make recommendations to the appropriate Approving Authority, regarding Public Art/Displays and other matters of cultural significance. The Public Art Committee shall also promote and display the various cultures that reside in the City.
- (b) *Public Art Subcommittee.* The Public Art Committee may appoint a subcommittee that may include members of the community and other professionals of the arts community for projects, subject to the advice of the Administrator and the consent of the appropriate Approving Authority for the project. A Public Art Committee subcommittee may develop the concept and budget for a project and, if authorized by the Public Art Committee and the appropriate Approving Authority, may assist the Administrator in the implementation of this Public Art/Display Policy for such project.
- (c) *Public Art/Display Policy Master Plan.* The Public Art Committee shall approve a ten-year master plan of sites for arts in public places. The master plan shall identify current sites and future sites for arts in public places. The master plan shall include a list of pre-approved sites for the placement of Artwork. The Public Art Committee shall consider the availability of water, electricity, security, and any additional infrastructure that may be necessary to support a specific piece of art in its selection of sites.
- (d) *Guidelines.* The Public Art Committee, in consultation with the Administrator, shall develop guidelines for the implementation of this policy. The guidelines shall include methods to:
 - (1) determine whether a project is appropriate for the display of art;
 - (2) integrate art into a capital improvement project;
 - (3) identify suitable Artwork for a project;
 - (4) competitively select Artwork for display, performance or demonstration;
 - (5) select and commission Artists;
 - (6) encourage the preservation of cultural Artwork;

- (7) facilitate the preservation of Artwork and artifacts that may be displaced by a project;
- (8) deaccess Artwork; and
- (9) administer this policy.

ARTICLE II. FUNDING

2.1 Funding.

A public art fund may be established and may be achieved through, but is not limited to, any of the following means:

- (1) The City Council may appropriate funds to select, acquire, and display art for the purposes set forth in this policy.
- (2) For a construction project estimated to cost more than \$250,000, the City Council may specify by ordinance that a percentage not to exceed one percent of the cost of the construction project shall be used for fine arts projects at or near the site of the construction project, as described in V.T.C.A., Texas Government Code, §444.029, as amended. Such appropriations shall be a separate item in the construction project's budget. If the City Council determines that a construction project is inappropriate for a display of art, the council shall transfer the appropriated funds to the public art fund, if established.
- (3) The City Council may accept Artwork and monetary donations and gifts for the public art fund.
- (4) Contributions, appropriations, and donations shall be deposited into the public art fund and allocated for use at appropriate public sites. This does not authorize the transfer of funds from one project to another if a legal restriction on the use of such funds prohibits the transfer.

2.2 Donations and Art on Loan.

- (a) The City will consider donations of Artwork and gifts of money for deposit into the public art fund, if established, and Art on Loan based on the circumstances and criteria outlined in this section. The City will consider accepting a donation or gift of money for deposit into the public art fund, if established.
- (b) All donations, gifts, and Art on Loan, whether financial or artistic, may be accepted only after a recommendation by the Public Art Committee and approval by the City Council.
- (c) The Public Art Committee shall provide the City Council with a status update and recommendation on all accepted Artwork annually.

- (d) The City shall control the location, length of display, and arrangement of all exhibitions, and reserves the right to reject any part of an exhibition and all exhibitions or to change the manner of display of any exhibition.
- (e) The Public Art/Display Policy shall not be construed to require the City to accept any donation, whether financial or artistic.

2.3 Budget Estimates.

The Director of Administrative Services, who prepares a budget, authorization request, or appropriation request for a project, must:

- (1) consult with the Administrator and
- (2) indicate the funding source for the project.

ARTICLE III. PROJECTS

3.1 Public Arts Project Development Criteria.

In determining whether to recommend to the appropriate Approval Authority whether Artwork should be displayed, demonstrated, or performed, the Public Art Committee shall determine that the Artwork meets the following criteria:

- (1) Artwork shall be of the highest aesthetic and enduring value created by a qualified Artist, as determined by peers in the field, to execute the accepted design;
- (2) The relationship of Artwork and its site shall be considered in terms of integration of art and architecture with landscape, social dynamics, local character and surrounding suburban context;
- (3) Sites selected for arts in public places shall be sufficiently accessible to the viewing public; and
- (4) Artwork shall be designed with minimum maintenance requirements and maximum resistance to vandalism.

3.2 Project Review and Recommendation.

- (a) Except as provided herein, the Administrator shall review and may grant approval for projects or send such projects, along with the Administrator's recommendation, to the Public Art Committee for its recommendation regarding the Artwork, any appropriations for the Artwork, and placement of the Artwork. The Administrator shall not send proposed Artwork that requires extraordinary operation or maintenance expenses without providing a sustainable maintenance plan and a source for funding to the Public Art Committee for its consideration.

- (b) The Public Art Committee shall review the recommendation and proposed maintenance plan of the applicable subcommittee, if any, and make a recommendation to the appropriate Approving Authority.
- (c) The appropriate Approving Authority shall review and grant final authorization.

3.3 Project Implementation and Documentation.

- (a) Upon approval of the Public Art Committee's recommendation, the appropriate Approving Authority shall endeavor to contract with the Artist(s) for services or for the purchase and installation of a specific Artwork in a manner that is consistent with the City's purchasing policy. Public art project contracts shall require the Artist(s) to produce, deliver, and install a work of art for a guaranteed maximum cost and by a predetermined time. Depending on the nature of the project, performance by the Artist may be contractually insured through phased payment for work completed, professional liability coverage, or other insurance deemed appropriate by the Administrator. The Administrator shall work with the Artist to determine the appropriate budget for each project, which must be reviewed by the Public Art Committee and approved by the Approving Authority. The Artist may be asked to make a presentation where the work is to be sited.
- (b) Prior to the production of Artwork, the producing Artist must obtain approval from both the Administrator and the Public Art Committee for any modifications to a final design. In the case of an Artist, who has contracted with the City to produce specific Artwork, approval of the design prior to the signing of that contract shall be considered sufficient. If, however, the design changes substantially from that which was initially approved, the Artist must return to the Public Art Committee for subsequent review and recommendation to the appropriate Approving Authority. The Administrator shall have full authority to determine what constitutes a substantial change in a design. It shall be the primary responsibility of the Artist and the Administrator to collaborate on the design of the Artwork and its relationship with the site. The stage at which final approval of the design occurs will vary from project to project, and shall be specifically set out in the Artist's contractual agreement with the City of Friendswood.
- (c) All project consultants expressing interest in an eligible construction or renovation project shall be advised of the Public Art/Display Policy requirements and guidelines. The consultant selected and appropriate City representatives shall work closely with the Administrator in the development of the Artwork project and with the Committee in the selection of the Artist and Artwork. The consultant shall incorporate the requirements, including time of delivery and installation of the Artwork, if desired by the City, into the construction documents.
- (d) On-site activity in connection with the installation of Artwork shall be handled by the Artist, the Administrator, and the appropriate City representatives within the departments having jurisdiction over the site.

- (e) The Administrator shall function as a liaison between the Artist and the various City departments involved in the completion of each artwork project. In instances where construction matters cannot be resolved between the Artist and the Administrator, the City Manager shall have final authority.
- (f) The Administrator shall establish and maintain appropriate records on each project, which shall include the contract with the Artist, records of the Public Art Committee's actions, and, if applicable, any subcommittee's actions, interdepartmental agreements, all billings made in connection with the project, and all correspondence related to the project. In addition, the Administrator shall maintain records particular to the project to ensure adequate standards of documentation, registration, care, and installation of the Artwork.

ARTICLE IV. COMPLETED ARTWORK

4.1 Placement of Artwork.

- (a) Artwork donated to or purchased by the City may be located within the interior or the exterior of public spaces.
- (b) A donor of Artwork may suggest to the City locations for the placement of donated Artwork. The Public Art Committee will consider such suggestions, but is not required to recommend placement in a location recommended by a donor. The City is not required to locate art in a location recommended by the donor of such Artwork.

4.2 Identification of Artwork.

Signage must include relevant information such as the name or theme of the Artwork, the name of the Artist(s), the donor of the Artwork, if applicable, and the date the Artwork was created and dedicated. Signage may also include a brief description of the art and to which department the Artwork was presented. The signage should not distract from the Artwork.

4.3 Maintenance of Artwork.

- (a) Maintenance plans for the complete public art collection shall be implemented in accordance with the individual maintenance plan that was established at the time each piece of art was committed, accepted, or purchased. Nothing shall prevent the City from updating the plans as needed or outsourcing the implementation of the maintenance plan for some or all of the City's public art collection.
- (b) The Public Art Committee shall make an annual review of the City's art collection for the purposes of a maintenance needs assessment. The Public Art Committee shall communicate those needs to the Administrator and the Administrator shall notify the City Manager of those needs.

- (c) Once accepted, Artwork acquired through the Public Art/Display Policy becomes the property of the City of Friendswood and is held in trust by the user department. The expenses associated with the routine maintenance and operation of each Artwork shall be incurred by the user department and considered to be part of the routine maintenance of the facility. Routine maintenance of the facility shall be understood to include activities such as lawn service, trash removal from the site, and operational costs such as water, in the case of a fountain, and electricity. Maintenance of the Artwork, including periodic cleaning of Artwork and any substantive repair of the work, such as structural repair, shall be considered to be an expense of the related public art fund, if created. No maintenance or repair work shall be performed without the prior written consent of the Administrator. Additionally, unless the Artwork becomes a hazard or nuisance or is wholly or partially destroyed or defaced, in the opinion of the City Manager, the user department shall not move any Artwork from the site for which it was selected, nor remove it from display, without the prior written consent of the Administrator and in conformance with any restrictions for that Artwork of this policy.
- (d) So far as practical, in the event repair of the Artwork is required, the City may allow the creating Artist the opportunity to do that work for a reasonable fee, provided that the cost of the work is \$50,000 or less. The City may receive input from a panel of three visual art professionals, to be appointed by the Public Art Committee, with knowledge of curatorial concerns on disputes concerning what constitutes a reasonable fee. The Approving Authority's determination as to what constitutes a reasonable fee shall be final. If the Artist declines to perform the needed repairs for such a fee, the City may award a contract in accordance with the City's purchasing policies or may remove and/or dispose of the Artwork in accordance with this policy.

4.4 Deaccession of Artwork.

Site removal of art and permanent removal of art from the City's public art collection must undergo deaccessioning review and approval in accordance with the guidelines adopted by the Public Art Committee, Administrator, and the City Manager.

4.5 Removal and Disposal of Artwork.

After deaccessioning review of Artwork, the Administrator may consider any of the following courses of action to dispose of or remove Artwork:

- (a) Remove the Artwork from public display and place it in storage;
- (b) Relocate Artwork to another appropriate site;
- (c) Give the Artist the opportunity to buy back the work at its current appraised value, if allowed by agreement, and, if donated, return the work of art to the donor;

- (d) Seek bona-fide appraisal and advertise sale of the work, or sell through acceptable, sealed competitive bids;
- (e) Give the Artist the opportunity to recover the work of art at no cost to the City, if required by the agreement; or
- (f) Dispose of the work through City of Friendswood surplus property procedures.

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: November 7, 2022

Date submitted: 10/04/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment I" 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 the 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 first set for fiscal year 2022-2023.

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.

Ordinances 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

Recommend approval of the ordinance and exhibits covering Budget Amendment I 2022–2023.

ATTACHMENTS

1. Ordinance - Budget Amendment No. I
2. FY23 BA I Exhibit A 11-07-2022 v2
3. FY23 BA I Exhibit B 11-07-2022 v2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2022-19, PASSED AND APPROVED AUGUST 29, 2022, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2022-23, BY APPROVING "BUDGET AMENDMENT I" 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. 2022-23, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2022-23"; 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 2022-23; 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 2022-23," is hereby amended for municipal purposes as shown on "Budget Amendment I" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment I 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 said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and 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 November, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2022 – 2023
Budget Amendment I
November 7, 2022**

1. **Parks & Recreation Department – Donations for Memorial Bench in Stevenson Park, \$300.** Appropriate donations received from the Mallory and Stephens families. The donations will go towards the purchase of a dedicated park bench in Stevenson Park. Funds will be appropriated to the Parks Operations division's operating equipment budget.
2. **Forest Bend Detention Pond – Construction Pay Application #1, \$180,088.** Appropriate advanced funding for Jerdon Enterprise Pay Application #1 for the construction of the Forest Bend Detention Pond. The City applied for and was awarded a reimbursement grant through the 2017 Community Development Block Grant – Disaster Recovery with Harris County to engineer and construct offline detention in coordination with the Forest Bend Homeowners Association. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the grantor.
3. **Police Department -- Insurance Reimbursement, \$17,338.** Appropriate insurance reimbursement received from TML-IRP. Funding will be appropriated to the Police Department Patrol division's vehicle maintenance account for repairs made to the P416.
4. **Police Department – Software Implementation Change Order, \$73,800.** Appropriate funding for a change order to the contract with Integrated Computer Systems, Inc. for the implementation of new public safety software. The City of Friendswood and Friendswood ISD will add a mutually beneficial module to the software referenced as Integrated Safety Response. The funding source will be unassigned general fund balance for the additional cost; of which, \$25,000 will be reimbursed by Fisd. Also, if received, any prorated refund associated with cancelation of the City's existing Police Department software maintenance contract will reimburse fund balance for a portion of the change order expense.

[illegible]

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: November 7, 2022

Date submitted: 10/13/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider an ordinance on the second reading repealing Chapter 2 "Administration," Article II "Boards, Committees and Commissions"; Chapter 10 "Animals," Article VII "Animal Shelter Advisory Committee"; and Chapter 46 "Library," Article II "Friendswood Public Library," Section 46-19 "Board of Trustees" of the Friendswood City Code; amending Chapter 14 "Buildings and Building Regulations," Article I "In General," Section 14-3 "Construction board of adjustment and appeals"; Article II "Building Code," Section 14-24 "Amendments to International Building Code"; "Article III "Electrical Code," Division 2 "Appeals," Section 14-93 "Appeal of decisions by the building official or inspector"; Article IV "Plumbing Code," Section 14-253 "Amendments"; Article V "Mechanical Code," Section 14-275 "Amendments"; Article VI "International Fuel Gas Code," Section 14-300 "Amendments"; and Article X "Residential Code" Section 14-389 "International Residential Code for One-and Two-Family Dwellings adopted," Subsection (b) of the Friendswood City Code; and amending Chapter 2 "Administration" of the Friendswood City Code to add a new article to be numbered and entitled Article II "Boards, Committees, and Commissions" to codify all of the City's boards, committees, and commissions and update the references to such boards, committees and commissions.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of a proposed ordinance that codifies all of the city's boards, committees, and commissions. The following chart summarizes the changes:

REPEALS	
Chapter/Article/Section	Description
Chapter 2, Art II	The Planning and Zoning Commission is being recodified in Chapter 2, Article II, Division 10.
Chapter 10, Art. VI	The Animal Shelter Advisory Committee is being recodified in Chapter 2, Article II, Division 2.
Chapter 46, Art. II, §46-19	The Library Board of Trustees is being recodified in Chapter 2, Article II, Division 9.
AMENDS	
Chapter/Article/Section	Description
Chapter 14, art. I, §14-3	This section is being amended to remove the creation, composition, etc., of the Construction Board of Adjustment and Appeals ("CBOAA"), which is being recodified in Chapter 2, Article II, Division 5.
Chapter 14, art. II, §14-24	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Building Code to the CBOAA.

Chapter 14, art. III, Div. 2, §14-93	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Electrical Code to the CBOAA.
Chapter 14, art. IV, §14-275	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Plumbing Code to the CBOAA.
Chapter 14, art. VI, §14-300	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Fuel Gas Code to the CBOAA.
Chapter 14, art. X, §14-389	This section is being amended to remove the reference to the obsolete section regarding the creation of CBOAA and instead references the process necessary to perfect an appeal regarding the Residential Code to the CBOAA.
Chapter 2, art. II, Div. 1	This division includes items applicable to all boards, committees, and commissions, unless specifically stated otherwise elsewhere, including: • Attendance • Service term, term limits, vacancies • Rules of procedure, quorum, staff support • Limitation of authority
Chapter 2, art. II, Div. 2	This division pertains to the Animal Shelter Advisory Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 3	This division pertains to the Charter Review Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 4	This division pertains to the Community and Economic Development Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 5	This division pertains to the Construction Board of Adjustment and Appeals, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 6	This division pertains to the Fourth of July Steering Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 7	This division pertains to the Investments Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 8	This division pertains to the Keep Friendswood Beautiful Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 9	This division pertains to the Library Board, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 10	This division pertains to the Planning and Zoning Commission, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 11	This division pertains to the Senior Citizen Advisory Committee, namely its creation, membership, meetings, and duties.
Chapter 2, art. II, Div. 11	This division pertains to the Zoning Board of Adjustment, namely its creation, membership, meetings, and duties.

The first reading of this ordinance was passed by the City Council at the October 3, 2022, Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Boards and Commissions

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS"; CHAPTER 10 "ANIMALS," ARTICLE VII "ANIMAL SHELTER ADVISORY COMMITTEE"; AND CHAPTER 46 "LIBRARY," ARTICLE II "FRIENDSWOOD PUBLIC LIBRARY," SECTION 46-19 "BOARD OF TRUSTEES" OF THE FRIENDSWOOD CITY CODE; AMENDING CHAPTER 14 "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I "IN GENERAL," SECTION 14-3 "CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS"; ARTICLE II "BUILDING CODE," SECTION 14-24 "AMENDMENTS TO INTERNATIONAL BUILDING CODE"; "ARTICLE III "ELECTRICAL CODE," DIVISION 2 "APPEALS," SECTION 14-93 "APPEAL OF DECISIONS BY THE BUILDING OFFICIAL OR INSPECTOR"; ARTICLE IV "PLUMBING CODE," SECTION 14-253 "AMENDMENTS"; ARTICLE V "MECHANICAL CODE," SECTION 14-275 "AMENDMENTS"; ARTICLE VI "INTERNATIONAL FUEL GAS CODE," SECTION 14-300 "AMENDMENTS"; ARTICLE X "RESIDENTIAL CODE" SECTION 14-389 "INTERNATIONAL RESIDENTIAL CODE FOR ONE-AND TWO-FAMILY DWELLINGS ADOPTED," SUBSECTION (B) OF THE FRIENDSWOOD CITY CODE; AND AMENDING CHAPTER 2 "ADMINISTRATION" OF THE FRIENDSWOOD CITY CODE TO ADD A NEW ARTICLE TO BE NUMBERED AND ENTITLED ARTICLE II "BOARDS, COMMITTEES, AND COMMISSIONS" IN ORDER TO CODIFY ALL OF THE CITY'S BOARDS, COMMITTEES, AND COMMISSIONS AND UPDATE THE REFERENCES TO SUCH BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); 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 Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code is hereby repealed in its entirety.

Section 2. That Chapter 10 "Animals," Article VII "Animal Shelter Advisory Committee" of the Friendswood City Code is hereby repealed in its entirety.

Section 3. That Chapter 14 "Buildings and Building Regulations," Article I "In General," Section 14-3 "Construction board of adjustment and appeals" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL

Sec. 14-3. Appeals.

- (a) All appeals to and requests for variances from the construction board of adjustment and appeals shall be perfected by a request in writing to the building official for a hearing, in which the following information shall be contained:
 - (1) Name, address, and primary e-mail address of the person making the appeal;
 - (2) Facts surrounding the particular ruling or refusal to make a ruling;
 - (3) The ruling, if any, of the building official or inspector; and
 - (4) Reasons why such ruling should be set aside, or if a ruling was refused, why such ruling should be made.

Appeals must be perfected within thirty (30) days after the decision of the chief building official.

- (b) An application for appeal shall be based on a claim that the true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the code do not fully apply or an equally good or better form of construction is proposed.
- (c) The building official shall take prompt action in accordance with the decision of the construction board of adjustment and appeals.
- (d) During the pendency of any appeal to the construction board of adjustment and appeals, the ruling of the building official shall be in full force and effect.

Section 4. That Chapter 14 "Buildings and Building Regulations," Article II " Building Code," Section 14-24 "Amendments to International Building Code" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. BUILDING CODE

Sec. 14-24. Amendments to International Building Code.

The 2018 Edition of the International Building Code, as adopted in section 14-23, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

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

Section 109.2. Section 109.2 is hereby amended to add the following sentence:

The fee schedule shall be set by resolution and printed in Appendix D of this code.

Section 108.1. Section 108.1 is hereby added to read as follows:

108.1. *Plan checking fees.* When a plan is required to be submitted by section 106, a plan-checking fee shall be paid to the building official at the time of permit issuance; provided, however, that if a permit is not issued for the project within 90 days of completion of the plan review, the plan review fees will become due and payable at that time. Said plan-checking fee shall be equal to one-half of the building permit fee.

Section 111.1. Section 111.1 is hereby amended by adding a new last sentence to read as follows:

111.1. For the purpose of this section, the moving of furniture or other personal property items into a property prior to issuance of a certificate of occupancy shall constitute the occupancy or use of the property.

Section 113. Board of Appeals. The following section 113 is hereby adopted to read as follows:

113. *Board of Appeals.* Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals in accordance with section 14-3 of this code.

Section 5. That Chapter 14 "Buildings and Building Regulations," Article III "Electrical Code," Division 2 "Appeals," Section 14-93 "Appeal of decisions by the building official or inspector" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE III. ELECTRICAL CODE

DIVISION 2. APPEALS

Sec. 14-93. Appeal of decisions by the building official or inspector.

Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal in accordance with section 14-3 of this code to the construction board of adjustment and appeals for its review.

Section 6. That Chapter 14 "Buildings and Building Regulations," Article IV "Plumbing Code," Section 14-253 "Amendments" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE IV. PLUMBING CODE

Sec. 14-253. Amendments.

The 2018 Edition of the International Plumbing Code, as adopted in section 14-252, is hereby amended as follows:

Section 101.1 is hereby amended to read as follows:

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

Section 106.6.2 is hereby amended to read as follows:

106.6.2 *Fee schedule*. The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D to the Code of Ordinances.

Section 106.6.3 is hereby amended to read as follows:

106.6.3. *Fee refunds*. The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109 is hereby amended to read as follows:

109. *Means of Appeal*. Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals in accordance with section 14-3 of this code.

Section 305.4.1 is hereby amended to read as follows:

305.4.1. *Sewer depth*. Building sewers, which connect to private sewage disposal systems, shall be a minimum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches below grade.

Section 608.17.5 is hereby amended to read as follows:

- A. Irrigation systems shall be installed in accordance with this section and other applicable rules and regulations of the city.
- B. Irrigation system design drawings shall be prepared by a master plumber whose license number shall appear on the drawings, or by a state professional engineer, a licensed irrigation installer, or a licensed landscape architect. The latter three professionals shall seal, sign and date their drawings.
- C. It shall be unlawful for any person for hire to install all or any part of an irrigation system within the city unless that person holds a master plumber license issued by the Texas State Board of Plumbing Examiners or a valid installer's license issued

by the Texas Commission on Environmental Quality ("TCEQ"), in accordance with V.T.C.A., Occupations Code § 1903.251.

- D. The owner of the property on which an irrigation system is to be installed may install all of the irrigation system with the exception of the connection to the potable water source, the water meter, and the required backflow prevention device, each of which must be installed and appropriately connected by a qualified person as noted in subsection C of this section.
- E. It shall be unlawful for any person to install all or any portion of an irrigation system without having first received a permit therefor from the city. An irrigation installation permit for the installation of the connection to the potable water source, the water meter and the required backflow prevention device shall not be issued to any person who is not a qualified person as noted in subsection C of this section.
- F. The city shall have no obligation to maintain or protect, or to repair or replace, all or any part of an irrigation system, existing or future, that is located within a public right-of-way or easement, that is damaged or destroyed, or required to be removed, incident to or as a result of roadway and/or utility or drainage construction, maintenance, or operation.
- G. Exemptions to the above permit requirements are:
 - (1) Systems associated with on-site sewage disposal systems;
 - (2) Irrigation systems used on or by an agriculture operation; or
 - (3) Irrigation systems connected to a groundwater well used for domestic purposes.

Section 904.1 is hereby amended to read as follows:

904.1. *Roof extension.* All open vent pipes that extend through a roof shall be terminated at least six inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven feet (2,134 mm) above the roof.

Section 7. That Chapter 14 "Buildings and Building Regulations," Article V "Mechanical Code," Section 14-275 "Amendments" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE V. MECHANICAL CODE

Sec. 14-275. Amendments.

The 2018 Edition of the International Mechanical Code, as adopted in section 14-274, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

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

Section 106.5.2. Section 106.5.2 is hereby amended to read as follows:

106.5.2 *Fee schedule*. The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D of this code.

Section 106.5.3. Section 106.5.3 is hereby amended to read as follows:

106.5.3. *Fee refunds*. The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109. Means of Appeal is hereby amended to read as follows:

109. *Means of Appeal*. Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the construction board of adjustment and appeals in accordance with section 14-3 of this code.

Section 8. That Chapter 14 "Buildings and Building Regulations," Article VI "International Fuel Gas Code," Section 14-300 "Amendments" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE VI. INTERNATIONAL FUEL GAS CODE

Sec. 14-300. Amendments.

The 2018 Edition of the International Fuel Gas Code, as adopted in section 14-299, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

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

Section 106.6.2. Section 106.6.2 is hereby amended to read as follows:

106.6.2 *Fee schedule*. The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D of this code.

Section 106.6.3. Section 106.6.3 is hereby amended to read as follows:

106.6.3 *Fee refunds*. The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109. Means of Appeal is hereby amended to read as follows:

109. *Means of Appeal.* Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the construction board of adjustment and appeals in accordance with section 14-3.

Section 9. That Chapter 14 "Buildings and Building Regulations," Article X " Residential Code" Section 14-389 "International Residential Code for One-and Two-Family Dwellings adopted," Subsection (b) of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS

ARTICLE X. RESIDENTIAL CODE

Sec. 14-389. International Residential Code for One- and Two-Family Dwellings adopted.

- (b) The 2018 Edition of the International Residential Code for One- and Two-Family Dwellings is hereby amended as follows:

Section R101.1 is hereby amended to read as follows:

R101.1 *Title.* These regulations shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section R112 is hereby amended to read as follows:

Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals as established in Section 14-3 of this code.

Section 401.2. The following section 401.2 is hereby added to read as follows:

401.2. All foundations are to be designed by a registered professional engineer. All plans must be submitted with original wet seal stamps applied. Foundation construction shall be capable of accommodating all loads according to section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed, and tested in accordance with accepted engineering practice. Gravel fill used as footings for wood and precast concrete foundations shall comply with section R403.

Section 2904 is hereby amended to read as follows:

P2904. Dwelling unit fire sprinkler systems. The requirements of section P2904 are hereby deleted, except that any voluntary installation of a dwelling unit fire sprinkler system shall comply with NFPA 13 D.

Section E3601.6.2 of the International Residential Code is hereby deleted and replaced with the following:

E3601.6.2. *Service disconnect location.* The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

Section 10. That Chapter 46 "Library," Article II "Friendswood Public Library," Section 46-19 "Board of Trustees" of the Friendswood City Code is hereby repealed in its entirety.

Section 11. That Chapter 2 "Administration" of the Friendswood City Code is hereby amended by adding an article to be numbered and entitled Article II "Boards, Committees, and Commissions," which article reads as follows:

ARTICLE II. BOARDS, COMMITTEE'S, AND COMMISSIONS

DIVISION 1. GENERALLY

Sec. 2-21. Definitions.

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

Advisory board shall mean and include a board, commission, committee, or task force established by the city, which is advisory in nature and treated as such, including the following:

- (1) Animal Shelter Advisory Committee,
- (2) Community and Economic Development Committee,
- (3) Fourth of July Steering Committee,
- (4) Investment Committee,
- (5) Keep Friendswood Beautiful (KFB),
- (6) Library Board, and
- (7) Senior Citizens Advisory Committee.

Board shall mean and include either an advisory board or a non-advisory board.

Excessive absences shall mean the following:

- (1) For members of an advisory board, three consecutive unexcused absences or absent more than 50 percent of the meetings in a six-month period; and

- (2) For members of non-advisory boards, three consecutive unexcused absences or absent more than 20 percent of the meetings in a six-month period.

Excused absence means the non-attendance of a member at a board meeting, which has been approved by the chair of the board, including absences excused due to illness, business commitments, unexpected emergency, and death of family members.

Member shall mean a person appointed to a board by the city council or city manager and shall include a person appointed as an alternate member.

Non-advisory board shall mean and include a board, commission, committee, or task force established by the city, which has rulemaking or quasi-judicial power or whose decisions are typically "rubber stamped" by the city council, including the following:

- (1) Charter Review Committee
- (2) Construction Board of Adjustment and Appeals
- (3) Planning and Zoning Commission
- (4) Zoning Board of Adjustment

Unexcused absence means as absence which does not constitute an excused absence.

Sec. 2-22. Attendance.

- (a) *Attendance requirements.* There is an expectation that a member of a board will arrange the member's schedule to make most, if not all, of the scheduled board meetings. In the event that a member has a recurring conflict, the member may resign at any time. If a member of a board has excessive absences, the member may be removed by the city council in accordance with this code and other applicable law.
- (b) *Attendance records.* The staff liaison for each board shall be required to keep attendance records and to submit monthly reports to the city secretary setting forth both the excused and unexcused absences of each member of the board; provided, however, if a board does not meet each month, attendance reports shall be submitted within thirty (30) days after each meeting. The city secretary will notify the mayor of any member having a record of excessive absences.

Sec. 2-23. Service; terms; term limits, vacancies.

- (a) *Service.* All members of any board shall serve without compensation at the pleasure of the city council unless otherwise specified in this code or required by law.
- (b) *Terms.* Unless otherwise required by law or specified in this code,
 - (1) advisory board members shall be appointed to three-year terms, and
 - (2) non-advisory board members shall be appointed to two-year terms.

- (c) *Term limits.* No member of any board shall be appointed to serve on any one board for more than four (4) three-year terms or six (6) two-year terms, unless:
 - (1) the City Council, by a vote of at least four (4) members, waives such limitation or
 - (2) the member is an employee of the city and serves in his/her capacity as a city employee.
- (d) *Vacancies.* If a vacancy of a non-ex-officio position occurs in any board, such vacancies shall be filled in the same manner as the original appointments, except such term shall only be for the remainder of the unexpired term. Vacancies of ex-officio positions may be filled in the same manner if desired by the city council.

Sec. 2-23. Procedure and administration.

- (a) *Rules of procedure.* All boards shall adopt rules and procedures for the conduct of business and matters that may come before it. Such rules and procedures shall be substantially similar to the rules and procedures adopted by the city council and shall comply with the charter and all applicable laws. Boards shall elect a chair and vice-chair from their membership for one-year terms commencing on July 1 or November 1 based upon the board's appointment schedule.
- (b) *Quorum.* A quorum shall consist of a majority of the entire membership of the board and, unless otherwise provided by this code or by applicable law, any issue to be voted on shall be resolved by a majority of the members of the board.
- (c) *Support.* Department heads shall be available to the boards for advice and consultation, and they shall cooperate with and render such services for the boards as shall come within their scope of the duties.

Sec. 2-24. Limitation on authority.

Unless otherwise specified in this code or required by law, no board shall have the power to obligate the city in any manner whatsoever without the prior approval of the city council or city manager. Additionally, no board shall commit to the terms of any grant unless it has obtained the prior approval of the city council or city manager.

DIVISION 2. ANIMAL SHELTER ADVISORY COMMITTEE

Sec. 2-31. – Created; membership.

- (a) *Created.* The animal shelter advisory committee is an advisory committee created pursuant to V.T.C.A., Health and Safety Code ch. 823 in order to assist the city in complying with the requirements of such chapter.
- (b) *Membership.* The animal shelter advisory committee shall be composed of five members, who are (i) residents of the city, (ii) business owners that pay ad valorem taxes to the city, or (iii) officers or employees of a business entity that pays ad valorem taxes to the city and are appointed by the city council for staggered three-year terms commencing on July 1. The membership shall include one (1) licensed veterinarian, one (1) municipal official, one (1) person whose duties

include the daily operation of an animal shelter, one (1) representative from an animal welfare organization, and one (1) interested citizen.

Sec. 2-32. Meetings.

The animal shelter advisory committee shall meet at least three (3) times annually and by March 1 of each year produce an annual report to the city council for review. Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-33. Powers and duties.

The animal shelter advisory committee shall have the following powers and duties:

- (1) To assist the city in complying with the requirements of V.T.C.A., Health and Safety Code, ch. 823; and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 3. CHARTER REVIEW COMMITTEE

Sec. 2-36. Created; membership.

- (a) *Created.* The charter review committee, also known as the charter review commission, is an advisory committee created pursuant to Section 11.09 of the city charter.
- (b) *Membership.* The charter review committee shall be composed of seven citizens of the city appointed by the mayor, subject to confirmation by a vote of at least four (4) members of the city council at its first meeting in July of every fifth year after 2011, and at other times as deemed advisable by the city council. Members shall hold office for a term of six (6) months.

Sec. 2-37. Meetings.

Meetings shall be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-38. Powers and duties.

The charter review committee shall have the following powers and duties:

- (1) To perform the duties specified in the charter and
- (2) To perform other duties that may be delegated to it by the city council.

DIVISION 4. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

2-41. Created; membership.

- (a) *Created.* The community and economic development committee is an advisory committee created by the city council on February 15, 1993.
- (b) *Membership.* The community and economic development committee shall be composed of seven (7) members, who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four (4) members of the city council for staggered three-year terms commencing on July 1.

2-42. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

2-43. Powers and duties.

The community and economic development committee shall have the following powers and duties:

- (1) To provide recommendations to the city council to encourage commercial and industrial developments which are compatible with the image of the city;
- (2) To provide recommendations to the city council regarding codes, ordinances, policies, and procedures that assist economic development in the city;
- (3) To conduct surveys of citizens and businesses to gain understanding of various economic development matters, which are compatible with the city's interest, needs, and image; and
- (4) To perform other duties as may be delegated to it by the city council.

DIVISION 5. CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Sec. 2-46. Created; membership.

- (a) *Created.* The construction board of adjustment and appeals is a non-advisory committee created pursuant to chapters 14 and 30 of this code and the codes adopted therein.
- (b) *Membership.* The construction board of adjustment and appeals shall consist of seven (7) residents of the city appointed by at least four (4) members of the city council for two-year terms commencing on July 1. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, building industry representatives, fire protection engineering professionals, industrial safety professionals, and licensed electrical contractors. The city council may appoint alternate board members to serve in the absence of one or more regular members when requested to do so by the mayor or city manager. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

Sec. 2-47. Meetings.

Meetings shall be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-48. Powers and duties.

- (a) *Authority.* The construction board of adjustment and appeals shall have the following powers and duties:
- (1) To hear and decide appeals of decisions and interpretations of the building official pursuant to chapter 14;
 - (2) To hear and decide appeals of decisions and interpretations of the fire marshal pursuant to chapter 30;
 - (3) To consider variances to the technical codes, including, but not limited to, the following:
 - a. The International Building Code adopted in section 14-24 of this code,
 - b. The National Electrical Code adopted in section 14-62 of this code,
 - c. The International Plumbing Code adopted in section 14-252 of this code,
 - d. The International Mechanical Code adopted in section 14-274 of this code,
 - e. The International Fuel Gas Code adopted in section 14-299 of this code, and
 - f. The International Residential Code for One- and Two-Family Dwellings adopted in section 14-389 of this code;
 - (4) To hear and render judgments on requests for variances from article II, chapter 34 of this code;
 - (5) To hear and decide appeals of decisions of the fire marshal under the life safety code pursuant to section 30-119 of this code;
 - (6) To hear and render judgment on appeals and requests for variances concerning the city's flood damage prevention regulations pursuant to section 34-34 of this code; and
 - (7) To perform other duties as may be delegated to it by the city council.
- (b) *Limitation.* In addition to limitations found elsewhere in this code, the board shall not have the authority to waive requirements of this code or any code adopted herein.

DIVISION 6. FOURTH OF JULY STEERING COMMITTEE

Sec. 2-51. Created; membership.

- (a) *Created.* The Fourth of July steering committee is an advisory committee created by the city council on December 19, 1983.
- (b) *Membership.* The Fourth of July steering committee shall be composed of fifteen (15) members, who are (i) residents of the city, (ii) business owners that pay ad valorem taxes to the city, or (iii) members of the committee on October 3, 2022, and are appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-52. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-53. Powers and duties.

The Fourth of July steering committee shall have the following powers and duties:

- (1) To assist staff in organizing, planning, coordinating, and overseeing the annual Fourth of July activities of the city; and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 7. INVESTMENT COMMITTEE

Sec. 2-56. Created; membership.

- (a) *Created.* The investment committee is an advisory committee created by the city council on January 2, 1997.
- (b) *Membership.* The investment committee shall be composed of three (3) members, who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-57. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-58. Powers and duties.

The investment committee shall have the following powers and duties:

- (1) To review the investment practices of staff and ensure that such practices are in accordance with the city's investment policy; and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 8. KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE

Sec. 2-61. Created; membership.

- (a) *Created.* The Keep Friendswood Beautiful Committee is an advisory committee created by the city council on January 25, 2010. The committee was formerly the civic beautification committee and the community appearance committee.
- (b) *Membership.* The Keep Friendswood Beautiful Committee shall be composed of fifteen (15) members, who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-62. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-63. Powers and duties.

The Keep Friendswood Beautiful Committee shall have the following powers and duties:

- (1) To engage in activities to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image;
- (2) To direct and coordinate management and planning of beautification projects and education of the community;
- (3) To recommend budget and project priorities to city council;
- (4) To seek grants for funding opportunities subject to prior approval of the city council or city manager in accordance with section 2-24;
- (5) To suggest ways to conserve and protect natural resources;
- (6) To serve as the advisory committee to the city's storm water management plan;
- (7) To make recommendations to the City Council concerning fees in lieu of land dedication in order to obtain compliance with section XIII of appendix B of this code;
- (8) To serve as the public art committee to assist in the administration of the city's public art/display policy; and

- (9) perform other duties as may be delegated to it by the city council.

DIVISION 9. LIBRARY BOARD

Sec. 2-66. Created; membership.

- (a) *Created.* The library board is an advisory committee created by the city council.
- (b) *Membership.* The library board shall be composed of nine (9) members, who are qualified voters and residents of the city and appointed by at least four (4) members of the city council for staggered three-year terms commencing on July 1.

Sec. 2-67. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-68. Powers and duties.

The library board shall have the following powers and duties:

- (1) To provide recommendations regarding the policies and operations of the public library;
- (2) To assist staff in establishing general library policy for the orderly use of the library facilities for approval of the city manager; and
- (3) To perform other duties as may be delegated to it by the city council.

DIVISION 10. PLANNING AND ZONING COMMISSION

Sec. 2-71. Created; membership.

- (a) *Created.* The planning and zoning commission is a non-advisory committee created by the city council.
- (b) *Membership.* The planning and zoning commission shall be composed of seven (7) members. Such members shall be resident citizens and qualified voters of the city, all of whom shall be appointed by the mayor, subject to confirmation by a majority vote of the city council for staggered two-year terms commencing on July 1.

Sec. 2-72. Meetings.

Meetings shall be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-73. - Powers and duties.

The planning and zoning commission shall have the following powers and duties:

- (1) To perform the duties imposed upon the planning and zoning commission by appendix B of this code as well as V.T.C.A., Local Government Code, ch. 212;
- (2) To perform the duties imposed upon the zoning commission by appendix C of this Code as well as upon the zoning commission by V.T.C.A., Local Government Code, ch. 211;
- (3) To hear and render decisions on appeals concerning (i) a license revocation or suspension, (ii) any order for utility disconnection or (iii) any decision, order, or action taken by the building official pursuant to section 50-163 of this code;
- (4) To hear and render decisions on the need for sidewalks pursuant to section 70-64 of this code;
- (5) To perform all duties and functions as conferred on a capital improvements advisory committee by V.T.C.A., Local Government Code, ch. 395;
- (6) To review and monitor the implementation of the city's comprehensive plan and all amendments thereto and make recommendations concerning the same to the city council pursuant to V.T.C.A., Local Government Code §213.003;
- (7) To monitor the implementation of the city's comprehensive plan and to make reports to the city council as to the status of efforts to implement the comprehensive plan; and
- (8) To perform other duties as may be delegated to it by the city council.

DIVISION 11. SENIOR CITIZENS ADVISORY COMMITTEE

Sec. 2-76. Created; membership.

- (a) *Created.* The Senior Citizens Advisory Committee is an advisory committee created by the city council on November 9, 1992.
- (b) *Membership.* The senior citizens advisory committee shall be composed of nine (9) members, who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four (4) members of the city council for staggered three-year terms commencing on November 1.

Sec. 2-77. Meetings.

Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551, and minutes shall be treated as public records.

Sec. 2-78. Powers and duties.

The senior citizens advisory committee shall have the following powers and duties:

- (1) To recommends programming for the senior citizen program and
- (2) To perform other duties as may be delegated to it by the city council.

DIVISION 12. ZONING BOARD OF ADJUSTMENT

Sec. 2-81. Created; membership.

- (a) *Created.* The zoning board of adjustment is a non-advisory committee created by the city council pursuant to V.T.C.A., Local Government Code, ch. 211 and other laws and regulations.
- (b) *Membership.* The zoning board of adjustment shall be composed of five (5) members, who shall be residents of the city. Members will be appointed by at least four (4) members of the city council for two (2) year terms commencing on July 1. The city council may remove a board member for cause on a written charge after a public hearing. The city council shall appoint four (4) alternate board members to serve in the absence of one or more regular members when requested to do so by the mayor or city manager. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member.

Sec. 2-82. Meetings; vote required.

- (a) *Meetings.* Meetings may be conducted in compliance with the V.T.C.A., Government Code, ch. 551. Minutes of its meetings shall kept in accordance with V.T.C.A., Local Government Code §211.008(f) and shall be treated as public records. The zoning board of adjustment shall adopt rules in accordance with this article and appendix C of this code with the approval of the city council.
- (b) *Vote required.* The concurring vote of four members of the board shall be necessary to reverse any order, requirements, decision, or determination of an administrative official, decide in favor of an applicant on a matter on which the board is required to pass under a zoning ordinance.

Sec. 2-83. Powers and duties.

The zoning board of adjustment shall have the following powers and duties:

- (1) To perform the duties imposed upon the board of adjustment specified in appendix C of this Code and required by V.T.C.A., Local Government Code, ch. 211;
- (2) To serve as the building standards commission pursuant to article VII, chapter 14 of this code and V.T.C.A., Local Government Code, ch. 54, subch. C;
- (3) To serve as the fire and life safety code board of adjustment and appeals pursuant to the fire code adopted in section 30-84 of this code;
- (4) To hear and render judgment on requests for variances concerning the city's sign code pursuant to section 28 of Appendix A of this code; and
- (5) To perform other duties as may be delegated to it by the city council.

Section 12. 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 FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each day of violation shall constitute a separate offense.

Section 13. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 14. 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 15. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 16. 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 by the affirmative vote of the City Council this 3rd day of October, 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 by the affirmative vote of the City Council this 7th day of November, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

H:\City Council\Ordinances\2022\10-03-2022\Ordinance - Boards and Commissions Clean.docx

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: November 7, 2022

Date submitted: 10/13/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Thomas McDonald, (ii) Nancy Sims, (iii) Anthony Scarpa, (iv) Rufino Ramirez, (v) Kathy Molinaro, (vi) Larry Sims, (vii) Michelle Bjacek, (viii) Christine Scarpa, (ix) Stephanie Karacostas, and (x) Stacy Scarpa to the Fourth of July Steering Committee for a three-year term beginning immediately and ending on October 31, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fourth of July Steering Committee (the "Committee") is a fifteen member board, who are (i) residents of the city, (ii) business owners that pay ad valorem taxes to the city, or (iii) members of the committee on October 4, 2022, appointed by at least four members of the city council for staggered three-year terms commencing November 1st. The Committee is responsible for assisting staff with organizing, planning, coordinating, and overseeing the annual Fourth of July activities of the city, and performing other duties as may be delegated to it by the city council.

This item allows the Council to reappoint the following members for another three-year term:

- (i) Thomas McDonald,
- (ii) Nancy Sims,
- (iii) Anthony Scarpa,
- (iv) Rufino Ramirez,
- (v) Kathy Molinaro,
- (vi) Larry Sims,
- (vii) Michelle Bjacek,
- (viii) Christine Scarpa,
- (ix) Stephanie Karacostas, and
- (x) Stacy Scarpa.

The members have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2.23(b) of the Friendswood City Code. This term is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Bjacek, Michelle Volunteer Application_Redacted
2. Karacostas, Stefanie Volunteer Application_Redacted
3. McDonald, Thomas Volunteer Application_Redacted
4. Molinaro, Kathy - Volunteer Application_Redacted
5. Ramirez, Rufino Volunteer Application_Redacted
6. Scarpa, Anthony Volunteer Application_Redacted
7. Scarpa, Christine Volunteer Application_Redacted
8. Scarpa, Stacy Volunteer Application_Redacted
9. Sims, Nancy Volunteer Application_Redacted
10. Sims, Larry Volunteer Application_Redacted



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Michelle Byrcek HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: teacher aide - Alvin ISD

SPECIAL INTERESTS AND TALENTS: _____

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

 ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

☒ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

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

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

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

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

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

Michelly Braeck

Signature of Applicant

Oct 23, 2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

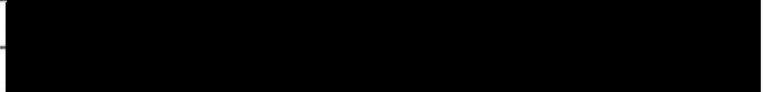
4th of July Steering Committee

Aug 2006 - present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Rena Rives

ADDRESS: 

PHONE: 

NAME: Tommy McDonald

ADDRESS: 

PHONE: 



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Stefanie Karacostas

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Branch Manager

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: 4th of July Steering Committee

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

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

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

Please list any civic or community endeavors in which you have been involved: 4th of July
volunteer, steering committee

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

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

Stephanie Karacostas

Signature of Applicant

9-24-2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

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

Name of Board, Committee or Commission:

Dates of Service:

4th of July Steering Committee

2007-2014, 2017-present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Tony Scampa

ADDRESS: _____

PHONE: _____

NAME: Chris Scampa

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Thomas J McDonald

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Engineering Technician / Fire Fighter Safety officer

SPECIAL INTERESTS AND TALENTS: Photographer

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

☒	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☐	SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

☐	LIBRARY BOARD
☐	LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

[illegible]

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 49 YEARS

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

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

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

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

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

Signature of Applicant

09-24-019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: *Kathy Molinaro*

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]
PHONE: [REDACTED]

WORK [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]
PHONE: [REDACTED]

CELL [REDACTED]

OCCUPATION: *Psychotherapist*

SPECIAL INTERESTS AND TALENTS:

Are you currently serving as a member of any Friendswood governmental body? *yes - 4th of July Steering Committee*

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

RECREATION

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

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

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

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

Galveston County CISM team

Several years on the 4th of July Steering Committee

10 yr volunteer for Houston Zoo

Volunteer lead for Lunch w/ an Astronaut at Space Center Houston

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

4th of July Steering Committee

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

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

Signature of Applicant



Date 3/19/2020

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: *Barb Blanchard*

ADDRESS:

PHONE:

NAME: *Mike Foreman*

ADDRESS:

PHONE:

Page 1 of 4

Revised 11/04/19 mkw



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Rufino Ramirez

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Aircraft mechanic

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: 4th of July Steering Committee

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

1 ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

☒ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 0 YEARS

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

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

Volunteer with Southwest Airlines Community Outreach with Ronald McDonald House, Shriners Hospital and other local organizations.

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

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

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


Signature of Applicant

101619

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: James Toney

ADDRESS: _____

PHONE:  _____

NAME: Mo Kabiri

ADDRESS: _____

PHONE:  _____



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Anthony ((Tony) Scarpa

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Voice Engineer

SPECIAL INTERESTS AND TALENTS: 4th of July Committee

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

- ☒ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 25 YEARS

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

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

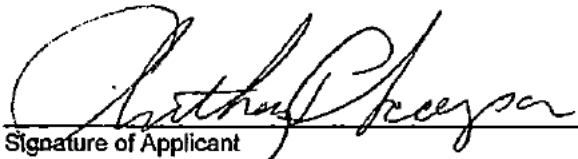
I have ben a member of this committee and have serve as the Chairman in the past

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

4th of July Steering Committee, the Gathering, Friendswood Texas Music Festival, Chamber of Commerce Car Show

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

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


Signature of Applicant

Sept 26, 2019 OCT 14, 2019
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

4th of July Steering Committee

1996

PERSONAL REFERENCES:

Please list at least two references.

NAME: Terry Vitek

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: David Schilling

ADDRESS: [REDACTED]

PHONE: [REDACTED]



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Christine Scarpa HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: _____

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

If so, please name the body: Currently member of 4th of July Steering Committee

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

- ☒ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

Have been involved in 4th of July Steering Committee for many years. Was a Health Science teacher at FHS for 6 years, RN at John Sealy Hospital in Galveston for 4 years.

Help at Fire Dept when I get a chance.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

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

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

BS, MS, RN, BSN Teacher Certification - Secondary Health Science
(Biology) from UTMB Galveston

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

4th of July Steering Committee Volunteer, Then 4th of July Steering
Committee Member (13 years)

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

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

Christine Scarpa
Signature of Applicant

Sept. 20, 2019
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

4th of July Steering Committee

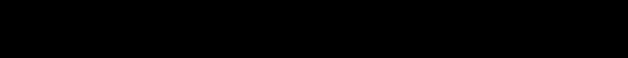
2006 - Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Terry Vitek

ADDRESS: 

PHONE: 

NAME: Debbie Woodson

ADDRESS: 

PHONE: 



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Stacy Scarpa HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: —
OCCUPATION: Paramedic
SPECIAL INTERESTS AND TALENTS: Paramedic

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

If so, please name the body: _____

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 21 YEARS

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

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

Please list any civic or community endeavors in which you have been involved: Friendswood Volunteer
Fire Department, EMS Captain

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

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

Stacy D. Scaupa
Signature of Applicant

12/4/19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Friendswood 4th of July Steering Committee

2007- Present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Anthony Scarpa

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Lisa Camp

ADDRESS: [REDACTED]

PHONE: [REDACTED]

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

- ☒ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
-
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

- _____
- _____
- _____

OTHER

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

Please use the space below for additional comments.

CC: M & CC

James Toney, P&R



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Nancy Sims HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: engineer, consultant (part time)

SPECIAL INTERESTS AND TALENTS: Organized,

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

If so, please name the body: —

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

- ☒ 4TH OF JULY STEERING COMMITTEE
- ☒ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

I have volunteered with Friendswood Youth Lacrosse and had a booth and a float in the 4th of July parade & park event in past years. I have also volunteered with the 4th of July KCs graveyard assisted with parade lineup. It has been a fun event and I am ready to take part in the overall process.

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

DATE OF BIRTH [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 5 YEARS

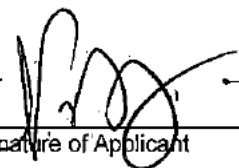
Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

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

Please list any civic or community endeavors in which you have been involved: Friendswood Youth Lacrosse president and board member, SC Strawberry Festival (Fort Hill SC) steering committee member and volunteer coordinator.

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

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



Signature of Applicant

8/25/2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4866
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Korin Brody

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Diane Ritchey

ADDRESS: [REDACTED]

PHONE: [REDACTED]

**CC:M & CC
CITY MGR**

James Toney, P&R



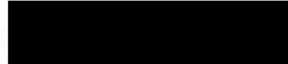
BE A FRIENDSWOOD VOLUNTEER

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

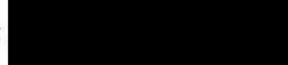
THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Larry Sims

HOME PHONE: 

HOME ADDRESS: 

WORK PHONE: 

EMAIL ADDRESS: 

CELL PHONE: 

OCCUPATION: Sls management

SPECIAL INTERESTS AND TALENTS: Loud + outgoing

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

- ☒ 4TH OF JULY STEERING COMMITTEE
- ☒ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

volunteer @ 4th of July w/ KC's
" Christmas Parade

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 5 YEARS

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

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

Mang Water/Wastewater Certification
Storm Water Experience
South Carolina Strawberry Festival Steering Com

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

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

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

[Signature]
Signature of Applicant

25 August 2019
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

Tony Scarpa



NAME: Anthony Dittrich

ADDRESS:

PHONE:

NAME: Rich Costello

ADDRESS:

PHONE:

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: November 7, 2022

Date submitted: 10/13/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Patricia Steinke, (ii) Jeff Smith, (iii) Vijal Mahal, (iv) Shawn Potter, (v) Stephanie Reddick, and (vi) Pat Forke to the Keep Friendswood Beautiful Committee for a three-year term beginning immediately and ending October 31, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Keep Friendswood Beautiful Committee (the "Committee") is composed of fifteen members, who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four members of the city council for staggered three-year terms commencing on November 1st. The Committee has the following powers and duties:

1. To engage in activities to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image;
2. To direct and coordinate management and planning of beautification projects and education of the community;
3. To recommend budget and project priorities to City Council;
4. To seek grants for funding opportunities subject to prior approval of the city council or city manager in accordance with section 2-24 of the Friendswood City Code;
5. To suggest ways to conserve and protect natural resources;
6. To serve as the advisory committee to the city's storm water management plan;
7. To make recommendations to the City Council concerning fees in lieu of land dedication in order to obtain compliance with section XIII of appendix B of the Friendswood City Code;
8. To serve as the public art committee to assist in the administration of the city's public art/display policy; and
9. To perform other duties as may be delegated to it by the City Council.

This item allows the Council to reappoint the following individuals to serve another three-year term starting immediately and expiring October 31, 2025:

- (i) Patricia Steinke,
- (ii) Jeff Smith,
- (iii) Vijal Mahal,
- (iv) Shawn Potter, and
- (v) Stephanie Reddick.

Additionally, this item allows for the appointment of Pat Forke to replace Tim Anderson, who does not desire reappointment. This appointment will also be for a full three-year term starting immediately and expiring October 31, 2025.

The appointees have complied with the requirements of the new Appointment Policy and the newly adopted Section 2-23(c) of the Friendswood City Code. This appointment is the first of the allowed four three-year terms.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. Forke, Pat Volunteer Applicaiton_Redacted
- 2. Potter, Shawn Volunteer Application_Redacted
- 3. Mahal, Vijay Volunteer Application_Redacted
- 4. Smith, Jeff Volunteer Application_Redacted
- 5. Steinke, Patricia Volunteer Application_Redacted
- 6. Reddick, Stephanie Volunteer Application_Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Renee Kross](#); [Susan Ballard](#); [Coretta Edwards](#); [Linda Newsted](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Thursday, October 13, 2022 12:56:48 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	PAT
Volunteer Last Name	FORKE
Home Address	
City	
State	
Zip Code	
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Bookkeeper
Special Interests and Talents	Gardening, quilting and numbers
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	<i>Field not completed.</i>
Zoning Board of Adjustments & Appeals	<i>Field not completed.</i>
Keep Friendswood Beautiful Committee	Primary
Community & Economic Development Committee	<i>Field not completed.</i>
Construction Board of Adjustments & Appeals	<i>Field not completed.</i>
Investment Committee	<i>Field not completed.</i>
Friendswood Downtown Economic Development Corporation	<i>Field not completed.</i>

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	<i>Field not completed.</i>
4th of July Volunteer	<i>Field not completed.</i>
Senior Citizens Advisory Committee	<i>Field not completed.</i>

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	<i>Field not completed.</i>
Library Volunteer	<i>Field not completed.</i>
SPECIAL COMMITTEES AS CALLED	<i>Field not completed.</i>

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	<i>Field not completed.</i>
Volunteer Fire Dept/EMS	<i>Field not completed.</i>
Animal Shelter Advisory Committee	<i>Field not completed.</i>
Charter Review (As Needed)	<i>Field not completed.</i>

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening, Summer
--------------------	---

Field not completed.

Please use the space below for additional comments.

(Section Break)

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

Date of Birth	
Sex	Female
How long have you been a Friendswood resident?	17
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	Masters in Accounting
Please list any civic or community endeavors in which you have been involved	Galveston County Master Gardener - 12 years; Friendswood Heritage Gardeners - 4 years, Friendswood retail store owner - 25 years
Additional Information	Field not completed.
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	pat forke
Date	10/13/2022

Thank you for taking the time to complete this application.

(Section Break)

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

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

Name of Board, Committee or Commission	Field not completed.
Dates of Service	Field not completed.

(Section Break)

Personal Reference #1: First Name and Last Name	Kaye Corey
Address	
City	

State	█
Zip Code	██
Phone	██████
Email Address	██████████
(Section Break)	
Personal Reference #2: First Name and Last Name	Jane Gibson
Address	██████
City	██████
State	█
Zip Code	██
Phone	██████
Email Address	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Shawn Potter HOME PHONE: [REDACTED]
HOME ADDRESS [REDACTED] WORK PHONE [REDACTED]
EMAIL ADDRESS [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Flight Attendant

SPECIAL INTERESTS AND TALENTS: working with people, environment and education

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Keep Friendswood Beautiful

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

 ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

RECREATION

☐	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☐	SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

	LIBRARY BOARD
	LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

[illegible]

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

DATE OF BIRTH: [REDACTED]

SEX: female

FRIENDSWOOD RESIDENT FOR 22 YEARS

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

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

Currently serving on the Keep Friendswood Beautiful Board as a member in good standing.

Please list any civic or community endeavors in which you have been involved: FISD Education Foundation
Chamber of Commerce - Mary Queen parish

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

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

Shawn Potter

9/25/2019

Signature of Applicant

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

cc: Aubrey Harbin, CDD
James Toney, P&R
Steven Rhea, CMO

CC: M & CC



BE A FRIENDSWOOD VOLUNTEER

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VOLUNTEER APPLICATION

NAME: VIJAY MAHAL HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Retired Transportation Engineer/Planner
SPECIAL INTERESTS AND TALENTS: Cares about environment, sustainability,
Traffic Safety, and Strategic planning.
Are you currently serving as a member of any Friendswood governmental body? No
If so, please name the body: Not applicable

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

I have 35 years of experience in transportation planning. I have reviewed ^{many} traffic impact studies and conducted hundreds of long-term travel demand forecasting for small, medium and large cities. I also have tremendous interest in short and long range planning. I am happy to volunteer some of my time to our city's master plan development.

I am also interested in discussing/resolving issues related to senior citizen's quality of life.

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 16 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? Never

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

- Bachelor's degree in Civil Engg
- Masters & doctorate in Transportation Engineering
- EIT certification
- Lot of experience in long-term Transportation Planning

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

I served on the board for BayTran (Transportation Management Advocacy organization) for 7 years.

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

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

M-S. Wyl
Signature of Applicant

Jan 1, 2021
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Not
applicable

Not
applicable

PERSONAL REFERENCES:

Please list at least two references.

NAME: Mike Foreman

ADDRESS: Mayor of Friendswood

PHONE: _____

NAME: Laura Grams

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Jeff Smith HOME PHONE: _____
HOME ADDRESS: [REDACTED] WORK PHONE: _____
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Retired Fire chief
SPECIAL INTERESTS AND TALENTS: Working knowledge of all aspects of city Government and operations. 2 time C.A.T.
Are you currently serving as a member of any Friendswood governmental body? yes
If so, please name the body: KFB, FVFD

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

CAT

OTHER

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

Please use the space below for additional comments.

FFFD member since 1982, Holding Fire chief for 8 years
past. Fire chief 7 years, currently V.P. and Battalion
chief.

Worked city of Galveston, Fire Dept 30 years. Retired
as Fire Chief, working on special events committees,
and Fleet. Secret service point of contact for city,
for dignitary actions. Resume' available.

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

DATE OF BIRTH:

SEX: M

FRIENDSWOOD RESIDENT FOR 37 YEARS

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

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

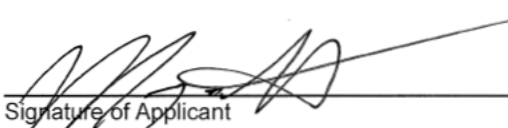
assisted parks department of Galveston throughout years
as command sergeant of FPD in current KPD.

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

FVFD since 1982, youth sports coach, Lighthouse Charity
Team, youth group leader at The Harbor Church, ect.

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

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


Signature of Applicant

Oct 23, 2019
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

KFB

Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Ron Cox

ADDRESS: _____

PHONE: on File

NAME: Roger Roecker

ADDRESS: _____

PHONE: on File



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Patkeicia Steinke

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Biology professor

SPECIAL INTERESTS AND TALENTS: gardening with native plants, scuba diving, snow skiing

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

 ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

RECREATION

☐	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☐	SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

☐	LIBRARY BOARD
☐	LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard sheet of stationery. There is no handwriting or other markings on the page.

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

DATE OF BIRTH: [REDACTED]

SEX: female

FRIENDSWOOD RESIDENT FOR 20 YEARS

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

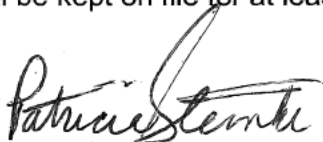
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

My interest in gardening and biology make me a good candidate for the KFB committee.

Please list any civic or community endeavors in which you have been involved: I have been on KFB for 15 years.

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

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



Signature of Applicant

08/09/2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Keep Friendswood Beautiful

2004-2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: William Genoa

ADDRESS:

PHONE:

NAME: Kathy Evans

ADDRESS:

PHONE:



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Stephanie Reddick

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Radiologist

SPECIAL INTERESTS AND TALENTS: Interested in gardening and beautification

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- ☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

Having recently moved back to Galveston County after 17 years in Tucson, Arizona, I am rediscovering my love of gardening. Keep Friendswood Beautiful is doing wonderful things in our

community, and I would love to help with their mission.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 1 YEARS

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

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

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

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

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



Signature of Applicant

08/28/2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Beth Stanfield
ADDRESS: [REDACTED]
PHONE: [REDACTED]

NAME: Shannon Stanford
ADDRESS: [REDACTED]
PHONE: [REDACTED]

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: November 7, 2022

Date submitted: 10/13/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Ethel Zansler, (ii) Doris Ann Ochoa, and (iii) Charlene Mizener to the Senior Citizens Advisory Committee for a three-year term beginning immediately and ending on October 31, 2025, and appointing Carol Tomlinson to complete an unexpired term beginning immediately and ending October 31, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Senior Citizens Advisory Committee (the "Committee") is composed of nine members who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four members of the city council for staggered three-year terms commencing on November 1st. The Committee is responsible for recommending programming for the senior citizen program and performing other duties as may be delegated to it by the city council.

This item allows the Council to reappoint the following members to the Senior Citizens Advisory Committee for another three-year term that starts immediately and ends on October 31, 2025:

- (i) Ethel Zansler,
- (ii) Doris Ann Ochoa, and
- (iii) Charlene Mizener.

This item also allows for the appointment of Carol Tomlinson to complete an unexpired term left by the resignation of Ms. Tammy Hill, which is set to expire on October 31, 2024, where at that time, Ms. Tomlinson may be appointed to serve a full three-year term.

The appointees have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2-23(c) of the Friendswood City Code. This is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Mizener, Charlene Volunteer Application 2019 Redacted
2. Ochoa, Doris Volunteer Application_Redacted
3. Zansler, Ethel Volunteer Application 2021_Redacted
4. Tomlinson, Carol Volunteer Applicaiton 2022_Redacted

CC: M & CC

GEnie Balderaz, P&R
Michael Boyett, P&R



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Charlene Mizener

HOME PHONE: [REDACTED]

ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

OCCUPATION: Retired Teacher

SPECIAL INTERESTS AND TALENTS: Gardening, Reading, TRAVEL

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

____ ELECTION DAY POLL WORKER
____ SUPPORT STAFF

PLANNING & PRESERVATION

____ PLANNING & ZONING COMMISSION
____ ZONING BOARD OF ADJUSTMENT
____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
____ COMMUNITY & ECONOMIC DEVELOPMENT
____ CONSTRUCTION BOARD OF ADJUSTMENT
____ & APPEALS

I AM AVAILABLE FOR

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

RECREATION

____ PARKS & RECREATION BOARD
____ 4TH OF JULY STEERING COMMITTEE
____ 4TH OF JULY VOLUNTEER
☒ SENIOR CITIZENS ADVISORY

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER
Retired Librarian
SPECIAL COMMITTEES AS CALLED

OTHER

____ VOLUNTEER FIRE DEPT./EMS
____ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 3 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? No

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

BS IN Home Eco, UNIV OF TEXAS 'MASTERS
IN Guidance + Counseling, SUKROSS STATE UNIV
MASTERS IN LIBRARY SCIENCE - TEXAS A+M
MEMBER TYLER SENIOR CITIZENS FOR 18 YRS
+ SERVED AS Sec. TO THE BOARD

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

HERITAGE GARDENERS - FRIENDSWOOD - 3 YRS
SMITH JCO MASTER GARDENER - 8 YRS
TEXAS GARDEN CLUBS - 18 YRS SERVED AS A
STATE, DISTRICT + LOCAL OFFICER
MEMBER THE HARBOR CHURCH
ATTENDED SENIOR ACT. BID - 3 YRS

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Charlene Mizener
Signature of Applicant

8-24-2018
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this form to the address below regardless of whether or not you are able to serve on a board or commission at this time:

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

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

Your name has been suggested or you have requested an application for possible service on a City of Friendswood Board or Commission.

Please specify on which Board(s) or Commission(s) you wish to serve. (See the attached list). FRIENDS WOOD SENIOR CITIZENS

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

Name of Board or Commission:

Dates of Service:

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: MIZENER Charlene _____
(Last) (First) (M.I.)

HOME ADDRESS: _____

HOME TELEPHONE: _____

PROFESSION: Retired LIBRARIAN + Teacher

BUSINESS NAME & ADDRESS: HAWKINS ISD

PERSONAL REFERENCES:

Please list at least two references.

NAME: KAY GRIFFIN

ADDRESS: _____

PHONE: _____

NAME: Bob Fore

ADDRESS: _____

PHONE: _____

DENNIS RUNDell

Fax 281-482-1634



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Doris Ann Ochoa

HOME ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION: Retired Educator

HOME PHONE: [REDACTED]

WORK PHONE: [REDACTED]

CELL PHONE: [REDACTED]

SPECIAL INTERESTS AND TALENTS: ReadingAre you currently serving as a member of any Friendswood governmental body? yesIf so, please name the body: Friendswood Sr. Center Board

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 5 YEARS

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

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

Teaching certificate

Please list any civic or community endeavors in which you have been involved: PTO, Booster Club, Catholic Daughters of America

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

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

Walis A. Ochoa

Signature of Applicant

8-19-19

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Sr. Center Advisory

2017 - 2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: Jamie Eubanks

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Susan Duke

ADDRESS: [REDACTED]

PHONE: [REDACTED]

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☒ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

☐ LIBRARY BOARD
☒ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Ethel K. ZANSLER HOME PHONE: —
HOME ADDRESS: [REDACTED] WORK PHONE: —
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Library Volunteer, working with
elderly citizens.

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

If so, please name the body: —

It has been shown that the senior population of Friendswood is growing and becoming a popular place for seniors to retire. We need to provide more recreational activities for our seniors to keep them active and self sufficient. It has been shown that when seniors keep active physically and mentally, they live healthier lives.

When I moved to Friendswood from Louisiana twelve years ago, I joined the Senior Center and became involved in the community. As I have always been active and interested in meeting other people and learning new skills, this was a perfect outlet for me. I have become involved in many senior groups and made many new friends.

Our Center needs to grow and offer many more areas of interest to our Friendswood Seniors. If elected to the Board, I am hoping I can contribute to making this possible.

Before the outbreak of the virus, I served on the Board for our AARP local chapter and was responsible for securing speakers once a month to present topics of interest to our seniors. This proved to be very popular and helpful for our members. If elected to the Board, I would like to secure speakers on a monthly schedule to present programs at our Senior Center.

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

RECREATION

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

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

FRIENDS of LIBRARY
Planning Committee for Library
Fund raising

OTHER

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

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 12 YEARS

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

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

Willing to serve my community to better Friendswood
for our numerous Senior Citizens and make sources
of recreation available to our Seniors.

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

Fund raising for Library
Womens Club at Church
Scheduling speakers for Senior Club Members

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

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

Echel Zansler
Signature of Applicant

5-4-21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Friends of Library

2019-To present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Dorothy Montz

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Dennis Rundell

ADDRESS: [REDACTED]

PHONE: [REDACTED]



TM

BE A FRIENDSWOOD VOLUNTEER

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

VOLUNTEER APPLICATION

NAME: Carol Tomlinson HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED] WORK PHONE: _____

EMAIL ADDRESS: [REDACTED] CELL PHONE: _____

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: cooking, catering, work with public
woodcrafting, helping taking care of people.

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

RECREATION

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

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

[illegible]

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

DATE OF BIRTH: [REDACTED]
SEX: F
FRIENDSWOOD RESIDENT FOR 2 YEARS

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

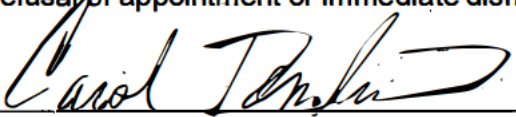
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Please list any civic or community endeavors in which you have been involved: County - Jefferson
TAX - Columbus Day volunteer every year

 Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.
Do Not Consent (Initial Here)	

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

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.


Signature of Applicant

10-19-22
Date

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Shadey Saldana

ADDRESS: _____

PHONE: [REDACTED] - [REDACTED]

NAME: Rosie Olivo

ADDRESS: _____

PHONE: [REDACTED]

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: November 7, 2022

Date submitted: 10/13/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Robert Bozka and (ii) Allan Rasmussen to the Investment Committee for a three-year term beginning immediately and ending on October 31, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Investment Committee (the "Committee") is composed of three members who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four members of the city council for staggered three-year terms commencing on November 1st. The Committee's powers and duties include:

1. To review the investment practices of staff and ensure that such practices are in accordance with the city's investment policy; and
2. To perform other duties as may be delegated to it by the city council.

This item allows the Council to reappoint the following individuals to the Investment Committee for another three-year term:

- (i) Robert Bozka and
- (ii) Allan Rasmussen

The members complied with the guidelines of the new Appointment Policy and the newly adopted Section 2-23(c) of the Friendswood City Code. This is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Rasmussen, Allan Volunteer Application_Redacted
2. Bozka, Robert Volunteer Application_Redacted



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Allan Rasmussen

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Banker

SPECIAL INTERESTS AND TALENTS: finances and investments

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Investment Committee

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

- ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

- | | |
|--------------------------|--|
| ☐ | 4 TH OF JULY STEERING COMMITTEE |
| ☐ | 4 TH OF JULY VOLUNTEER |
| ☐ | SENIOR CITIZENS ADVISORY COMMITTEE |

EDUCATION

- | | |
|--------------------------|-------------------|
| ☐ | LIBRARY BOARD |
| ☐ | LIBRARY VOLUNTEER |

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

I have been serving on the City Investment Committee for many years. It has been an enjoyable experience and a tremendous education. I would be honored to continue to serve.

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

DATE OF BIRTH: [REDACTED]

SEX: Male

FRIENDSWOOD RESIDENT FOR 15 years YEARS

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

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

20 years in the banking industry; Degrees include BBA from Texas A&M University and MBA (Finance) from University of Houston-Clear Lake

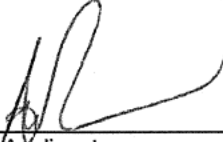
Please list any civic or community endeavors in which you have been involved: Chairman of the Friendswood

Chamber of Commerce, President of Friendswood Rotary, and President of the Friendswood ISD Education Foundation, among others, including

Friendswood Little League Board of Directors, Friendswood Farm and Vine event, and the Friends of Friendswood Downtown Association

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

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



Signature of Applicant

8/20/19

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Investment Committee

2004-Present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Sally Branson

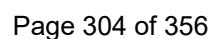
ADDRESS:

PHONE:

NAME: Kim Brizendine

ADDRESS:

PHONE:



Please indicate your primary and secondary interests.

☐ ELECTION WORKER

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

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

☐	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☐	SENIOR CITIZENS ADVISORY COMMITTEE

LIBRARY BOARD
LIBRARY VOLUNTEER

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

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 306 of 356

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Investment Committee

Since inception of Committee

PERSONAL REFERENCES:

Please list at least two references.

NAME: Linda Thornton

ADDRESS:

PHONE:

NAME: Lucy Woltz

ADDRESS:

PHONE:

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: November 7, 2022

Date submitted: 10/26/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution designating the City Manager as the Subrecipient Authorized Representative and granting the City Manager signatory authority for the Federal Emergency Management Agency's 2022 Building Resilient Infrastructure and Communities and Flood Mitigation Assistance Grant Programs.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates the City Manager as the Subrecipient Authorized Representative and grants him signatory authority for the Federal Emergency Management Agency's 2022 Building Resilient Infrastructure and Communities ("BRIC") and Flood Mitigation Assistance ("FMA") Grant Programs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating SAR for FEMA BRIC & FHA Grant Programs

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE CITY MANAGER AS THE SUBRECIPIENT AUTHORIZED REPRESENTATIVE FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S 2022 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES AND FLOOD MITIGATION ASSISTANCE GRANT PROGRAMS; GRANTING THE SUBRECIPIENT AUTHORIZED REPRESENTATIVE SIGNATORY AUTHORITY FOR SUCH GRANT PROGRAMS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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 hereby designates the City Manager as the Subrecipient Authorized Representative ("SAR") for the City of Friendswood for all purposes under the Federal Emergency Management Agency's 2022 Building Resilient Infrastructure and Communities ("BRIC") and Flood Mitigation Assistance ("FMA") Grant Programs.

Section 2. That the SAR designated in Section 1 hereof is granted signatory authority to apply for and accept grants concerning the Federal Emergency Management Agency's 2022 BRIC and FMA Grant Programs on behalf of the City of Friendswood.

Section 3. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

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

Date submitted: 10/27/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution designating the City Manager as the Subrecipient Authorized Representative and granting the City Manager signatory authority for the Houston-Galveston Area Council's Regional Mitigation Program - Council of Governments Method of Distribution.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates the City Manager as the Subrecipient Authorized Representative and grants him signatory authority for the Houston-Galveston Area Council's Regional Mitigation Program - Council of Governments Method of Distribution.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating SAR for H-GAC COGMOD Programs

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE CITY MANAGER AS THE SUBRECIPIENT AUTHORIZED REPRESENTATIVE FOR THE HOUSTON-GALVESTON AREA COUNCIL'S REGIONAL MITIGATION PROGRAM - COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION; GRANTING SUBRECIPIENT AUTHORIZED REPRESENTATIVE SIGNATORY AUTHORITY FOR SUCH PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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 hereby designates the City Manager as the Subrecipient Authorized Representative ("SAR") for the City of Friendswood for all purposes under the Houston-Galveston Area Council's Regional Mitigation Program - Council of Governments Method of Distribution.

Section 2. That the City Council of the City of Friendswood hereby grants the SAR designated in Section 1 hereof signatory authority to apply for and accept grants concerning the Houston-Galveston Area Council's Regional Mitigation Program - Council of Governments Method of Distribution on behalf of the City of Friendswood.

Section 3. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

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

Date submitted: 10/26/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Cooperative Purchasing Agreement with the City of Pearland.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Pearland ("Pearland") has requested to enter into a cooperative purchasing agreement with the City of Friendswood in order for Pearland to utilize Friendswood's agreement for ambulance billing services with Emergicon, LLC. By entering into the proposed agreement, both parties will be able to take advantage of bids for various goods and services received by the other party -- not just the agreement for ambulance billing services.

Friendswood has entered into cooperative purchasing agreements with other governmental entities in the past. Purchases made pursuant to a cooperative purchasing agreement satisfy any state law requiring competitive bidding.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Cooperative Purchasing Agreement with the City of Pearland

COOPERATIVE PURCHASING AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between the City of Pearland (“Pearland”) and the City of Friendswood (“Friendswood”).

WHEREAS, both Pearland and Friendswood have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Pearland and Friendswood are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs;

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, Pearland and Friendswood agree as follows:

Section 1. The purpose of this Agreement is to provide Pearland and Friendswood with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

Section 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the “Designated Representative”).

Section 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Section 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including, but not limited to, those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

Section 5. Neither Pearland nor Friendswood shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other party. All

payments required to be made pursuant to any contract entered into with a vendor pursuant to this Agreement shall be made from current, available revenues. In obtaining services of a vendor under this Agreement, each party acknowledges that it has or will rely solely on its own inspections, investigations, research, and due diligence regarding the materials or services desired and not on any representations or warranties of the other party hereto.

Section 6. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

Section 7. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty (30) days' written notice to the other party.

Section 8. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 9. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Galveston County, Texas, or the United States District Court for the Southern District of Texas – Galveston Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 10. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Execution of this Agreement does not obligate Pearland or Friendswood to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

Section 12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 13. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

Section 14. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

EXECUTED this _____ day of _____, 2022.

CITY OF PEARLAND
3519 Liberty Dr.
Pearland, TX 77581

CITY OF FRIENDSWOOD
910 S. Friendswood Dr.
Friendswood, TX 77546

CLAY PEARSON, City Manager

MORAD KABIRI, City Manager

ATTEST:

ATTEST:

FRANCES AGUILAR, City Secretary

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DARRIN M. COKER, City Attorney

KAREN HORNER, City Attorney

Date

Date

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: November 7, 2022

Date submitted: 10/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying an agreement with Friendswood Independent School District for road closures for the Cline Fun Run to be held October 29, 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item is to consider ratifying an agreement with Friendswood Independent School District for road closures for the Cline Fun Run held October 29, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

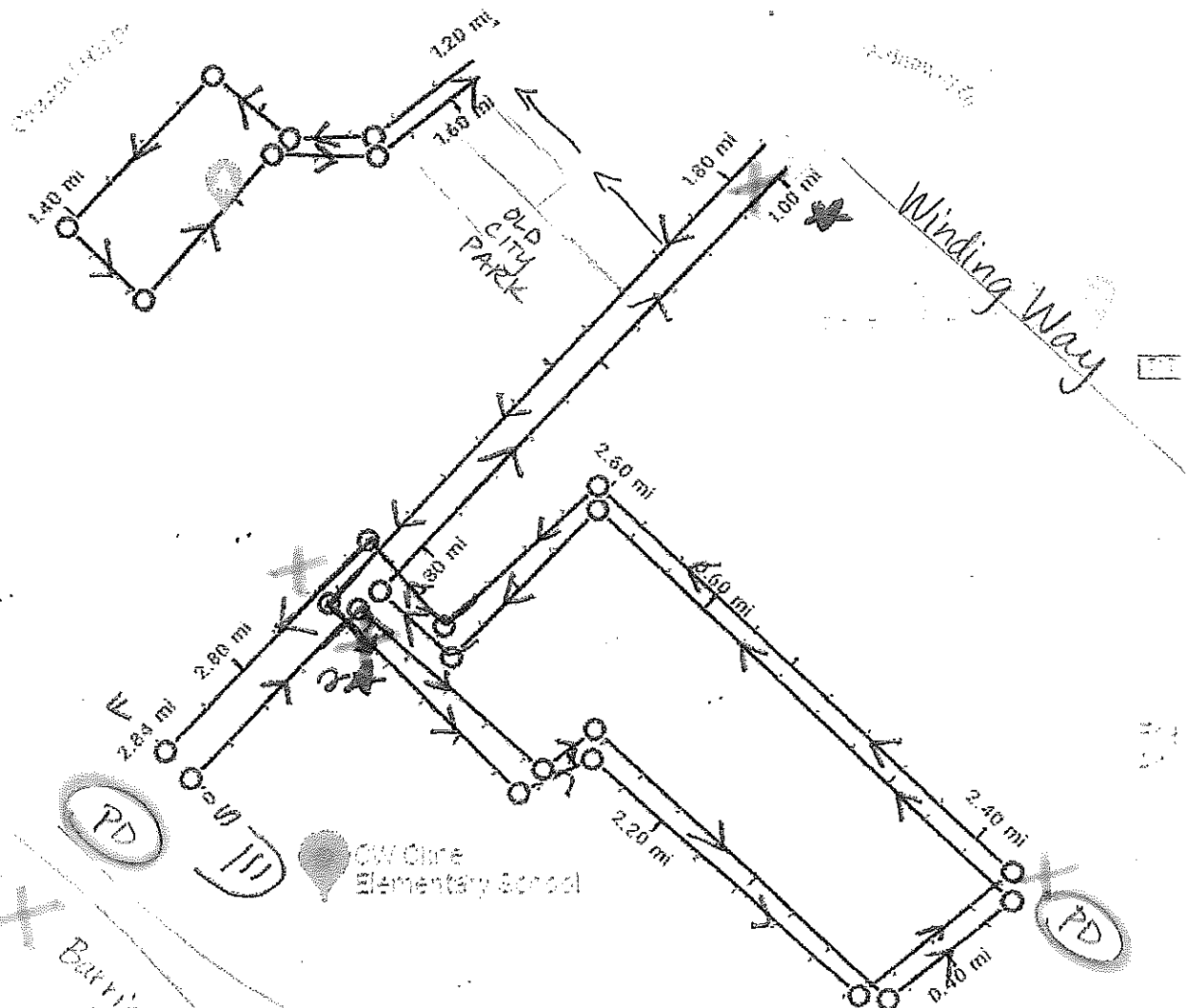
ATTACHMENTS

1. CLINE FUN RUN

10/29/22

5:00-6:00 Fun Run

2000



SUNSET

Barricade w/
Pro person

Current Date

Measure Distance

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them. The list includes names such as "J. H. Smith", "W. J. Jones", and "A. B. Brown", among others.

Total: 1,229,171.22 € - 1,6079,73 074

Total distance = 2.84 m + 4.55 m =

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

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: November 7, 2022

Date submitted: 09/29/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for September 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. September 2022



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



October 11, 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 September, 2022 is true and correct.

Under my hand and seal this 11th day of October, 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

10/03/2022 10:27:45 4101608
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 09/01/2022 THRU 09/30/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 30
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIE AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	5,910.82	.00	1,758.57	.00	7,669.39	1,845.81	.00	.00	9,515.20
	I & S	.102167	1,567.97	.00	466.48	.00	2,034.45	.00	.00	.00	2,034.45
	TOTAL	.487314	7,478.79	.00	2,225.05	.00	9,703.84	1,845.81	.00	.00	11,549.65
2020	M & O	.392153	1,120.65-	.00	436.62	.00	684.03-	472.50	.00	.00	211.53-
	I & S	.095161	271.94-	.00	105.96	.00	165.98-	.00	.00	.00	165.98-
	TOTAL	.487314	1,392.59-	.00	542.58	.00	850.01-	472.50	.00	.00	377.51-
2019	M & O	.432160	5,395.86-	.00	541.35	.00	4,854.51-	427.54	.00	.00	4,426.97-
	I & S	.089279	1,114.71-	.00	111.83	.00	1,002.88-	.00	.00	.00	1,002.88-
	TOTAL	.521439	6,510.57-	.00	653.18	.00	5,857.39-	427.54	.00	.00	5,429.85-
2018	M & O	.437173	1.69	.00	5.81	.00	7.50	3.95	.00	.00	11.45
	I & S	.095218	.37	.00	1.27	.00	1.64	.00	.00	.00	1.64
	TOTAL	.532391	2.06	.00	7.08	.00	9.14	3.95	.00	.00	13.09
2017	M & O	.432349	10.27	.00	6.99	.00	17.26	4.21	.00	.00	21.47
	I & S	.095000	2.26	.00	1.53	.00	3.79	.00	.00	.00	3.79
	TOTAL	.527349	12.53	.00	8.52	.00	21.05	4.21	.00	.00	25.26
ALL	M & O		593.73-	.00	2,749.34	.00	2,155.61	2,754.01	.00	.00	4,909.62
ALL	I & S		183.95	.00	687.07	.00	871.02	.00	.00	.00	871.02
ALL	TOTAL		409.78-	.00	3,436.41	.00	3,026.63	2,754.01	.00	.00	5,780.64
DLQ	M & O		593.73-	.00	2,749.34	.00	2,155.61	2,754.01	.00	.00	4,909.62
DLQ	I & S		183.95	.00	687.07	.00	871.02	.00	.00	.00	871.02
DLQ	TOTAL		409.78-	.00	3,436.41	.00	3,026.63	2,754.01	.00	.00	5,780.64
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

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TC298-M SELECTION: DEPOSIT

4101608

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 09/01/2022 THRU 09/30/2022
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 RF220916	719569	201810	0.00	0.00	0.00	0.00 18S1	10.59-	10.59-RF
2018 RF220916	719569	201810	10.59-	0.00	0.00	0.00 18S1	10.59	0.00 RF
2018 TOTAL			10.59-	0.00	0.00	0.00	0.00	10.59-
2019 RF220921	1198990010001	202001	7,989.86-	0.00	0.00	0.00 HK37	7,989.86	0.00 RF
2019 RF220921	1198990010001	202001	0.00	0.00	0.00	0.00 HK37	7,989.86-	7,989.86-RF
2019 RF220916	719569	201911	0.00	0.00	0.00	0.00 19S1	5.21-	5.21-RF
2019 RF220916	719569	201911	5.21-	0.00	0.00	0.00 19S1	5.21	0.00 RF
2019 TOTAL			7,995.07-	0.00	0.00	0.00	0.00	7,995.07-
2020 RF220919	184333	202012	0.00	0.00	0.00	0.00 20S1	268.19-	268.19-RF
2020 RF220919	184333	202012	268.19-	0.00	0.00	0.00 20S1	268.19	0.00 RF
2020 RF220919	202145	202106	204.53-	0.00	30.68-	0.00 20S1	235.21	0.00 RF
2020 RF220919	202145	202106	0.00	0.00	0.00	0.00 20S1	235.21-	235.21-RF
2020 RF220919	218974	202012	0.00	0.00	0.00	0.00 20S1	223.38-	223.38-RF
2020 RF220919	218974	202012	223.38-	0.00	0.00	0.00 20S1	223.38	0.00 RF
2020 RF220919	219177	202012	230.06-	0.00	0.00	0.00 20S1	230.06	0.00 RF
2020 RF220919	219177	202012	0.00	0.00	0.00	0.00 20S1	230.06-	230.06-RF
2020 RF220919	308601	202101	0.00	0.00	0.00	0.00 20S1	352.94	0.00 RF
2020 RF220919	308601	202101	352.94-	0.00	0.00	0.00 20S1	352.94	0.00 RF
2020 RF220919	308728	202101	0.00	0.00	0.00	0.00 20S1	121.82-	121.82-RF
2020 RF220919	308728	202101	121.82-	0.00	0.00	0.00 20S1	121.82	0.00 RF
2020 RF220919	504367	202011	1,747.22-	0.00	0.00	0.00 20S1	1,747.22	0.00 RF
2020 RF220919	504367	202011	0.00	0.00	0.00	0.00 20S1	1,747.22-	1,747.22-RF
2020 RF220919	601668	202012	0.00	0.00	0.00	0.00 20S1	121.83-	121.83-RF
2020 RF220919	601668	202012	121.83-	0.00	0.00	0.00 20S1	121.83	0.00 RF
2020 RF220919	606625	202012	0.00	0.00	0.00	0.00 20S1	36.55-	36.55-RF
2020 RF220919	606625	202012	36.55-	0.00	0.00	0.00 20S1	36.55	0.00 RF
2020 RF220919	719569	202110	0.00	0.00	0.00	0.00 20S1	4.87-	4.87-RF
2020 RF220919	719569	202110	4.87-	0.00	0.00	0.00 20S1	4.87	0.00 RF
2020 TOTAL			3,311.39-	0.00	30.68-	0.00	0.00	3,342.07-
2021 RF220921	1035020000011	202112	0.00	0.00	0.00	0.00 HK13	121.83-	121.83-RF
2021 RF220921	1035020000011	202112	121.83-	0.00	0.00	0.00 HK13	121.83	0.00 RF
2021 RF220921	1043380000056	202112	215.63-	0.00	0.00	0.00 HK13	215.63	0.00 RF
2021 RF220921	1043380000056	202112	0.00	0.00	0.00	0.00 HK13	215.63-	215.63-RF
2021 RF220921	1206360010024	202112	0.00	0.00	0.00	0.00 HK13	277.03-	277.03-RF
2021 RF220921	1206360010024	202112	277.03-	0.00	0.00	0.00 HK13	277.03	0.00 RF
2021 RF220921	1209130010043	202112	121.83-	0.00	0.00	0.00 HK13	121.83	0.00 RF

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TAX COLLECTION SYSTEM
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INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF220921	1209130010043	202112	0.00	0.00	0.00	0.00 HK13	121.83-	121.83-RF
2021	RF220921	1294700060014	202201	278.59-	0.00	0.00	0.00 HK13	278.59	0.00 RF
2021	RF220921	1294700060014	202201	0.00	0.00	0.00	0.00 HK13	278.59-RF	278.59-RF
2021	RF220919	168228	202112	0.00	0.00	0.00	0.00 21S1	141.33-	141.33-RF
2021	RF220919	168228	202112	141.33-	0.00	0.00	0.00 21S1	141.33-	0.00 RF
2021	RF220919	168680	202112	0.00	0.00	0.00	0.00 21S1	189.08-	189.08-RF
2021	RF220919	168680	202112	0.00	0.00	0.00	0.00 21S1	189.08	0.00 RF
2021	RF220919	168680	202112	189.08-	0.00	0.00	0.00 21S1	189.08	0.00 RF
2021	RF220919	184304	202201	121.83-	0.00	0.00	0.00 21S1	121.83-	0.00 RF
2021	RF220919	184304	202201	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF220919	184333	202112	826.14-	0.00	0.00	0.00 21S1	826.14-	0.00 RF
2021	RF220919	184333	202112	0.00	0.00	0.00	0.00 21S1	826.14-	826.14-RF
2021	RF220919	202088	202112	138.64-	0.00	0.00	0.00 21S1	138.64-	0.00 RF
2021	RF220919	202088	202112	0.00	0.00	0.00	0.00 21S1	138.64	138.64-RF
2021	RF220919	202145	202206	0.00	0.00	0.00	0.00 21S1	975.46-	975.46-RF
2021	RF220919	202145	202206	848.23-	0.00	127.23-	0.00 21S1	975.46	0.00 RF
2021	RF220919	202150	202206	1,187.15-	0.00	0.00	0.00 CERT	0.00	1,187.15-TR
2021	864092222PPHC	202720	202209	2,606.67-	0.00	521.33-	0.00 CERT	0.00	3,753.60-TR
2021	RF220919	203077	202112	0.00	0.00	0.00	0.00 21S1	253.34-	253.34-RF
2021	902092822T	203077	202112	253.34-	0.00	0.00	0.00 21S1	253.34	0.00 RF
2021	RF220919	218797	202112	62.13-	0.00	0.00	0.00 CERT	0.00	62.13-TR
2021	RF220919	218974	202201	0.00	0.00	0.00	0.00 21S1	241.71-	241.71-RF
2021	RF220919	218974	202201	241.71-	0.00	0.00	0.00 21S1	241.71	0.00 RF
2021	RF220919	219177	202201	0.00	0.00	0.00	0.00 21S1	329.16-	329.16-RF
2021	RF220919	219177	202201	329.16-	0.00	0.00	0.00 21S1	329.16	0.00 RF
2021	RF220919	219304	202112	257.74-	0.00	0.00	0.00 21S1	257.74	0.00 RF
2021	RF220919	219304	202112	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF220919	293572	202112	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF220919	293572	202112	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF220919	308601	202201	0.00	0.00	0.00	0.00 21S1	551.48-	551.48-RF
2021	RF220919	308601	202201	551.48-	0.00	0.00	0.00 21S1	551.48	0.00 RF
2021	RF220919	308728	202201	0.00	0.00	0.00	0.00 21S1	259.25-	259.25-RF
2021	RF220919	308728	202201	259.25-	0.00	0.00	0.00 21S1	259.25	0.00 RF
2021	RF220919	350957	202201	555.92-	0.00	0.00	0.00 21S1	555.92	0.00 RF
2021	RF220919	350957	202201	0.00	0.00	0.00	0.00 21S1	555.92-RF	555.92-RF
2021	RF220919	412999	202112	0.00	0.00	0.00	0.00 21S1	389.38-	389.38-RF
2021	RF220919	412999	202112	389.38-	0.00	0.00	0.00 21S1	389.38	0.00 RF
2021	RF220919	601668	202112	0.00	0.00	0.00	0.00 21S1	207.95-	207.95-RF
2021	RF220919	601668	202112	207.95-	0.00	0.00	0.00 21S1	207.95	0.00 RF
2021	RF220919	606625	202112	36.55-	0.00	0.00	0.00 21S1	36.55	0.00 RF
2021	RF220919	606625	202112	0.00	0.00	0.00	0.00 21S1	36.55-RF	36.55-RF
2021	RF220919	719569	202110	44.85-	0.00	0.00	0.00 21S1	44.85	0.00 RF
2021	RF220919	719569	202110	0.00	0.00	0.00	0.00 21S1	44.85-RF	44.85-RF
2021	RF220919	719569	202204	5.15-	0.00	0.00	0.00 21S1	5.15	0.00 RF
2021	RF220919	719569	202204	0.00	0.00	0.00	0.00 21S1	5.15-	5.15-RF

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TTC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 09/01/2022 THRU 09/30/2022
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021 TOTAL			10,390.42-	0.00	648.56-	625.60-	0.00	11,664.58-
TOTAL REVERSALS			21,707.47-	0.00	679.24-	625.60-	0.00	23,012.31-

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TC298-N SELECTION: DEPOSIT

4101608

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 09/01/2022 THRU 09/30/2022
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2017 TOTAL			12.53	0.00	8.52	4.21	0.00	25.26
2018 TOTAL			12.65	0.00	7.08	3.95	0.00	23.68
2019 TOTAL			1,484.50	0.00	653.18	427.54	0.00	2,565.22
2020 TOTAL			1,918.80	0.00	573.26	472.50	0.00	2,964.56
2021 TOTAL			17,869.21	0.00	2,873.61	2,471.41	0.00	23,214.23
TOTAL PAYMENTS			21,297.69	0.00	4,115.65	3,379.61	0.00	28,792.95
2018 TOTAL			10.59-	0.00	0.00	0.00	0.00	10.59-
2019 TOTAL			7,995.07-	0.00	0.00	0.00	0.00	7,995.07-
2020 TOTAL			3,311.39-	0.00	30.68-	0.00	0.00	3,342.07-
2021 TOTAL			10,390.42-	0.00	648.56-	625.60-	0.00	11,664.58-
TOTAL REVERSALS			21,707.47-	0.00	679.24-	625.60-	0.00	23,012.31-
TOTAL FOR UNIT			409.78-	0.00	3,436.41	2,754.01	0.00	5,780.64

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2022 TO 09/30/2022

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INCLUDES AG ROLLBACK

FISCAL START: 08/01/2022 END: 07/31/2023 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667,192	1,906,011-	4,212,761,181	00.487314	174,328.29	17,353

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	183,112.68	8,784.39-	8,784.39-	54,947.64	54,947.64	119,380.65	31.52	0.00
2020	40,724.70	16,098.89-	16,098.89-	15,136.23-	15,136.23-	39,762.04	61.46-	0.00
2019	31,463.95	6,909.08-	6,909.08-	2,496.27-	2,496.27-	27,051.14	10.17-	0.00
2018	20,734.77	10.59-	10.59-	2,950.40	2,950.40	17,773.78	14.24	0.00
2017	13,655.17	.00	0.00	12.53	12.53	13,642.64	.09	0.00
2016	12,123.04	.00	0.00	0.00	0.00	12,123.04		0.00
2015	11,833.72	.00	0.00	0.00	0.00	11,833.72		0.00
2014	12,474.54	.00	0.00	0.00	0.00	12,474.54		0.00
2013	9,677.98	.00	0.00	0.00	0.00	9,677.98		0.00
2012	9,566.41	.00	0.00	0.00	0.00	9,566.41		0.00
2011	6,897.31	.00	0.00	0.00	0.00	6,897.31		0.00
2010	3,613.44	.00	0.00	0.00	0.00	3,613.44		0.00
2009	5,164.80	.00	0.00	0.00	0.00	5,164.80		0.00
2008	4,281.97	.00	0.00	0.00	0.00	4,281.97		0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,707.18	.00	0.00	0.00	0.00	2,707.18		0.00
2005	1,298.61	.00	0.00	0.00	0.00	1,298.61		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	512.76	.00	0.00	0.00	0.00	512.76		0.00
2001	165.18	.00	0.00	0.00	0.00	165.18		0.00
2000	98.14	.00	0.00	0.00	0.00	98.14		0.00
****	372,715.05	31,802.95-	31,802.95-	40,278.07	40,278.07	300,634.03		0.00

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2022
LAND VALUE	5,827,810,207	5,827,810,207	0	0	0	5,827,810,207
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	1,191,544-	1,191,544-	773,965,921
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	1,191,544-	1,191,544-	5,826,618,663
EXEMPTIONS	1,579,451,702	1,579,451,702	0	714,467	714,467	1,580,166,169
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	1,906,011-	1,906,011-	4,212,761,181
LEVY	183,112.68	183,112.68	263.66	9,048.05-	8,784.39-	174,328.29
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	12	12	10,310
OVER 65	3,255	3,255	0	7	7	3,262
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2022
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	544,805	3,144,540-	2,599,735-	703,813,605
APPRAISED VALUE	5,043,274,252	5,043,274,252	544,805	3,144,540-	2,599,735-	5,040,674,517
EXEMPTIONS	1,218,139,975	1,218,139,975	491,387	256,647	748,034	1,218,888,009
TAXABLE VALUE	3,797,796,969	3,797,796,969	53,418	3,401,187-	3,347,769-	3,794,449,200
LEVY	40,724.70	40,724.70	260.31	16,359.20-	16,098.89-	24,625.81
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	5	5	10,225
OVER 65	3,163	3,163	0	4	4	3,167
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	1	1	222
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2022
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	0	1,533,270-	1,533,270-	644,398,602
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	1,533,270-	1,533,270-	4,535,904,552
EXEMPTIONS	1,018,439,121	1,018,439,121	0	111,429-	111,429-	1,018,327,692
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	1,421,841-	1,421,841-	3,492,893,169
LEVY	31,463.95	31,463.95	.00	6,909.08-	6,909.08-	24,554.87
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	0	0	10,000
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2022
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	1,990-	1,990-	617,898,419
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,990-	1,990-	4,207,372,528
EXEMPTIONS	891,117,422	891,117,422	0	0	0	891,117,422
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	1,990-	1,990-	3,292,412,196
LEVY	20,734.77	20,734.77	.00	10.59-	10.59-	20,724.18
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 09/01/2022 thru 09/30/2022 as of 10/03/2022

Report run on: October 3, 2022 12:40 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 78177	Print Date:09/08/2022						
	Delq	1,352.05	354.07	0.00	0.00	0.00	1,706.12
Last Deposit Date	09/02/2022	\$1,352.05	\$354.07	\$0.00	\$0.00	\$0.00	\$1,706.12
ACH 78209	Print Date:09/12/2022						
	Delq	1,268.74	336.54	0.00	0.00	0.00	1,605.28
Last Deposit Date	09/08/2022	\$1,268.74	\$336.54	\$0.00	\$0.00	\$0.00	\$1,605.28
ACH 78249	Print Date:09/14/2022						
	Delq	2,631.18	697.97	0.00	0.00	0.00	3,329.15
Last Deposit Date	09/12/2022	\$2,631.18	\$697.97	\$0.00	\$0.00	\$0.00	\$3,329.15
Total:		\$5,251.97	\$1,388.58	\$0.00	\$0.00	\$0.00	\$6,640.55

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: November 7, 2022

Date submitted: 09/29/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on October 3, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 10 03 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
OCTOBER 3, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, OCTOBER 3, 2022, 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	Councilmember
John Scott	Councilmember
Brent Erenwert	Mayor Pro Tem
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 6:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor David Lorenz, Friendswood First Baptist Church.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Hanks invited the members of Council and the public to attend and participate in a Human Trafficking Prevention Event scheduled for Friday, November 4, 2022, from 10:00 A.M. to 1:30 P.M. at the Lonestar Flight Museum at Ellington Airfield. She stated that she and Gina Hunt, the City's Crime Victim Liaison are serving as the City's representatives on this planning committee and encouraged everyone to attend and learn how to prevent these types of crimes in our community.

Councilmember Griffon asked City Manager Morad Kabiri to give an update regarding the interlocal agreement for the 1959 Project at Whitcomb. Mr. Kabiri stated that as it was mentioned last month by Deputy Director of Engineering Samantha Haritos during her drainage update presentation, the City is nearing its final stages of said interlocal agreement. However, there were some concerns with the funding request from Harris County, which calls for the City to provide its portion of the funding all upfront, and

the City does not have those funds in the bank. As such, staff has been working on this issue and anticipate that the interlocal is nearing completion and should be on the agenda next month for approval.

Mayor Foreman congratulated Councilmember Scott on his birthday and encouraged everyone to participate in the upcoming Domestic Violence donation drive.

5. PUBLIC COMMENT

Mr. Don Johnson requested to speak before the Council regarding the upcoming deadline related to an interlocal agreement for the Dixie Farm Road Detention Project and offered his support should the Council need it.

Ms. Mary Catherine Terrell requested to speak before the Council regarding flooding issues on Brigadoon Lane and requested the City consider repairs to help mitigate said issues.

Mr. David Allen requested to speak before the Council regarding his concerns of federally mandated climate lockdowns and their potential impact on the upcoming November midterm elections.

Mayor Foreman took the agenda out of order and moved on to item 7.A.

7. COMMITTEES OR SPECIAL REPORTS

A. Receive the Friendswood Downtown Economic Development Corporation's Annual Report.

FDDED President, Dr. Rebecca Hillenburg presented the item and stated that in August 2016, the City Council appointed a seven-member board of directors to the Friendswood Downtown Economic Development Corporation (FDED), which include herself, Bubba Johnson, Vice President, Paul Marx, Secretary-Treasurer, Ron Cox, Dr. Pat McGinnis, Trey Hill, and Alton Todd.

She also noted that the FDED vision statement is "Friendswood Downtown, Friendswood! A family-friendly destination with beautiful streetscapes and unique businesses," and its mission is to (1) communicate and engage with citizens, (2) make well-planned and strategic recommendations to the city council regarding improvements to the downtown district, and (3) exercise fiduciary responsibilities to the taxpayers.

President Hillenburg stated that as of last year's annual report to the city council, the FDED has held eight meetings with the two staff liaisons (1) Community Development Director, Aubrey Harbin and (2) Assistant City Manager, Steven Rhea, who have done an extraordinary job in supporting the FDED.

President Hillenburg gave the following summary of the FDED's work for the last year:

- Progress continued on the Texas Department of Transportation sidewalk, curb ramps, and mast arms project. The wiring is being installed on the new traffic signals as well the pedestrian signals at the crosswalks. Once operational, the existing mast arms, signals, and crosswalk signals will be removed. New street signage with the updated downtown color scheme has been mounted on the

new mast arms and will also be installed at the cross streets along FM 518 in the coming months. Updated directional signage for the downtown attractions like the rotary pavilion and the brown museum is on the horizon as well.

- The downtown lighting project has officially begun with awarding of the contract to Pfeiffer and Son Ltd. New Street and pedestrian lighting will illuminate farm-to-market 518 and from 2351 down 518 to Castlewood with the remaining portion of downtown Castlewood to Whispering Pines being installed at a future date.
- The financial report shows the ending fund balance as of August 31, 2022, of approximately \$2.8 million with projected revenue for the fiscal year 2022-2023 being \$765,326, which includes sales tax and interest.

President Hillenburg thanked the Council for their continued support of the FDEDC and looked forward to overseeing the FDEDC's completion of the ongoing and upcoming projects as well as planning for future projects that will benefit Downtown Friendswood.

The Council voiced their support of the work and projects of the FDEDC.

B. Receive the Senior Citizens Advisory Committee Annual Report.

Mayor Foreman stated that the report was attached to the agenda item and thanked the members of the Senior Citizens Advisory Committee and the Parks and Recreation staff for another great year of programs and events.

Mayor Foreman returned to agenda item 6.A.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

a. Present the City of Friendswood 5 Star Spirit Awards for the Second Quarter of 2022 to Kaylub Mull in the Parks and Recreation department.

City Manager Morad Kabiri presented the item and stated that Kaylub Mull began his career with the City in 2013 as a Crew Leader and is now the Parks and Building Superintendent in the Parks and Recreation Department. Kaylub was nominated for this award by a co-worker because of his daily dedicated service and positive attitude, his supervisor says that it is more about who Kaylub is and the positive attitude he has, than it is about doing something beyond his job duties. He does all his job duties in an excellent manner. He is proactive, strives to gain new knowledge and certificates; and he is always on top of his game. Kaylub is one of the most respectful and polite employees. He supports management and has a servant's heart. I wished we had a handful of guys with his experience, knowledge, and work ethic. Mr. Kabiri thanks Kaylub for his hard work and dedication to the City.

Mayor Foreman returned the agenda to its original order and took item 7.C.

C. Receive the Chamber of Commerce Annual Report.

Friendswood Chamber of Commerce Board Member, Mr. Dan Garza presented the item and noted the following highlights of the Chamber of Commerce's work with and for the City of Friendswood.

- hosted the State of the City luncheon for the Mayor, which is open to the public,
- hosted the Spring Chamber Reception for all businesses, also known as the party on the patio, which was a hit,
- hosted the Safety Awareness Seminar for the Friendswood Police Department,
- held the Annual Business Expo to encourage ongoing shopping local initiative,
- candidates' forums,
- multiple meet & greet events, and
- hurricane awareness and preparation seminars.

Additionally, the Chamber partnered with the City of Friendswood to put on well-attended events like Santa in the Park, the Christmas Parade, Halloween in the Park, and the Car Show. Additionally, the Chamber of Commerce will be used as an official polling place for the upcoming November midterm election. Ms. Carol Marcantel, the Chamber President and her staff also attend many Galveston County events and City emergency management meetings and represents Friendswood at various other organizations and committees. Mr. Garza thanked the Council and City Staff for their continued support and partnership.

Council thanked Mr. Garza and the Chamber of Commerce for their hard work and support.

8. WORK SESSION TOPICS

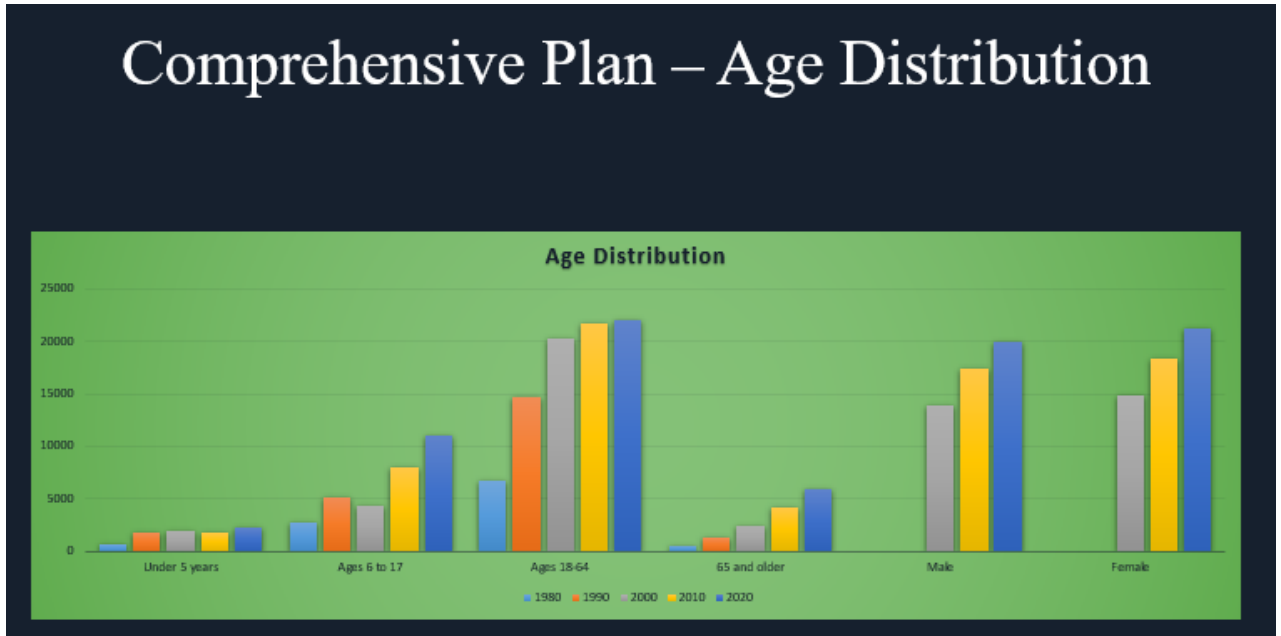
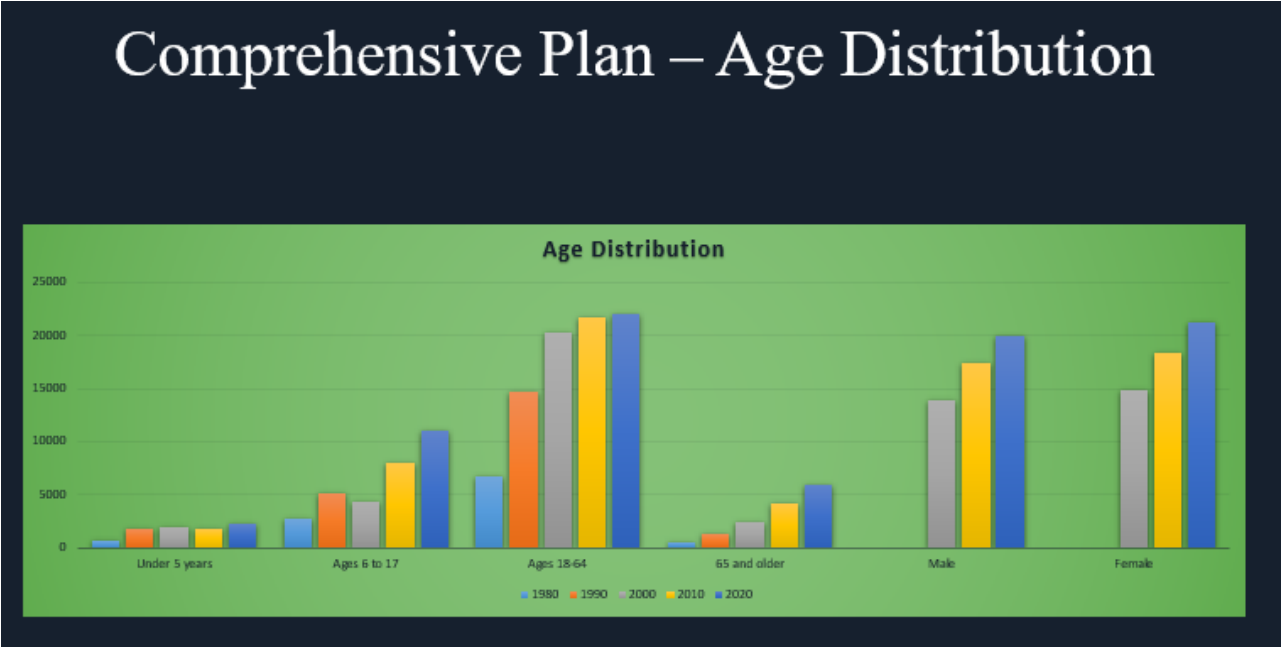
A. Receive and discuss an update regarding the City of Friendswood Comprehensive Plan.

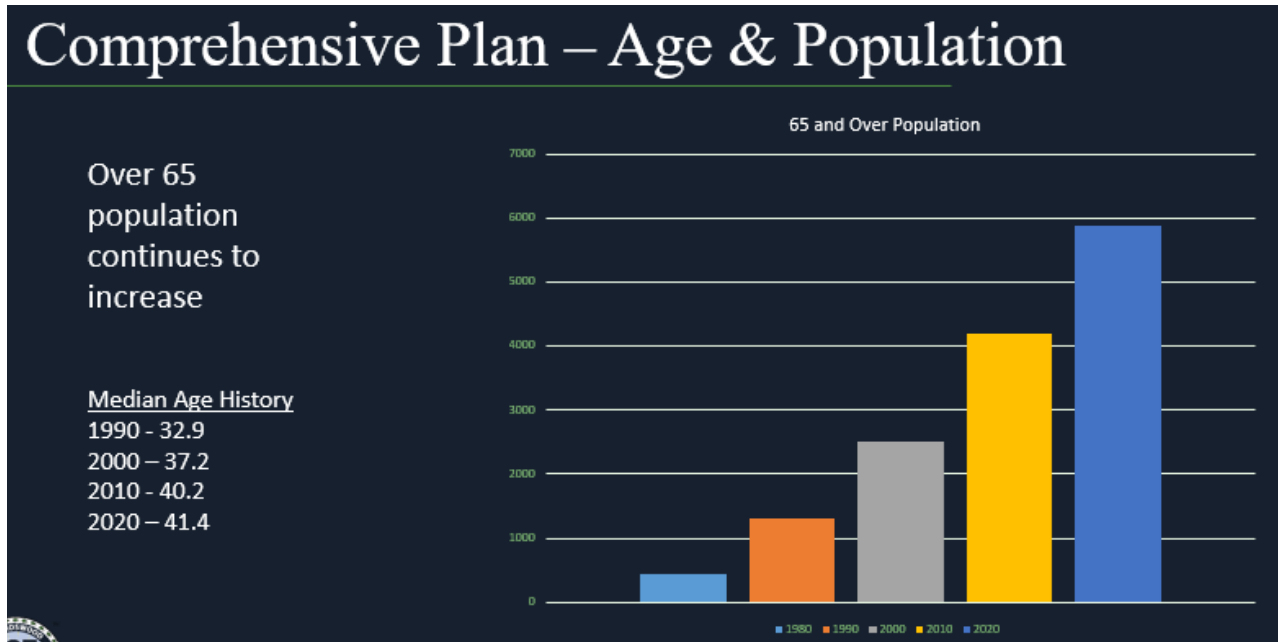
Director of Community Development Aubrey Harbin presented the item and stated that staff is updating the City's Comprehensive Plan, which is a process that they started about a year and a half ago. She noted that in 2021, staff worked on updating the City's Future Land Use Map (FLUM) and that process included multiple town halls and public meetings before being placed on Council for final review and approval of the final map. Ms. Harbin noted that the FLUM is just one piece of the Comprehensive Plan, and now that the final map is approved, staff is now working on updating all of the related written policies.

Ms. Harbin stated that in 2022, staff began updating the written portions of the plan, but have had to wait on the 2020 census data, which was a little delayed. Staff started gathering data on its own and using these unofficial numbers to begin updating the plan. She stated that the information will be presented to the subcommittee for their review, along with staff, in order to establish proposed policies for Council's review and approval.

Ms. Harbin stated that the City's Comprehensive Plan as of December 2021, shows that the City has 1884 undeveloped acres, which is not a lot of land, with 62% of that being zoned Single-Family Residential, 25% of it being zoned Downtown District and Planned Unit Development; i.e., both Mixed-Use Districts, about 4.5% is zoned Business Park and Office Park District, 14% is zoned CSC Neighborhood Commercial, and the remaining 18%, is zoned Light Industrial, and Industrial. Ms. Harbin noted that as people drive around town today, a lot of things do not look the same, and the empty lots are filling in quickly.

As it relates to the City’s population, the new 2020 population is 41,213, which is a 15% increase from 2010. However, she noted that this is the City’s lowest increase since 1900, but also noted that historically the largest population increases were the result of annexations, and the City is now landlocked. Ms. Harbin showed the Council the following charts showing different data points in comparison with adjacent cities:

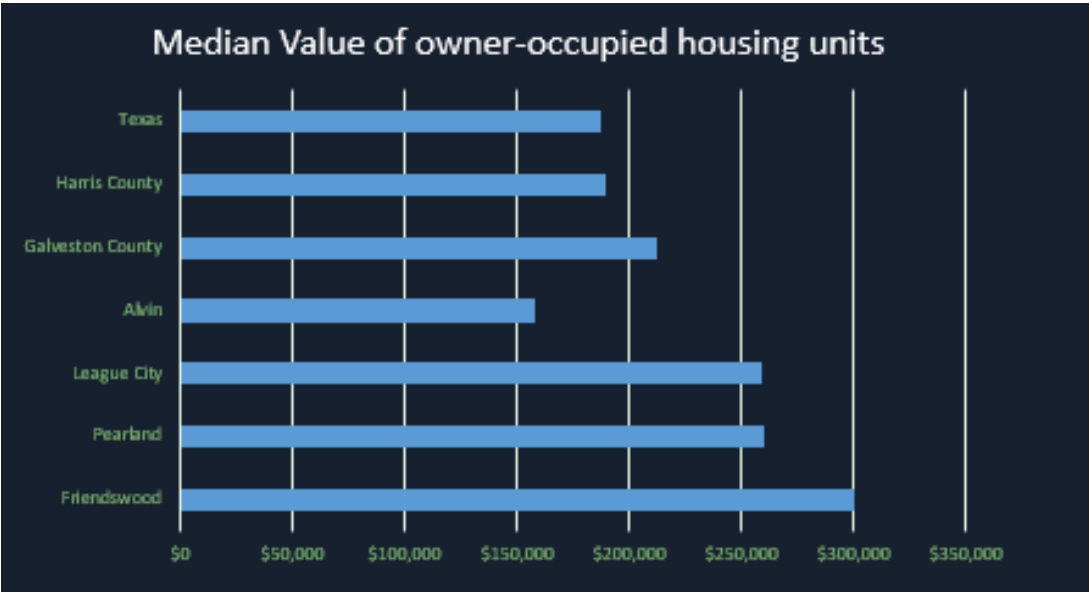




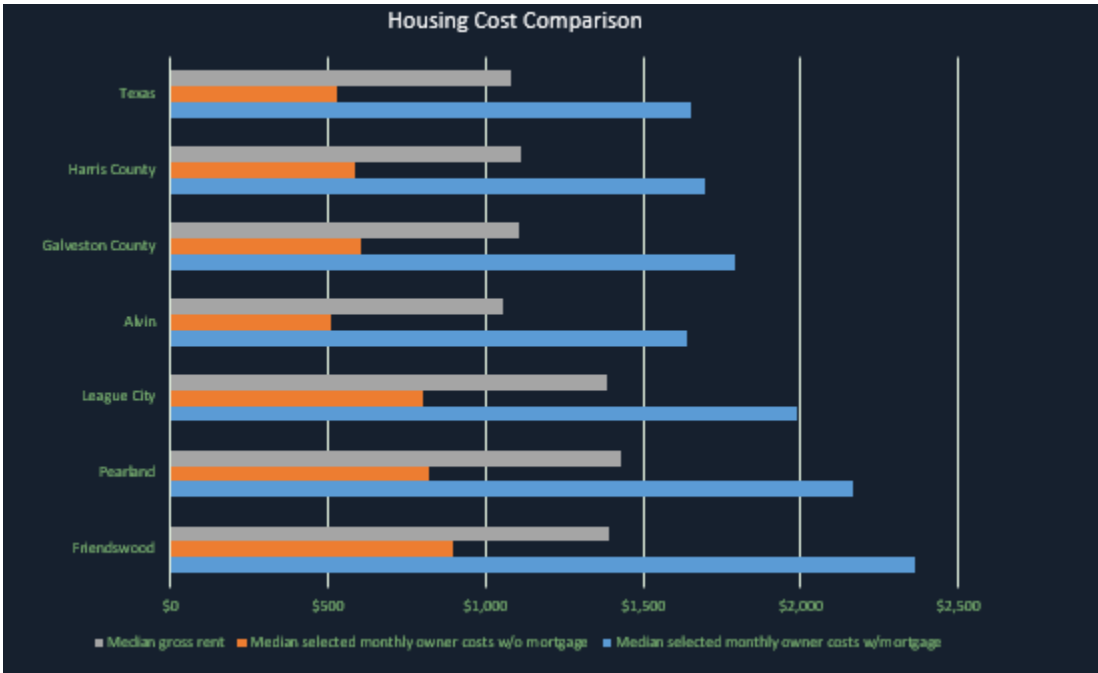
Ms. Harbin stated that the City's median income is now \$108,135, which is up from \$99,780 in 2010. She noted that this amount is very comparable to League City and Pearland.



She noted that as it relates to housing the City's median value for housing is \$300,100, and showed the Council the following slide:

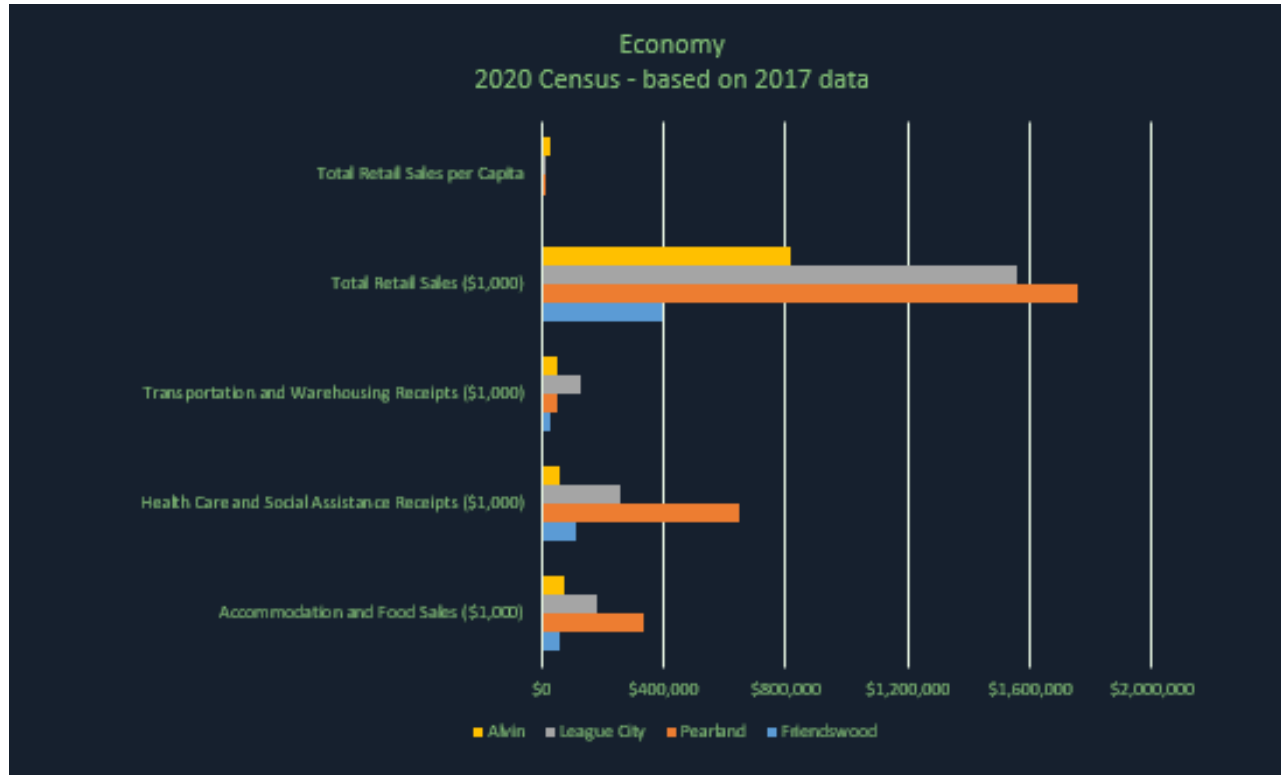


Additionally, there are three housing cost comparisons categories related to median, gross rent. She noted that (1) Friendswood is number two to Pearland, (2) the median selected owner cost without a mortgage is \$899 and (3) the median selected monthly costs with a mortgage is \$2363.



Ms. Harbin stated that as it relates to the labor force, the City’s total workforce is 20,499 people, with 75% of that being white collar, which includes management, business financial, computer mathematical, architecture, engineering, legal education, office administrative support, and in other categories; 15% are blue collar; and 10% is services. She also noted that the City’s unemployment is about 10% of the labor force, which is about 2070 people.

In regard to the City's economy, Friendswood is the lowest in all categories except for health care and social assistance. She noted that an interesting thing about the City of Alvin for that for its population of only 27,098, its retail sales per capita is pretty amazing. Ms. Harbin clarified that these different retail categories in the chart show the amount of money taking place in the city limits and are based on 2017 data.



Ms. Harbin stated that in regard to education attainment, the City is most comparable to League City and Pearland in this category. She noted that all three cities are about 95 to 96% for high school graduates; and 48-49% Bachelor's degrees, compared to Galveston County at 89.6% High School, and 32.1% Bachelor's; Harris County at 81.8% of High School, 32.3% Bachelors; and the State of Texas at 84.4% for High School and 30.7% for Bachelor's degrees.

Ms. Harbin also stated that the comparisons with the neighboring cities was not always fair as the neighboring cities are either larger or much smaller than Friendswood, so she did a comparison with cities in Texas that has similar demographics as Friendswood and selected Hurst, Texas, Schertz, Texas, and Coppell Texas. The comparison chart is listed below:

Comparison of other Texas cities with Similar Population

	Hurst, Tx	Schertz, Tx	Friendswood, Tx	Coppell, Tx
Population (2020)	40,413	42,002	41,213	42,983
Persons 65 years and over, percent	16.9%	13.4%	14.3%	8.9%
Median value of owner-occupied housing units	\$ 209,000.00	\$ 223,400.00	\$ 300,100.00	\$ 414,000.00
Households	14,340	14,853	13,540	15,231
High school graduate or higher, percent of persons 25 years and older	89.4%	94.8%	96.0%	97.6%
Bachelor's degree or higher, percent of persons 25 years and older	32.5%	37.2%	48.1%	69.5%
Total accommodation and food services sales, 2017	\$ 167,613.00	\$ 80,480.00	\$ 58,828.00	\$ 114,545.00
Total retail sales (2017)	\$ 1,350,011.00	\$ 426,737.00	\$ 399,427.00	\$ 1,821,560.00
Median household income	\$ 64,441.00	\$ 84,527.00	\$ 108,135.00	\$ 128,476.00

Upon completing the review of the comparative data, Ms. Harbin noted that the next part of the Comprehensive Plan is the inventory of the City's community facilities, which are the following:

Facility	SQFT	Year Built	# Employees
City Hall	22,320	1994	46
Activity Building*	6,300	1983	3
Public Safety Building	26,108	2008	101
Animal Control	6,695	2013	4
Blackhawk	36,890	1992	61
Library	15,520	1979	22

Ms. Harbin stated that in her observations, she believed the Public Safety Building, Animal Control, Blackhawk and the Library to be pretty sufficient. She noted that the Activity Buildings needs some attention, either in part or a complete replacement. There are some repairs or renovations scheduled for the Blackhawk facility for the creation of office spaces for Public Works, Engineering, Parks Maintenance Division, a shop area and later an emergency shelter.

She also noted that the Public Safety Building, Phase 2 is currently underway, and Fire Station 2 was demoed and is being rebuilt with three bays and a training facility. She noted that the City's four fire stations are pretty evenly placed throughout the city for responsive time and coverage.

Ms. Harbin stated the next steps in the plan include incorporating the Parks Master Plan, the Drainage Plan and the Utility Master Plan, which will all be submitted to the Planning and Zoning Commission who will use this data to establish policies and proposed goals for the future that will have to be approved by the Council.

Councilmember Hanks stated that when she first got on Council, they discussed doing an update to the City's vision and goals which had a price tag of \$75,000 to hire someone for that process, and she appreciated that the City decided not to that. She also commended Ms. Harbin for doing a great job and noted that the information provided was a good needs assessment and looks forward to the proposed goals. Mr. Kabiri stated that once the draft is complete, it will be shared with the subcommittee, and then ultimately brought to the citizens in the form of town hall and charette formats for input and discussions before bringing the plan to Council for approval.

Councilmember Branson stated that the proposed plan and process is great as it has been over 20 years since the last update.

In response to Councilmember Griffon's question of what kind of timeline this plan would take, City Manager Morad Kabiri stated that it would be about 18 to 24 months as there are a lot of moving parts that staff is attempting to undertake in addition to regular duties and operations. It was noted that in the future, staff may consider getting outside help with this item.

Mayor Foreman thanked Ms. Harbin, her staff and the Planning and Zoning Commission for all their work on the Comprehensive Plan.

B. Receive and discuss an update on the City's Water System Improvements Project.

Director of Engineering Jil Arias presented the item and stated that over a year ago, the City kicked off its Water System Improvements Project, which was meant to take a comprehensive look at the City's water system. The City's consultant Garver has been working with the City in reviewing the City's water system, its processes and procedures, the manner in which the infrastructure is maintained, as well as in the creation of a water model. Mr. Wade Parks with Garver will provide the Council with an update on the project as well as take any feedback that Council may have.

Mr. Wade Parks with Garver began his presentation by thanking the Engineering Department and Public Works Department for providing a ton of institutional knowledge and helping them prepare something eventful and purposeful for the City.

Mr. Wade stated that they completed wire-to-water tests that go into the City's booster pump stations as well as condition assessments of the surface water plants. He noted that the pumps were physically tested at different operational ranges in order to see how they can be ramped up and ramped down and everything performed well, even though there was one pump that was being worked on at the time. Mr. Wade also noted that for the condition assessment summary they went to every water plant and every tank and noted that none of the assets are at a point where they are just going to fail tomorrow.

In response to a question from Council Member Griffon what does BRE mean? Mr. Wade noted that's your risk exposure. The BRE is the score rating of your risk exposure.

Mr. Wade also noted that for the water system assessment report they met with city staff every month to make sure that they correct and relevant information for the report. He noted that the report summary includes the following sections: Introduction, Existing Water System, Population and Demand Projections, Facility Conditions Assessments, Hydraulic Model Development and Calibration, Water

System Assessment and Capital Improvements Program. He also went over the evaluation criteria for the report which focused on ensuring that the staff's desires to maintain its high level of service to the citizens. The evaluation criteria included the following:

Criteria	Limiting Source	Description
Minimum Pressure	TCEQ	35 psi
Total Storage	TCEQ	200 gallon per connection
Elevated Storage	TCEQ	100 gallons per connection (>80 ft above highest service)
Pump Capacity	TCEQ	Peak hourly demand with the largest pump out of service (0.6 gpm per connection if >200 gallons/connection elevated storage)
Minimum Water Line Size	Friendswood DCM	6" (1 hydrant), 8" (>1 hydrant)
Dead-end Lines	Friendswood DCM	8" to second-to-last hydrant, then 6" (not to exceed 800 ft)
Fire Flow Rate	Friendswood DCM	IBC Table B105.1, 1,000 gpm minimum residential, 1,500 gpm minimum commercial
Fire Flow Pressures	TCEQ	Minimum pressure of 20 psi
Maximum Flow Velocity	AWWA (guideline)	5 ft/s (guideline to identify hydraulic constraints)
Maximum Head Loss Gradient	AWWA (guideline)	7 ft/1,000 ft for smaller pipes (diameter < 16 inches) 3 ft/1,000 ft for larger pipes (diameter ≥ 16 inches)

In the inventory portion of the assessment, the big takeaway is that the City has a lot of 8-inch and 6-inch pipes throughout the city, and outside of this, there was nothing too noteworthy.

Mr. Wade stated that they also worked with the Community Development Department in order to identify the City's growth areas in order to assess how the existing system is performing now and will perform in future. He noted that the big takeaway on this item relates to the City's storage. He stated that he believed that the City's storage capacity is great, and the City has all the water it needs. Mr. Wade also stated that he understood that the City was in negotiations with acquiring more water supply, but the City's total source water required by TCEQ is exceeding with the current City of Houston water contract and the existing groundwater wells.

In regard to the water storage, the City has enough elevated storage tanks and ground storage tanks to meet TCEQ requirements. The same is true with pumping capacity, as the combination of the City's two pump stations exceed the TCEQ pumping capacity requirement.

Mr. Wade stated that on the maximum velocity, there are some pressure issues as the water comes across Clear Creek because the water has to overcome moving into a smaller pipe to get it to the rest of the city.

He further noted that there is good coverage throughout the city; however, there are some smaller segments in the water system that should funds be available could be upsized to help address some of those flow issues.

Mr. Wade stated that the big takeaway of the City's water quality is that for certain parts of the city where it takes a long time for the water to get over to the south, during the really hot months, i.e., June, July and August, sometimes the water can sit in an elevated storage for too long and result in some chlorine residual. This is an issue that staff has been working to address and have some good short-term changes while they work towards a long-term solution.

Mr. Wade stated that Garver's proposed improvement is a progressive system to maximizes the city's budget and reduce stranded capital by breaking up improvements into bite-size pieces.

Mr. Wade, in response to question regarding the location of elevated copper and lead levels in the water noted that that tends to happen in the older parts of the city, mostly around the Downtown area; however, none of those levels have resulted in a violation with TCEQ. Mr. Wade further noted that the from 2019 to the present the City has zero TCEQ violations.

Mr. Wade stated that the City's existing system limitations are the following:

- Transmission Capacity across Clear Creek and Chigger Creek is Limited
 - South Water Plant 2 discharge pressures >80 psi is required to maintain at least 10% volume in EST 2 and prevent low pressure events; and
 - EST 1 and EST 2 operate with up to a 15-foot HGL difference.
- Pumps at the Surface Water Plants are designed for different head conditions
 - South Water Plant 1 BEP = 3 MGD at 140 ft TH (currently operates near the BEP), and
 - South Water Plant 2 BEP = 6 MGD at 200 ft TH (currently operates near minimum speed).

He further stated that the recommended improvement goals are the following:

- Reduce high headloss and velocity through existing 16-inch Clear Creek Crossing,
- Reduce maximum system pressure to below 80 psi,
- Maintain minimum system pressure above 45 psi,
- Reduce EST 1 and EST 2 HGL difference to 4 feet or less, and
- Increase system resiliency.

Mr. Wade stated again that their focus was to maximize the dollars that the City has invested in the community and has given the staff a playbook to address issues as opportunities are identified. The report is being reviewed by staff now and they include detailed design and construction phase for recommended rehabs and projects; including the:

- Full rehabilitation of Tank Rehab of Water Plant No. 4 Ground Storage Tank-1, estimated cost of \$426,800,
- Full rehabilitation of Water Plant No. 3 Ground Storage Tank-1, estimated cost of \$421,500,
- Replacement of Ground Storage Tank 1, estimated cost of \$1,254,000, and

- Full rehabilitation of Ground Storage Tank-2, estimated cost of \$421,500.

Councilmember Branson noted that the proposed rehabilitation costs more than what the City has available at this time, does the report have a phased approach for the suggested rehabilitation. Mr. Wade responded that the plan package does include a phased approach and can be tackled based on the City's budget needs.

Councilmember Branson asked if it was too late or cost prohibitive to add an additional crossing over Clear Creek to the plan. Mr. Wade stated that that item is part of one of their goals and the plan includes a proposed new 24-inch water line parallel to the existing water line in order to add another redundancy and help meet the City's level of service.

City Manager Morad Kabiri stated that the existing line across Clear Creek is location at FM 2351 in Clear Creek and reminded the Council that the Friendswood water system is a function of subsidence regulations. Mr. Kabiri noted that when the city first developed, it worked off of groundwater wells and plants located strategically throughout the community which worked on a pressure plane. When the City was forced to convert to surface water, the staff at that time, thirty or so years ago, evaluated the options and secured water rights with City of Houston which is sourced out of the Trinity River. Thus, all the City's water, the vast majority of the water consumed and utilized comes from the Southeast Water Purification Plant. Mr. Kabiri further noted that now that the water has to be pumped to the farthest reaches of the town, the pressure plane does not work as effectively. He further noted that the City does not have a choice and must use surface water, and there is no other source of surface water that's cost-effective that can help get water to the southern end of town to provide that pressure plane as all those rights have already been committed.

Council Member Griffon asked where the City of Alvin got its surface water. Mr. Kabiri responded that the City of Alvin uses groundwater and can draw water out of the ground as Friendswood did many years ago. He further noted that Alvin is in Brazoria County and is still under subsidence regulation; however, the State of Texas has recently issued subsidence regulations for Brazoria County but they're lagging behind Friendswood by about 25 years.

Mayor Foreman thanked Mr. Wade for his report and thanked staff for all their hard work on this item.

9. APPOINTMENT POLICY

- A. Consider an ordinance on the first reading repealing Chapter 2 "Administration," Article II "Boards, Committees and Commissions"; Chapter 10 "Animals," Article VII "Animal Shelter Advisory Committee"; and Chapter 46 "Library," Article II "Friendswood Public Library," Section 46-19 "Board of Trustees" of the Friendswood City Code; amending Chapter 14 "Buildings and Building Regulations," Article I "In General," Section 14-3 "Construction board of adjustment and appeals"; Article II " Building Code," Section 14-24 "Amendments to International Building Code"; " Article III " Electrical Code," Division 2 "Appeals," Section 14-93 "Appeal of decisions by the building official or inspector"; Article IV " Plumbing Code," Section 14-253 "Amendments"; Article V "Mechanical Code," Section 14-275 "Amendments"; Article VI "International Fuel Gas Code," Section 14-300 "Amendments"; and Article X " Residential Code" Section 14-389 "International Residential Code for One-and Two-Family Dwellings adopted," Subsection (b) of the Friendswood City Code; and amending Chapter 2**

"Administration" of the Friendswood City Code to add a new article to be numbered and entitled Article II "Boards, Committees, and Commissions" to codify all of the City's boards, committees, and commissions and update the references to such boards, committees and commissions.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Erenwert to approve the first reading of a proposed ordinance (1) repealing Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code; (2) replacing the same with a new Article II "Board, Committees and Commissions; and (3) repealing and/or amending other sections of the Friendswood City Code in order to include all standing boards and commissions in the same article of the Code and to update references to such committees contained throughout the Code. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider a resolution updating the Appointment Policy for Boards, Committees, and Commissions.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Resolution No. R2022-30 as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AN APPOINTMENT POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES OF THE CITY; REPEALING RESOLUTION NO. R2021-22 AND ALLOTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

10. CITY MANAGER'S REPORT

A. Receive an update on the City receiving a City-County Communications & Marketing Association Award.

City Manager Morad Kabiri presented the item and stated that Ms. Katy Blanchard from the City Manager's Office won first place in the Graphic Design Category from the City-County Communications & Marketing Association (3CMA) for her design of the Fairy Trail at Stevenson Park map. Mr. Kabiri congratulated Ms. Blanchard and all staff involved in this great recognition.

B. Receive an update on the City hosting a Texas City Manager's Association Region 6 meeting.

City Manager Morad Kabiri presented the item and stated that Friendswood hosted the September luncheon for the Texas City Managers Association Region 6 meeting at the Friendswood Library. He noted that there were 21 area city manager professionals represented, and they received a 2023 legislative update from Representative Greg Bonnen and Representative Ed Thompson. Mr. Kabiri thanked the staff in the City Manager's Office and the Library for their support and coordination on this event.

C. Receive a Public Safety Update from the Friendswood Police Department.

City Manager Morad Kabiri presented the item and gave the Council the following data related to the City's public safety:

Almost every category of crime is down in 2022, compared to 2021. The numbers reflected are through August 31, 2022. Aggravated Assaults are down 67%, Simple Assaults are down 12% and Intimidation offenses are down 36%.			
Offense	2021	2022	Increase/Decrease
Aggravated Assault	9	2	-67%
Simple Assault	89	78	-12%
Intimidation	33	21	-36%
Sex-related offenses such as rape have increased. There were 3 sexual assaults reported in 2021; compared to 9 in the same period in 2022. It is important to note that these are not acts committed by strangers. They are either familial or are incidents involving high-school age victims who know their offenders.			
Burglary reports remain steady with 24 incidents being reported in both 2021 and 2022 by the close of August.			

D. Receive an update to recognize Samantha Haritos for being accepted into the American Public Works Association (APWA) Emerging Leaders Academy.

City Manager Morad Kabiri presented the item and stated that Deputy Director of Engineering Samantha Haritos was accepted into the Emerging Leaders Academy by the American Public Works Association. He noted that this is a year-long national program that provides intensive leadership and management training within the context of Public Works and was the only person selected from the State of Texas. Mr. Kabiri congratulated Ms. Haritos for this distinction.

11. BUSINESS ITEMS

A. Consider authorizing the City Manager to execute a Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.

This item allows the Council to authorize an amendment to the contract for the volunteer pension program that FVFD provides for their volunteer membership. The change will increase the current pension by \$24.00 per month per volunteer, moving the pension amount from \$108.00 to \$132.00 per month per volunteer.

The costs for this increase are incorporated within the FVFD annual budget as currently proposed, as such signing this amendment does not further increase city costs. The City's FY 23 adopted budget includes funding for the FVFD contract inclusive of the volunteer pension increase.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to authorize the City Manager to execute a Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider authorizing a Professional Services Agreement with HDR Engineering, Inc., for engineering services related to the Blackhawk Boulevard Reconstruction Phase II-B Project.

This item approves a Professional Services Agreement for HDR Engineering, Inc., to perform engineering services related to the Blackhawk Boulevard Reconstruction Phase II-B Project.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Erenwert to authorize a Professional Services Agreement with HDR Engineering, Inc., for engineering services related to the Blackhawk Boulevard Reconstruction Phase II-B Project. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

Other:

The item passed unanimously.

C. Consider ratifying the License Agreement with Friendswood Lakes Homeowners Association, Inc., to erect wrought iron safety and security fencing on Mossy Stone Drive at Friendswood Lakes Parkway.

This item approves the ratification of a license agreement with the Friendswood Lakes Homeowners Association, Inc., in order for them to erect wrought iron safety and security fencing on Mossy Stone Drive at Friendswood Parkway (formerly "Friendswood Lakes Boulevard"). As part of the fence will be on City property, a license agreement for private use of the right-of-way is required.

During the design of Friendswood Parkway, a tie-in at Mossy Stone onto the Parkway was omitted: (1) at the request of the HOA; and (2) to address drainage issues. There are no plans at this time to tie that intersection to the Parkway.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to ratify a License Agreement with Friendswood Lakes Homeowners Association, Inc., to erect wrought iron safety and security fencing on Mossy Stone Drive at Friendswood Lakes Parkway. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

12. RESOLUTIONS & ORDINANCES

A. Consider a resolution adopting a Facility Naming Policy to update the criteria and procedures for naming City facilities in honor or in memory of a person, organization, or entity.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Resolution No. R2022-31 as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING A FACILITY NAMING POLICY; AND PROVIDING AN EFFECTIVE DATE.

B. Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood Chamber of Commerce Holiday Lighted Parade on FM 518.

A motion was made by Councilmember Scott and seconded by Councilmember Harks to approve Resolution No. R2022-32 as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2022-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD CHAMBER OF COMMERCE HOLIDAY LIGHTED PARADE; AND PROVIDING AN EFFECTIVE DATE.

13. CONSENT AGENDA

Councilmember Griffon requested that agenda items 13.A. and 13. F. be removed from the Consent Agenda and considered separately.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 13.B-E, G and H. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

- B. Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2022-2023.**
- C. Consider approving a banner permit application for the Starlight Outreach and Rescue to advertise its "Dogtoberfest Event."**
- D. Consider a resolution designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2023 General Assembly and Board of Directors.**

RESOLUTION NO. R2022-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE CITY OF FRIENDSWOOD'S REPRESENTATIVE AND ALTERNATE TO THE GENERAL ASSEMBLY OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2023; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- F. Consider approving the ad valorem tax report for August 2022.**
- G. Consider approving the minutes of the City Council Special Meeting, held on August 29, 2022.**
- H. Consider approving the minutes of the City Council Regular Meeting held on September 12, 2022.**

Mayor Foreman called for the consideration of agenda items 13.A. and 13.B.

- A. Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program.**

Councilmember Griffon stated that this agreement allows the City to team up with the Subsidence District to donate retrofit kits to the elementary school kids for the Water-Wise programs, along with a set curriculum for water conservation, and he did not think the City of Friendswood needed to be in the business of indoctrinating kids in elementary school on this issue. Councilmember Griffon voiced his opposition to this item. Councilmember Griffon asked what the costs of this agreement was, City Manager Morad Kabiri responded that the City pays \$19,000, and also receives surface water credits for TCEQ, which the City has luckily never had to use.

A motion was made by Councilmember Rockey and seconded by Mayor Foreman to approve an interlocal agreement with the Harris-Galveston Subsidence District to participate in the WaterWise Conservation Program. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, and Councilmember Sally Branson.

Nays: Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

The item passed.

I. Consider authorizing an Economic Development Contract with Bay Area Houston Economic Partnership.

Councilmember Griffon asked what the costs of this agreement was, City Manager Morad Kabiri responded that the City pays \$17,000 a year. Councilmember Griffon stated that asked what the benefits were of being a member of BAHEP as he had not seen anything beneficial for the City of Friendswood and was wondering if the \$17,000 membership was something that he wanted to support moving forward.

Councilmember Scott stated that this has been a topic of discussion for many years and noted that there have been some misconceptions over the past years over what is BAHEP's intent to help Friendswood. He stated that he is not in support of commercial development inside the City of Friendswood; however, he does support good commercial development in the region that requires top talent. He stated that BAHEP has done a good job of promoting the Bay Area, which ultimately helps Friendswood continue to flourish into a great community where these high paying workers want to live.

Councilmember Rockey stated that he supported Councilmember Scott's comments and noted that BAHEP has helped bring better, higher quality, higher paying jobs to the whole area, which means people can afford higher housing and they want to live in Friendswood because of the great schools and the low crime rate.

Councilmember Hanks and Mayor Foreman made similar comments supporting the BAHEP agreement and its related services. Councilmember Griffon stated that he appreciated everyone's comments and noted that he needed to hear those points-of-view.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to authorize an Economic Development Contract with Bay Area Houston Economic Partnership. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

14. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the October 3, 2022, 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: November 7, 2022

Date submitted: 10/27/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on October 26, 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 City Council Special Meeting held on October 26, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 10 26 CC SP Meeting Minutes (DRAFT)

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
OCTOBER 26, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, OCTOBER 26, 2022, AT 5:30 P.M. IN THE BAKER CONFERENCE ROOM, FRIENDSWOOD PUBLIC LIBRARY, LOCATED AT 416 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	Councilmember
John Scott	Councilmember
Brent Erenwert	Mayor Pro Tem
 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 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by City Manager Morad Kabiri.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

There were no reports.

5. PUBLIC COMMENT

No one signed up to speak.

6. DISCUSSION

A. Receive and discuss a presentation regarding a proposed development project for the 3800 block of FM 528.

City Manager Morad Kabiri presented the item and introduced the Friendswood-based commercial developer Louis Tannos with Tannos Development Group, LLC, who gave a general overview of his proposed development.

Mr. Tannos noted that he is proposing a true mixed-use development in the form of a PUD. The development would include high-end multi-family development with a park, lake, boutique hotel, office space and nationwide companies. He noted that he was trying to create a space where young people professionals can work, live, play and shop in Friendswood. The multi-family would be upscale of no more than 500 units with a lot of green space, fire pits, and spaces for activities. The hotel would be a high-end boutique style facility with no more than 150 rooms, meeting/event spaces and the hospitality group working with Mr. Tannos is also local and has a vested interest in having only the best product in the city. The park would be developed with trails, lighting, and various other amenities. Once the park is developed, Mr. Tannos stated that he would bequeath it to the City for continued maintenance and any terracing projects needed along Clear Creek. The retention pond would be developed as a stocked fishing lake, there is more than ample parking planned throughout the planned development and the placement of the buildings will not impact traffic flows on FM 528 and will meet the alcohol distance requirements between the neighboring school and church.

Mr. Kabiri noted that the City would need to create a TIRZ or Tax Increment Reinvestment Zone to support the development and gave a general overview of how a TIRZ works and how it would not impact the City's tax rate. He also noted that they will re-engage Harris County to see if they would like to participate in this TIRZ, and stated that under state law, school districts are no longer allowed to participate in these types of reinvestments zones.

The Council generally supported the project and voiced some reservations on the hotel and the multi-family aspects of the project but were open to see how the PUD came together. Mr. Tannos stated that he would begin working with staff on his PUD application in tandem with the closing on the purchase of the subject property.

7. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the October 26, 2022, City Council Special Meeting at 6:28 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: November 7, 2022

Date submitted: 10/25/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider an Economic Development Agreement with Tannos Development Group, LLC, for the construction of a mixed-use development at 408 S. Friendswood Drive.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to consider an Economic Development Agreement with Tannos Development Group, LLC, for the construction of a mixed-use development at 408 S. Friendswood Drive.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 Tannos, Development Group - Econmic Development Agreement
2. Government Code Verifications Form