



**CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 9, 2023 – 5:30 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 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.

5. 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.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive and discuss the annual report from the Friendswood Historical Society.

7. PROPOSED FLUM AMENDMENT AND ZONING MAP AMENDMENT CONCERNING 4.621 ACRES LOCATED ON W. EDGEWOOD DR./FM2351

A. Conduct public hearings, regarding a tract of land located along W. Edgewood Drive/FM 2351, being a 4.621-acre tract of land out of Lot 2, in Block 1 of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas, concerning (i) an amendment to the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to Low-Density Residential and (ii) a request for a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning District to a Single-Family Residential Dwelling District (SFR).

B. Consider an ordinance amending the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to Low-Density Residential and amending the official zoning map to make a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning District to a Single Family Residential (SFR) for a tract located on W. Edgewood Dr/FM 2351, being a 4.621-acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Friendswood, Galveston County, Texas.

8. PROPOSED FLUM AMENDMENT AND ZONING MAP AMENDMENT CONCERNING PROPERTY LOCATED AT 110 HUNTERS LANE

- A. Conduct public hearings regarding property located at 110 Hunters Lane, Friendswood, Galveston County, Texas, concerning (i) an amendment to the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to High-Density Residential and (ii) a request for a zone classification change from a Community Shopping Center Zoning District (CSC) to a Multi-Family Residential – Medium-Density District (MFR-M).
- B. Consider an ordinance amending the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to High-Density Residential and amending the official zoning map to make a zone classification change from a Community Shopping Center (CSC) District to a Multi-Family Residential – Medium Density (MFR-M) District for the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas.

9. PROPOSED ZONE CLASSIFICATION CHANGE REQUEST FOR A SPECIFIC USE PERMIT (SUP) FOR NAICS USE #8131 RELIGIOUS ORGANIZATIONS

- A. Conduct a public hearing regarding a Specific Use Permit (SUP) to allow for NAICS Use #8131 "Religious Organizations" (the underlying Single-Family Residential Dwelling District (SFR) will remain) on property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.
- B. Consider an ordinance regarding a Specific Use Permit (SUP) to allow for NAICS Use #8131 "Religious Organizations" (the underlying Single-Family Residential Dwelling District (SFR) will remain) for the property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.

10. WORK SESSION

- A. Receive and discuss an update regarding the Exxon/Hines Development to be located on approximately 159 acres along Wilderness Trail and extending towards the Falling Leaf/Baker Road area.

11. CITY MANAGER'S REPORT

- A. Present the City of Friendswood Employee Service Awards.
- B. Present an update regarding the City of Friendswood Annual Tree Give Away, now called the Friendswood Arbor Day Event.
- C. Present an update regarding Friendswood being voted a Top 5 Neighborhood for Families in Houston.

12. BUSINESS ITEMS

- A. Consider accepting the Official Newspaper Bid (2022-14) of Wood Land Publishing, Inc., d/b/a Reporter News, and approving a resolution designating such newspaper as the official newspaper of the City of Friendswood.
- B. Consider approving an Architectural Design Services Agreement with McLemore Loung Architects for design and engineering services for a conceptual design of the City Council Chamber Remodel Project (RFQ 2022-16), which will be funded through restricted PEG (public, educational and governmental) fee reserves.
- C. Consider authorizing a contract with the Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the City.

- D. Consider authorizing a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, d/b/a OMNIA Partners, Public Sector, and Communities Program Management, LLC, d/b/a U.S. Communities.
- E. Consider approving a contract with Southwest Solutions Group for an evidence storage solution for the evidence room at the Public Safety Building through Omnia Partners.
- F. Consider awarding the 2020 Lift Station Mitigation Package 2 / Harvey Lift Station Repairs and Mitigation Project to McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc. (Bid No. 2022-22).
- G. Consider authorizing the Second Amendment to the Standard Form of Agreement -- Engineering with Garver, LLC, for engineering and technical services pertaining to the design, bidding and construction of (i) the Clear Creek Crossing Project and (ii) the Ground Storage Tank and Pump Improvements at Surface Water Plant #1 Project.

13. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment III" and providing for supplemental appropriation and/or transfer of certain funds.

14. CONSENT AGENDA

- A. Consider an ordinance amending Chapter 2 "Civil Emergencies," Article I "In General," Section 22-1 "Definitions"; Article II "Emergency Management," Section 22-24 "Authority to participate in countywide emergency management plan," Section 22-25 "Emergency management director," Section 22-27 "Organization," Section 22-29 "Expenditure of public funds," and Section 22-30 "Oath of personnel assigned functions or responsibilities"; and Article III "Assistance to Counties and Other Cities," Section 22-58 "Authority of city officials to furnish assistance" and Section 22-59 "Rights and duties of officers" of the Friendswood City Code; and repealing Chapter 22 "Civil Emergencies," Article II "Emergency Management," Section 22-58 "Interlocal agreement adopted" of the Friendswood City Code; to update definitions, duties, authority and references for emergency management activities.
- B. Consider authorizing the First Amendment to the Lease Agreement with the Friendswood Community Church, d/b/a the Harbor, to extend the agreement for a six-month period.
- C. Consider authorizing the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General Election to be held on May 6, 2023.
- D. Consider authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General Election to be held on May 6, 2023.
- E. Consider appointing Mr. Mark Crawford to the Friendswood Library Advisory Board to complete the unexpired three-year term left by Ms. Kathy Molinaro commencing immediately and ending on June 30, 2025.
- F. Consider accepting the Avalon at Friendswood Section Two Public Utilities Construction Project, and the commencement of the contractor's one-year maintenance period.
- G. Consider authorizing the final acceptance of the Friendswood Trail Boulevard Extension Public Paving and Water Line Improvements Project at the completion of the contractor's one-year maintenance period and release of the maintenance bond.
- H. Consider approving the ad valorem tax report for November 2022.
- I. Consider approving the minutes of the City Council Regular Meeting held on December 5, 2022.

15. EXECUTIVE SESSIONS

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding Cause No. 01-20-00398-CV; *City of Friendswood v. Tostado*, in the Court of Appeals for the First District of Texas at Houston.
- B. Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

16. DISCUSSION AND POSSIBLE ACTION

- A. Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

17. 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
5th day of January 2023, at 5:30 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: January 9, 2023

Date submitted: 11/23/2022

Prepared by: Karen Horner, City Attorney

Subject: Receive and discuss the annual report from the Friendswood Historical Society.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pursuant to the contract with the Friendswood Historical Society (the "Society") for the maintenance and preservation of historical sites in the City, the Society is required to make an annual report to the City Council outlining the extent of its efforts in the following areas:

1. maintenance of historical grounds, buildings and markers within the city limits;
2. collection and maintenance of pertinent information regarding the history and heritage of the community of Friendswood;
3. dissemination of information regarding historical facts, findings, and heritage of the community of Friendswood; and
4. the annual event held to celebrate the history and heritage of the community of Friendswood.

Mr. Dave Smith will be in attendance at this meeting to present this annual report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 Friendswood Historical Society Annual Report
2. 2023 Budget Historical Society

2022 Friendswood Historical Society Annual Report

Thank you for your support of the Friendswood Historical Society, it has been a year of tradition and rejuvenation.

Our many activities included the post Covid reopening of our museums, and the enlistment and training of a new class of docents. Both of our museums are now open. They can be visited by the public the first Saturday of each month from 10 AM to 2 PM. Special tours are available by appointment. This schedule is coordinated with the Friendswood High School Museum at the old junior high school site. A big thank you to Barbara Holt and Sally Branson for planning, organizing and implementing the new class of docents for the museums' opening. We have over 25 new volunteers who have gone through the training required to host the museums.

This year the historical society again held a traditional ice cream social at the Quaker's Friends Church across from the Perry House. In conjunction with the Friends of Downtown Friendswood Association, the Friendswood High School Art Club and Keep Friendswood Beautiful the Society hosted over 300 people who enjoyed the traditional fellowship and the Blue Bell Ice Cream (chocolate mint is still the favorite).

Halloween always provides us an opportunity to further educate the community in a fun way during our Historween celebration. We coordinated a Spook House with the Friendswood High School Business Professional Association and Student Council. Folks were taken on a hayride and a walk through the Friends Church cemetery to meet some of the historical Friendswood figures who were buried there. This year visitors were "treated" to a special production at the Perry House. Thanks to our own Steve Rockey who researched and wrote a one act play which tells the true to life story of our founder Frank J. Brown during his time as a Buffalo hunter. The play centers on the historically documented Indian battle at Adobe Walls Texas which included famous historical figures such as Quanah Parker and Bat Masterson. This production was enjoyed by our visitors at Historween this year and will continue to be available for future generations to learn about our community's history.

The Society was fortunate to be invited by the Heritage Gardeners to take part in the Christmas Home Tour. We decorated and opened both Museums to the public for the tour. Despite the weather, dozens of visitors enjoyed a rare opportunity to see both new and historic homes for the holidays.

In addition to the many physical projects we completed on both museums in keeping up their condition, the Historical Society once again held its annual Christmas tree lighting. This year the children from Friends Church provided traditional carols, the Heritage Gardeners provided traditional gingerbread, and the Sasser family provided the Wassail. Santa Claus provided the magic.

As an all-volunteer organization, we strive to keep the heritage of our community in the hearts and minds of the Friendswood Community. We look forward to your continued support.

Friendswood Historical Society Board of Directors
Dave Smith

Friendswood Historical Society 2023 Budget

Revenue

\$ 700.00	Museum donations
\$ 2,000.00	Membership dues
\$ 2,500.00	Ice Cream Social Sponsorships
\$ 1,500.00	Histoween Sponsorships
\$ 15,000.00	City of Friendswood
\$ 21,700.00	Total Revenues

Expenses

\$ 500.00	Tax Preparation
\$ 75.00	Chamber of Commerce membership
\$ 2,100.00	Utilities on Perry home
\$ 1,100.00	Utilities on Brown Museum
\$ 4,400.00	Lawn care for Musuems
\$ 50.00	Printing
\$ 600.00	Histoween expenses
\$ 2,000.00	Museum maintenance
\$ 1,200.00	Museum cleaning
\$ 2,200.00	Ice Cream Social Event
\$ 270.00	Tree lighting expenses
\$ 75.00	Postal box
\$ 130.00	data base and Email service
\$ 3,500.00	Insurance Windstorm
\$ 3,500.00	Insurance Hazard
\$ 21,700.00	Total expenses

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: January 9, 2023

Date submitted: 12/19/2022

Prepared by: Karen Horner, City Attorney

Subject: Conduct public hearings, regarding a tract of land located along W. Edgewood Drive/FM 2351, being a 4.621-acre tract of land out of Lot 2, in Block 1 of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas, concerning (i) an amendment to the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to Low-Density Residential and (ii) a request for a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning District to a Single-Family Residential Dwelling District (SFR).

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item provides for a public hearing on each of the following:

1. FLUM Amendment.

The adopted Future Land Use Map ("FLUM"), a component of the Friendswood Comprehensive Plan, acts as a guide for development, redevelopment and daily decision-making. Unlike the City's Official Zoning Map, which assigns a specific use to each parcel, the land use categories within the FLUM outline a general development pattern that Friendswood desires to achieve. One of the consequences of a particular FLUM category is that only certain zoning districts would be supported and would be suitable within each FLUM land use narrative. The subject area for this FLUM review and analysis is generally located along FM 2351/W Edgewood Drive west of S. Friendswood Drive. The subject property is located between the following FLUM land use categories:

- Retail,
- High-Density Residential, and
- Low-Density Residential.

The City's Community Development Department has reviewed this proposed amendment and recommends approval of the same. This item allows the City Council to obtain public input concerning the proposed amendment of the FLUM.

and

2. Zoning Map Amendment

The zone change request for this property is to change the zoning to Single-Family Residential Dwelling District (SFR) from Planned Unit Development 2014-32, which was approved to allow three buildings for memory care, assisted living, and independent living of seniors.

Over the years, there have been multiple zone changes on this tract, including the following:

Year	Zoning District	Ordinance No.
1970	Single Family Residential	
1983	Multi-Family Residential	83-24
1999	Single Family Residential	99-20
2008	Business Park	2008-40
2014	Business Park and Single-Family Residential	2014-32
2014	Planned Unit Development	2017-12

The proposal is to develop a residential subdivision of approximately 9-12 lots. The tract has direct access to FM 2351/W Edgewood Drive and is situated between a variety of zoning districts. To the south and west are Single-Family Residential Dwelling Districts (SFR) properties. To the northeast is Mobile Home-Residential District (MHR) and to the north is a small tract zoned Community Shopping Center District (CSC).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by 4.621 acres, which is not in line with the Future Land Use Map priorities, which identifies this tract developing as retail/commercial; approval of this request would require an amendment to the Future Land Use Map.

RECOMMENDATIONS

The Planning and Zoning Commission voted 7-0 on a motion to approve the requested zone change. See attached Recommendation Memo for full recommendation.

ATTACHMENTS

1. Application_W Edgewood Dr
2. Deed_W Edgewood Dr
3. Metes & Bounds Description_W Edgewood Dr
4. Aerial Map_W Edgewood Dr
5. Location Map_W Edgewood Dr
6. Zoning Map_W Edgewood Dr
7. FLUMap_W Edgewood Dr
8. Rezoning Report W Edgewood Dr SFR
9. PZ Rec Memo 4.6 ac W Edgewood Dr 12-16-2022



City of Friendswood – Community Development

910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: (PUD) 2014-32

TYPE OF ZONE CHANGE (check one):

- ☒ Land Use Change to Zone: SFR ☐ Specific Use Permit Option 1
☐ Planned Unit Development Option 1 ☐ Specific Use Permit Option 2
☐ Planned Unit Development Option 2 SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 4.6212 ACRES on FM 2351
Platted Land – Plat Name: ABST 151 S MCKSSICK SUR PT Lot: 2 (2-3) Block: 1
Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Bay Area Parrtners, LLC Phone: _____
Owner's Mailing Address: 1919 Orchard County Ln
City: Houston State: TX Zip: 77062 Fax: _____
Owner's Email Address: _____

AGENT'S NAME : Jason Ritchmond Phone: 713-545-7694
Agent's Mailing Address: 11144 Fuqua Street #1114
City: Houston State: TX Zip: 77089 Fax: _____
Agent's Email Address: Ritchmond57@yahoo.com

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

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

Authentisign
Owner's Signature: David Flamer, Principle Bay Area Partners, LLC Date: 10/18/22
Authentisign
Agent's Signature: H. Jason Ritchmond Date: 10/18/22

Received By: <u>Becky Bennett</u>	Application Number: <u>2022-6056</u>
Date of Public Hearing: <u>12-8, 1-9-23</u>	Received Date: <u>10-31-2022</u>
Property Owner Notices: <u>11-23</u>	Newspaper Notice: <u>11-14</u>
	Sign on Property: <u>11-23</u>

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

**GENERAL WARRANTY DEED
(Cash)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

THAT THE UNDERSIGNED, FM 2351 DEVELOPMENT COMPANY, LLC, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto BAY ARE PARTNERS, LLC, herein referred to as "Grantee," whether one or more, the real property described on attached Exhibit "A."

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Galveston County, Texas.

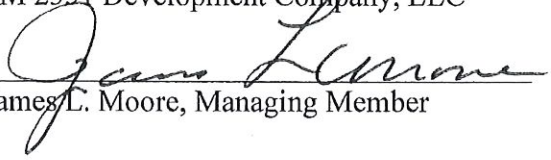
TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 14 day of June, 2017.

09-171787PG

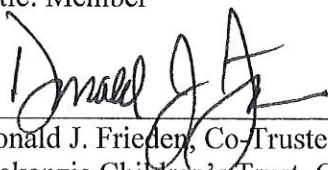
FM 2351 Development Company, LLC


James L. Moore, Managing Member

FM 2351 Development Company, LLC

By: Marshall-Makenzie I Family Limited Partnership,

Title: Member


Donald J. Frieden, Co-Trustee of Marshall
Makenzie Children's Trust, General Partner

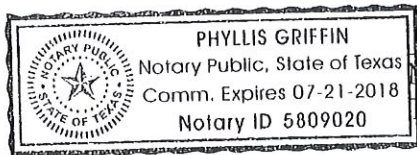
Grantee's Address:

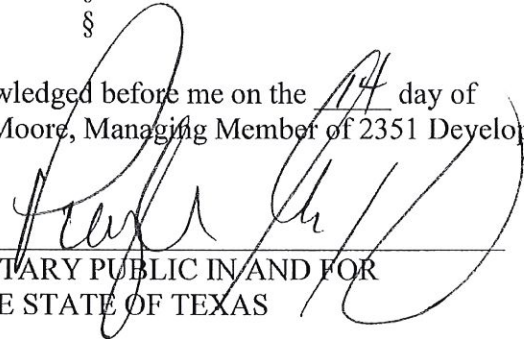
THE STATE OF TEXAS

COUNTY OF HARRIS

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The foregoing instrument was acknowledged before me on the 14 day of June, 2017, by James L. Moore, Managing Member of 2351 Development Company, LLC.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

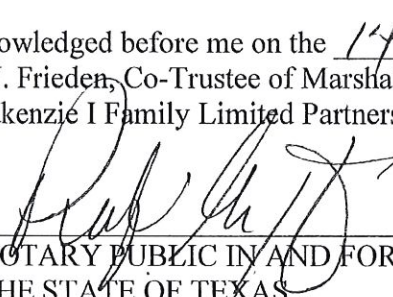
THE STATE OF TEXAS

COUNTY OF

ARRIS

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The foregoing instrument was acknowledged before me on the 14 day of June, 2017, by Donald J. Frieden, Co-Trustee of Marshall Makenzie Children's Trust, General Partner for Marshall-Makenzie I Family Limited Partnership, Member of FM 2351 Development Company, LLC.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

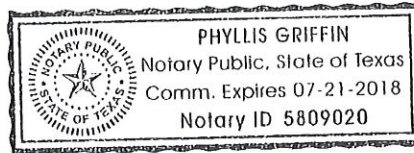


EXHIBIT "A"

A 4.6212 Acre tract of land out of Lot Two (2), in Block One (1), of FRIENDSWOOD, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas, according to the map or plat thereof as recorded in Volume 238, Page 14 and in Volume 254, Page 37, transferred to Volume 254-A, Page 18 and Volume 254-A, Page 4, respectively later indexed to Plat Record 7, Map Number 20 and Plat Record 7, Map Number 21, respectively, of the Map Records of Galveston County, Texas, and being more particularly described by metes and bounds as follows-

COMMENCING at the North corner of Lot 2, in Block 1, of said FRIENDSWOOD on the center line of F.M. 2351 (called West Edgewood Drive) 100 feet wide;

THENCE South 45 degrees 00 minutes 00 seconds East, along the Northeasterly line of said Lot 2, a distance of 50 00 feet to a 1/2 inch iron rod found at the PLACE OF BEGINNING on the Southeast right-of-way line of said F M. 2351, from which bears a found 1 inch iron pipe North 89 degrees 02 minutes East - 1.8 feet,

THENCE South 45 degrees 00 minutes 00 seconds East, continuing along the Northeasterly line of said Lot 2, a distance of 610.00 feet to a 1/2 inch iron rod found for the East corner of this herein described tract of land, from which bears a 3/8 inch iron rod found North 36 degrees 37 minutes East - 1.4 feet;

THENCE South 45 degrees 00 minutes 00 seconds West, along the Northwest line of a 16.632 acre tract of land as described under Galveston County Clerk's File No. 2005046128, a distance of 330.00 feet to a 1/2 inch iron rod found at the South corner of this herein described tract of land;

THENCE North 45 degrees 00 minutes 00 seconds West, across said Lot 2, a distance of 610.00 feet a 1/2 inch iron rod found on the Southeast right-of-way line of F M. 2351, from which bears a found 3/8 inch iron rod North 45 degrees 00 minutes East - 1 7 feet,

THENCE North 45 degrees 00 minutes 00 seconds East, along the Southeast right-of-way line of F.M. 2351, a distance of 330.00 feet to the PLACE OF BEGINNING and containing 4.6212 acres of land, more or less.

FILED AND RECORDED

Instrument Number: 2017036174

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 06/15/2017 10:29AM

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

METES AND BOUNDS DESCRIPTION
A 4.621 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1
OUT OF THE SARAH MCKISSICK SURVEY,
ABSTRACT 151, IN
GALVESTON COUNTY, TEXAS

A 4.621 ACRE TRACT OF LAND OUT OF LOT TWO (2), IN BLOCK ONE (1), OF FRIENDSWOOD, A SUBDIVISION OUT OF THE SARAH MCKISSICK SURVEY, ABSTRACT 151, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 238, PAGE 14 AND IN VOLUME 254, PAGE 37, TRANSFERRED TO VOLUME 254-A, PAGE 18 AND VOLUME 254-A, PAGE 4, RESPECTIVELY LATER INDEXED TO PLAT RECORD 7, MAP NUMBER 20 AND PLAT RECORD 7, MAP NUMBER 21, RESPECTIVELY, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS-

BEGINNING AT THE NORTH CORNER OF TRACT DESCRIBED SAID CORNER ALSO BEING THE WEST CORNER OF A TRACT CONVEY IN DEED RECORDED UNDER G.C.C.F. NO. 2016070187, ALSO BEING ON THE SOUTHEAST LINE OF SAID FRIENDSWOOD ON THE CENTER LINE OF F.M 2351 (CALLED WEST EDGEWOOD DRIVE) 100 FEET WIDE;

THENCE: S 48° 14' 47" E, ALONG THE NORTHEASTERLY LINE OF SAID TRACT DESCRIBED, ALSO BEING ON A COMMON LINE OF TRACTS CONVEY IN DEED RECORDED UNDER G.C.C.F. NO. 2016070187 AND NO. 8238860, FOR A DISTANCE OF 610.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND,

THENCE: S 41° 45' 13" W, ALONG THE COMMON LINE OF A TRACT OF LAND AS DESCRIBED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2007A-103, FOR A DISTANCE OF 330.00 FEET TO A 5/8 INCH IRON ROD SET WITH CAP STAMPED "PRIME TEXAS" AT THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE: S 48° 14' 47" E, ACROSS SAID LOT 2, A DISTANCE OF 610.00 FEET A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF FRIENDSWOOD ON THE CENTER LINE OF F.M 2351 (CALLED WEST EDGEWOOD DRIVE) 100 FEET WIDE;

THENCE: N 41° 45' 13" E, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF F.M. 2351, A DISTANCE OF 330.00 FEET TO A 5/8 IRON ROD FOUND ON THE NORTHEAST CORNER ON SAID TRACT ALSO BEING THE PLACE OF BEGINNING AND CONTAINING 4.621 ACRES OF LAND, MORE OR LESS.

A STANDARD SURVEY OF
A 4.621 ACRE TRACT OF LAND OUT OF
LOT 2, BLOCK I
FRIENDSWOOD
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN MAP NO. 20 PAGE 04
OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS

BLAIR LAND SURVEYING CO.
FIRM NUMBER 10194648



10-27-22

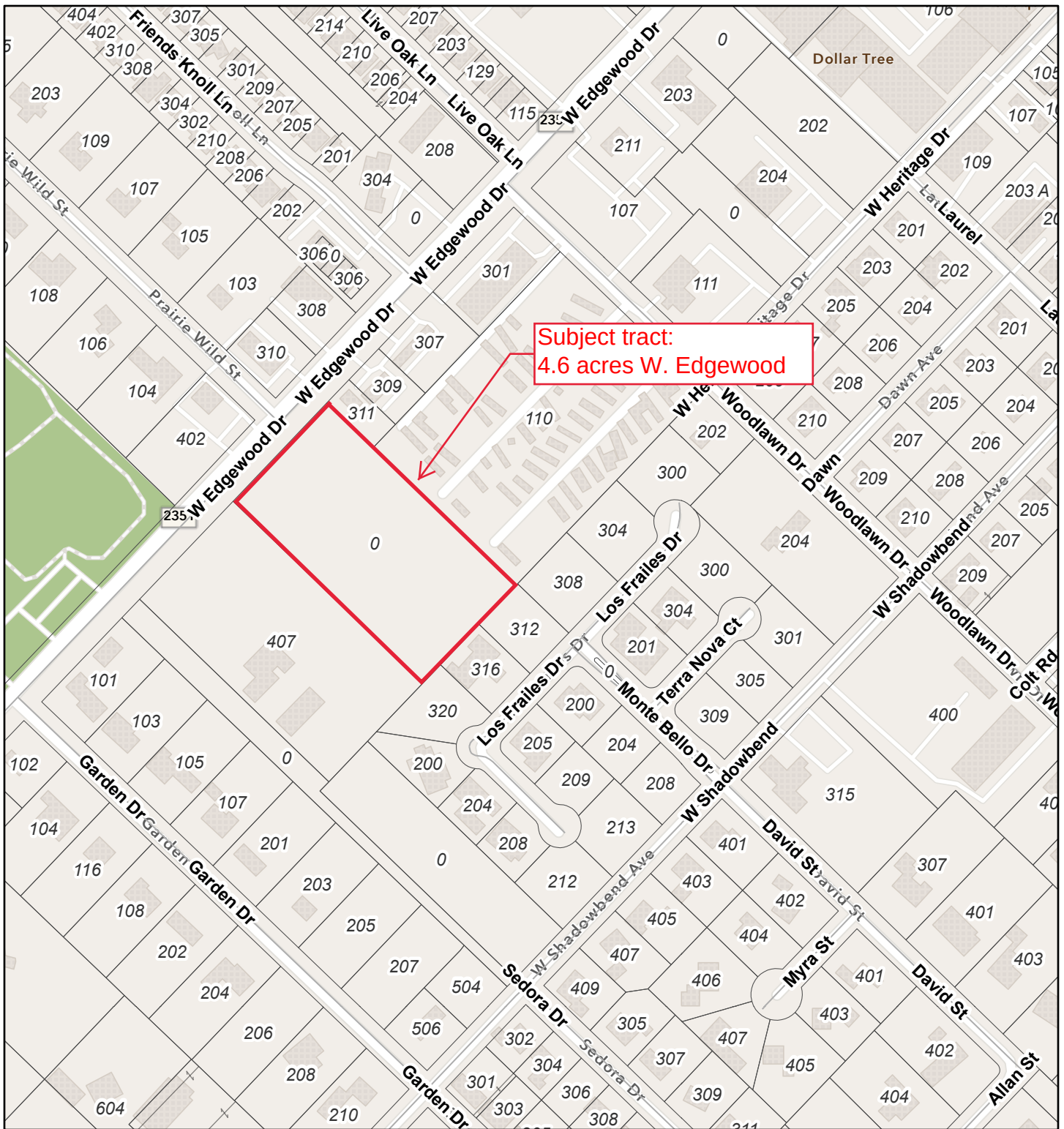
I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER
EXCEPT AS SHOWN.
MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND
AT THE TIME OF THE SURVEY. THERE ARE NO ENCROACHMENTS APPARENT
STEPHEN RODRIGUEZ R.P.L.S. No. 5325

PRIME TEXAS SURVEYS
FIRM NO. 10133000
JOB NO. 191193
OCTOBER 27, 2022

Subject tract:
4.6 acres W. Edgewood

City of Friendswood Staff
Houston- Galveston Area Council
Page 18 of 320

Friendswood, Texas



11/10/2022, 7:45:18 AM

 City Limits

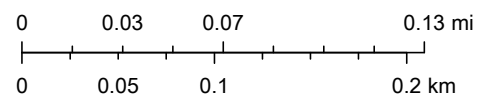
— Streets

— Galveston_County- Lot_Lines

 Parcels

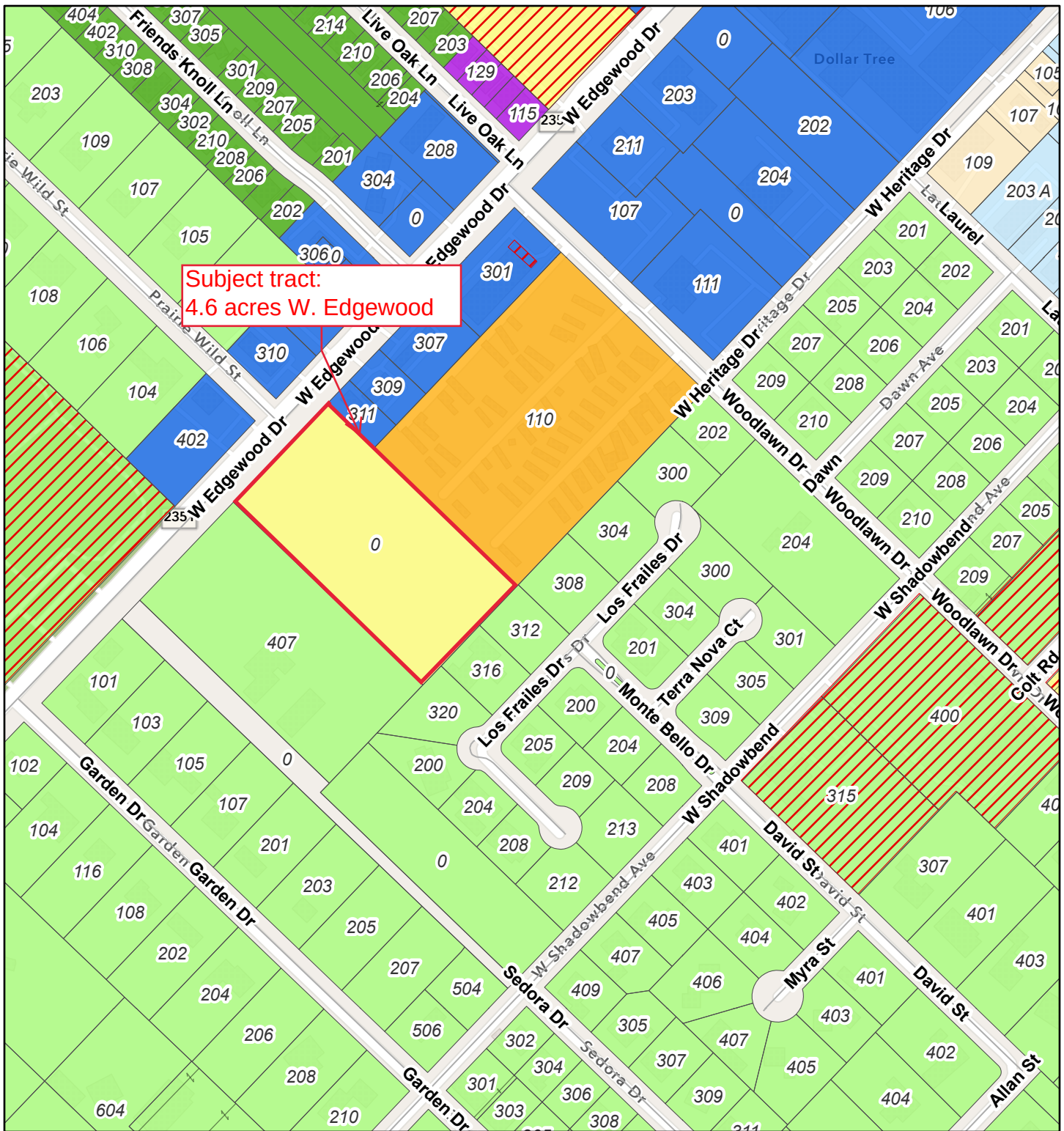
Parcels Owner Information

1:4,514



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Friendswood, Texas

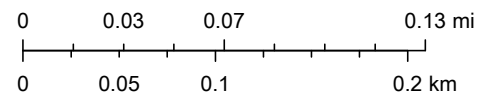


Subject tract:
4.6 acres W. Edgewood

11/10/2022, 7:49:12 AM

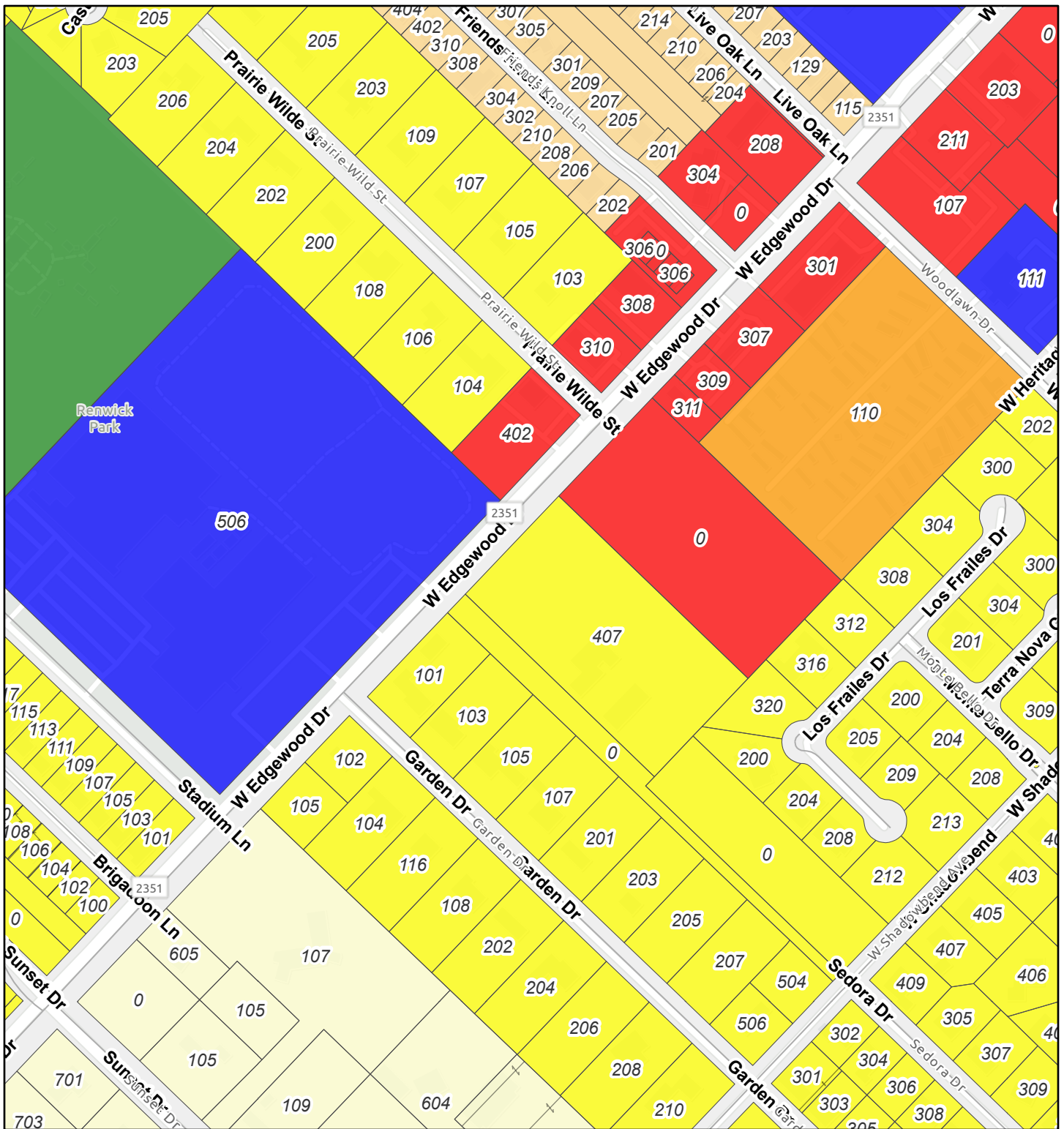
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- City Limits
- Streets
- Galveston County - Lot Lines
- Parcels
- Parcels Owner Information
- Specific Use Permits
- CSC
- DD
- LI
- GHD
- MFR-H
- MHR



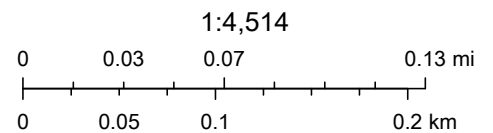
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Friendswood, Texas



11/10/2022, 10:02:32 AM

- City Limits
- Streets
- Galveston County - Lot Lines
- Parcels
- Parcels Owner Information
- Future Land Use Adopted 2021
- SFR- Estate
- Low Density
- Garden Homes
- High Density Residential
- Retail
- Parks



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City of Friendswood Staff

Rezoning Report

November 2022

Project: Sorento Builders

Address: 4.6 acres on West Edgewood Drive (between Garden Dr. and Woodlawn Dr.)

Legal: A 4.621 acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas, according to the map or plat thereof as recorded in Volume 238, Page 14 and in Volume 254, Page 37, transferred to Volume 254-A, Page 18 and Volume 254-A, Page 4, respectively later indexed to plat record 7, map number 20 and plat record 7, map number 21, respectively, of the map records of Galveston County, Texas.

Request: A zone classification change request to change from a Planned Unit Development (PUD) 2017-12 to Single Family Residential (SFR).

Zoning Ordinance, Appendix C

A. *SFR, residential, general purpose and description.* The SFR, Single-Family Residential Dwelling District, is restricted to single-family dwellings, up to 2.7 units per acre, and to related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly convenient, and attractive residential area. Single-family residential areas shall be protected from higher density residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.

1. Area and height regulations. Area and height regulations in an SFR district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the SFR district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an SFR district are set forth in subsection P of this section, permitted use table.

Existing Use/Site Attributes:

The site is currently undeveloped land.

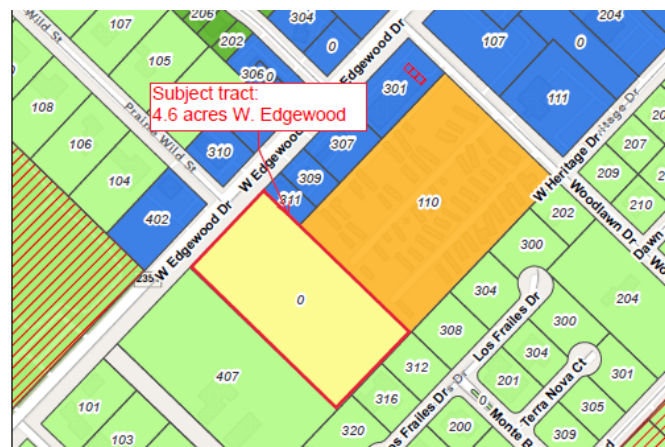


City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Planned Unit Development (PUD) 2014-32 to construct three buildings for memory care, assisted living, and independent living of seniors. Over the years, there have been multiple zone changes on this tract, including the following:

1970	Single Family Residential	
1983	Multi-Family Residential	83-24
1999	Single Family Residential	99-20
2008	Business Park	2008-40
2014	Business Park and Single Family Residential	2014-32
2017	Planned Unit Development	2017-12



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is situated between a variety of zoning districts. To the south and west are Single-Family Residential (SFR) properties. To the northeast is Mobile Home-Residential (MHR) district and a small tract zoned Community Shopping Center (CSC) to the north.

Platting Analysis:

The property will need to be platted prior to development of a residential subdivision.

Planning Analysis:

The current zoning of the Planned Unit Development (PUD 2017-12) would permit three buildings for memory care, assisted living, and senior independent living. The proposed zoning of Single Family Residential (SFR) could accommodate anywhere from one to twelve single family lots.

Notice of the public hearings was published in the newspaper; a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The 2021 Future Land Use Map identifies the site as a “Retail” use. If the zone classification change is approved, the Future Land Use Map will also be amended.

Infrastructure/Service Delivery Impacts**Storm Water Management and Floodplain Issues:**

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

City of Friendswood water and sewer are existing and available.

Access:

The property has existing direct access from West Edgewood Drive (FM 2351), which is a Texas Department of Transportation (TxDOT) right-of-way. Any type of improvements within the right-of-way will required TxDOT approval.

Park/Open Space:

Parkland Dedication will apply for each residential unit.

Memo

To: Mayor and City Council

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

Date: December 16, 2022

Re: A zone classification change request to change from Planned Unit Development (PUD) 2017-12 to Single Family Residential (SFR) for a tract located on W. Edgewood Drive/FM 2351 (a 4.621-acre tract of land)



At the Planning and Zoning Commission meeting held December 8, 2022, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 7-0 on a motion to approve the requested zone change.

The current Planned Unit Development (PUD) would allow for independent living, assisted living, and memory care units. The proposal is to develop the tract with a single subdivision consisting of approximately 9 to 12 lots with widths of 90 feet or more.

The property is surrounded mostly by residential properties, but is situated along FM 2351 with one commercial neighbor and several nearby commercial properties. This property has been rezoned six times since 1970 to support its development, but has remained vacant. In general, the Commission determined that although this property is shown as commercial on the Future Land Use Map, its location and characteristics make it a unique property that could be developed as either commercial or residential and fit into the area. One of the next-door neighbors attended the public hearing and expressed concerns about drainage and plans for landscaping.

The Planning and Zoning Commission unanimously recommends approval of this zone change request.

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: January 9, 2023

Date submitted: 11/10/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to Low-Density Residential and amending the official zoning map to make a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning District to a Single Family Residential (SFR) for a tract located on W. Edgewood Dr/FM 2351, being a 4.621-acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends:

1. the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to Low-Density Residential and
2. the official zoning map to make a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning District to a Single Family Residential (SFR)

for a tract located on W. Edgewood Dr/FM 2351, being a 4.621-acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Friendswood, Galveston County, Texas (the "Property").

FLUM Amendment

The adopted Future Land Use Map ("FLUM"), a component of the Friendswood Comprehensive Plan, acts as a guide for development, redevelopment and daily decision-making. Unlike the City's Official Zoning Map, which assigns a specific use to each parcel, the land use categories within the FLUM outline a general development pattern that Friendswood desires to achieve. One of the consequences of a particular FLUM category is that only certain zoning districts would be supported and would be suitable within each FLUM land use narrative.

The Property is generally located along FM 2351/W Edgewood Drive west of S. Friendswood Drive and is adjacent to the following FLUM land use categories:

- Retail
- High-Density Residential
- Low-Density Residential.

Amending the FLUM designation for the Property from Retail to Low-Density Residential will allow the Property to be zoned SFR.

Zoning Map Amendment

The requested zoning map amendment concerning Property seeks to change the zoning to Single-Family Residential Dwelling District (SFR) from Planned Unit Development (PUD) 2014-32, which was approved to allow three buildings for memory care, assisted living, and independent living of seniors.

Over the years, there have been multiple zone changes for the Property, including the following:

Year	Zoning District	Ordinance No.
1970	Single Family Residential	
1983	Multi-Family Residential	83-24
1999	Single Family Residential	99-20
2008	Business Park	2008-40
2014	Business Park and Single Family Residential	2014-32
2014	Planned Unit Development	2017-12

The current proposal is to develop a residential subdivision of approximately 9-12 lots. The tract has direct access to FM 2351/W Edgewood Drive and is situated between a variety of zoning districts. To the south and west are SFR properties. To the northeast is Mobile Home-Residential (MHR) District and a small tract zoned Community Shopping Center (CSC) District to the north.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by 4.621 acres, which is not in line with the Future Land Use Map priorities, which identifies this tract developing as retail/commercial; approval of this request would require an amendment to the Future Land Use Map.

RECOMMENDATIONS

ATTACHMENTS

1. Ordinance - Updating Comprehensive Plan Land Use Map & Official Zoning Map - W. Edgewood Drive
2. Exhibit A - Location Map for W Edgewood Dr

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP ("FLUM") CONCERNING A TRACT OF LAND LOCATED ALONG W. EDGEWOOD DRIVE/FM 2351, BEING A 4.621-ACRE TRACT OF LAND OUT OF LOT 2, IN BLOCK 1 OF FRIENDSWOOD, A SUBDIVISION OUT OF THE SARAH MCKISSICK SURVEY, ABSTRACT 151, IN GALVESTON COUNTY, TEXAS, TO CHANGE THE FLUM DESIGNATION FROM RETAIL TO LOW-DENSITY RESIDENTIAL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF 4.6212 ACRES LOCATED ALONG W. EDGEWOOD DRIVE/FM 2351, BEING MORE PARTICULARLY DESCRIBED AS A 4.621-ACRE TRACT OF LAND OUT OF LOT TWO (2), IN BLOCK ONE (1), OF FRIENDSWOOD, A SUBDIVISION OUT OF THE SARAH MCKISSICK SURVEY, ABSTRACT 151, IN FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM PLANNED UNIT DEVELOPMENT (PUD) 2017-12 TO SINGLE-FAMILY RESIDENTIAL DWELLING DISTRICT (SFR); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Friendswood Comprehensive Plan (the "Plan") assists City officials, staff and citizens in making sound decisions affecting the future growth and development of the City and the surrounding area; and

WHEREAS, the amendment of the Plan to update the Future Land Use Map contained therein concerning a tract of land located along W. Edgewood Drive/FM 2351, being a 4.621-acre tract of land out of Lot 2, in Block 1 of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas (the "Property"), has been reviewed by the City's Community Development Department (the "Department"); and

WHEREAS, a map depicting the location of the Property is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes; and

WHEREAS, on January 9, 2023, a public hearing was conducted at which the public was given the opportunity to give testimony and present written evidence regarding this amendment of the Friendswood Comprehensive Plan; and

WHEREAS, after receiving the Department's recommendation as well as the input received at the public hearing, the City Council desires to amend the Friendswood Comprehensive Plan to update the Future Land Use Map to better reflect future development within the boundaries of the City; and

WHEREAS, additionally, Bay Area Partners, LLC (the "Owner"), the owner of the Property, made application to the City to change the zoning classification of the Property from Planned Unit Development (PUD) 2017-12 to Single Family Residential (SFR); and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission filed with City Council, its written report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter of the City of Friendswood, the Friendswood City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

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

Section 1. All matters and facts set forth in the recitals above are found to be true, and are approved as the processes and procedures which the City Council of the City of Friendswood undertook and completed prior to the adoption of this ordinance.

Section 2. That the City Council of the City of Friendswood, Texas, hereby amends the Friendswood Comprehensive Plan to update the Future Land Use Map Concerning a tract of land located along W. Edgewood Drive/FM 2351, being a 4.621-acre tract of land out of Lot 2, in Block 1 of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas, to change the FLUM designation from Retail to Low-Density Residential.

Section 3. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Planned Unit Development (PUD) 2017-12 to Single-Family Residential Dwelling District (SFR). The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 4. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of the Property as described in Section 3 hereinabove.

Section 5. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. 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 9. This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of January, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

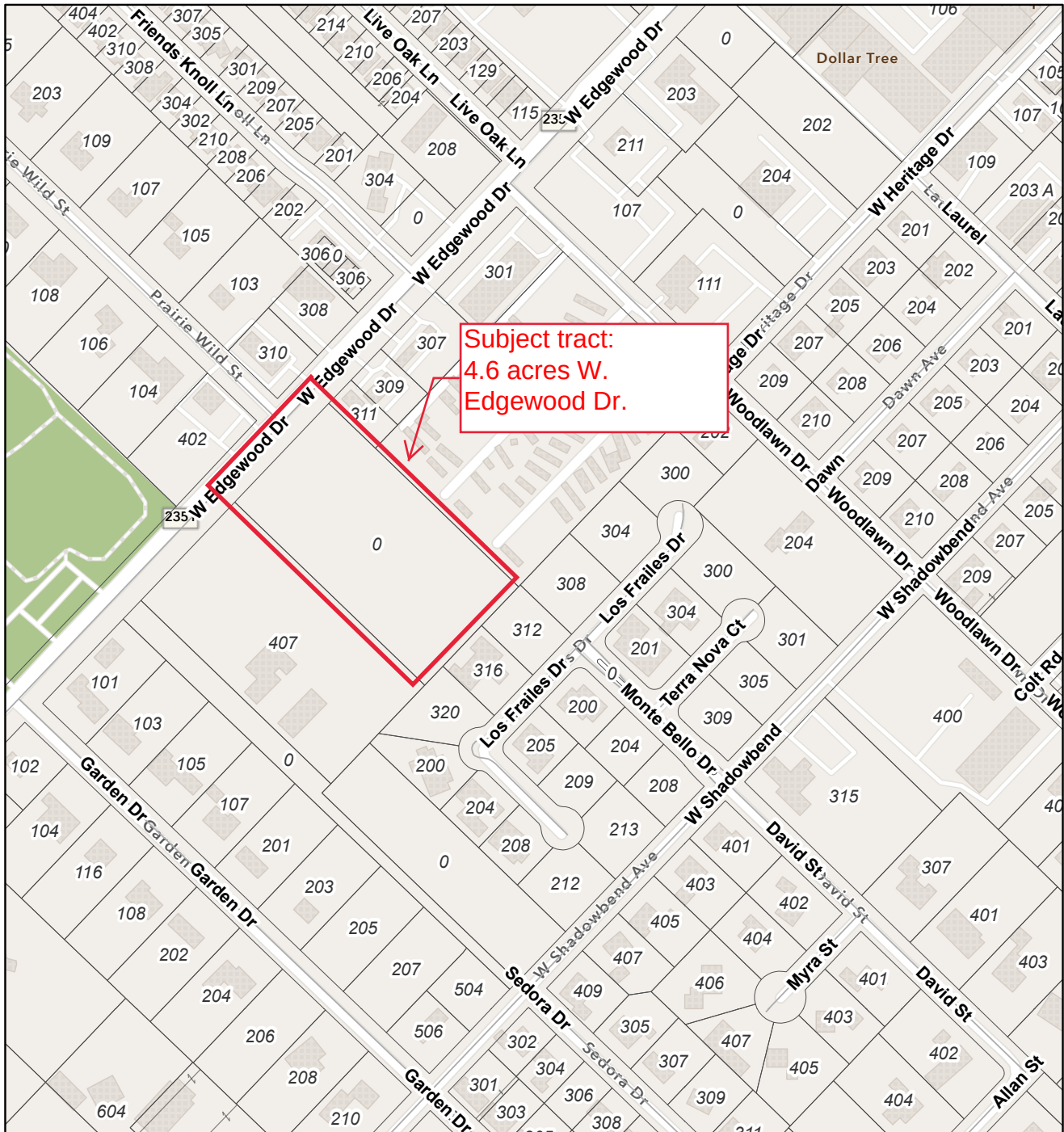
APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2023\01-09-2023\Ordinance - Updating Comprehensive Plan Land Use Map & Official Zoning Map - W. Edgewood Drive.docx

Exhibit "A"

Friendswood, Texas



11/10/2022, 7:45:18 AM



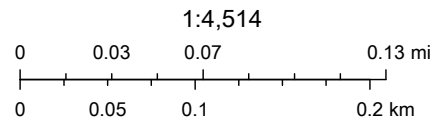
City Limits

Streets

Galveston_County-Lot_Lines

Parcels

Parcels Owner Information



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City of Friendswood Staff

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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: January 9, 2023

Date submitted: 12/19/2022

Prepared by: Karen Horner, City Attorney

Subject: Conduct public hearings regarding property located at 110 Hunters Lane, Friendswood, Galveston County, Texas, concerning (i) an amendment to the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to High-Density Residential and (ii) a request for a zone classification change from a Community Shopping Center Zoning District (CSC) to a Multi-Family Residential – Medium-Density District (MFR-M).

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item provides for a public hearing on each of the following:

1. FLUM Amendment

The adopted Future Land Use Map ("FLUM"), a component of the Friendswood Comprehensive Plan, acts as a guide for development, redevelopment and daily decision-making. Unlike the City's Official Zoning Map, which assigns a specific use to each parcel, the land use categories within the FLUM outline a general development pattern that Friendswood desires to achieve. One of the consequences of a particular FLUM category is that only certain zoning districts would be supported and would be suitable within each FLUM land use narrative. The subject area for this FLUM review and analysis is located at 110 Hunters Lane, which is a private road located off of S. Friendswood Drive, south of W. Parkwood Ave. and north of Chigger Creek. The subject property is located adjacent to the following FLUM land use categories:

- Retail and
- Low Density Residential.

The City's Community Development Department has reviewed this proposed amendment and recommends approval of the same. This item allows the City Council to obtain public input concerning the proposed amendment of the FLUM.

2. Zoning Map Amendment

This zone change request is to change 0.89 acres from a Community Shopping Center District (CSC) to a Multi-Family Residential -- Medium Density District (MFR-M). The reasoning for the change is to provide a buffer to the existing residential subdivision (Hunters Creek Estates) of residential units rather than additional commercial buildings. Development of the property being zoned CSC has proven to be somewhat difficult in that the depth of the tract limits visibility from FM 518. The MFR-M zoning district allows for 9 units per acre, so the 0.89-acre tract would accommodate a maximum of 9 units.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by .89 acres, which is not in line with the Future Land Use Map priorities. Conversely, the buffer of a residential development could be a better option for the existing residences versus a commercial building with the potential of having dumpsters and deliveries.

RECOMMENDATIONS

The Planning and Zoning Commission voted 5-1 (Commissioner Rives recused himself; Commissioner Hinkley opposed) on a motion to approve the requested zone change. See attached Recommendation Memo for full recommendation.

ATTACHMENTS

1. Application_110 Hunters Ln
2. Deed_110 Hunters Ln
3. Metes Bounds_110 Hunters Ln
4. Aerial Map_110 Hunters Ln
5. Location Map_110 Hunters Ln
6. Zoning Map_110 Hunters Ln
7. FLUM_110 Hunters Ln
8. Rezoning Report 110 Hunters Ln
9. PZ Rec Memo 110 Hunters Lane 12-16-2022



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: CSC

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: MFR-M

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: Behind 1780-1788 S Friendswood Drive, Friendswood, TX 110 Hunters Ln

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: 789 Real Estate Corporation, a Texas corporation Phone: 832-576-8999

Owner's Mailing Address: 4118 Crimson Oak Court

City: Houston State: TX Zip: 77059 Fax: _____

Owner's Email Address: masasushifusion@gmail.com

AGENT'S NAME : Scott Sheridan Phone: 281-519-8530

Agent's Mailing Address: Post Office Box 1549

City: Alvin State: TX Zip: 77512 Fax: _____

Agent's Email Address: scott@danielscottengineering.com

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

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

Owner's Signature: [Signature] Date: 10.10.2022

Agent's Signature: [Signature] Date: 10/18/2022

Received By: Becky Bennett
Date of Public Hearing: 12-8-23
Property Owner Notices: 11-23-22

Application Number: PAN-2022-0054
Received Date: 10-27-2022
Newspaper Notice: 11-14-2022
Sign on Property: 11-23-2022

Submittal Requirements for Zone Change Applications

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

☐ Application Fee of \$300 (PUD \$500)

(Changes in/to Downtown District may be eligible for fee waiver)

☐ Current Deed of Record

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

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

THE STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

Know All Men By These Presents :

That, MANISON FAMILY PARTNERSHIP, LTD, a Texas Limited Partnership, (herein called "Grantor", whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by 798 REAL ESTATE CORPORATION, a Texas corporation, (herein called "Grantee"), the receipt of which is hereby acknowledged; and the further consideration of the execution and delivery of that one certain promissory note of even date herewith, in the original principal sum of Five Hundred Twenty-Eight Thousand and No/100 Dollars (\$528,000.00), executed by Grantee, as Maker, and payable to the order of Golden Bank, National Association, its successors and/or assigns, (9315 Bellaire Blvd., Houston, Texas 77036) and being due and payable according to the terms and conditions stated therein; the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Dan W. McCrary, Trustee; has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, whose address is 4118 Crimson Oak Ct., Houston, Texas 77059, all of the following described real property in Galveston County, Texas, to wit :

The property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes

This conveyance is made and accepted subject to all and singular any easements and rights-of-way of record and all presently recorded liens, restrictions, reservations, exceptions, covenants, conditions, set-backs, oil and gas leases, mineral severances and governmental regulations that are valid and affect the property, recorded in the Official Public Records of Real Property of Galveston

STEWART TITLE

1216736/85. JW. FR

County, Texas and any and all matters that would be shown by a current survey and all of these matters are excluded from the warranty of title herein contained.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee above named, its heirs, successors or assigns, forever; and Grantor does hereby bind Grantor, Grantors' successors, heirs, assigns, executors and administrators to Warrant and Forever defend all and singular the said property unto the said Grantee, its heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

But it is expressly agreed that a Vendor's Lien, as well as the Superior Title in and to the above described property, is retained against the above described property, premises and improvements until the above described note to Golden Bank, National Association and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The Vendor's Lien retained herein is hereby assigned and transferred unto Golden Bank, National Association, its successors and/or assigns, without recourse.

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

EXECUTED effective this 24 day of Oct -, 2012.

MANISON FAMILY PARTNERSHIP, LTD
A Texas Limited Partnership

By: Manison Family Management Trust
General Partner

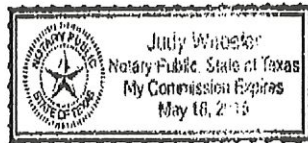
By: Ruth Ann Manison
Ruth Ann Manison, Successor Co-Trustee

By: Karen Sue Manison Daly
Karen Sue Manison Daly, Successor Co-Trustee

STATE OF TEXAS }

COUNTY OF Galveston }

This instrument was acknowledged before me, the undersigned Notary Public, on the 24 day of October, 2012 by Ruth Ann Manison, as Successor Co-Trustee of Manison Family Management Trust, the General Partner of Manison Family Partnership, Ltd, a Texas Limited Partnership, for the purposes and consideration and in the capacities therein expressed.



Judy Wheeler
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }

COUNTY OF Galveston }

This instrument was acknowledged before me, the undersigned Notary Public, on the 24 day of Oct. 24, 2012 by Karen Sue Manison Daly, as Successor Co-Trustee of Manison Family Management Trust, the General Partner of Manison Family Partnership, Ltd, a Texas Limited Partnership, for the purposes and consideration and in the capacities therein expressed.



Judy Wheeler
NOTARY PUBLIC, STATE OF TEXAS

After recordation return to:

Michael Zhou
4118 Crimson Oak Ct.
Houston, TX 77059

EXHIBIT "A"

(Legal Description)

A FIELD NOTE DESCRIPTION of 2.7052 acres (117,873 square feet) of land, more or less, in the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 2.07052 acre tract being out of a tract of land conveyed to Thomas A. Manison, et ux, as recorded in Galveston County Clerk's File No. 9249897; said tract being more particularly described by metes and bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference

Stations:

BEGINNING at a Texas Department of Transportation Monument Disc found in the southwest right-of-way line of F.M. 518 (140 feet wide) for the north corner of said Manison tract, for the east corner of Restricted Reserve "B", Friendswood Plaza, according to the map or plat recorded in Plat Record 18, Map No. 378 of the Galveston County Map Records and for the north corner of this tract;

THENCE; South 45° 46' 32" East - 248.31 feet with the southwest right-of-way line of said F.M. 518 and with the northeast line of said Manison tract to a 5/8-inch iron rod with cap stamped "Windrose" found for the north end of a cutback at the intersection of the southwest right-of-way line of said F.M. 518 with the northwest right-of-way line of Hunters Lane (80 feet wider), as recorded in Plat Record 2004A, Map No. 130 and 131 of the Galveston County Map Records for an east corner of this tract;

THENCE; South 02° 08' 23" East - 72.09 feet with said cutback to a 5/8-inch iron rod with cap stamped "Windrose" found for the south end of said cutback and for an east corner of this tract;

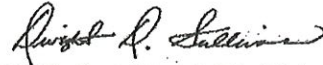
THENCE; South 41° 46' 20" West - 344.27 feet with the northwest right-of-way line of said Hunters Lane to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the south corner of this tract;

THENCE; North 48° 14' 04" West - 296.67 feet with the northeast right-of-way line of Hunters Creek Estates, according to the map or plat recorded in Plat Record 2004A, Map No. 130 and 131 of the Galveston County Map Records and with the southwest line of said Manison tract to a point for the west corner of this tract;

THENCE; North 41° 34' 21" East - 406.86 feet with the southeast line of said Friendswood Plaza and with the northwest line of said Manison tract to the POINT OF BEGINNING and containing 2.7052 acres (117,837 square feet) of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2012 Oct 29 12:51 PM Fee: \$ 28.00

2012059456

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

EXHIBIT "B"
38,596 SQUARE FEET

METES AND BOUNDS DESCRIPTION OF

A tract of land containing 38,596 square feet of land, in the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 38,596 square feet tract being out of a 2.7052 acre tract of land conveyed to Thomas A. Manison, et ux, as recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 9249897, and also described in deed to 798 Real Estate Corporation recorded under G.C.C.F. No. 2012059456, with said 38,596 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron rod found in the South right-of-way line of FM 518 (called 140.00 feet in width) as recorded under Volume 893, Page 261 Galveston County Deed Records (G.C.D.R.), at the Northeast corner of a certain tract of land described to Hunters Glen Estates Home Owners Association, Inc., recorded under (G.C.C.F. No.) 2010039968 and also shown on map as Landscape Reserve "C", the Final Plat of Hunters Creek Estates Private recorded under G.C.C.F. No. 2009005429, Galveston County Map Records (G.C.M.R.), at the Northwest corner of a certain tract of land described in deed to Chara Christian Dance Academy recorded under (G.C.C.F. No.) 2012039981 (G.C.D.R.);

THENCE: N 45°47'10" W, along and with the South right-of-way line of FM 518 and a North right-of-way line of said Hunters Creek Estates Private map, crossing Hunters Lane, a public road, (right-of-way width varies) as shown on said Hunters Creek Estates Private map, a distance of 180.16 feet to a 3/4-inch iron found, same being the Northeast corner of a certain tract of land described in deed to Hunters Glen Estates Home Owners Association, Inc. and also shown as Landscape Reserve "D" of said Hunters Glen Estates Private map and Southeast corner of the remainder tract of said 798 Real Estate Corporation;

THENCE: S 02°08'23" E, departing from the South right-of-way line of said FM 518, along and with a East line of the remainder tract of said 798 Real Estate Corporation and West of said Landscape Reserve "D", a distance of 72.09 feet to a 5/8 -inch iron with cap found in the West right-of-way line of said Hunters Lane, same being the Southern most cut back corner of the remainder tract of said 798 Real Estate Corporation;

THENCE: S 41°46'20" W, continuing along the West right-of-way line of said Hunters Lane and the most Easterly line of said 798 Real Estate Corporation remainder tract, a distance of 214.27 feet to a Point For Corner in the West right-of-way line of said Hunters Lane and Northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE: S 41°46'20" W, continuing along the the West right-of-way line of said Hunters Lane, along and with the East line of this tract and to the North line of Hunters Creek Estates Private, as shown on map recorded under G.C.C.F. No. 2009005429, a distance of 130.00 feet to a 5/8-inch iron rod found, same being the Southeast corner of this tract;

THENCE: N 48°14'04" W, departing from the West right-of-way of said Hunters Lane, along and with the South line of this tract and North line of said Hunters Creek Estates Private tract, a distance of 296.67 feet to a Point For Corner, same being the Southwest corner of this tract and Southeast corner of Restricted Reserve "B" as shown on the Final Plat of Friendswood Plaza, recorded under Vol. 18, Pg. 377, (B.C.M.R.);

THENCE: N 41°34'21" E, departing from the North line of said Hunters Creek Estates Private, along and with the West line of this tract and East line of said Friendswood Plaza tract, a distance of 130.00 feet to a Point For Corner, same being Northwest corner of this tract and Southwest corner of said 798 Real Estate remainder tract;

THENCE: S 48°14'04" E, along and with a North line of this tract and a South line of said 798 Real Estate remainder tract, a distance of 297.12 feet to the **POINT OF BEGINNING** containing a calculated area of 38,596 square feet of land.



SEPTEMBER 29, 2022



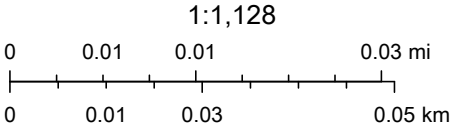
SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

Friendswood, Texas



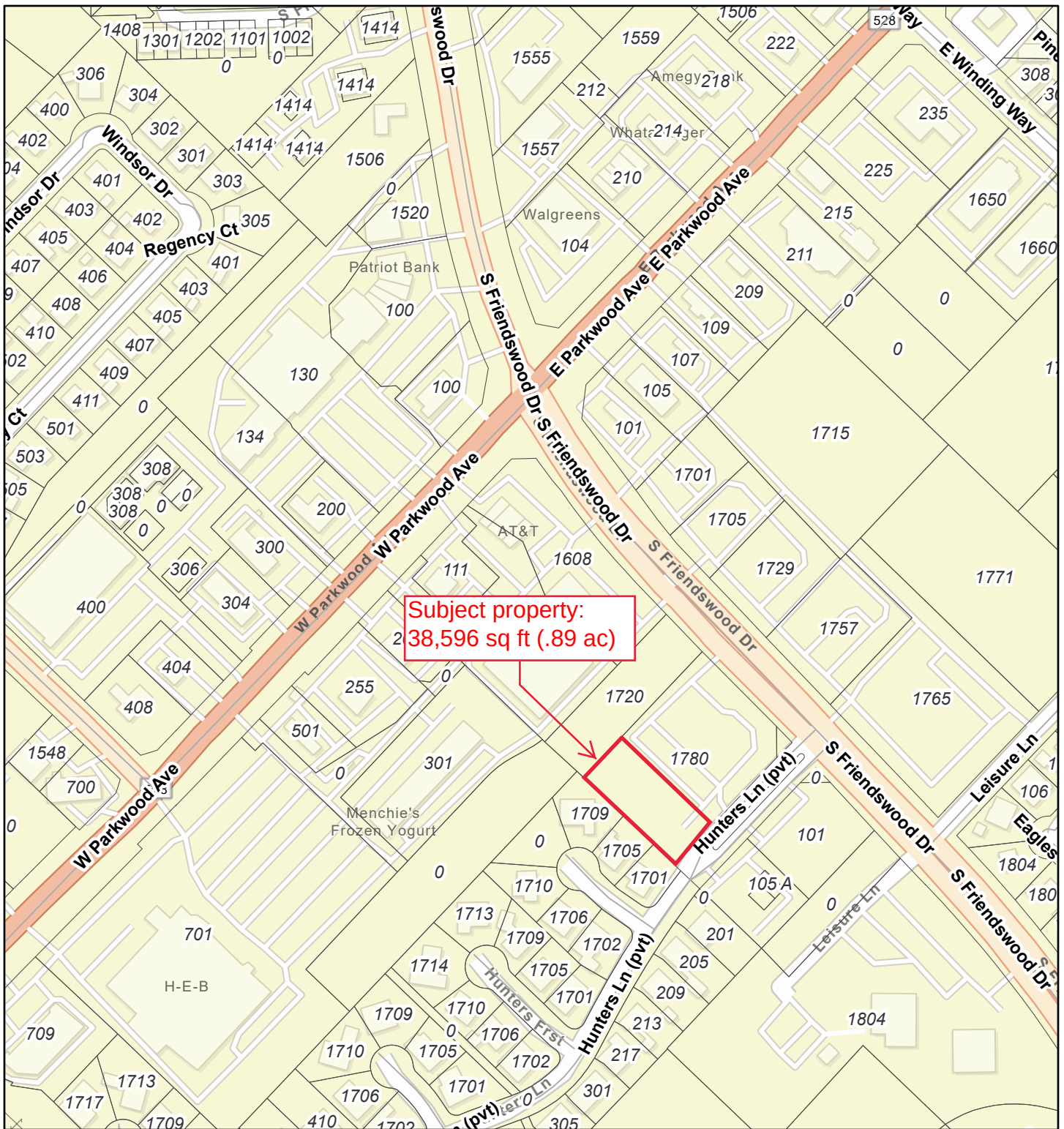
10/26/2022, 9:40:32 AM

-  City Limits
-  Address Points
-  Streets
-  Parcels
- Parcels Owner Information



Houston- Galvesotn Area Council

Friendswood, Texas



10/26/2022, 9:43:54 AM

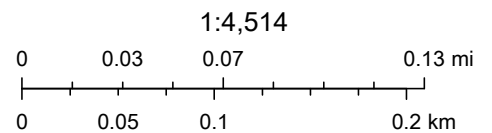
 City Limits

— Streets

— Galveston_County-_Lot_Lines

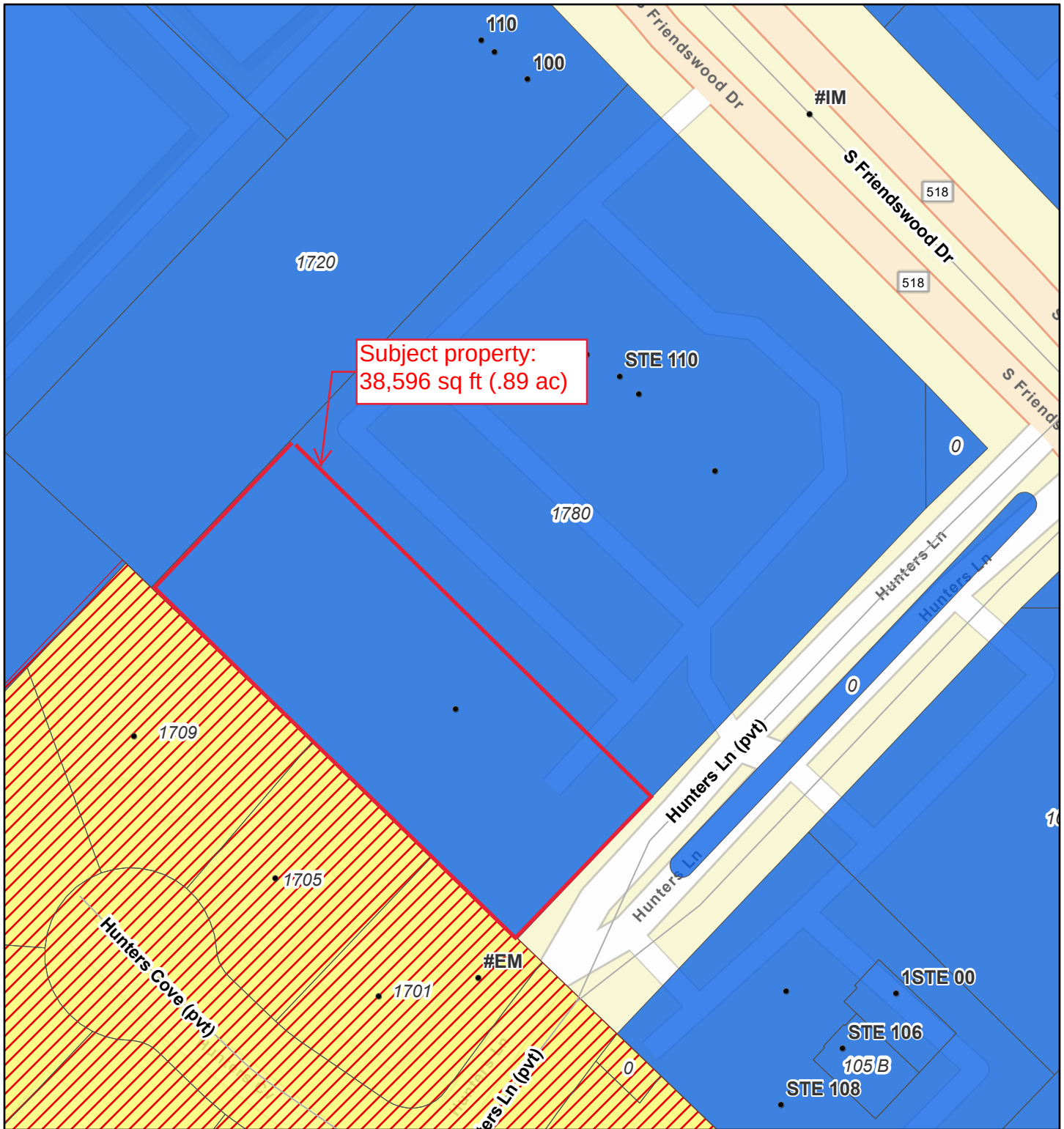
 Parcels

Parcels Owner Information



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Friendswood, Texas



10/26/2022, 9:42:45 AM

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City Limits

• Address Points

Streets

Parcels



Specific Use Permits

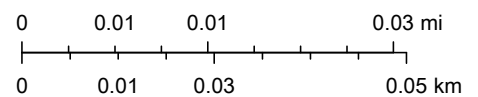
Zoning of Parcels



CSC



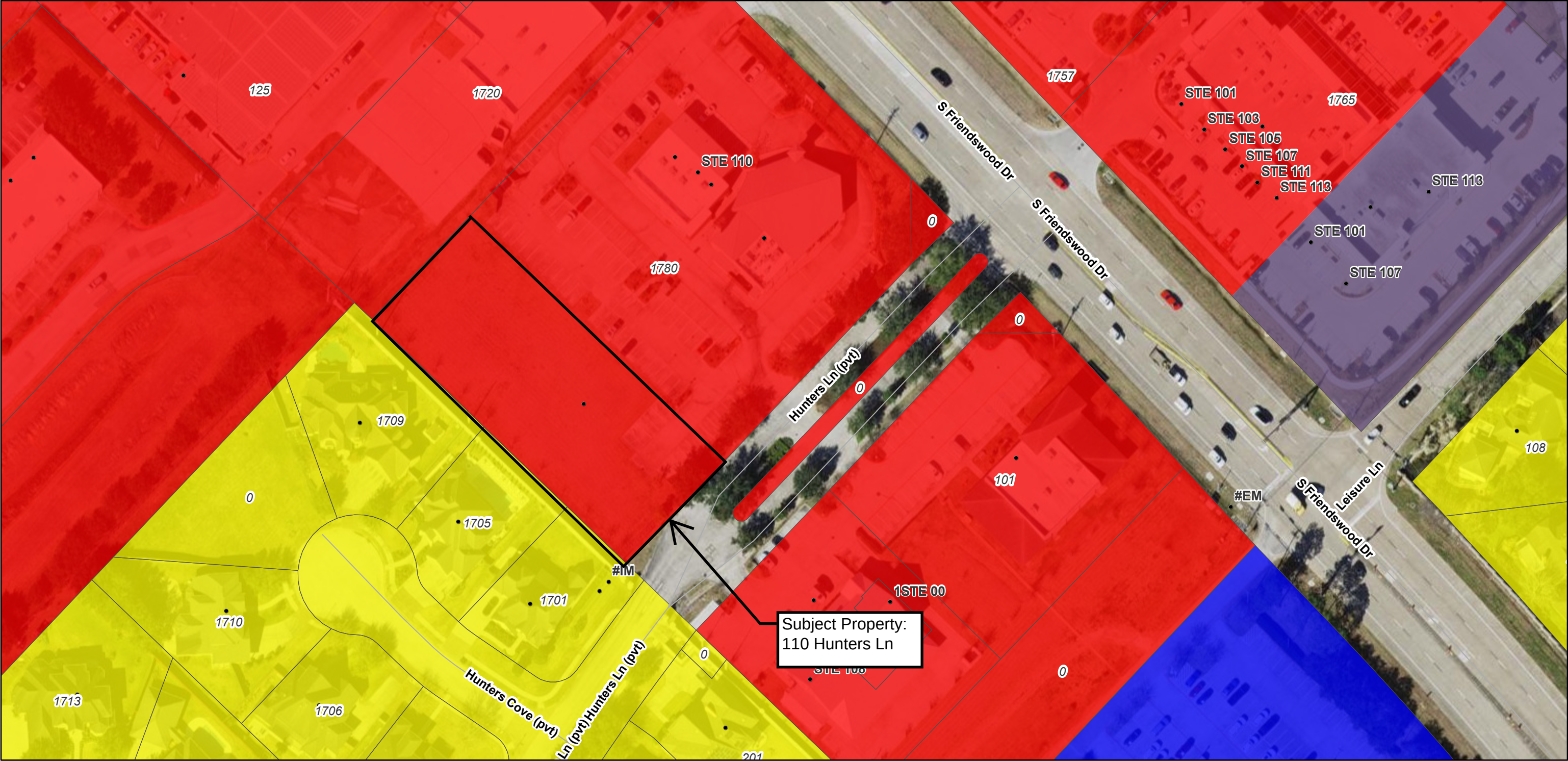
PUD



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

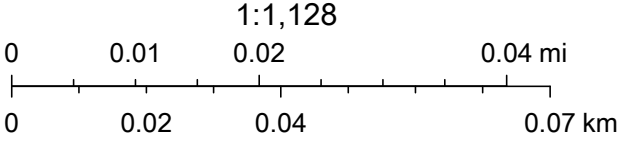
Parcels Owner Information

Friendswood, Texas



11/10/2022, 5:53:57 PM

- City Limits
- Parcels
- Office, Business Park
- Address Points
- Parcels Owner Information
- Retail
- Streets
- Future Land Use Adopted 2021
- Public and Semi-Public
- Low Density



Houston- Galvesotn Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/

Rezoning Report

November 2022

Project: 38,596 sq ft (.89 acres) behind Masa Sushi located at 1780 S. Friendswood Dr.

Address: 110 Hunters Lane

Legal: 38,596 square feet (.89 acres) out of a 2.7052 acre tract of land in the Sarah McKissick Survey, Abstract 151, City of Friendswood, Galveston County, Texas.

Request: Zone classification change from Community Shopping Center (CSC) to Multi-Family Residential Medium Density (MFR-M).

Zoning Ordinance, Appendix C

C. (R-4) MFR-M, residential, general purpose, and description. The MFR-M, Multiple-Family Residential Dwelling—Medium-Density District, is intended to provide for medium-density multiple-family dwellings which may have a relatively intense concentration of dwelling units, up to nine per acre, served by large open spaces consisting of common areas and recreation facilities, thereby resulting in medium gross densities. The principal use of land may be one or several dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums, and townhouses. Recreational, religious, and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. The MFR-M, multiple-family residential district, functions as a buffer or transition between commercial or higher-density residential areas, and lower-density residential areas.

1. Multifamily residential area and height regulations. Area and height regulations in an MFR-M district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L uses permitted in MFR-M districts, all the district regulations for MFR-L development shall apply, including but not limited to lot area, width and setback requirements.
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-M district are set forth in subsection P of this section, permitted use table.

Existing Use/Site Attributes:

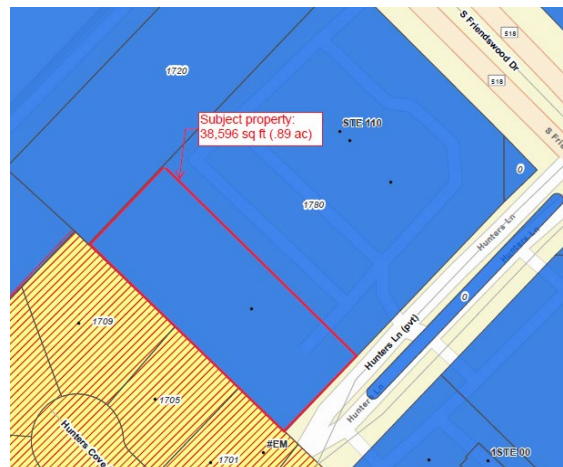
The subject property is .89 acres between Masa Sushi, 1780 S. Friendswood Drive, and Hunters Creek Subdivision. The site is undeveloped.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Community Shopping Center (CSC). The property has been zoned Commercial since 1970.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is bordered to the north by Community Shopping Center (CSC) zoning, and the property southwest of the subject tract is zoned Planned Unit Development/Specific Use Permit (PUD/SUP) for a private subdivision. The easterly side of the tract fronts Hunters Lane.

Platting Analysis:

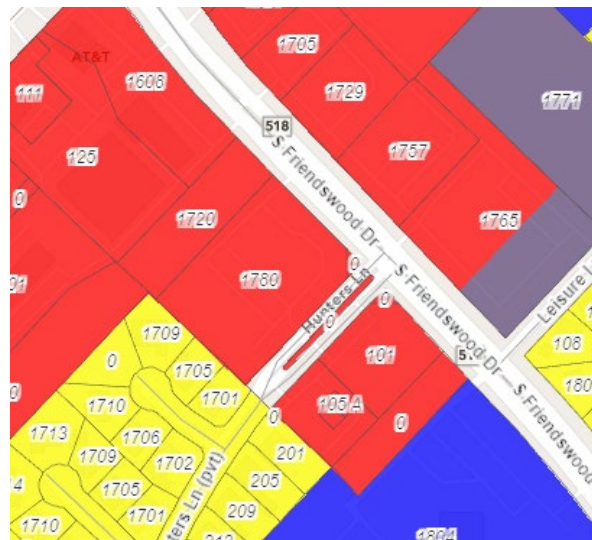
The property has not been platted. Platting will be required prior to development.

Planning Analysis:

The proposed zone change to Multi-Family Residential Medium Density (MFR-M) would serve as a buffer between the commercial area and the single-family residential area. The MFR-M

Notice of the public hearings was published in the newspaper; a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

The 2021 Future Land Use Map identifies the site as “Retail.” The proposed zone change is not compliant with the future land use map. If the zone classification change is approved, the Future Land Use Map would also be amended.



Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria. Detention capacity for this property was included in the Hunters Creek Estates Subdivision detention pond.

City of Friendswood water and sewer services will need to be extended and upgraded to serve the development.

The property has existing direct access from Hunters Lane.

Each residential unit will be required to pay \$600 for Parkland Dedication.

Memo

To: Mayor and City Council

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

Date: December 16, 2022

Re: Zone classification change from Community Shopping Center (CSC) to Multi-Family Residential – Medium Density (MFR-M) on the property located at 110 Hunters Lane, being 38,596 square feet (.89 acres) out of a 2.7052 acre tract of land in the Sarah McKissick Survey, Abstract 151, City of Friendswood, Galveston County, Texas



At the Planning and Zoning Commission meeting held December 8, 2022, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-1 (Commissioner Rives recused himself; Commissioner Hinkley opposed) on a motion to approve the requested zone change.

Many residents of Hunters Creek Estates attended the meeting and expressed their opposition to development of the tract citing issues such as drainage, traffic, invasion of privacy, proximity of the Hunters Creek Estates gate and the proposed gate, density, safety, and one way in/out of Hunters Creek Estates. Currently the property is zoned CSC and would allow for commercial development, which would very likely have similar impacts.

The Commissioners determined that the MFR-M zoning would provide the residents a better buffer between their homes and the current restaurant and shopping center. Traffic, gate location, site plan, and drainage plans will be addressed during the site plan review process. Master planned communities typically plan for large lots on the outskirts, then single family residential, then higher density residential, and then commercial zoning. Six to eight townhomes are expected to have less impact to the Hunters Creek residents than the potential uses allowed under the existing commercial zoning. Both zoning

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: January 9, 2023

Date submitted: 11/10/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to High-Density Residential and amending the official zoning map to make a zone classification change from a Community Shopping Center (CSC) District to a Multi-Family Residential – Medium Density (MFR-M) District for the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends:

1. the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to High-Density Residential and
2. amends the official zoning map to make a zone classification change from a Community Shopping Center (CSC) District to a Multi-Family Residential – Medium Density (MFR-M) District

for the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas, being approximately 0.89 acres of land.

FLUM Amendment

The adopted Future Land Use Map ("FLUM"), a component of the Friendswood Comprehensive Plan, acts as a guide for development, redevelopment and daily decision-making. Unlike the City's Official Zoning Map, which assigns a specific use to each parcel, the land use categories within the FLUM outline a general development pattern that Friendswood desires to achieve. One of the consequences of a particular FLUM category is that only certain zoning districts would be supported and would be suitable within each FLUM land use narrative.

The Property is located at 110 Hunters Lane, which is a private road located off of S. Friendswood Drive, south of W. Parkwood Ave. and north of Chigger Creek. The Property is adjacent to the following FLUM land use categories:

- Retail and
- Low-Density Residential.

Amending the FLUM designation for the Property from Retail to High-Density Residential will allow the Property to be zoned MFR-M.

Zoning Map Amendment

This zone change request is to change the Property from a Community Shopping Center (CSC) District to a Multi-Family Residential Medium Density (MFR-M) District. The reasoning for the change is to provide Hunters Creek Estates, the existing residential subdivision, a buffer of residential units rather than additional commercial buildings. Development of the property being zoned CSC has proven to be somewhat difficult in that the depth of the tract limits visibility from FM 518. The MFR-M District allows for 9 units per acre, so the Property would accommodate a max of 9 units.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by .89 acres, which is not in line with the Future Land Use Map priorities. Conversely, the buffer of a residential development could be a better option for the existing residences versus a commercial building with the potential of having dumpsters and deliveries.

RECOMMENDATIONS

ATTACHMENTS

1. Ordinance - Updating Comprehensive Plan Land Use Map & Official Zoning Map - 110 Hunters Lane
2. Exhibit A - Location Map for 110 Hunters Ln

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP ("FLUM") CONCERNING PROPERTY LOCATED AT 110 HUNTERS LANE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE THE FLUM DESIGNATION FROM RETAIL TO HIGH-DENSITY RESIDENTIAL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF 0.89 ACRES LOCATED AT 110 HUNTERS LANE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS A 0.89-ACRE TRACT OF LAND OUT OF A 2.7052-ACRE TRACT OF LAND IN THE SARAH MCKISSICK SURVEY, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM COMMUNITY SHOPPING CENTER DISTRICT (CSC) TO MULTI-FAMILY RESIDENTIAL – MEDIUM-DENSITY DISTRICT (MFR-M); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Friendswood Comprehensive Plan (the "Plan") assists City officials, staff and citizens in making sound decisions affecting the future growth and development of the City and the surrounding area; and

WHEREAS, the amendment of the Plan to update the Future Land Use Map contained therein, concerning the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas (the "Property"), has been reviewed by the City's Community Development Department (the "Department"); and

WHEREAS, a map depicting the location of the Property is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes; and

WHEREAS, on January 9, 2023, a public hearing was conducted at which the public was given the opportunity to give testimony and present written evidence regarding this amendment of the Friendswood Comprehensive Plan; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and the required hearing on this amendment to the Future Land Use Map has been held; and

WHEREAS, after receiving the Department's recommendation as well as the input received at the public hearing, the City Council desires to amend the Friendswood Comprehensive Plan to update the Future Land Use Map to better reflect future development within the boundaries of the City; and

WHEREAS, additionally, 789 Real Estate Corporation (the "Owner"), the owner of the Property, has made application to the City to change the zoning classification of the Property from Community Shopping Center District (CSC) to Multi-Family Residential – Medium-Density District (MFR-M); and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission filed with City Council, its written report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this rezoning request have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter of the City of Friendswood, the Friendswood City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application to change the zoning classification of the Property as submitted by the Owner, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

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

Section 1. All matters and facts set forth in the recitals above are found to be true, and are approved as the processes and procedures which the City Council of the City of Friendswood undertook and completed prior to the adoption of this ordinance.

Section 2. That the City Council of the City of Friendswood, Texas, hereby amends the Friendswood Comprehensive Plan to update the Future Land Use Map Concerning property located at 110 Hunters Lane, Friendswood, Galveston County, Texas, to change the Future Land Use Map designation from Retail to High-Density Residential.

Section 3. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Community Shopping Center District (CSC) to Multi-Family Residential Dwelling -- Medium Density (MFR-M) District. The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 4. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of the Property as described in Section 3 hereof.

Section 5. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. 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 9. This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of January, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

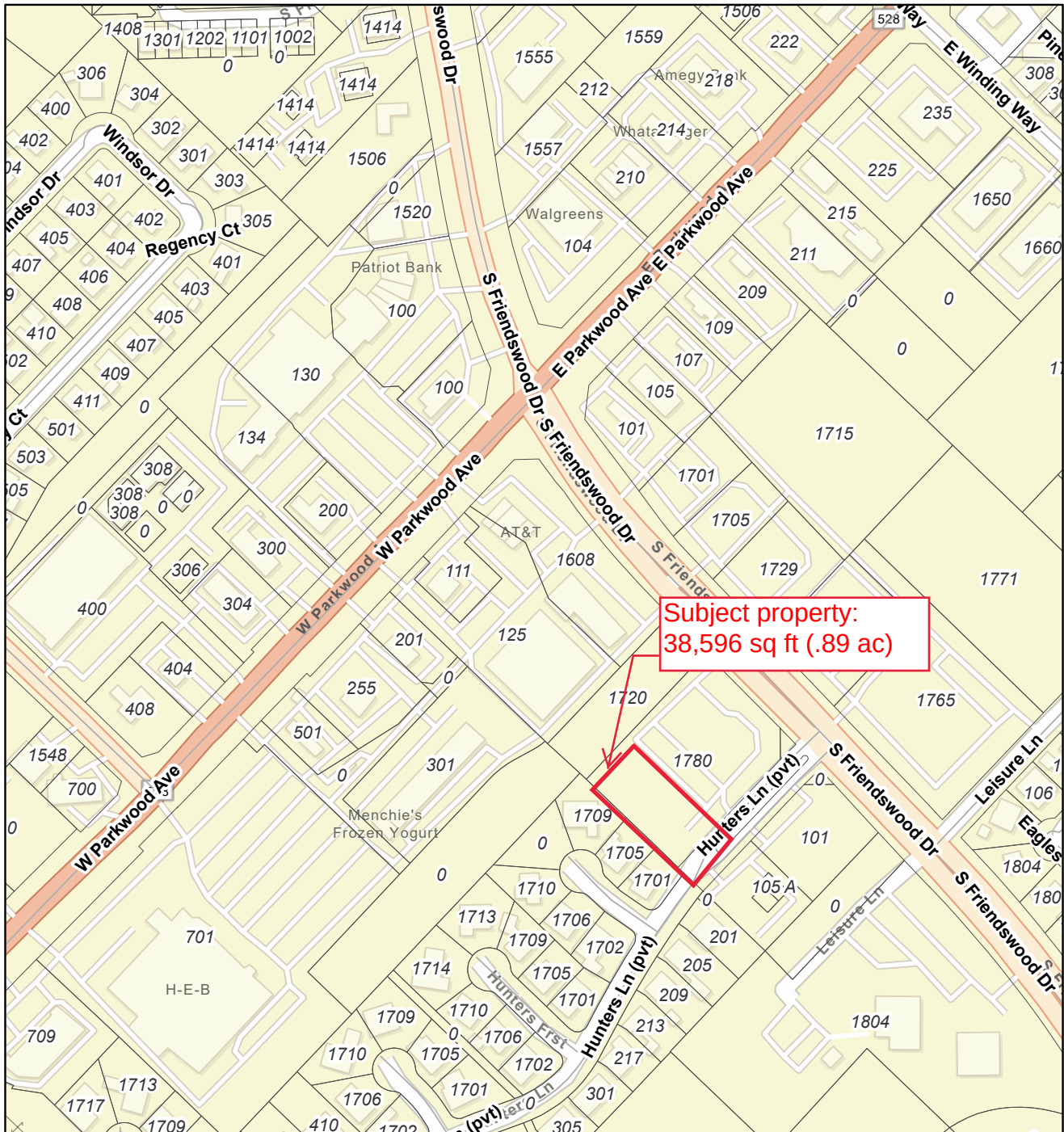
APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2023\01-09-2023\Ordinance - Updating Comprehensive Plan Land Use Map & Official Zoning Map - 110 Hunters Lane.docx

Exhibit "A"

Friendswood, Texas



10/26/2022, 9:43:54 AM



City Limits



Streets



Galveston County Lot Lines



Parcels

Parcels Owner Information

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

City of Friendswood Staff

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: January 9, 2023

Date submitted: 11/14/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a Specific Use Permit (SUP) to allow for NAICS Use #8131 "Religious Organizations" (the underlying Single-Family Residential Dwelling District (SFR) will remain) on property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The request on this tract is to allow NAICS 8131 "Religious Organizations" with a Specific Use Permit (SUP) as an overlay on the Single Family Residential (SFR) zoning. The short-term plan of HighPoint Church is to convert the existing house on the property to be occupied as administration offices for the church. They have purchased the adjacent 12 acres and their long-term plan is to construct the main church building at the rear of the tract leaving commercial frontage along FM 528. More details are included in the Rezoning Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The long-term plans of the church comply with the Future Land Use Map, including their intention to change the zoning of the 300-ft depth to Community Shopping Center (CSC) along the front of FM 528 to allow for future commercial uses. Occupying the existing house is temporary until they can construct a church building.

RECOMMENDATIONS

The Planning and Zoning Commission voted 7-0 in favor of the motion to approve the requested zone change. See the attached Recommendation Memo for the full recommendation.

ATTACHMENTS

1. Application_HighPoint Church SUP
2. Deeds_HighPoint Church SUP
3. Plat_L Christoph Subd
4. HighPoint cover sheet, site and landscape plans, elevations, and photometric
5. Aerial Map_1376 W Parkwood Ave
6. Location Map_1376 W Parkwood Ave
7. Zoning Map_1376 W Parkwood Ave
8. FLUM_1376 W Parkwood Ave
9. Rezoning Report High Point Church SUP November 2022
10. PZ Rec Memo HighPoint Church SUP 12-13-2022



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☒ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 8131 Religious Org.

PROPERTY IDENTIFICATION:

Address: 1376 W. Parkwood Ave., Friendswood, TX 7746

Platted Land – Plat Name: L. Christoph Subdivision Section 1 Lot: 1 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: HighPoint Church of Texas, Inc. Phone: (281) 732-4347

Owner's Mailing Address: 1708 Waterfall Dr.

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

Owner's Email Address: info@myhighpointchurch.com

AGENT'S NAME : Jack Templeman Phone: (281) 802-2410

Agent's Mailing Address: 1410 W. Parkwood Ave.

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

Agent's Email Address: spike_3@outlook.com

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

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

Owner's Signature: [Signature] Date: 10/27/22

Agent's Signature: [Signature] Date: 10/27/22

Received By: <u>BBennett</u>	Application Number: <u>2022-0057</u>
Date of Public Hearing: <u>12-8, 1-9-23</u>	Received Date: <u>11-1-2022</u>
Property Owner Notices: <u>11-23-2022</u>	Newspaper Notice: <u>11-14-2022</u>
	Sign on Property: <u>11-23-2022</u>

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS :
 :
COUNTY OF GALVESTON :
 :

KNOW ALL MEN BY THESE PRESENTS:

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

That I, **CARL CHRISTOPH a/k/a CARL VERNON CHRISTOPH**, not joined herein by my spouse as the property constitutes no part of my homestead, ("Grantor") of the County of Galveston, State of Texas, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of that one certain promissory note of even date herewith in the principal sum of **ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,875,000.00)**, being payable to **COMMUNITYBANK OF TEXAS, N.A.**, as therein provided and bearing interest at the rate therein specified, and providing for acceleration of maturity in the event of default, and for attorney's fees; the payment of which note is secured by Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to **JOE F. WEST, Trustee(s)**, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto **HIGHPOINT CHURCH OF TEXAS, INC.**, a Texas nonprofit corporation, ("Grantee") of 1708 Waterfall Drive, Friendswood, Texas 77546, all of the following said real property being located in Galveston County, Texas and described as follows, to-wit:

TRACT 1:

Lot One (1), in Block One (1), of L. Christoph Subdivision Section 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas.

TRACT 2:

A 12.387 acre tract of land out of a 14.3164 acres of land out of Tract 1, described in Volume 2041, Page 400, of the Official Records of Galveston County, Texas, in the A. H. Jackson Survey, Abstract 128, Galveston County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Galveston County, Texas, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

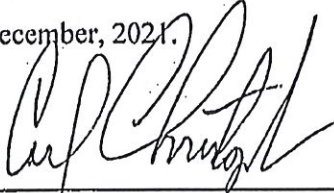
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation**, its successors and assigns, forever; and I do hereby bind myself, my heirs and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said **HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the **VENDOR'S LIEN**, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

COMMUNITYBANK OF TEXAS, N.A., at the insistence and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as evidenced by the hereinbefore described **ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,875,000.00)** note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of the said **COMMUNITYBANK OF TEXAS, N.A.**, and the same are hereby transferred and assigned to the said **COMMUNITYBANK OF TEXAS, N.A.**,

and COMMUNITYBANK OF TEXAS, N.A., its successors and assigns, shall have the right to release said Vendor's Lien upon the payment of said note.

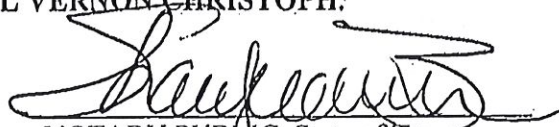
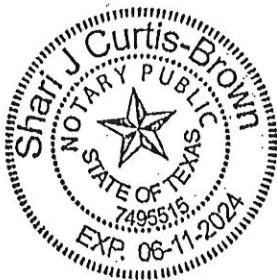
EXECUTED this 22nd day of December, 2021.



CARL CHRISTOPH a/k/a
CARL VERNON CHRISTOPH

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

This instrument was acknowledged before me on the 22nd day of December, 2021, by
CARL CHRISTOPH a/k/a CARL VERNON CHRISTOPH.


NOTARY PUBLIC, State of Texas

SLT-PW-CHRISTOPH-GF# PW2187822-VDVL-mlm

{00427019.DOC} Rev. 06/19

EXHIBIT "A"

FIELD NOTES DESCRIPTION OF A 12.387 ACRE TRACT OF LAND OUT OF 14.3164 ACRES OF LAND OUT OF TRACT 1 AS DESCRIBED IN VOLUME 2041, PAGE 400, OF THE OFFICIAL RECORDS OF GALVESTON COUNTY, TEXAS, IN THE A.H. JACKSON SURVEY, ABSTRACT 128, GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with a cap stamped "True Meridian" at the most Northerly corner of Lot 1, in Block 1, of L. CHRISTOPH SUBDIVISION SECTION 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas, from which a found and bent 5/8 inch iron rod bears S 40°37' E - 0.5 feet;

THENCE N 43°33'32" W, passing at 620.79 feet a found 1 inch iron pipe, continuing in all a total distance of 693.22 feet to a point in the centerline of Chigger Creek, said point being the most Northerly corner of said 14.3164 acre tract;

THENCE with the following courses and distances up the centerline of Chigger Creek to the most Westerly corner of said 14.3164 acre tract;

N 66°06'50" W - 56.39 feet
N 52°28'39" W - 52.47 feet
S 71°50'11" W - 43.74 feet
S 40°51'22" W - 93.55 feet
S 20°17'16" W - 61.16 feet
S 28°24'53" W - 49.94 feet
S 70°51'00" W - 62.60 feet
S 83°25'36" S - 63.83 feet
N 45°30'09" W - 100.01 feet
N 71°35'32" W - 31.87 feet
S 87°09'28" W - 51.24 feet
S 62°27'10" W - 51.13 feet
S 75°50'58" W - 23.96 feet

THENCE S 43°33'32" E, passing at 110.53 feet a found 1/2 inch iron rod, passing at 355.70 feet a found 1/2 inch iron rod, passing at 765.61 feet the most Northerly corner of a tract of land as described in Volume 3063, Page 12 of the Galveston County Deed Records, from which a found 1/2 inch iron rod bears S 25°45' W - 0.2 feet and a found 5/8 inch iron rod with a cap stamped "Windrose" bears N 25°20' E - 0.2 feet, continuing in all a total distance of 1,344.37 feet to a 1/2 inch iron rod found on the Northwest right-of-way line of W. Parkwood Drive, a.k.a. FM 528, (right-of-way width varies);

THENCE N 45°59'00" E along the Northwest right-of-way line of W. Parkwood Drive, a distance of 365.43 feet to the most Southerly corner of said L. CHRISTOPH SUBDIVISION SECTION 1, from which a found 5/8 inch iron rod with a cap stamped "Half" bears S 11°01' E - 0.3 feet;

THENCE N 43°33'32" W along the Southwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 324.35 feet to a 1/2 inch iron rod set with a cap stamped "True Meridian" for corner;

THENCE N 45°59'00" E along the Northwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 134.57 feet to the PLACE OF BEGINNING and containing 12.387 acres of land, more or less.

FILED AND RECORDED

Instrument Number: 2021093734

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 12/30/2021 8:34AM

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

DEED OF TRUST
(Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement)

This combined Deed of Trust, Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement ("Instrument") is made on the date stated below among the Borrower, Lender, and Trustee who are identified and whose addresses are stated below. By signing this Instrument, Borrower agrees to the terms and conditions and makes the covenants stated in this Instrument.

DATE: December 22, 2021

RECORDED BY
SOUTH AND TITLE, LLC
GF# 402187822

BORROWER: HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation

BORROWER'S ADDRESS: 1708 Waterfall Drive, Friendswood, Texas 77546

LENDER: COMMUNITYBANK OF TEXAS, N.A.

LENDER'S ADDRESS: 5999 Delaware Street, Beaumont, Texas 77706

TRUSTEE: JOE F. WEST

TRUSTEE'S ADDRESS: 9 Greenway Plaza, Suite 110, Houston, Texas 77046

NOTE: A Commercial Real Estate Lien Note in the original principal amount of \$1,875,000.00, dated December 22, 2021, executed by Borrower and payable to Lender as stated in the note.

LAND: See Exhibit "A" attached hereto.

OTHER PROVISIONS: SEE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ARTICLE I-SECURITY

1.01 CONVEYANCE IN TRUST. For value received, the receipt and sufficiency of which Borrower acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Borrower stated in this Instrument and in the Loan Documents (as hereafter defined), Borrower conveys the Property described in Section 1.02, including without limitation the Land, to the Trustee in trust, with power of sale, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Borrower binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 PROPERTY. The Property covered by this Instrument includes the Land and the following items described in this section 1.02, whether now owned or hereafter acquired, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Instrument, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

- (a) Any and all buildings, improvements, and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");
- (b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty"), including but not limited to the personal property listed on Exhibit "B" attached hereto, now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the Planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;
- (c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;
- (d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements;
- (e) All plans and specifications for the Improvements and for any future development of or construction on the Land;
- (f) All Borrower's rights (but not Borrower's obligations) under any contracts relating to the Land, the Improvements or the Personalty;
- (g) All deposits (including tenant security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personalty;
- (h) All Borrower's rights (but not Borrower's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;
- (i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements or the Personalty;
- (j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;
- (k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;
- (l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;
- (m) All proceeds from the taking of any of the Land, the Improvements, the Personalty or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;
- (n) All right, title, and interest of Borrower in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;
- (o) All of the Leases (as hereafter defined), rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to leases to secure performance by the tenants of their obligations thereunder (subject to the Assignment of Rents made in Article V below);

(p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;

(q) Other interest of every kind and character that Borrower now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Borrower with respect to such property and all of Borrower's rights (but not Borrower's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Borrower's rights, title, and interests thereunder as declarant or developer, if applicable; and

(r) All products and proceeds of the Personalty described in this Section 1.02 (the Personalty and other personal property described in this Section 1.02 being sometimes collectively referred to as the "Personal Property").

1.03 SUBROGATION. Any of the proceeds of the Note utilized to take up any outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, powers, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

ARTICLE II-INDEBTEDNESS AND PAYMENTS

2.01 INDEBTEDNESS. The indebtedness secured by this Instrument (the "Indebtedness") shall mean and include the following:

(a) Any and all sums becoming due and payable pursuant to the Note;

(b) Any and all other sums becoming due and payable by Borrower (or any one or more of them, if more than one) to Lender as a result of advancements made by Lender pursuant to the terms and conditions of this Instrument or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Lender to Borrower as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Lender's security pursuant to Section 6.21;

(c) Borrower and Lender contemplate that Lender will, from time to time, engage in various transactions, and that from time to time other circumstances may arise, in which Borrower becomes obligated to Lender. Borrower understands that some of those transactions and circumstances may be of a type that is very different from the loan transaction evidenced in part by the Note and the circumstances connected therewith. Borrower desires and intends that Lender engage in all such transactions, and deal generally with Borrower with the assurance that any and all indebtedness and obligations now owed, and that may hereafter become owing, to Lender from Borrower, or any one or more of them, will be secured by the liens arising hereunder. Therefore, the conveyance made by this Instrument, in addition to being made to secure payment of the Note, is also made in trust to secure and enforce the payment of all other indebtedness and obligations of Borrower, or any one or more of them, to Lender, whether presently existing, or in any manner or means hereafter incurred by Borrower, or any one or more of them, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, liens or security interest instruments, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness, or other obligations, of Borrower, or any one or more of them, and including any further loans and advancements made by Lender to Borrower, or any one or more of them. The fact of repayment of all indebtedness, and performance of all other obligations, of Borrower, to Lender shall not terminate the lien arising hereunder unless the same be released by Lender at the request of Borrower; but otherwise it shall remain in full force and effect to secure all future advances, indebtedness and other obligations, regardless of any additional security that may be taken as to any past or future indebtedness or other obligations. In no event shall this conveyance secure payment of any installment loan or any open-end line of credit established under Chapter 3, Chapter 4, or Chapter 15 of the Texas Credit Code (Vernon's Texas Civil Statutes Art. 5069-3.01 et seq.); and

(d) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

2.02 OTHER LOAN DOCUMENTS. In addition to this Instrument and the Note, Borrower and Lender may execute various other documents and agreements relating to the Indebtedness secured by this Instrument, including a loan agreement relating to the disbursement and use of the proceeds of the Note (the "Loan Agreement"), all of which documents and agreements, including the Loan Agreement, are referred to herein as the "Loan Documents." This Instrument shall also secure the performance of all

obligations and covenants of Borrower under this Instrument, the Loan Agreement, and other Loan Documents.

2.03 PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges provided in the Note, and all other sums secured by this Instrument.

2.04 APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Borrower under this Instrument; (b) sums payable to Lender under the Note, to be applied to principal or interest as Lender may determine in its discretion; and (c) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine.

2.05 GUARANTOR. The term 'Guarantor' shall include any person, company or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly or indirectly.

ARTICLE III-SECURITY AGREEMENT

3.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is also intended to be a security agreement between Borrower as debtor, and Lender, as secured party, pursuant to the Texas Uniform Commercial Code [Texas Business and Commerce Code § 1.01, et seq. ("Texas UCC")] for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Texas UCC, and Borrower hereby grants Lender a security interest in all such items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statement, as well as extensions, renewals, and amendments thereof, and reproduction of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Texas UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default (as that term is defined in Article VII below), including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Texas UCC and, at Lender's option, may also invoke the remedies provided in Article VIII of this Instrument as to such items. In exercising any remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Texas UCC or of the remedies provided in Article VIII of this Instrument.

3.02 NOTICES OF CHANGES. Borrower shall give advance notice in writing to Lender of any proposed change in Borrower's name, identity, or structure and shall execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional financing statements that Lender may require to establish and maintain the validity and priority of Lender's security interest with respect to any of the Property.

3.03 FIXTURES. Some of the items of the Property are goods that are or are to become fixtures related to the Land. Borrower and Lender intend that, as to those goods, this Instrument shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Instrument may be obtained from Lender, as secured party, at Lender's address stated above. The mailing address of the Borrower, as debtor, is as stated above.

ARTICLE IV-ASSIGNMENT OF LEASES

4.01 ASSIGNMENT OF LEASES. Borrower assigns to Lender, and grants to Lender a security interest in, all of Borrower's rights, but not Borrower's obligations, under existing and future leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Property (the "Leases"). Borrower also assigns to Lender all guaranties of tenant's performance under the Leases. Prior to an Event of Default, Borrower shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

4.02 WARRANTIES CONCERNING LEASES AND RENTS. Borrower represents and warrants that:

- (a) Borrower has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title or interest therein;
- (b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder;
- (c) unless otherwise provided herein, no Rents (as hereafter defined) or other sums owing under the Leases have been or will be assigned, mortgaged or pledged;
- (d) no Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and
- (e) except as indicated in the Leases, Borrower has not received any funds or deposits from any tenant that has not already been applied to the payment of accrued Rents.

4.03 BORROWER'S COVENANTS OF PERFORMANCE. Borrower covenants to:

- (a) perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so;
- (b) give immediate notice to Lender of any notice Borrower receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases, excluding, however, notice of defaults under residential Leases;
- (c) enforce the tenants' obligations under the Leases;
- (d) defend, at Borrower's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and
- (e) neither create nor permit any encumbrance upon Borrower's interest as landlord of the leases, except this Instrument and any other encumbrances permitted by this Instrument.

4.04 PRIOR APPROVAL FOR ACTIONS AFFECTING LEASES. Borrower shall not, without the prior written consent of Lender:

- (a) receive or collect Rents under any Lease more than one month in advance;
- (b) encumber or assign future Rents;
- (c) waive or release any obligation of any tenant under the Leases;
- (d) cancel, terminate or modify any of the Leases, cause, permit or accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;
- (e) renew or extend any of the Leases, except pursuant to terms in existing Leases;
- (f) permit any assignment of the Leases; or
- (g) enter into any Leases after the date hereof.

4.05 ATTORNMEN OF TENANTS. All Leases of the Property shall specifically provide: (a) that such Leases are subordinate to this Instrument; (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; (d) that the attornment of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attornments.

4.06 SETTLEMENT FOR TERMINATION. Borrower agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior consent of Lender, and any check in payment of such damages shall be made payable to both Borrower and Lender. Borrower hereby assigns any such payment to Lender, to be applied to the Indebtedness as Lender may elect, and Borrower agrees to endorse any check for payment to the order of Lender.

4.07 LENDER IN POSSESSION. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "mortgagee in possession," nor obligate Lender to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Borrower by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Property.

4.08 APPOINTMENT OF ATTORNEY. Borrower hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to subordinate any Leases to this Instrument.

4.09 INDEMNIFICATION; HOLD HARMLESS. Borrower hereby indemnifies and holds Lender harmless from all liability, damage, or expense incurred by Lender from any claims under the

Leases, including without limitation any claims by Borrower with respect to Rents paid directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder including reasonable attorneys' fees, if paid by Lender shall bear interest at the maximum lawful rate, shall be payable by Borrower immediately without demand, and shall be secured by this Instrument.

4.10 RECORDS. Upon request by Lender, Borrower shall deliver to Lender executed originals of all Leases and copies of all records relating thereto.

4.11 MERGER. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Lender.

4.12 RIGHT TO RELY. Borrower authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Borrower and regardless of whether Lender has taken possession of any other portion of the Property, and the tenants may rely upon any written statement by Lender to the tenants. Any such payment to Lender shall constitute payment to Borrower under the Leases, and Borrower appoints Lender as Borrower's lawful attorney-in-fact for giving, and is hereby empowered to give, acquittances to any tenants for such payments to Lender after an Event of Default.

ARTICLE V-ASSIGNMENT OF RENTS

5.01 ABSOLUTE ASSIGNMENT OF RENTS. As part of the consideration for the indebtedness evidenced by the Note, and for other valuable consideration, the receipt and sufficiency of which Borrower acknowledges, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all rents, issues, income, receipts, and profits from the Property, and all security deposits and other security therefor (the "Rents"), including those now due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or part of the Property, regardless of to whom the Rents are payable. Borrower authorizes Lender to Lender's agents to collect the Rents and directs each tenant of the Property to pay such Rents to Lender or Lender's agents; provided, however, that prior to the occurrence of an Event of Default (as that term is defined in Article VII), Borrower shall collect and receive all Rents as trustee for the benefit of Lender and Borrower, to apply the Rents so collected to the sums secured by this Instrument in the order provided in Section 2.04 with the balance, so long as no such Event of Default has occurred, to the account of Borrower. Borrower and Lender intend that this assignment of Rents constitutes an absolute and present assignment and not an assignment for additional security only. Borrower and Lender intend that Lender shall have the absolute right, power, and authority to collect the Rents.

5.02 EVENT OF DEFAULT. Upon the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all the Rents specified in this Article V as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such Rents. Borrower agrees to commencing upon delivery of such written notice of an Event of Default by Lender to Borrower, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default.

5.03 BORROWER'S COVENANTS. Borrower covenants that Borrower has not executed any prior assignment of the Rents or any portion thereof, that Borrower has not performed, and will not perform, any acts and has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this Article V and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the Rents for more than thirty days prior to the due dates of such Rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any Rents more than thirty days prior to the due dates of such Rents without prior written consent of Lender. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of Rents as Lender may from time to time request.

5.04 APPOINTMENT OF RECEIVER; POSSESSION OF THE PROPERTY. Upon the occurrence of an Event of Default, Lender may in person, by agent or by a court-appointed receiver regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including without limitation the execution, cancellation or modification of Leases, the collection of Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the

management of maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon the occurrence of an Event of Default, Borrower consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

5.05 APPLICATION OF RENTS. All Rents collected subsequent to the occurrence of an Event of Default shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as landlord of the Property, and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article V.

5.06 INSUFFICIENT RENTS. If Rents are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become an indebtedness of Borrower to Lender secured by this Instrument. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Borrower under applicable law.

5.07 NO WAIVER; TERM. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this Instrument ceases to secure the Indebtedness held by Lender.

ARTICLE VI-BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

Borrower covenants, warrants, and represents to and agrees with Lender as follows:

6.01 PAYMENT AND PERFORMANCE. Borrower shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Borrower's covenants, obligations and liabilities under this Instrument and the other Loan Documents.

6.02 TITLE TO PROPERTY AND LIENS OF THIS INSTRUMENT. Borrower has good and indefeasible title to the Land and the Improvements and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever, except as otherwise provided herein. If the interest of Lender in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Borrower authorizes Lender, at Borrower's expense, to take all necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

6.03 TITLE INSURANCE. Borrower shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Lender may require) in form acceptable to Lender in an amount equal to the amount of the Note.

6.04 INSURANCE.

- (a) Borrower shall, at its sole cost and expense, obtain and maintain insurance upon and relating to all insurable Property by all-risk insurance policies and, if requested by Lender, shall include perils of collapse, flood, earthquake, as well as other insurance coverages, including Rent loss, in amounts equal to one hundred percent (100%) of the replacement cost of the Improvements during the construction thereof and at least one hundred percent (100%) of the replacement cost of the Improvements not under construction, or in such additional amounts as Lender may require.
- (b) Borrower shall, at its sole cost and expense, obtain and maintain general liability insurance policies covering Borrower, the Property, and the operations on the Property.
- (c) Borrower shall deliver the policies of insurance to Lender promptly as issued; and, if Borrower fails to do so, Lender, at its option, may procure such insurance at Borrower's expense. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices

and all receipts of paid premiums. All renewal and substitute policies of insurance shall be delivered at the office of Lender, premiums paid, at least ten (10) days before termination of policies previously delivered to Lender.

(d) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this Section shall require Lender to incur any expense or take any action under this Instrument. Borrower further authorizes Lender, at Lender's option (i) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (ii) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in Section 2.04.

(e) If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of any proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the installments referred to in Sections 2.03 and 6.06 or change the amounts of such installments. If the Property is sold pursuant to Section 8.03 or if Lender acquires title to the Property, Lender shall have all of the right, title, and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

(f) In case of loss, Lender, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same to payment of the Indebtedness in such order and manner as Lender, in its sole discretion, may elect. If any loss shall occur at any time when an Event of Default exists, Lender shall be entitled to the benefit of all insurance held by or for any Borrower, to the same extent as if it had been made payable to Lender, and upon foreclosure under this Instrument, Lender shall become the owner of all insurance policies.

(g) All insurance policies shall be issued on forms and by companies satisfactory to Lender. The all-risk insurance policies shall have any loss made payable to Lender as mortgagee, and shall include standard mortgagee clauses. Each insurance policy shall have a provision giving Lender thirty (30) days' prior notice of cancellation or material change of the coverage.

6.05 TAXES AND ASSESSMENTS. Borrower shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Lender, Borrower shall deliver to Lender such evidence of the payment thereof as Lender may require. If Borrower fails to do so, Lender may pay them, together with all costs and penalties thereon, at Borrower's expense; provided, however, that Borrower may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest their validity. Pending such contest, Borrower shall not be deemed in default under this Instrument because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Borrower furnishes Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, or with a surety acceptable to Lender, in the amount of the tax or assessment being contested by Borrower plus a reasonable additional sum to pay all costs, interest and penalties that maybe imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Borrower promptly pays any amount adjudged by court of competent jurisdiction to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

6.06 TAX AND INSURANCE ESCROW.

(a) Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on a day each month to be designated by Lender, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (i) the yearly taxes and assessments which may be levied on the Property, (ii) the yearly premium installments for fire and other hazard insurance, Rent loss insurance, and such other insurance covering the Property as Lender may require pursuant to Section 6.04, and (iii) the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. A waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums,

assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests ("Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

(b) The Funds shall be held in an institution(s), the deposits or accounts of which are insured or guaranteed by a Federal or state agency, including Lender. Lender shall apply the Funds to pay all such rates, rents, taxes, assessments, insurance premiums, and Other Impositions so long as an Event of Default does not exist. Lender shall make no charge for so holding and applying the Funds, analyzing any account holding all or part of the Funds or for verifying and compiling any assessments and bills, unless Lender pays Borrower interest, earnings, or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and lender may agree in writing at the time of execution of this Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings, or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings, or profit on the Funds. Lender shall give the Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sum secured by the Instrument.

(c) If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for payment of water and sewer rates, taxes, assessments, insurance premiums, rents, and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents, and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

6.07 CONDEMNATION.

(a) Borrower assigns to Lender all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property. Lender may apply any condemnation proceeds to the Indebtedness in such manner as Lender may elect. Borrower shall promptly notify Lender of any action or proceeding (or threatened action or proceeding) relating to any condemnation or other taking, whether direct or indirect, of all or any part of the Property. Borrower shall, unless otherwise directed by Lender in writing, file or defend its claim under any such action and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Lender for disposition pursuant to the terms of this Instrument. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in, and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender. Lender shall be entitled to participate in, control, and be represented by attorneys of Lender's own choice in any such action. Borrower shall deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

(b) Borrower authorizes Lender to apply such awards, payments, proceeds, or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property, or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in Section 2.04, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Sections 2.03 and 6.06 or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages, or claims arising in connection with such condemnation or taking as Lender may require.

(c) In the event Lender, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Instrument is impaired, Lender may, without notice, declare all of the Indebtedness immediately due and payable.

6.08 TAXES ON NOTE OR INSTRUMENT. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this instrument, or upon any rights, titles, liens, or security interests created by this Instrument, or upon the Note, or any part of the Indebtedness, Borrower shall immediately pay all such taxes; provided that, if it is unlawful for Borrower to pay such taxes, Borrower shall prepay the Note in full without penalty within sixty (60) days after demand therefor by Lender.

6.09 STATEMENTS BY BORROWER. At request of Lender, Borrower shall furnish promptly a written statement or affidavit, in such form as may be required by Lender, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are any such offsets or defenses, specifying them.

6.10 REPAIR, WASTE, ALTERATIONS, ETC. Borrower shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Borrower shall make promptly all repairs, renewals, and replacements necessary to such end. Borrower shall discharge all claims for labor performed and material furnished therefor and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Borrower shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Borrower shall first furnish Lender a bond or other security satisfactory to Lender in such amount as Lender shall reasonably require, but not more than two hundred percent (200%) of the amount of the claim, and provided further that Borrower shall thereafter diligently proceed to cause such lien to be removed and discharged. If Borrower shall fail to discharge any such lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Borrower shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the Property maybe lessened. Borrower or any tenant or other person shall not materially alter the Property without the prior written consent of Lender.

6.11 NO DRILLING OR EXPLORATION. Without the prior written consent of Lender, there shall be no drilling or exploring for or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "minerals" as used in this Instrument shall include without limitation oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

6.12 COMPLIANCE WITH LAWS. Borrower, the Property, and Borrower's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Borrower or the Property and its use, and Borrower shall pay all fees or charges of any kind in connection therewith. Borrower shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

6.13 INCOME, EXPENSE AND FINANCIAL STATEMENTS. Borrower shall keep and maintain at all times at Borrower's address stated in this Instrument, or such place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases, and other instruments which affect the Property. Such books, records, contracts, leases, and other instruments shall be subject to examination and inspection at any reasonable time by Lender. At least once each year, within ninety (90) days following the end of their respective fiscal years, and at such time as Lender may request, Borrower shall deliver or cause to be delivered to Lender then current financial statements of Borrower and any other party liable on all or any portion of the Indebtedness which shall include a balance sheet, income statement and a statement of sources and uses of funds for the preceding fiscal year. All financial statements submitted pursuant to this provision shall be in form and substance satisfactory to Lender. All financial statements shall be certified as true and correct by the party submitting such statement or, at Lender's request, audited by an independent certified public accountant. Within twenty (20) days following the end of each calendar month, Borrower shall furnish a monthly income and expense statement concerning the operation of the Property, prepared in accordance with generally accepted accounting principles and certified by the Borrower or a duly authorized representative of Borrower. Borrower shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a Rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the Lease expiration date, the Rent payable and the Rent paid.

6.14 HOLD HARMLESS. Borrower shall defend, at Borrower's own cost and expense, and hold Lender harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All costs and expenses incurred by Lender in protecting its interest under this Instrument, including all court costs and reasonable attorney's fees and expenses, shall be borne by Borrower. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Instrument as to events occurring and causes of action arising before such payment and release.

6.15 TRADE NAMES. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower intends to operate the Property and representing and warranting that Borrower does business under no other trade name with respect to the

Property. Borrower shall immediately notify Lender in writing of any change in any trade name, and shall, upon request of Lender, execute any additional financing statements and other certificates required to reflect to change in trade names and shall execute and file any assumed name certificate required by applicable laws.

6.16 FURTHER ASSURANCES. Borrower, upon the request of Lender, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Instrument or the other Loan Documents and to subject to the liens and security interests created by this Instrument or the other Loan Documents any property intended to be covered by this Instrument and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

6.17 RECORDING AND FILING. Borrower shall cause this Instrument and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re-recorded, and refiled in such manner and in such places as Lender shall reasonably request. Borrower shall pay all such recording, filing, re-recording, and refiling fees, title insurance premiums, and other charges.

6.18 PAYMENT OF DEBTS. Borrower shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Borrower, if requested by Lender, shall have furnished to Lender security satisfactory to Lender.

6.19 MODIFICATION BY SUBSEQUENT OWNERS. Borrower agrees that Borrower shall be bound by any modification of this Instrument or any of the other Loan Documents made by Lender and any subsequent owner of the Property, with or without notice to such Borrower, and no such modifications shall impair the obligations of such Borrower under this Instrument or any other Loan Document. Nothing in this Section shall be construed as permitting any transfer of the Property which would constitute an Event of Default under the provisions of this Instrument.

6.20 INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

6.21 PROTECTION OF LENDER'S SECURITY.

(a) If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including without limitation, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in Section 6.04.

(b) Any amounts disbursed by Lender pursuant to this Section 6.21, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non usurious rate which may be collected from Borrower under applicable law. Borrower covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 6.21 shall require Lender to incur any expense or take any action under this Instrument.

6.22 SUBORDINATE DEED OF TRUST. Borrower shall not, without the prior written consent of Lender, grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering any of the Property. If Lender consents to a Subordinate Instrument or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Instrument shall contain express covenants to the effect that:

- (a) the Subordinate Instrument is unconditionally subordinate to this Instrument;
- (b) if any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Instrument, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Lender;
- (c) Rents, if collected by or for the holder of the Subordinate Instrument, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation, and

maintenance of the Property in such order as Lender may determine, prior to being applied to any indebtedness secured by the Subordinate Instrument; and
(d) written notice of default under the Subordinate Instrument and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Instrument shall be given to Lender with or immediately after the occurrence of any such default or commencement.

6.23 LIENS. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

6.24 BUSINESS USE. Borrower warrants and represents to Lender that the proceeds of the Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family or household purposes.

6.25 NON-HOMESTEAD. Borrower warrants and represents to Lender that the Property is not the business or residential homestead of Borrower or any other person. Borrower has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead.

6.26 ORGANIZATION AND POWER (CORPORATE BORROWER). This Section is applicable if Borrower is a corporation. Borrower (a) is a corporation duly organized, validly existing under the laws of the state of its incorporation and in good standing under the laws of the state of its incorporation and the laws of the State of Texas, (b) has complied with all conditions prerequisite to its lawfully doing business in the state where the Land is situated, and (c) has all requisite corporate power and all governmental certificates of authority, licenses, permits, qualifications, and documentation to own, lease, and operate its properties and to carry on its business as now being, and as proposed to be, conducted, and the execution of this Instrument, the Note and any and all other Loan Documents is within Borrower's powers, has been duly authorized by all requisite action, and is not in contravention of law or the Borrower's corporate charter. Borrower shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6.27 ORGANIZATION AND POWER (PARTNERSHIP OR JOINT VENTURE BORROWER). This Section is applicable if Borrower is a partnership or joint venture. Borrower is duly organized and validly existing under applicable state laws, and the execution of this Instrument, the Note and any and all other Loan Documents is within Borrower's powers, has been duly authorized by all requisite action and is not in contravention of law or the powers of Borrower's partnership or joint venture agreement, as the case may be. Borrower shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6.28 ORGANIZATION AND POWER (LIMITED LIABILITY COMPANY). This Section is applicable if Borrower is a limited liability company. Borrower is a duly organized and validly existing limited liability company under applicable state laws and is in good standing in the state of its organization and in the State of Texas. Borrower has complied with all conditions prerequisite to do business in the State of Texas. Borrower has all requisite organizational power and all governmental certificates of authority, licenses, permits, qualifications, and documentation to own, lease, and operate the Property and its other properties and to carry on its business as now conducted and as contemplated in the future. The execution of this Instrument, the Note, and any and all other Loan Documents is with Borrower's powers, has been duly authorized by all requisite action and is not in contravention of law or the powers of Borrower's limited liability company charter. Borrower shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6.29 NO PLEDGE OR CHANGE OF STOCK, PARTNERSHIP, OR MEMBER INTEREST. If Borrower is a corporation, the shareholders of Borrower shall not sell, pledge, encumber, or assign any shares of the stock of Borrower without the prior written consent of Lender. If Borrower is a partnership or joint venture, the partners or joint venturers of Borrower shall not sell, pledge, encumber, or assign any of their partnership or joint venture interest in Borrower, and no general partner or joint venturer shall withdraw from or be admitted into Borrower without the prior written consent of Lender. If Borrower is a limited liability company, the members of Borrower shall not sell, pledge, encumber or assign any of their membership interest in Borrower, and no member shall withdraw from or be admitted into Borrower without the prior written consent of Lender.

6.30 APPRAISAL. Lender may at its option obtain at Borrower's expense an appraisal of the Property or any part thereof by a third-party appraiser selected and instructed by Lender. The costs of each such appraisal shall be payable by Borrower to Lender on demand (which obligation Borrower hereby promises to pay). Such appraisal shall be obtained every three (3) years or as often deemed

necessary by Lender or as required by any law or regulation applicable to Lender or loans of the type evidenced by the Note.

Borrower agrees to cooperate fully with Lender, Lender's agents, and any appraiser selected by Lender in connection with any appraisal desired or required pursuant to this Section 6.30.

ARTICLE VII-EVENTS OF DEFAULT

The occurrence of any one of the following shall be a default under this instrument and the Loan Documents ("Event of Default"):

7.01 FAILURE TO PAY INDEBTEDNESS. Any of the Indebtedness is not paid when due, whether by acceleration or otherwise.

7.02 NONPERFORMANCE OF COVENANTS. Any covenant in this Instrument or any of the other Loan Documents is not fully and timely performed, or the occurrence of any default or event of default under this Instrument or any other Loan Document.

7.03 FALSE REPRESENTATION. Any statement, representation or warranty in this Instrument or any of the other Loan Documents, any financial statement, or any other writing delivered to Lender in connection with the Indebtedness is false, misleading, or erroneous in any material respect.

7.04 BANKRUPTCY OR INSOLVENCY. Borrower, the owner of the Property, or any person obligated to pay any part of the Indebtedness:

- (a) does not pay its debts as they become due or admits in writing its inability to pay its debts or makes a general assignment of the benefit of creditors; or
- (b) commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors; or
- (c) in any involuntary case, proceeding, or other action commenced against it which seeks to have an order for relief entered against it, as debtor, or seeks reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (i) fails to obtain a dismissal of such case, proceeding or other action within sixty (60) days of its commencement, or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or (iii) is the subject of an order for relief; or
- (d) conceals, removes, or permits to be concealed or removed, any part of its property, with intent to hinder, delay, or defraud its creditors or any of them, or makes or suffers a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance, or similar law; or makes any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffers or permits, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings which is not vacated within sixty (60) days from the date thereof; or
- (e) has a trustee, receiver, custodian, or other similar official appointed for or take possession of all or any part of the Property or any other of its property or has any court take jurisdiction of any other of its property which remains undismissed for a period of sixty (60) days (except where a shorter period is specified in the immediately following paragraph (f)); or
- (f) fails to have discharged within a period of ten (10) days any attachment, sequestration, or similar writ levied upon any property of such person; or
- (g) fails to pay immediately any final money judgment against such person.

7.05 TRANSFER OF THE PROPERTY. Title to all or any part of the Property (other than obsolete or worn Personal Property replaced by adequate substitutes of equal or greater value than the replaced items when new) shall become vested in any party other than Borrower, whether by operation of law or otherwise. Lender may, in its sole discretion, waive this Event of Default, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following which Lender may require: (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender in its sole judgement; and (b) grantee executing, prior to such sale or transfer, a written assumption agreement containing such terms as Lender may require, such as a principal paydown on the Note, an increase in the rate of interest payable under the Note, a transfer fee, and any other modification of the Note, this Instrument or any of the other Loan Documents which lender may require.

7.06 GRANT OF EASEMENT, ETC. Without the prior written consent of Lender, Borrower grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise

encumbers the Property, unless such action is expressly permitted by this Instrument or any of the other Loan Documents.

7.07 ABANDONMENT. Borrower abandons or vacates any of the Property.

7.08 DETERIORATION. Lender reasonably determines that the condition of the Property has deteriorated.

7.09 FORECLOSURE OF OTHER LIENS. The holder of any lien, security interest or assignment on the Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder:

7.10 LIQUIDATION, DEATH, ETC. The liquidation, termination, dissolution, failure to maintain good standing in the State of Texas (if applicable), death, or legal incapacity of Borrower or any Guarantor.

7.11 MATERIAL, ADVERSE CHANGE. The occurrence of any material, adverse change in the financial condition of Borrower or any Guarantor.

7.12 DEFAULT BY PARTNER OR VENTURER. If Borrower is a partnership or joint venture, a default by any general partner or joint venturer under Borrower's partnership agreement or joint venture agreement. If Borrower is a limited liability company, a default by any member under Borrower's charter or articles of organization.

7.13 TRANSFER OF OWNERSHIP OR BORROWER. If Borrower or the owner of the Property (if other than Borrower) is a corporation, the sale, pledge, encumbrance, or assignment of any shares of its stock without the prior written consent of Lender. If Borrower or the owner of the Property (if other than Borrower) is a partnership or joint venture, the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests or the withdrawal from or admission into it of any general partner or joint venturer without the prior written consent of Lender. If Borrower or the owner of the Property (if other than Borrower) is a limited liability company, the sale, pledge, encumbrance, or assignment of any of its membership interests or the withdrawal from or admission into it of any member without the prior written consent of Lender.

ARTICLE VIII-DEFAULT AND REMEDIES

8.01 ACCELERATION AND WAIVER OF NOTICES. Upon the occurrence of an Event of Default, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Borrower acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Borrower and each Guarantor, surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest. Borrower and each Guarantor, surety, and endorser acknowledge and understand that by these waivers they waive any right they may have to receive notices of default under this Instrument, the Note, and the other Loan Documents, as well as any opportunity to cure any such default.

8.02 NOTICE OF SALE. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least twenty-one (21) days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated. If the Property to be sold is in more than one county, the notice shall designate the county in which the Property is to be sold. In addition, Lender shall, at least twenty-one (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on Borrower and each debtor obligated to pay the Indebtedness secured hereby according to the Lender's records. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Any notice that is required or permitted to be given to Borrower may be addressed to Borrower at Borrower's address as stated above. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by records of Lender, be addressed to such other debtor at the address of Borrower as is shown by the records of Lender. Notwithstanding the

foregoing provisions of this Section, notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

8.03 TRUSTEE'S SALE. Lender may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, as such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale. Lender may bid and become the purchaser of all or any part of the Property at any Trustee's or foreclosure sale hereunder, and the amount of Lender's successful bid may be credited on the Indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder, and Lender shall have the right to cause a subsequent sale or sales to be made hereunder.

8.04 PARTIAL SALES. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Instrument and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Borrower shall never have any right to require the sale of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Lender elects not to accelerate the unpaid balance of the Note or Indebtedness, Lender shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmaturing part of the Indebtedness, but as to such unmaturing part this Instrument shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmaturing part of the Indebtedness.

8.05 FORECLOSURE OF ALL PROPERTY. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to Texas Property Code § 51.002 and Texas UCC § 9.501(d). Borrower shall assemble the Personal Property and make it available to Lender upon Lender's written request. Borrower and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 8.02 above and pursuant to Texas Property Code § 51.002 is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Lender shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Lender may have as a secured party under the Texas UCC.

8.06 TRUSTEE'S DEED. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Borrower hereby agrees, in its behalf and in behalf of Borrower's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Lender, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing

having been duly done by Lender or by Trustee hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Borrower hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Instrument, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

8.07 PROCEEDS OF SALE. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's fees and attorney's fees and costs of title evidence; (b) to all sums secured by this Instrument in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

8.08 POSSESSION AFTER SALE. If the Property is sold pursuant to Section 8.03, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

8.09 COSTS AND EXPENSES. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, attorney's fees and costs of documentary evidence, abstracts, and title reports.

8.10 SUBSTITUTE TRUSTEE. Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Instrument and by applicable law.

8.11 REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

8.12 FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance of the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, nor shall Lender's receipts of any awards, proceeds or damages under this Instrument operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

8.13 WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided in this Article VIII. Borrower, any party who consents to this Instrument, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Instrument and Lender's rights and interests under this Instrument, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Instrument.

ARTICLE IX-ENVIRONMENTAL, HEALTH, AND SAFETY MATTERS

9.01 DEFINITIONS. For the purposes of this Instrument, Borrower, Lender, and Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the following meanings:

(a) "Governmental Requirements" means any and all laws, statutes ordinances, rules, regulations, orders, or determinations of any governmental authority, whether federal, state, county, city, or otherwise pertaining to health safety, or the environment in effect in any and all jurisdictions in which Borrower conducts business or where the Property is located, including without limitation: (i) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended from time to time including without limitation as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), and regulations promulgated thereunder;

(ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended from time to time, including without limitation as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), and regulations promulgated thereunder; (iii) the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), as amended from time to time; (iv) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), as amended from time to time ("ADA"), and all regulations and guidelines promulgated pursuant to the ADA, and all other similar laws, including without limitation the Architectural Barriers Act of 1968, the Texas Architectural Barriers statute of 1978, and the Fair Housing Amendments Act of 1988, and all as amended from time to time and including all regulations promulgated pursuant to any one or more of them; (v) the Endangered Species Act (15 U.S.C. § 1531 *et seq.*), as amended from time to time; (vi) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to "wetlands," including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended from time to time; (vii) the Texas Water Code, as amended from time to time; (viii) the Texas Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE ANN. §§ 361.001-361.345), as amended from time to time.

(b) "Hazardous Materials" means (i) any "hazardous waste" as defined by RCRA, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by CERCLA, and regulations promulgated thereunder; (iii) any toxic substance as defined under or regulated by the Toxic Substances Control Act; (iv) asbestos, polychlorinated biphenyls, radon, or explosive or radioactive materials; (v) underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other "hazardous substance;" (vi) any substance the presence of which on the Property is prohibited by any Governmental Requirements; and (vii) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

(c) "Hazardous Materials Contamination" means the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, groundwater, air, or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Instrument) emanating from the Property.

(d) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial, or other governmental or regulatory action at any time threatened, instituted, or completed pursuant to any Governmental Requirements against Borrower or against or with respect to the Property or its use, and any claim threatened or made by any person against Borrower or against or with respect to the Property or its use relating to damage, contribution, cost recovery, compensation, or injury resulting from any alleged breach or violation of any Governmental Requirements.

(e) "Environmental Condition" means any condition, circumstance, or matter related to or connected with the Property or Borrower's ownership and use of the Property which is covered by any Governmental Requirements.

9.02 REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender that:

(a) Borrower has obtained all necessary permits, licenses, and authorizations for the Property and Borrower's use of the Property, including without limitation all necessary permits, licenses, and authorizations for Borrower's intended development of the Property, construction of the Improvements, or any other improvements to or construction on the Property, if applicable; and

(b) The Property is in compliance with all Governmental Requirements, and Borrower's intended use of the Property will comply with all Governmental Requirements; and

(c) Not in limitation of the foregoing, that: (i) no Hazardous Materials are now located on the Property, and neither Borrower nor, to the best of Borrower's knowledge and belief after due inquiry, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Property or any part thereof; (ii) no part of the Property is being used or, to the best of Borrower's knowledge and belief after due inquiry, has been used at any previous time for the disposal, storage, treatment processing, or other handling of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination; (iii) to the best of the Borrower's knowledge and belief after due inquiry, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any other property adjoining the Property affected by Hazardous Materials Contamination; (iv) to the best of Borrower's knowledge and belief after due inquiry, no investigation, administrative order, consent order and agreement, litigation, or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property; and (v) to the best of Borrower's knowledge and belief after due inquiry, the Property is not currently on and has never been on any federal or state "Superfund" or "Superlien" list.

9.03 BORROWER'S COVENANTS. Borrower agrees to (a) give notice to Lender immediately upon Borrower's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; (b) give notice to Lender immediately upon Borrower's acquiring knowledge of any Environmental Claim; (c) comply at all times with any Governmental Requirements applicable to the Property; (d) require all employees, agents, or representatives of Borrower, all tenants and their agents and employees, and all contractors, subcontractors, suppliers, or other persons performing or involved in the construction or maintenance of the Property and Improvements to comply at all times with all Governmental Requirements; (e) provide Lender with satisfactory evidence of such compliance with Governmental Requirements; and (f) provide Lender, within thirty (30) days after demand by Lender, with a bond, letter of credit, or similar financial assurance evidencing to Lender's satisfaction that the necessary funds are available to pay the cost of complying with any Governmental Requirements, including without limitation removal, treatment and disposal of Hazardous Materials on the Property or Hazardous Materials Contamination to the Property and discharge of any assessments or liens which may be established on or against the Property as a result thereof.

9.04 SITE ASSESSMENTS. Lender (by its officers, employees, and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform site assessments ("Site Assessments") on the Property for the purpose of determining whether there exists on the Property any Environmental Condition which could reasonably be expected to result in a violation of any Governmental Requirements or in an Environmental Claim. The Site Assessments may be performed at any time upon reasonable notice to Borrower, and under reasonable conditions established by Borrower which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Borrower will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Lender shall make the results of such Site Assessments fully available to Borrower, which (prior to an event of default hereunder) may, at Borrower's election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Borrower upon demand of Lender and any such obligations shall be Indebtedness secured by this Instrument.

9.05 INDEMNIFICATION. Borrower, for valuable consideration which Borrower acknowledges receiving, shall defend, indemnify, and hold harmless Lender and Trustee from and against any and all liabilities (including strict liability and including, with regard to Site Assessments, Lender's own negligence), actions, demands, penalties, losses, costs, or expenses (including without limitation attorneys' fees and expenses, and remedial costs), suits, costs of any settlement or judgement and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Instrument) be paid, incurred or suffered by or asserted against Lender or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of and violation or breach of any Governmental Requirements or any Environmental Claim, regardless of whether or not caused by or within the control of Borrower, Lender or Trustee. The representations, covenants, warranties, and indemnifications contained in this Article IX shall survive the release of this Instrument.

9.06 LENDER'S RIGHTS. Lender shall have the right, but not the obligation, prior or subsequent to an Event of Default, without in any way limiting Lender's other rights and remedies under this Instrument, to enter onto the Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve, or minimize the impact of, or otherwise deal with, any Environmental Condition on the Property following receipt of any notice from any person or entity asserting the existence of any Environmental Condition pertaining to the Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Property, or other action and/or which, in Lender's sole opinion, could jeopardize Lender's security under this Instrument. All costs and expenses paid or incurred by Lender in the exercise of any such rights shall be Indebtedness secured by this Instrument and shall be payable by Borrower upon demand.

9.07 NO WAIVER. Notwithstanding any provision in this Article IX or elsewhere in this Instrument, or any rights or remedies granted by this Instrument, Lender does not waive and expressly reserves all rights and benefits now or hereafter accruing to or available to Lender under the "security interest exception" set forth in 40 C.F.R. § 300.1100. No action taken by Lender pursuant to this Instrument or any other Loan Document shall be deemed or construed to be a waiver or relinquishment of any rights or benefits under the "secured creditor exemption", or "secured party exemption" under CERCLA.

ARTICLE X-MISCELLANEOUS PROVISIONS

10.01 RELEASE. Upon payment of all sums and the performance of all obligations secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

10.02 BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or any junior lienholder or Guarantor, without liability on Lender's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section 10.02 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Instrument on the Property. Borrower shall pay Lender a reasonable charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

10.03 NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by United States mail, postage prepaid, addressed to Borrower at Borrower's address stated in this Instrument or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by United States mail, postage prepaid, addressed to Lender at Lender's address stated in this Instrument or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein, but actual notice, however given or received, shall always be effective.

10.04 SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 7.05.

10.05 JOINT AND SEVERAL LIABILITY. All covenants and agreements of Borrower shall be joint and several.

10.06 AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender.

10.07 GOVERNING LAW. THIS INSTRUMENT SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS. THE PERFORMANCE OF THIS DEED OF TRUST, AND ANY DISPUTES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS DEED OF TRUST, SHALL BE DECIDED BY A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, TEXAS, UNLESS MANDATORY VENUE LIES ELSEWHERE UNDER APPLICABLE LAW.

10.08 SEVERABILITY. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable.

10.09 USURY DISCLAIMER. The term "Maximum Lawful Rate" means the maximum rate of interest and the term "Maximum Lawful Amount" means the maximum amount of interest that is permissible under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount permitted by applicable state or federal law, and to prevent such an occurrence Lender and Borrower agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by the Note or with respect to any other amount payable under this Instrument or any of the other Loan Documents, shall be spread,

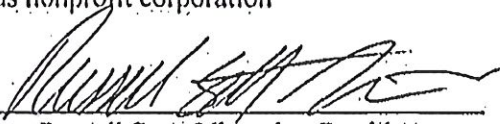
prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such interest exceeds the Maximum Lawful Amount. At maturity (including maturity due to Lender's acceleration of the Note) or on earlier final payment of the Note, Lender shall compute the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower under this Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Borrower. This provision concerning the crediting or refund or excess interest shall control and take precedence over other agreements between Borrower and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

10.10 PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

10.11 CAPTIONS. The captions and headings of the Articles and Sections of this Instrument are for convenience only and are not to be used to interpret or define the terms and provisions of this Instrument.

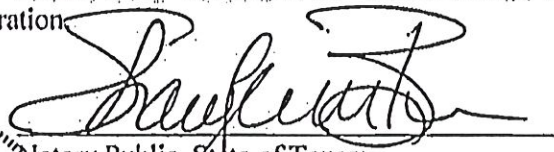
BORROWER'S SIGNATURE:

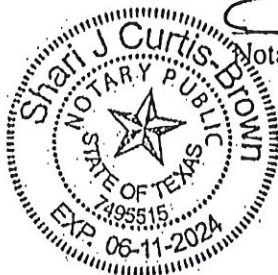
HIGHPOINT CHURCH OF TEXAS, INC., a
Texas nonprofit corporation

By: 
Russell Scott Niemeier, President

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on this the 22 day of December, 2021,
by RUSSELL SCOTT NIEMEIER, as President of HIGHPOINT CHURCH OF TEXAS, INC., a
Texas nonprofit corporation, on behalf of said corporation


Notary Public, State of Texas



After Recording Return To:

CommunityBank of Texas, N.A.
5999 Delaware Street
Beaumont, Texas 77706
Attn: Loan Operations

ADDENDUM

To DEED OF TRUST (Security Agreement, Assignment of Leases, Assignment of Rents and Financing Statement) ("Deed of Trust") by and between HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation, as BORROWER and JOE F. WEST, TRUSTEE for the benefit of COMMUNITYBANK OF TEXAS, N.A., as LENDER

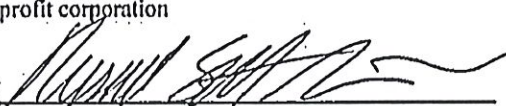
OTHER PROVISIONS. The following terms and provisions are incorporated in the Deed of Trust and made a part thereof:

(a) Notwithstanding Section 6.06 of this Deed of Trust, Lender hereby waives the establishment of a tax and insurance escrow (the "Escrow") under the provisions of said Section 6.06, but Lender, at its sole option and without respect as to whether or not an Event of Default under this Deed of Trust has occurred or continues, may revoke such waiver by written notice to Borrower and require the establishment of an Escrow for the remainder of the term of the loan evidenced by the note. However, while no Escrow is required by Lender, Borrower, without notice, request or demand from Lender, agrees to furnish to Lender annually, on or before the 15th day of February, copies of "paid" tax receipts, or other evidence satisfactory to Lender (in its sole discretion), evidencing Borrower's payment in full of all taxes and assessments levied against the Property by all taxing authorities for the immediately preceding calendar year.

(b) Notwithstanding anything contained herein or in any document evidencing or creating the Note or the Indebtedness secured hereby or any part or parts thereof or any other security agreement or other document heretofore, herewith, or hereafter executed in connection with or related to the credit obligation contained herein, if this instrument is part of a consumer credit obligation (as defined or described in 12 C.F.R. 227, Regulation AA, as promulgated by the Federal Reserve Board, as now written or hereafter amended), the security for the credit obligation described herein shall not extend to any non-possessory security interest in household goods (as defined in said regulation AA) other than a purchase money security interest and no waiver of any notice contained herein or therein shall be construed under any circumstances to extend to any waiver of notice prohibited by Regulation AA.

(c) The principal amount of the Note secured by this Deed of Trust represents funds this day advanced by Lender to Borrower and used by Borrower to pay, in whole or in part, the purchase price for the Property herein described, and Borrower hereby expressly acknowledges a vendor's lien on said Property as security for the payment of said Note. This Deed of Trust does not waive the vendor's lien, and the two (2) liens and the rights created by this Deed of Trust shall be cumulative; and Lender may elect to foreclose under either of the liens without waiving the other, or may foreclose under both.

HIGHPOINT CHURCH OF TEXAS, INC., a Texas
nonprofit corporation

By: 

Russell Scott Niemeyer, President

"Borrower"

EXHIBIT "A"
(Page 1 of 2)

TRACT 1:

Lot One (1), in block One (1), of L. Christoph Subdivision section 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas.

TRACT 2:

FIELD NOTES DESCRIPTION OF A 12.387 ACRE TRACT OF LAND OUT OF 14.3164 ACRES OF LAND OUT OF TRACT 1 AS DESCRIBED IN VOLUME 2041, PAGE 400, OF THE OFFICIAL RECORDS OF GALVESTON COUNTY, TEXAS, IN THE A.H. JACKSON SURVEY, ABSTRACT 128, GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with a cap stamped "True Meridian" at the most Northerly corner of Lot 1, in Block 1, of L. CHRISTOPH SUBDIVISION SECTION 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County clerk of Galveston County, Texas, from which a found and bent 5/8 inch iron rod bears S 40°37' E – 0.5 feet;

THENCE N 43°33'32" W, passing at 620.79 feet a found 1 inch iron pipe, continuing in all a total distance of 693.22 feet to a point in the centerline of Chigger Creek, said point being the most Northerly corner of said 14.3164 acre tract;

THENCE with the following courses and distances up the centerline of Chigger Creek to the most Westerly corner of said 14.3164 acre tract;

N 66°06'50" W – 56.39 feet
N 52°28'39" W – 52.47 feet
S 71°50'11" W – 43.74 feet
S 40°51'22" W – 93.55 feet
S 20°17'16" W – 61.16 feet
S 28°24'53" W – 49.94 feet
S 70°51'00" W – 62.60 feet
S 83°25'36" S – 63.83 feet
N 45°30'09" W – 100.01 feet
N 71°35'32" W – 31.87 feet
S 87°09'28" W – 51.24 feet
S 62°27'10" W – 51.13 feet
S 75°50'58" W – 23.96 feet

EXHIBIT "A"
(Page 2 of 2)

THENCE S 43°33'32" E, passing at 110.53 feet a found 1/2 inch iron rod, passing at 355.70 feet a found 1/2 inch iron rod, passing at 765.61 feet the most Northerly corner of a tract of land as described in Volume 3063, Page 12 of the Galveston County Deed Records, from which a found 1/2 inch iron rod bears S 25°45' W – 0.2 feet and a found 5/8 inch iron rod with a cap stamped "Windrose" bears N 25°20' E – 0.2 feet, continuing in all a total distance of 1,344.37 feet to a 1/2 inch iron rod found on the Northwest right-of-way line of W. Parkwood Drive, a.k.a. FM 528, (right-of-way width varies);

THENCE N 45°59'00" E along the Northwest right-of-way line of W. Parkwood Drive, a distance of 365.43 feet to the most Southerly corner of said L. CHRISTOPH SUBDIVISION SECTION 1, from which a found 5/8 inch iron rod with a cap stamped "Half" bears S 11°01' E – 0.3 feet;

THENCE N 43°33'32" W along the Southwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 324.35 feet to a 1/2 inch iron rod set with a cap stamped "True Meridian" for corner;

THENCE N 45°59'00" E along the Northwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 134.57 feet to the PLACE OF BEGINNING and containing 12.387 acres of land, more or less.

EXHIBIT "B"
(to Deed of Trust)

This exhibit covers the types (and items) of personal property listed below that Borrower owns or has sufficient rights in which to transfer an interest, now or in the future, now or hereafter located at, used in connection with, attached to or used in or about the building or buildings now erected or hereafter to be erected on the Land, more fully described on Exhibit "A", and all proceeds and products of the property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the property):

1. Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Borrower may have by law or agreement against any account debtor or obligor of Borrower;
2. Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in progress, or material used or consumed in Borrower's business;
3. Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools. The property includes any equipment described in a list or schedule Borrower gives to secured party, but such a list is not necessary to create or perfect a valid security interest in all of Borrower's equipment;
4. Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation and tangible and electronic chattel paper;
5. General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Borrower's name;
6. Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts;
7. Government Payments and Programs: All payments, accounts, general intangibles, and benefits including but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance, diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program;
8. Investment Property: All investment property including but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts and financial assets; and
9. Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook and similar accounts.

FILED AND RECORDED

Instrument Number: 2021093735

Recording Fee: 118.00

Number Of Pages: 25

Filing and Recording Date: 12/30/2021 8:34AM

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

STATE OF TEXAS
COUNTY OF GALVESTON

I, BRENDA KAY CHRISTOPH BEING THE OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF L. CHRISTOPH SUBDIVISION, SECTION 1 DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, PRIVATE DRIVES (FIRE LANES), LOTS, ALLEYS, PARKS, BUILDINGS LINES, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS L. CHRISTOPH SUBDIVISION, SECTION 1, LOCATED IN THE A. H. JACKSON SURVEY, ABSTRACT-128, FRIENDSWOOD, GALVESTON COUNTY, TEXAS AND DEDICATE TO PUBLIC USE, AS SUCH THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND MYSELF, MY SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

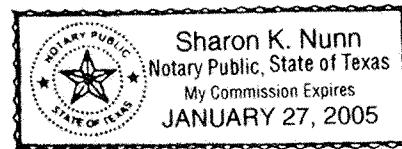
Brenda Kay Christoph
BRENDA KAY CHRISTOPH

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRENDA KAY CHRISTOPH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF February 2002.

Signature *Sharon K. Nunn*
Printed Name Sharon K. Nunn



I, PATRICIA RITCHIE, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____ AT _____ O'CLOCK, _____ M., AND DULY RECORDED ON _____ AT _____ O'CLOCK, _____ M., IN PLAT RECORD MAP NUMBER _____ GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY LAST ABOVE WRITTEN:

PATRICIA RITCHIE
COUNTY CLERK GALVESTON
COUNTY, TEXAS
BY _____ DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF L. CHRISTOPH SUBDIVISION, SECTION 1 AS SHOWN THEREON IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN AND SECRETARY OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, THIS 27th DAY OF February 2002.

Diana Steelquist
DIANA STEELQUIST
DEVELOPMENT COORDINATOR

Tom Burke
TOM BURKE
PLANNING AND ZONING CHAIRMAN

I, MICKIEL G. HODGE, P.E., CITY ENGINEER OF THE CITY OF FRIENDSWOOD, TEXAS DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS, AND FURTHER IT COMPLIES WITH ALL OF THE OF THE ORDINANCES AS ADOPTED BY THE CITY COUNCIL.

Mickiel G. Hodge 2/2/02
MICKIEL G. HODGE, P.E.
CITY ENGINEER

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT:

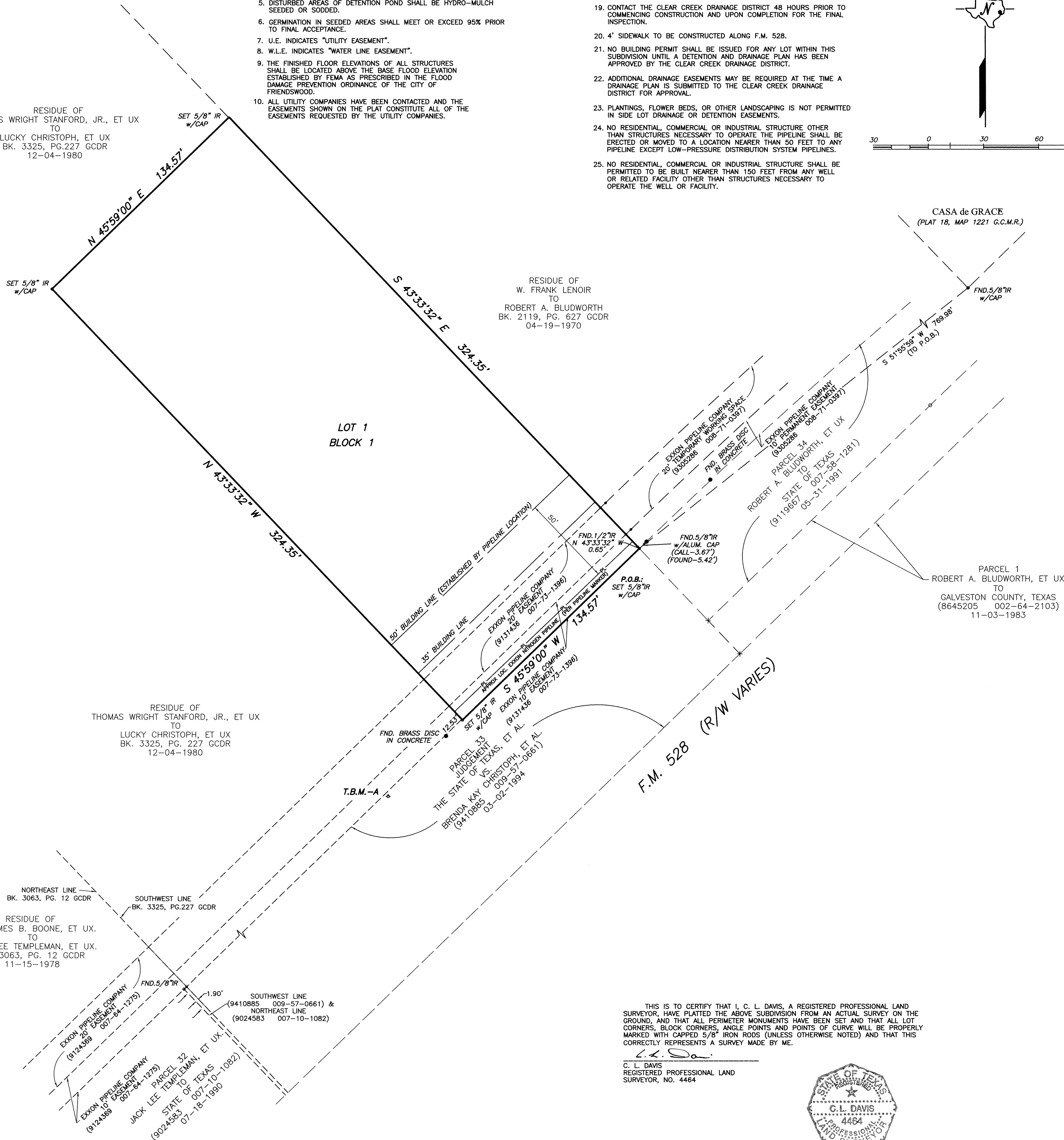
Dale Chapp 2/5/02
SUPERVISOR DATE
Hal Ramm 2/5/2002
SUPERVISOR DATE

BENCHMARK:
U.S.C. & G.S. CONCRETE MONUMENT
STAMPED E-459 LOCATED ON THE NORTH
R/W LINE OF BRIARMEADOW APPROX. 185'
WEST OF THE CENTERLINE OF SUNSET DRIVE.
ELEVATION : 26.34 (1978 ADJUSTMENT)

T.B.M.-A
"LL" IN MUELLER ON FIRE HYDRANT LOCATED
APPROXIMATELY 58' SOUTHWEST OF THE
SOUTH CORNER OF SUBJECT.

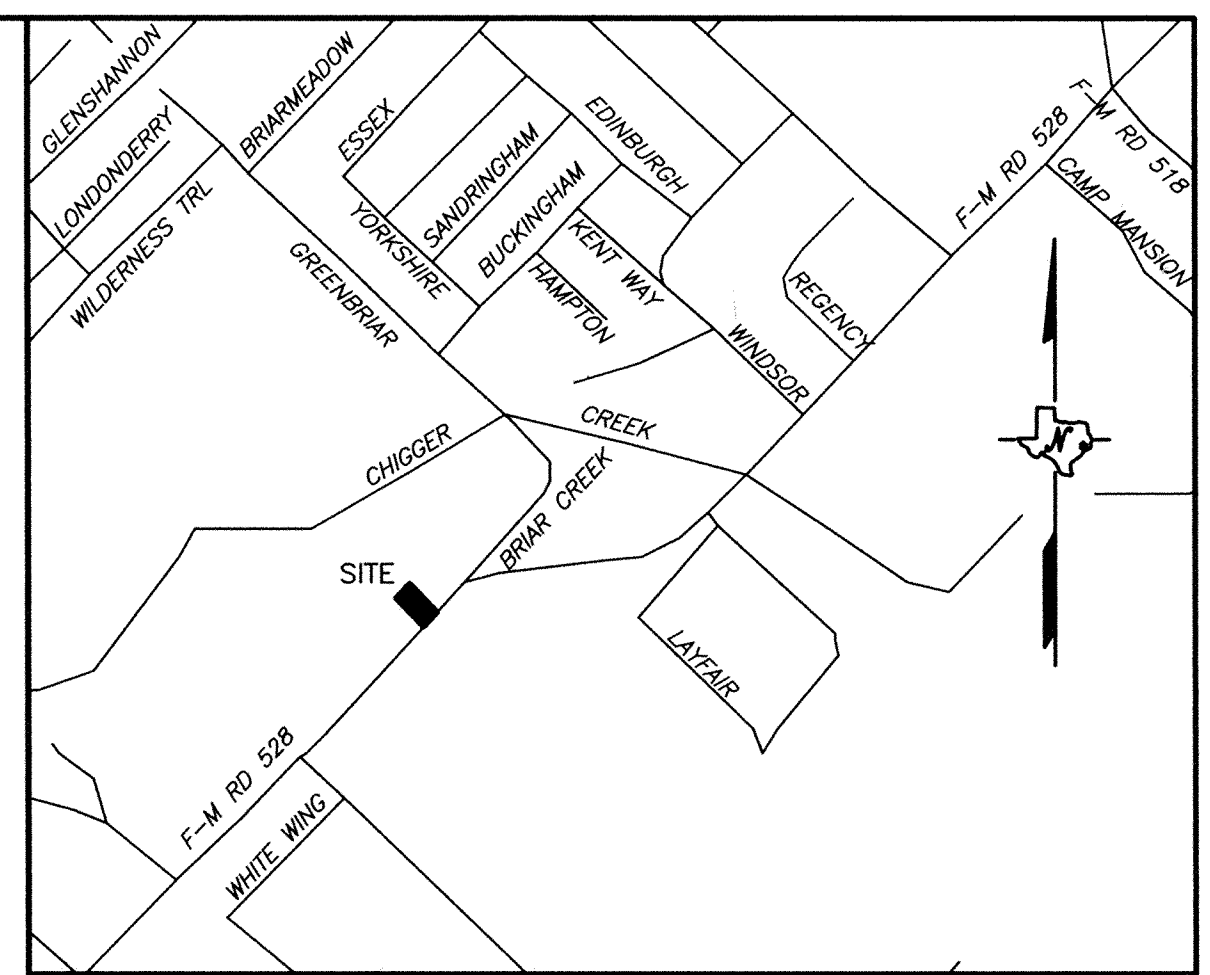
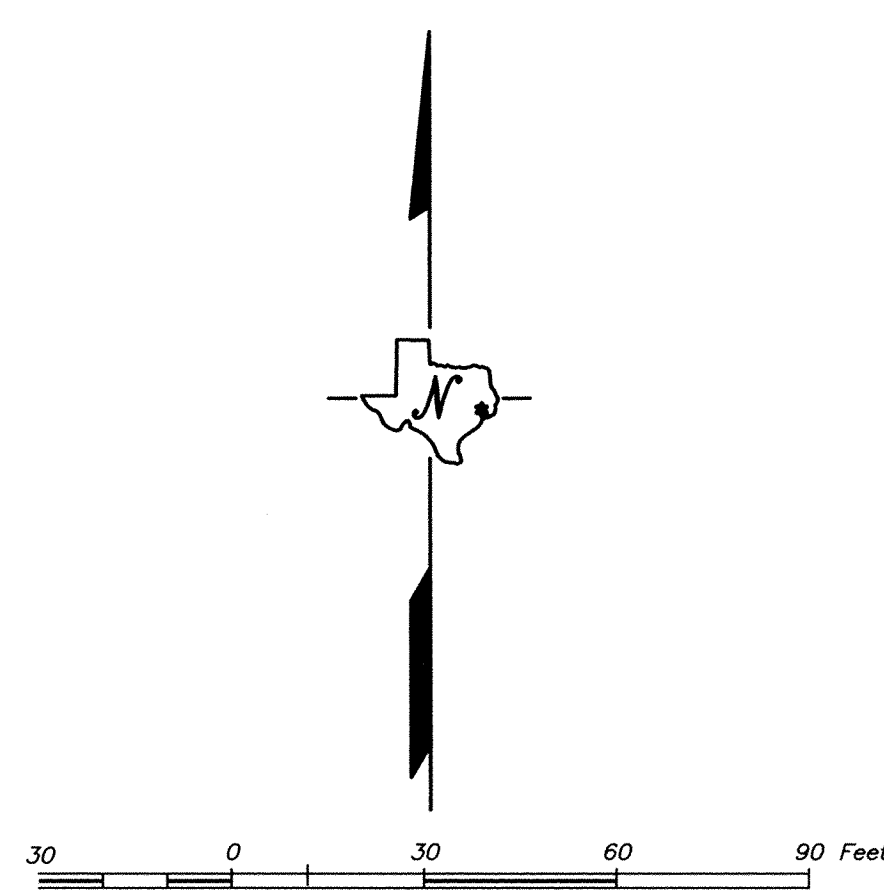
ELEVATION : 31.91

RESIDUE OF
THOMAS WRIGHT STANFORD, JR., ET UX
TO
LUCKY CHRISTOPH, ET UX
BK. 3325, PG.227 GCDR
12-04-1980



- NOTES:
1. THERE ARE NO PIPELINE EASEMENTS ON SUBJECT PROPERTY EXCEPT AS SHOWN.
 2. THIS TRACT LIES IN ZONE "X", AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485468 0005 E., DATED 09-22-1999. THIS STATEMENT IS BASED ON SCALING SAID TRACT ON THE ABOVE REFERENCED MAP.
 3. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS AND ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.
 4. DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
 5. DISTURBED AREAS OF DETENTION POND SHALL BE HYDRO-MULCH SEEDED OR SODDED.
 6. GERMINATION IN SEEDDED AREAS SHALL MEET OR EXCEED 95% PRIOR TO FINAL ACCEPTANCE.
 7. U.E. INDICATES "UTILITY EASEMENT".
 8. W.L.E. INDICATES "WATER LINE EASEMENT".
 9. THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD.
 10. ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUESTED BY THE UTILITY COMPANIES.

11. B.L. INDICATES "BUILDING LINE".
12. D.E. INDICATES "DRAINAGE EASEMENT".
13. S.S.E. INDICATES "SANITARY SEWER EASEMENT".
14. S.L.E. INDICATES "STREET LIGHT EASEMENT".
15. G.C.M.R. INDICATES "GALVESTON COUNTY MAP RECORDS".
16. G.C.P.R. INDICATES "GALVESTON COUNTY PLAT RECORDS".
17. G.C.D.R. INDICATES "GALVESTON COUNTY DEED RECORDS".
18. MAINTENANCE OF THE DETENTION FACILITY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
19. CONTACT THE CLEAR CREEK DRAINAGE DISTRICT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR THE FINAL INSPECTION.
20. 4' SIDEWALK TO BE CONSTRUCTED ALONG F.M. 528.
21. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE CLEAR CREEK DRAINAGE DISTRICT.
22. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE CLEAR CREEK DRAINAGE DISTRICT FOR APPROVAL.
23. PLANTINGS, FLOWER BEDS, OR OTHER LANDSCAPING IS NOT PERMITTED IN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
24. NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE SHALL BE ERRECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE EXCEPT LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES.
25. NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.



VICINITY MAP
SCALE: 1" = 1/4 Mi.

All that certain 1.002 acres out of A. H. Jackson Survey, Abstract Number - 128 according to the plat thereof filed in Volume 105, Page 151 Galveston County Plat Records and being part of that certain tract described in a deed dated 12-04-1980 from Thomas Wright Stanford, Jr., et ux to Lucky Christoph, et ux filed in Book 3325, Page 227 Galveston County Deed Records and being more particularly described by metes and bounds as follows;

Beginning at a set 5/8" iron rod with cap marking the north corner of that certain right-of-way judgment dated 03-02-1994 between the State of Texas, et al versus Brenda Kay Christoph, et al as filed in Official Records of Real Property of Galveston County at Clerk's File Number 94-10885, Film Code Number 009-57-0661, from which a found 1/2" iron rod bears N 43°33'32" W - 0.65';

1. Thence S 45° 59' 00" W - 134.57' (base bearing) with the northwest right-of-way line of Farm Market Road 528 as established by said right-of-way judgment as filed in Official Records of Real Property of Galveston County at Clerk's File Number 94-10885 Film Code Number 009-57-0661 to a set 5/8" iron rod with cap for corner;

2. Thence N 43° 33' 32" W - 324.35' to a set 5/8" iron rod with cap for corner;

3. Thence N 45° 59' 00" E - 134.57' to a set 5/8" iron rod with cap for corner;

4. Thence S 43° 33' 32" E - 324.35' with the northeast line of said Christoph tract to the POINT OF BEGINNING and containing 1.002 acres (43,646 square feet) of land more or less.

FINAL PLAT OF L. CHRISTOPH SUBDIVISION SECTION 1

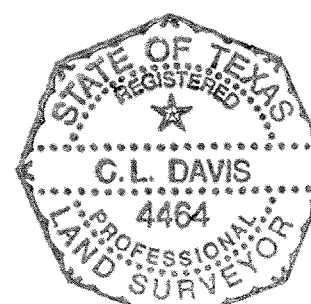
1.002 ACRES OUT OF
A. H. JACKSON SURVEY, ABSTRACT 128
FRIENDSWOOD, GALVESTON COUNTY, TEXAS
1 BLOCK 1 LOT 0 RESERVE
FEBRUARY 04, 2002

OWNER:
BRENDA KAY CHRISTOPH
1406 WEST PARKWOOD AVE.
(FM 528)
FRIENDSWOOD, TEXAS
(713)816-5004

SURVEYOR:
C.L. DAVIS & COMPANY
1500 WINDING WAY
FRIENDSWOOD, TEXAS
(281)482-9490
(281)482-1294 FAX

THIS IS TO CERTIFY THAT I, C. L. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL LOT CORNERS, BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE WILL BE PROPERLY MARKED WITH CAPPED 5/8" IRON RODS (UNLESS OTHERWISE NOTED) AND THAT THIS CORRECTLY REPRESENTS A SURVEY MADE BY ME.

C. L. Davis
C. L. DAVIS
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 4464



GALVESTON COUNTY
CITY OF FRIENDSWOOD, TEXAS
HIGHPOINT CHURCH
PRELIMINARY CONSTRUCTION PLANS



NOVEMBER 16, 2022

Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

Director _____ Date _____

Director _____ Date _____

The approval granted by these signatures does not constitute the District's approval for the granting of any construction or building permits. This preliminary approval shall expire in six (6) months.

GCCDD REF# G220045

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE_3@OUTLOOK.COM

DANIEL SCOTT
SINCE 2007
ENGINEERING, LLC

TBPE F-9827 (281) 519-8530
P.O. BOX 1549, ALVIN, TX 77512 scott@danielscottengineering.com

DRAWING INDEX

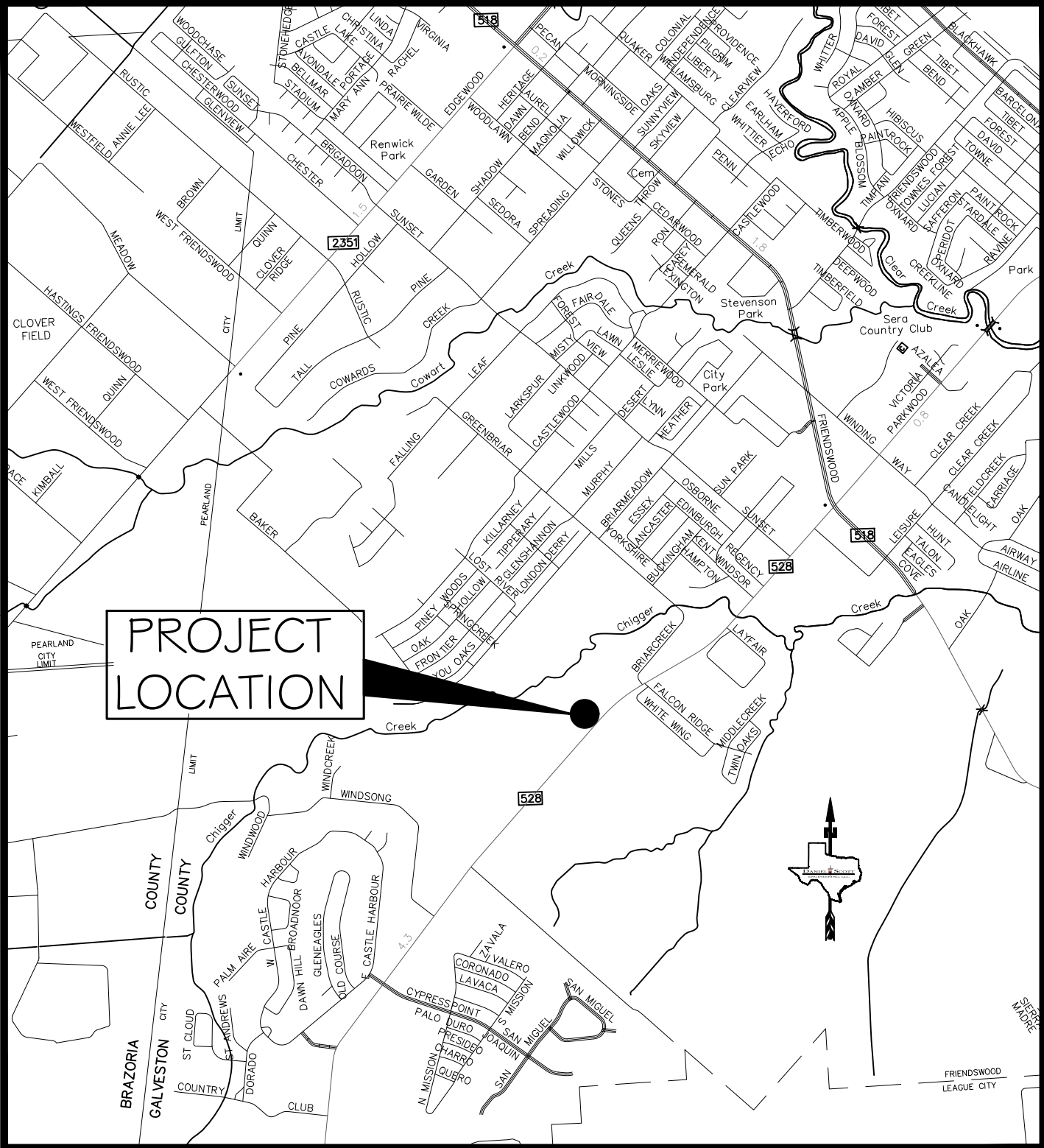
SHEET # DRAWING NAME

CIVIL PLANS

- C1. VICINITY MAP, LOCATION MAP & DRAWING INDEX
C2. GENERAL CONSTRUCTION NOTES
C3. GENERAL CONSTRUCTION NOTES (CONTINUED)
C4. CIVIL SITE & LANDSCAPE PLAN
C5. PRELIMINARY DRAINAGE PLAN
C6. PRELIMINARY DRAINAGE CALCULATIONS & DETAILS
C7. PRELIMINARY GRADING PLAN
C8. PRELIMINARY PAVING PLAN
C9. SWPPP
C10. BARRICADE AND MISCELLANEOUS DETAILS
C11. PAVING STANDARD DETAILS
C12. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS
C13. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS (CONT.)
C14. STORM SEWER STANDARD DETAILS
C15. GCCDD STANDARD DETAILS
C16. GCCDD STANDARD DETAILS
C17. GCCDD STANDARD DETAILS

ATTACHMENTS

- A1 PHOTOMETRIC PLAN AND EXISTING BUILDING ELEVATIONS



VICINITY MAP
KEY MAP: 655M
SCALE: 1" = 1/2 MILE

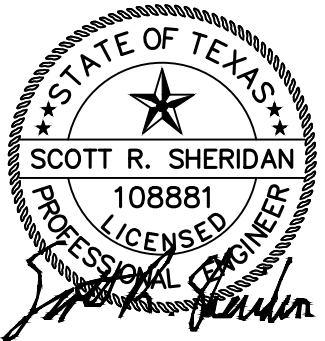


Jildardo Arias, PE, CFM
Director of Engineering/
City Engineer _____ Date _____

Renee Ibarra, CFM, CPM
Director of Public Works _____ Date _____

NOTE:
This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2022



NOVEMBER 16, 2022

-
- 134.57'
- BUILDING LINE: 25'
- HIGHPOINT CHURCH OF TEXAS, INC
FILE No. 2021093735
G.C.D.R.
- BUILDING LINE: 10'
- EXISTING BUILDING
1-STORY
2830 SQ FT
- 8.00'
- 15' LANDSCAPE BUFFER
- 30" R.C.P. ELEV. 26.40
- 12" R.C.P. ELEV. 26.54
- 30" R.C.P. ELEV. 26.59
- 150' DEEP FIRE LANE
- PROPOSED DRIVE
- EXISTING DRIVE
- 5' SIDEWALK
- PROPOSED MONUMENT SIGN
- EXXON PIPELINE COMPANY
10' ESMT.
FILE No. 9131436 G.C.D.R.
- EXXON PIPELINE COMPANY
10' ESMT.
FILE No. 9131436 G.C.D.R.
- EXFIRE HYDRANT
- EX WATER METER
- 30" R.C.P. ELEV. 26.52
- 30" R.C.P. ELEV. 26.65
- TBM "A"
- STATE OF TEXAS, ET AL
VS
BRENDA KAY CHRISTOPH
- BEING 09218 OF ONCE ACRE OF LAND OUT OF 143164 ACRE TRACT LOCATED IN THE AH JACKSON SURVEY A-118 BEING THAT SAME TRACT CONVEYED TO LUCKY CHRISTOPH AND WIFE UNDER VOL. 335 PG. 221
FILE No. 9410885 G.C.D.R.
- F.M. 528 (R.O.W VARIES)

4'-0" MIN

2% MAX

18'-0" (VAN SIDE)
18'-10" (SE SIDE)

4" WIDE PAINT STRIPES

PAINTED ACCESSIBILITY SYMBOL

9'-0" 9'-0"

NOTE: H.C. SPACES AND AISLE TO HAVE MAX. 2% SLOPE IN EITHER DIRECTION.

1'-0"

1'-2"

8" MAX

5'-0" TO BOTTOM OF LETTERS

NO LOWER THAN 5' AND NO HIGHER THAN 6'

EQ EQ

OF PARKING SPACE

4'-0" SIDEWALK

2'-0"

WHEEL STOP

30 0 15 30 60

SCALE: 1" = 30"

RESERVED

SIGN FACE SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE "RESERVED" OR EQUIVALENT LANGUAGE

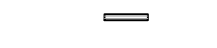
"PROVIDE "VAN ACCESSIBLE" SIGN AND WIDER AISLE AT CLUBHOUSE

NOTE: SIGN SHOULD BE CENTERED ON H.C. PARKING SPACE

(ATTACHED TO PROPOSED RAMP)

PARKING & LANDSCAPE SUMMARY			
AREA EXISTING	=	2,830	SQ-FT
AREA GROSS FLOOR TOTAL	=	2,830	SQ-FT
GENERAL BUSINESS OFFICES	=	3.80	SPACES PER 1,000 SQ-FT
PARKING SPACES REQUIRED	=	11	SPACES
PARKING SPACES PROVIDED	=	11	SPACES
AREA TOTAL OF PARKING SPACES & DRIVEWAYS	=	9,461	SQ-FT
LANDSCAPING REQUIRED 15% OF PARKING AREA	=	1,419	SQ-FT
LANDSCAPING PROVIDED 15% OF PARKING AREA	=	7,825	SQ-FT
LANDSCAPING BUFFER REQUIRED 1 TREE EVERY 30 MINUS DRIVEWAYS	=	14	EACH
LANDSCAPING BUFFER PROVIDED 1 TREE EVERY 30 MINUS DRIVEWAYS	=	14	EACH

AC	ACRES
BL	BUILDING LINE
B550	BACK SLOPE SWALE OUTFALL
CF5	CUBIC FEET PER SECOND (FLOW RATE)
CMRUGATED	CORRUGATED METAL PIPE
CPC	CONCRETE PILOT CHANNEL
DE	DRAINAGE EASEMENT
EL	ELEVATION
EO	EMERGENCY OVERFLOW
EXIST	EXISTING
FG	FINISHED GRADE
FL 46.27	FLOWLINE ELEVATION
FF	MINIMUM FINISHED FLOOR
G	GUTTER
HDPE	HIGH DENSITY POLYETHYLENE PIPE
JB	JUNCTION BOX
LSE	LANDSCAPE EASEMENT
MB	MAINTENANCE BERM
MH	MANHOLE
PP	POWER POLE
PROP	PROPOSED
PBM	PROJECT BENCHMARK NUMBER
PVMT	PAVEMENT
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SDR	SLENDER DIAMETER RATIO PIPE
SSOS	STORM SEWER INLET AND OUTFALL STRUCTURE
STRM	STORM
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TS	TOP OF STAIRS
WLE	WATERLINE EASEMENT



CLASS 1 OR 2 TREES; MIN. 2-INCH CALIPER
(BRADFORD PEAR OR APPROVED EQUAL)

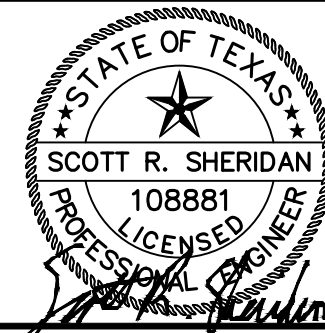
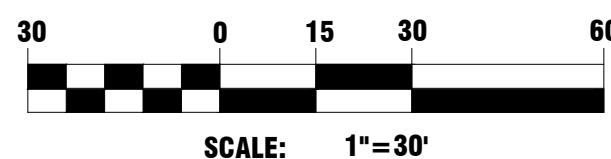
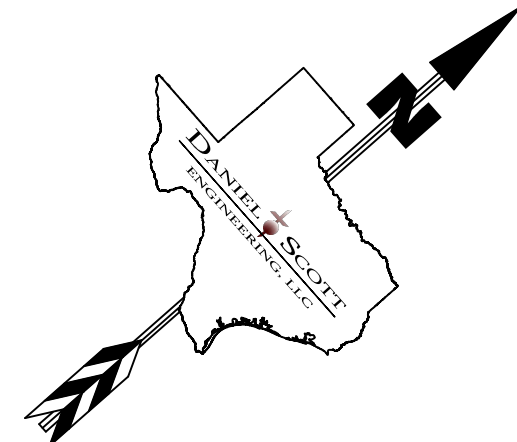
PROPOSED WHEEL STOP

PROPOSED SHRUBS - 2' 6" TALL (MINIM.)

PROPOSED PARKING LOT LIGHT

SURVEYOR:
F.M.S SURVEYING
7523 RUSSELL STREET
MANVEL, TEXAS 77578
JASON P. SHERIDAN
PHONE: (281) 519-8530
EMAIL: jps@fmssurveying.com
TBPLS FIRM # 10040400

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE_3@OUTLOOK.COM



NOVEMBER 16, 2022

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DANIEL SCOTT
ENGINEERING, LLC

TBPE F-9827 (281) 519-8530
P.O. BOX 1549, ALVIN, TX 77512 scott@danielscottengineering.com

HIGHPOINT CHURCH

FRIENDSWOOD, GALVESTON COUNTY, TEXAS

CIVIL SITE & LANDSCAPE PLAN



Jildardo Arias, PE, CE
Director of Engineering
City Engineer

Fred Ibarra, CFM, CI
Director of Public Works

NOTE:

This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Frisco. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2011

DRAWING SCALE	Project No.
HORIZ: 1"=30' VERT: NA	DSE22-008
SHEET No.	Drawing No.
C4 OF C17	DSE22008-130



FRONT VIEW



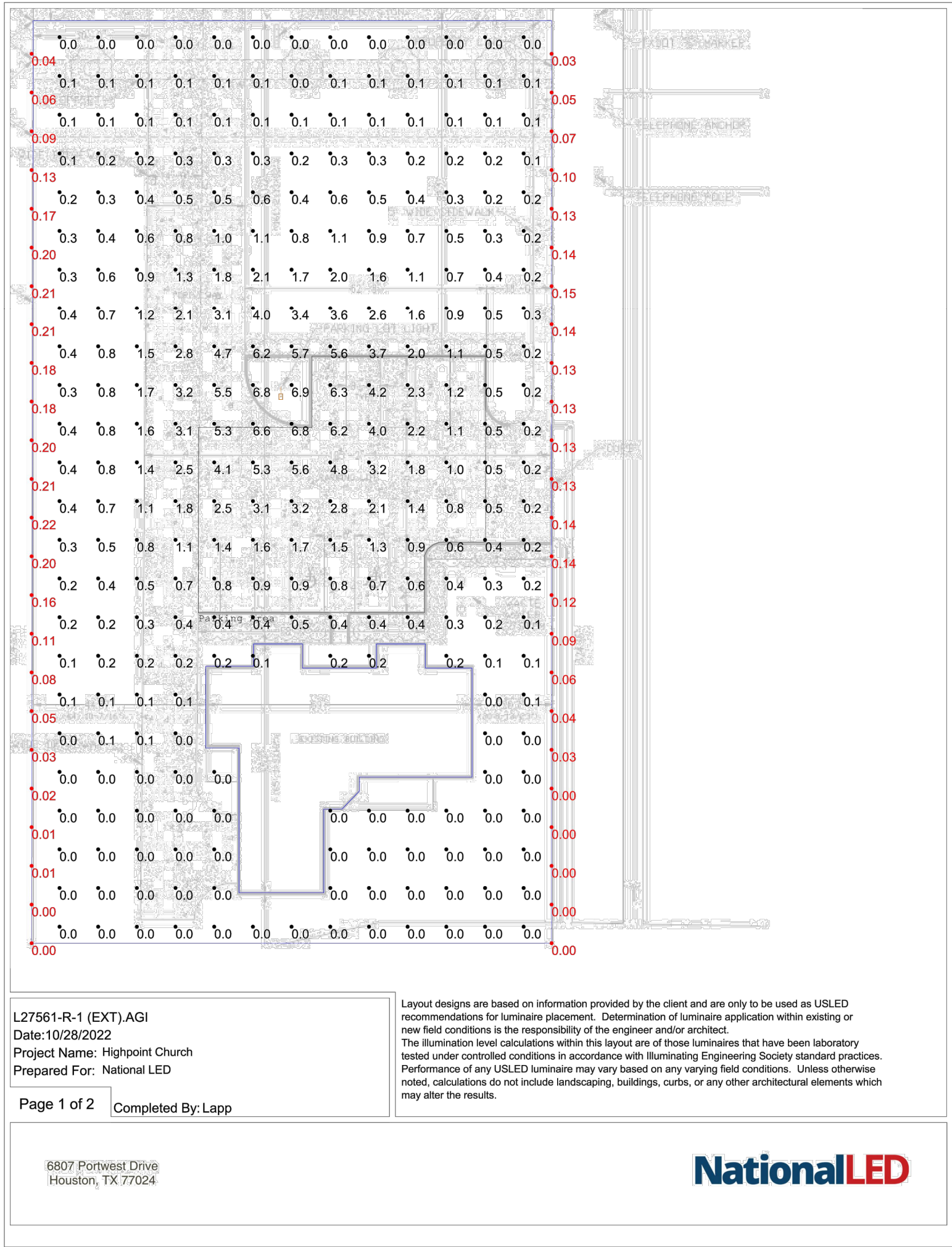
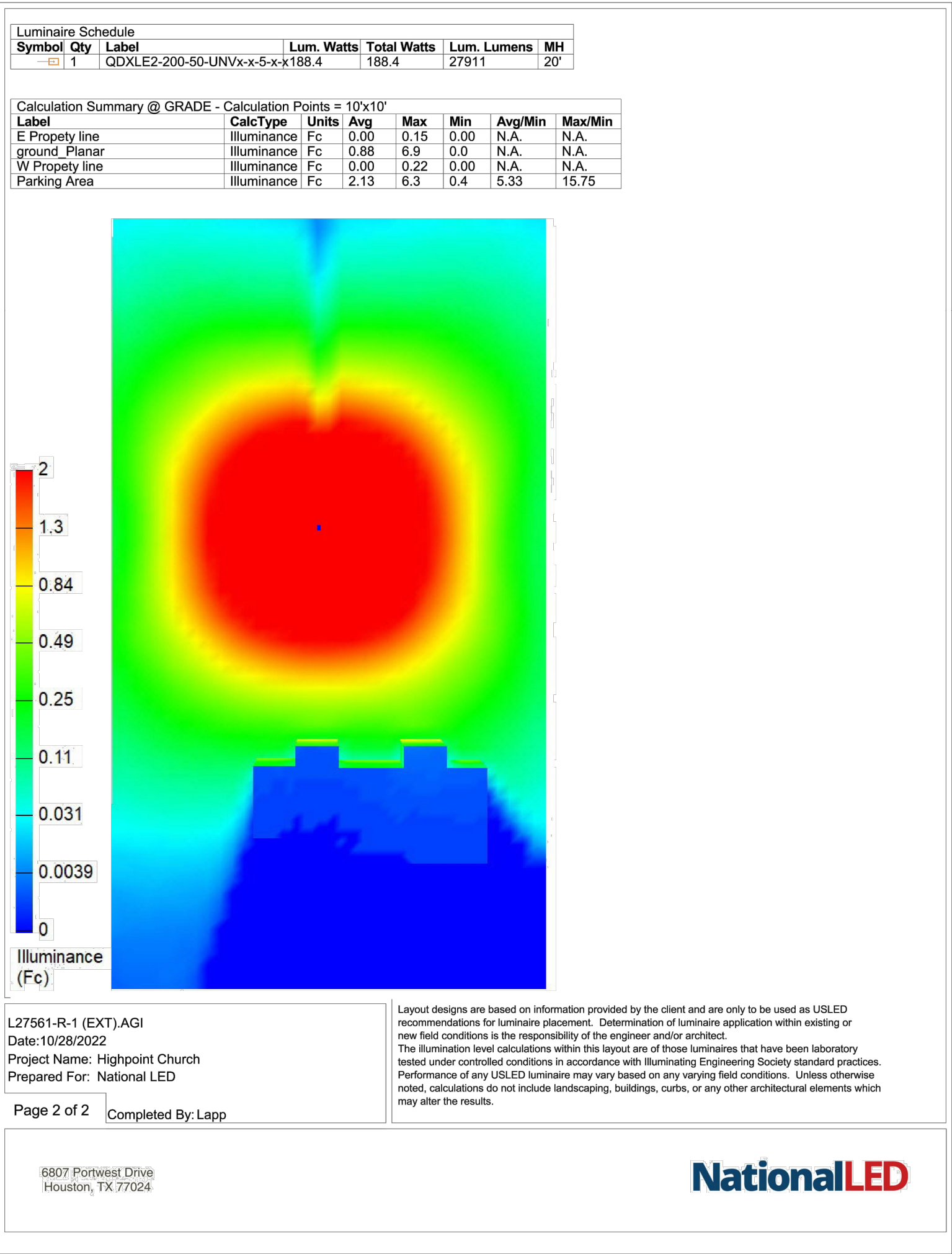
REAR VIEW



LEFT SIDE VIEW

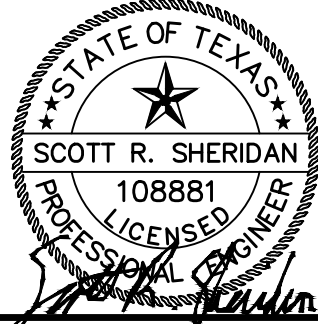


RIGHT SIDE VIEWS



SURVEYOR:
F.M.S SURVEYING
7523 RUSSELL STREET
MANVEL, TEXAS 77578
JASON P. SHERIDAN
PHONE: (281) 519-8530
EMAIL: jps@fmsurveying.com
TBPLS FIRM # 10040400

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE_9@OUTLOOK.COM



NOVEMBER 16, 2022

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DANIEL SCOTT
ENGINEERING, LLC
TBPE F-9827
P.O. BOX 1549, ALVIN, TX 77512
(281) 519-8530
scott@danielscottengeering.com

HIGHPOINT CHURCH
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

PHOTOMETRIC PLAN AND
EXISTING BUILDING ELEVATIONS



Steven Arnes, PE, CEM
Director of Engineering
City Engineer

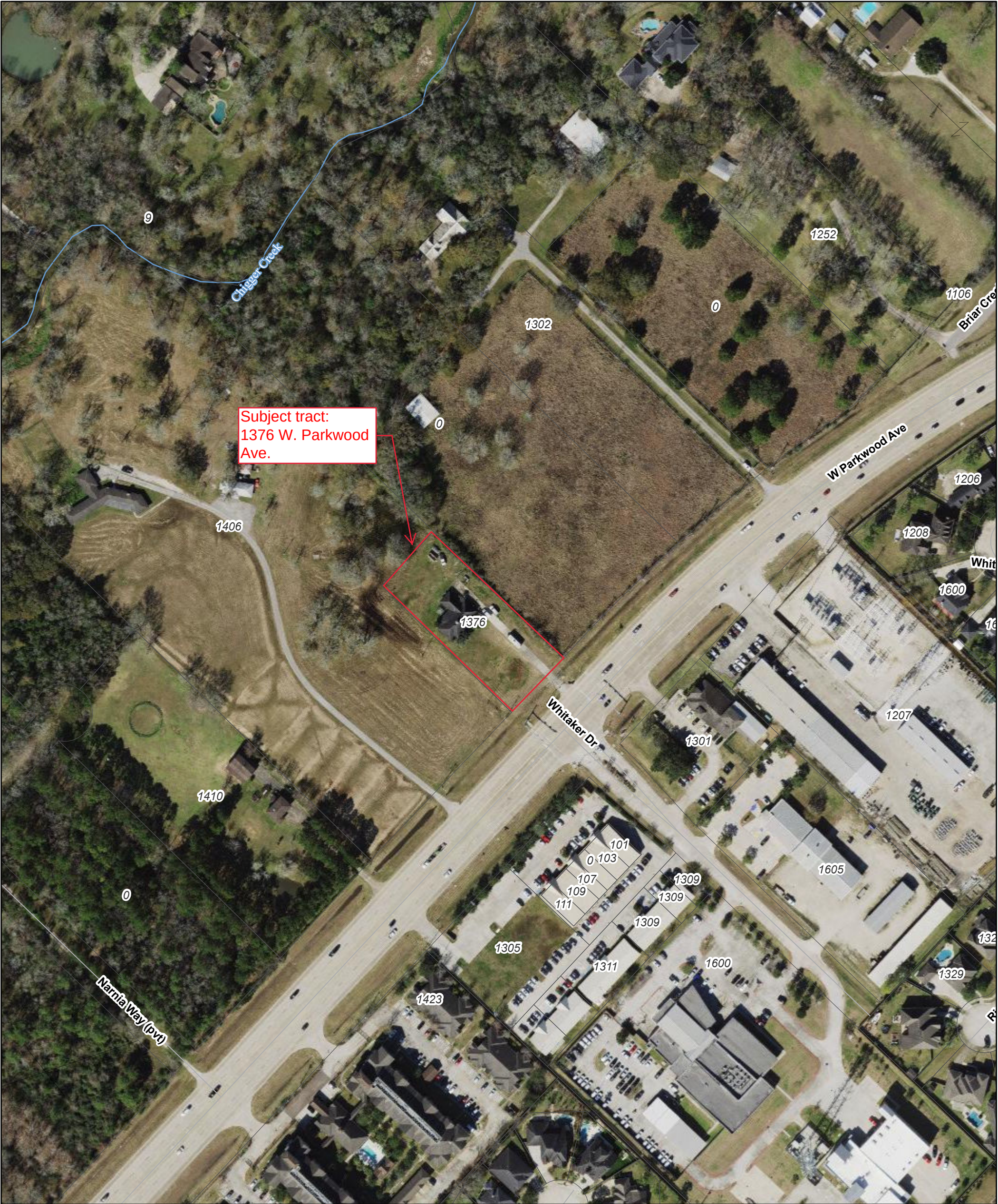
David Barry, CEM, CMR
Director of Public Works

NOTE: It is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established for the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. After this date, the data and calculations must be rechecked and approved by a professional engineer licensed to practice engineering in the State of Texas, which corrects the engineer's responsibility and accountability.

REVISION DATE: SEPTEMBER 5, 2022

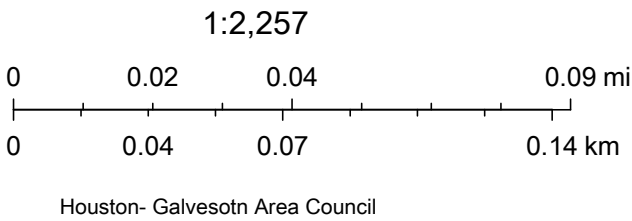
DRAWING SCALE	Project No.
HORIZ. NTS VERT. NA	D5E22-008
SHEET No.	Drawing No.
A1 OF A1	D5E22008-700

Friendswood, Texas

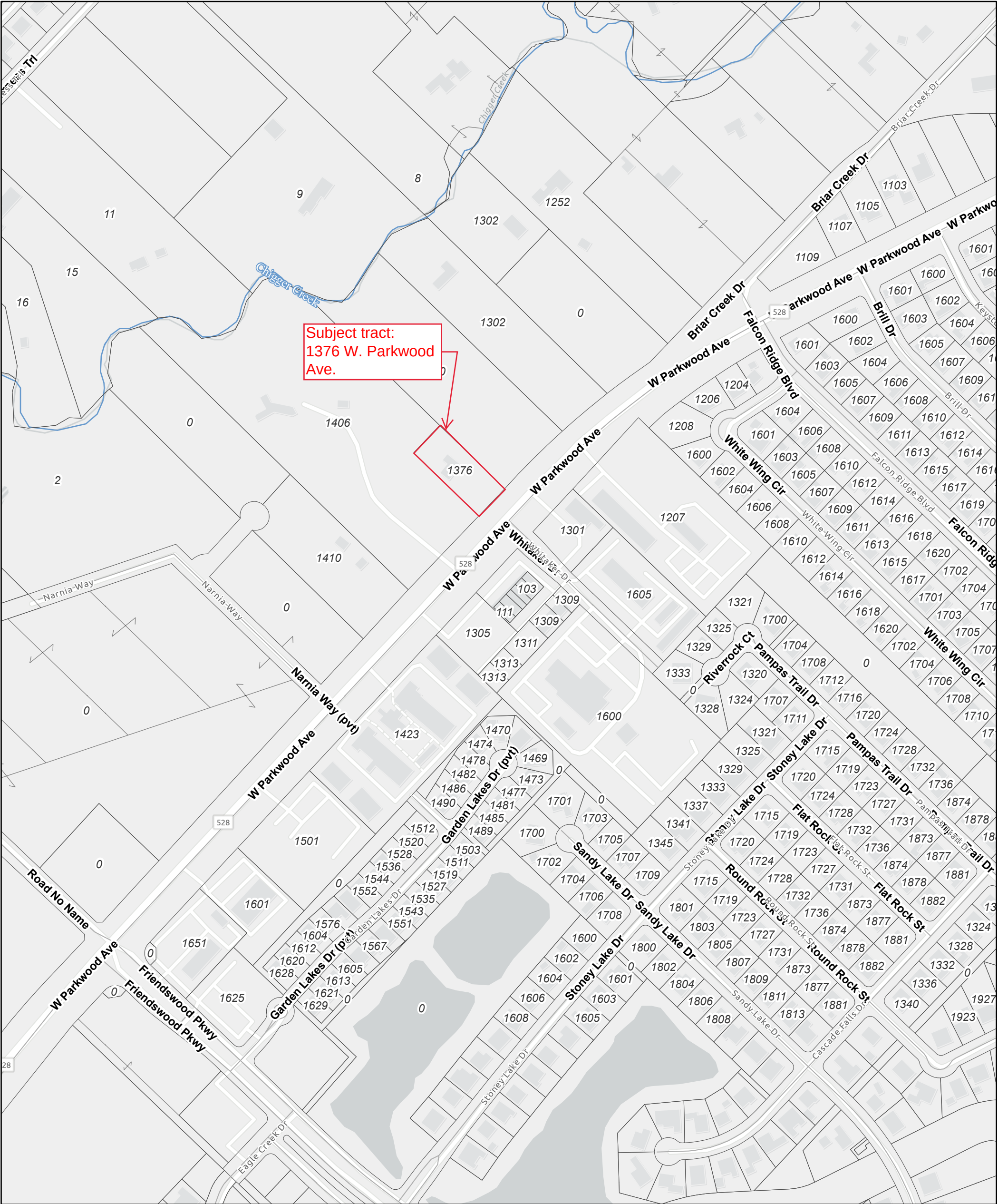


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- City Limits
- Streets
- Galveston_County-Lot_Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features

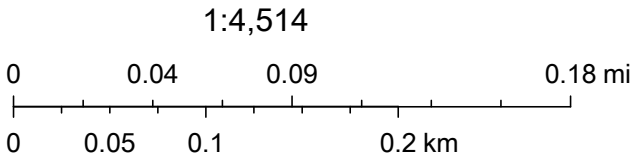


Friendswood, Texas



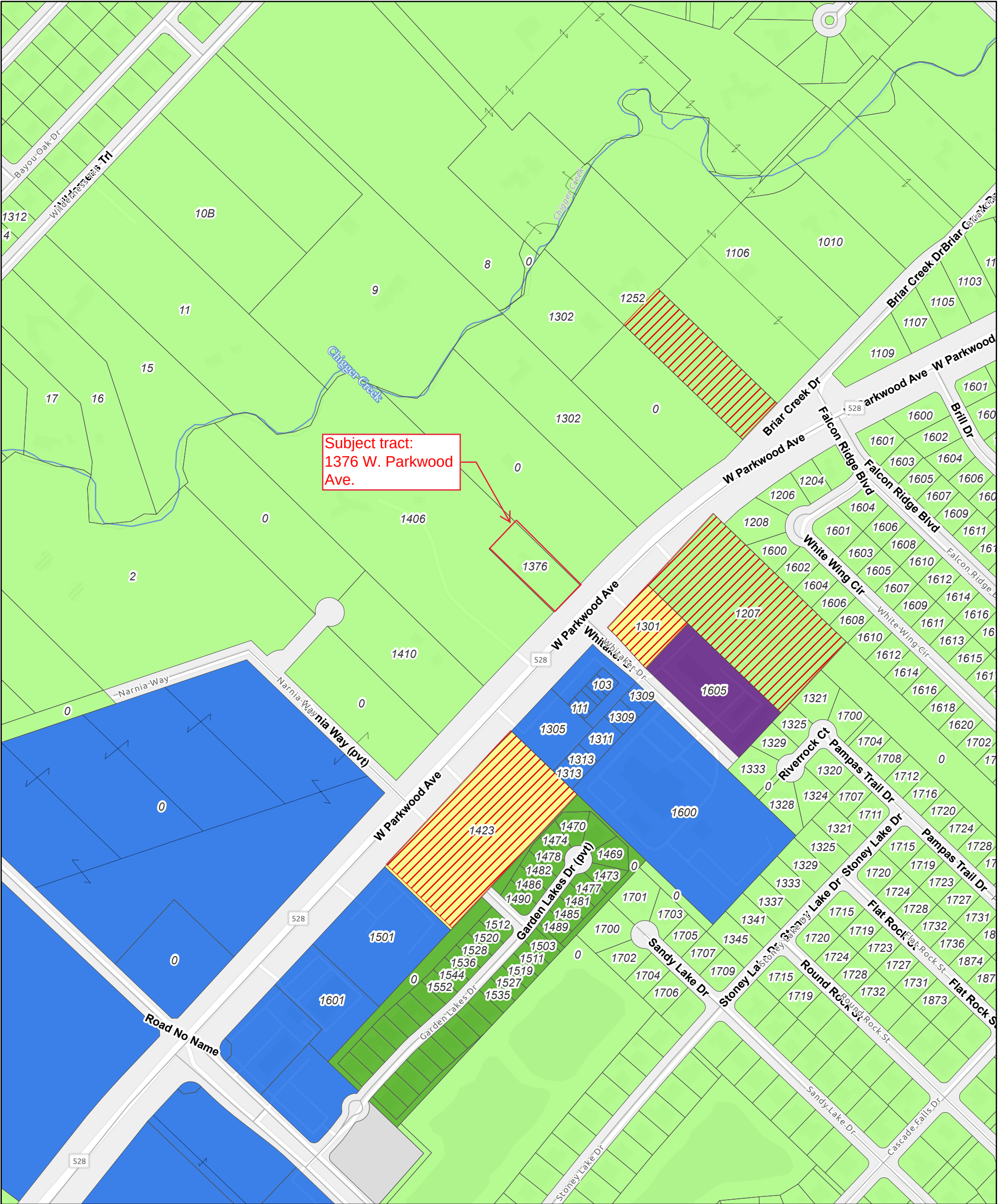
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- City Limits
- Streets
- Galveston_County-_Lot_Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features



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Friendswood, Texas



11/3/2022, 8:52:21 AM

- City Limits

Streets

Galveston_County-_Lot_Lines

Parcels

Parcels Owner Information
- All Linear Water Features

Specific Use Permits

Zoning of Parcels

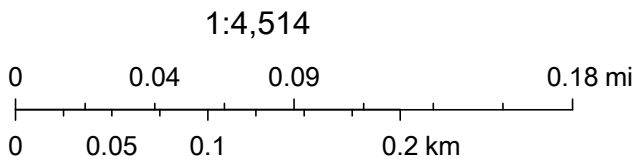
BP

CSC
- GHD

OPD

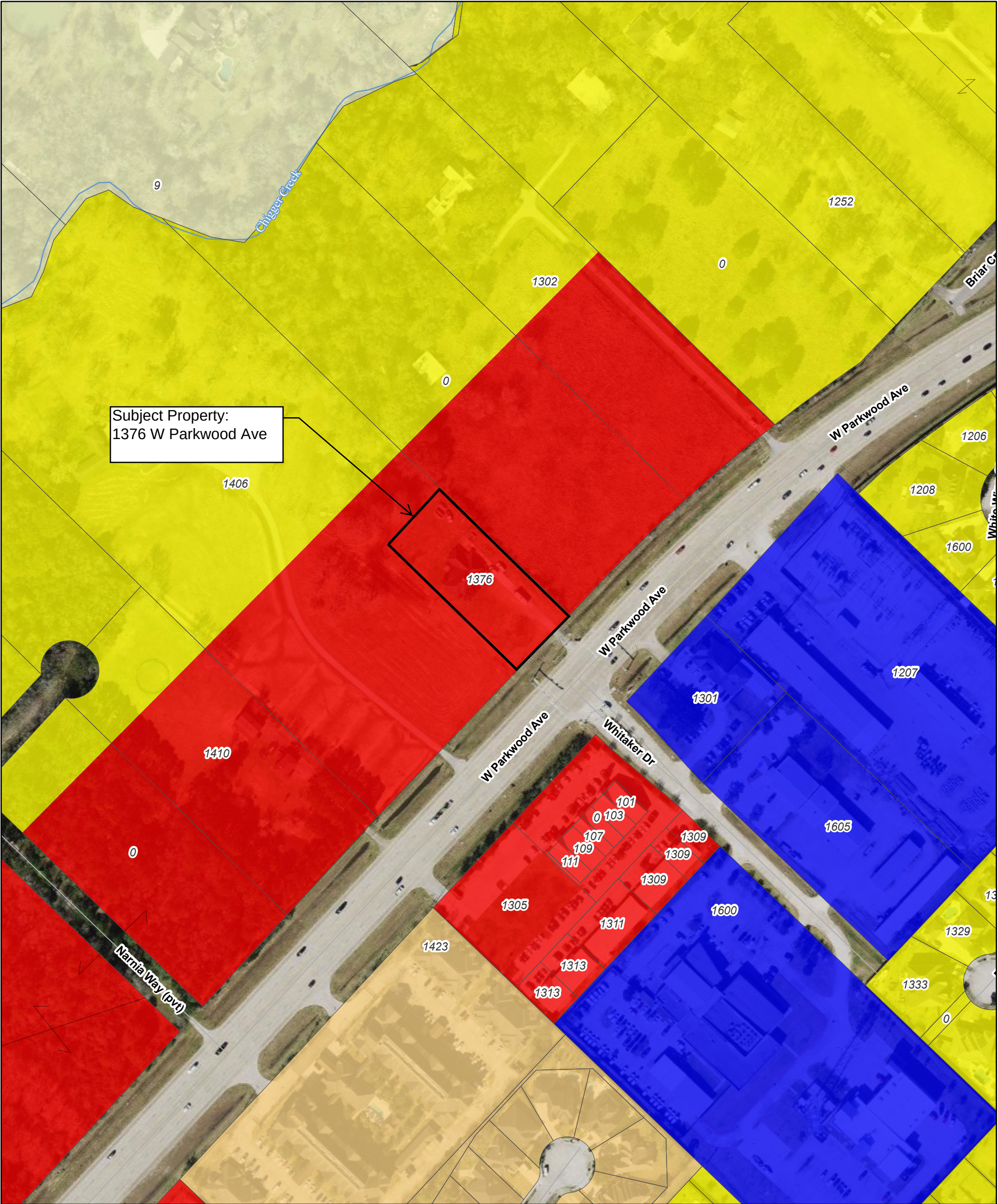
PUD

SFR



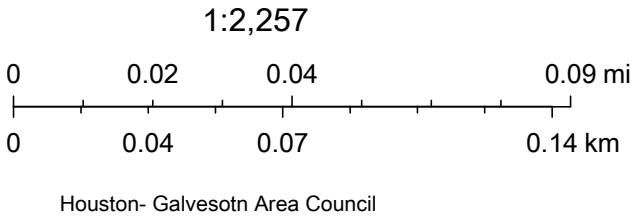
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Friendswood, Texas



11/3/2022, 9:41:29 AM

- City Limits
- Streets
- Galveston_County-_Lot_Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features
- Future Land Use Adopted 2021
- SFR- Estate
- Low Density
- Garden Homes
- Retail
- Public and Semi-Public



Rezoning Report

November 2022

Project: HighPoint Church

Address: 1376 W. Parkwood Ave.

Legal: 1376 W. Parkwood Ave., being 1.002 acres, also known as Lot One (1), in Block One (1), of L. Christoph Subdivision Section 1, a subdivision in the City of Friendswood, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas.

Request: A zone classification change request for a Specific Use Permit (SUP) to allow NAICS Use #8131 Religious Organizations (underlying Single Family Residential (SFR) zoning will remain).

Zoning Ordinance, Appendix C

G. *Specific use permits.*

1. *Purpose.* This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.

...

5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

- f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
 - h. That the proposed use is in accordance with the comprehensive plan.
- 6. *Additional conditions.* In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.
- 7. *Time limit.* A specific use permit issued under this section shall expire two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. However, where the development is based on a long-term, multi-phased master plan, the specific use permit issued under this section shall have no expiration date. Further, any substantive change to the master plan shall require an amendment to the specific use permit.
- 8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
 - a. The specific use permit was obtained or extended by fraud or deception; or
 - b. That one or more of the conditions imposed by the permit has not been met or has been violated.
- 9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.

Existing Use/Site Attributes:

The site currently consists of an existing house that would be renovated for church administrative offices. No major changes are proposed to the building exterior. Landscaping would be installed per the Community Overlay District (COD) requirements, and a parking lot consisting of 11 parking spaces would be constructed to accommodate the estimated six staff members plus visitors.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is completely bordered by tracts that are zoned Single Family Residential (SFR).

Platting Analysis:

The property is platted a single lot subdivision – L Christoph Subdivision recorded in 2002.

Planning Analysis:

The current zoning of Single Family Residential (SFR) allows NAICS Use #8131 Religious Organizations with a Specific Use Permit (SUP).

There are no establishments that sell liquor within 300-feet of the project, measure front door to front door.

Notice of the public hearings was published in the newspaper; a sign will be posted on the property and property owner notices will be mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The 2021 Future Land Use Map identifies the site as a “Retail” use. The long-term goal of HighPoint Church is to construct a new facility on the adjacent property, 1406 W. Parkwood Ave., towards the rear of the property. The frontage abutting W. Parkwood Ave. would be rezoned to Community Shopping Center (CSC) to ensure compliance with the Future Land Use Map. This zone change request does not guarantee the future phase.

Infrastructure/Service Delivery Impacts**Storm Water Management and Floodplain Issues:**

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

City of Friendswood water is existing and available. The existing house currently uses a septic system. The septic system output will need to be rerouted.

Access:

The property has direct access from West Parkwood Ave (FM 528).

Park/Open Space:

Parkland Dedication does not apply.

Memo

To: Mayor and City Council

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

Date: December 13, 2022

Re: Zone classification change request for a Specific Use Permit (SUP) to allow NAICS Use #8131 Religious Organizations (underlying Single Family Residential (SFR) zoning will remain) located at 1376 W. Parkwood Ave.



At the Planning and Zoning Commission meeting held December 8, 2022, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 7-0 on a motion to approve the requested zone change.

HighPoint Church moved to Friendswood in 2016 and they desire to become a more permanent part of the Friendswood community. They are planning to use the existing house at this location to establish their administrative offices. They have also purchased the adjacent property and eventually plan to build their church on that land. Their current intent is to leave approximately 300 feet of frontage along FM 528 for commercial development, which is in line with the Future Land Use Map and long-range goals of the City of Friendswood.

The Commission felt that this proposed use met the specified conditions of a specific use permit as outlined in the Zoning Ordinance. The Planning & Zoning Commission unanimously recommends approval of this zone change request.

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: January 9, 2023

Date submitted: 11/14/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance regarding a Specific Use Permit (SUP) to allow for NAICS Use #8131 "Religious Organizations" (the underlying Single-Family Residential Dwelling District (SFR) will remain) for the property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The request on this tract is to allow NAICS 8131 Religious Organizations with a Specific Use Permit (SUP) as an overlay on the Single-Family Residential (SFR) zoning. The short-term plan of HighPoint Church is to convert the existing house on the property to be occupied as administration offices for the church. They have purchased the adjacent 12 acres and their long-term plan is to construct the main church building at the rear of the tract, leaving commercial frontage along FM 528. More details are included in the Rezoning Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The request on this tract is to allow NAICS 8131 "Religious Organizations" with a Specific Use Permit (SUP) as an overlay on the Single-Family Residential (SFR) zoning. The short-term plan of HighPoint Church is to convert the existing house on the property to be occupied as administration offices for the church. They have purchased the adjacent 12 acres and their long-term plan is to construct the main church building at the rear of the tract leaving commercial frontage along FM 528. More details are included in the Rezoning Report.

RECOMMENDATIONS

ATTACHMENTS

1. Ordinance - Granting SUP
2. Exhibit A - SUP
3. Exhibit A to SUP - Application for HighPoint Church SUP
4. Exhibit B to SUP - HighPoint cover sheet, site and landscape plans, elevations, and photometric

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR NAICS USE NO. 813110 "RELIGIOUS ORGANIZATIONS" FOR THE PROPERTY LOCATED AT LOCATED AT 1376 W. PARKWOOD AVE., FRIENDSWOOD, GALVESTON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS LOT 1, BLOCK 1 OF THE L. CHRISTOPH SUBDIVISION, SECTION 1, FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD CONSISTENT THEREWITH; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Jack Templeman, authorized agent for the property owner HighPoint Church of Texas, Inc., (the "Applicant") submitted an application and all required plans for a Specific Use Permit, for property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas, being more specifically described as Lot 1, Block 1 of the L. Christoph Subdivision Section 1, Friendswood, Galveston County, Texas (the "Property"); and

WHEREAS, in such application, the Owner requested the City to change the zoning classification of the Property by granting a Specific Use Permit for NAICS Use No. 813110 "Religious Organizations" that will overlay the Property, which is zoned Single Family Residential (SFR), to allow the Property to be used for "Religious Organizations" pursuant to the plans submitted with the application; and

WHEREAS, the Commission, after due notice, conducted a public hearing on the application; considered the application, the relevant support materials, and public testimony; and prepared and delivered a final report and recommendation to the City Council to approve the proposed specific use permit based upon the criteria enumerated in Section 9.G.5 of Appendix C "Zoning" of the Friendswood City Code; and

WHEREAS, the City Council, after giving the proper notice of the public hearing as prescribed in Section 15 of Appendix C "Zoning" of the Friendswood City Code, held on this day the public hearing on the application for a Specific Use Permit; and

WHEREAS, at the public hearing the City Council considered the application, the Commission report, the relevant supporting materials and the public testimony given at the public hearing; and

WHEREAS, after the close of the public hearing, the City Council made an affirmative finding:

- a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
- b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
- c. That adequate utilities, access roads, drainage and other necessary supporting

- facilities have been or will be provided;
- d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
 - h. That the proposed use is in accordance with the comprehensive plan; NOW THEREFORE,

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

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

Section 2. That the City Council hereby grants the Specific Use Permit, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purpose, to allow NAICS Use #813110 "Religious Organizations" to overlay the Property, which is zoned Single Family Residential (SFR), to be used for "Religious Organizations" pursuant to the plans submitted with the application.

Section 3. The Official Zoning Map of the City of Friendswood is hereby amended to show the designation of the Property as described and provided in Section 2 hereinabove. The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 4. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereof.

Section 5. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance

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

Section 8. That 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 9: This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of January, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

Permit No. _____

SPECIFIC USE PERMIT

WHEREAS, an application for a Specific Use Permit, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, was completed by Jack Templeman, authorized agent for the property owner HighPoint Church of Texas, Inc., (the "Applicant") for property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas, and filed with the Planning and Zoning Commission (the "Commission"); and

WHEREAS, in addition to such application and processing fee, the Applicant in accordance with Section 9.G.3 of Appendix C "Zoning" of the Friendswood City Code, submitted all required plans, which are attached hereto as Exhibit "B" and incorporated herein for all intents and purposes; and

WHEREAS, the Commission, after due notice, conducted a public hearing on the application; considered the application, the relevant support materials, and public testimony; and prepared and delivered a final report and recommendation to the City Council to approve the proposed specific use permit based upon the criteria enumerated in Section 9.G.5 of Appendix C "Zoning" of the Friendswood City Code; and

WHEREAS, the City Council, after giving the proper notice of the public hearing as prescribed in Section 15 of Appendix C "Zoning" of the Friendswood City Code, held on this day the public hearing on the application for a Specific use Permit; and

WHEREAS, at the public hearing the City Council considered the application, the Commission report, the relevant supporting materials and the public testimony given at the public hearing; and

WHEREAS, after the close of the public hearing, the City Council made an affirmative finding:

- a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
- b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
- c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
- d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
- e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
- f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
- g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
- h. That the proposed use is in accordance with the comprehensive plan; NOW THEREFORE,

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

Permit No. _____

Section 1: The findings contained in the preamble hereof are declared to be true and correct and are hereby adopted.

Section 2: The following specific use for property located at 1376 W. Parkwood Ave., Friendswood, Texas 77546, being more specifically described as Lot 1, Block 1 of the L. Christoph Subdivision Section 1, Friendswood, Galveston County, Texas, is hereby granted:

To allow NAICS Code No. 813110 "Religious Organizations" on the Property pursuant to the plans included herein as Exhibit "B."

Section 3: Nothing herein shall be construed as to authorize any other variance, exception, or deviation from the Friendswood City Code.

Section 4: This Specific Use Permit shall take effect immediately from and after the date stated hereinbelow and shall expire on January 8, 2025, if construction or use authorized herein not substantially under way and if no extension has been granted by the City Council.

SIGNED on this the 9th day of January, 2023, after passage by the City Council of the City of Friendswood.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☒ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 8131 Religious Org.

PROPERTY IDENTIFICATION:

Address: 1376 W. Parkwood Ave., Friendswood, TX 7746

Platted Land – Plat Name: L. Christoph Subdivision Section 1 Lot: 1 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: HighPoint Church of Texas, Inc. Phone: (281) 732-4347

Owner's Mailing Address: 1708 Waterfall Dr.

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

Owner's Email Address: info@myhighpointchurch.com

AGENT'S NAME : Jack Templeman Phone: (281) 802-2410

Agent's Mailing Address: 1410 W. Parkwood Ave.

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

Agent's Email Address: spike_3@outlook.com

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

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

Owner's Signature: [Signature] Date: 10/27/22

Agent's Signature: [Signature] Date: 10/27/22

Received By: BBennett

Date of Public Hearing: 12-8, 1-9-23

Property Owner Notices: 11-23-2022

Application Number: 2022-0057

Received Date: 11-1-2022

Newspaper Notice: 11-14-2022

Sign on Property: 11-23-2022

Exhibit "B"

GALVESTON COUNTY
CITY OF FRIENDSWOOD, TEXAS
HIGHPOINT CHURCH
PRELIMINARY CONSTRUCTION PLANS



NOVEMBER 16, 2022

Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

Director _____ Date _____

Director _____ Date _____

The approval granted by these signatures does not constitute the District's approval for the granting of any construction or building permits. This preliminary approval shall expire in six (6) months.

GCCDD REF# G220045

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE_3@OUTLOOK.COM

DANIEL SCOTT
SINCE 2007
ENGINEERING, LLC

TBPE F-9827 (281) 519-8530
P.O. BOX 1549, ALVIN, TX 77512 scott@danielscottengineering.com

DRAWING INDEX

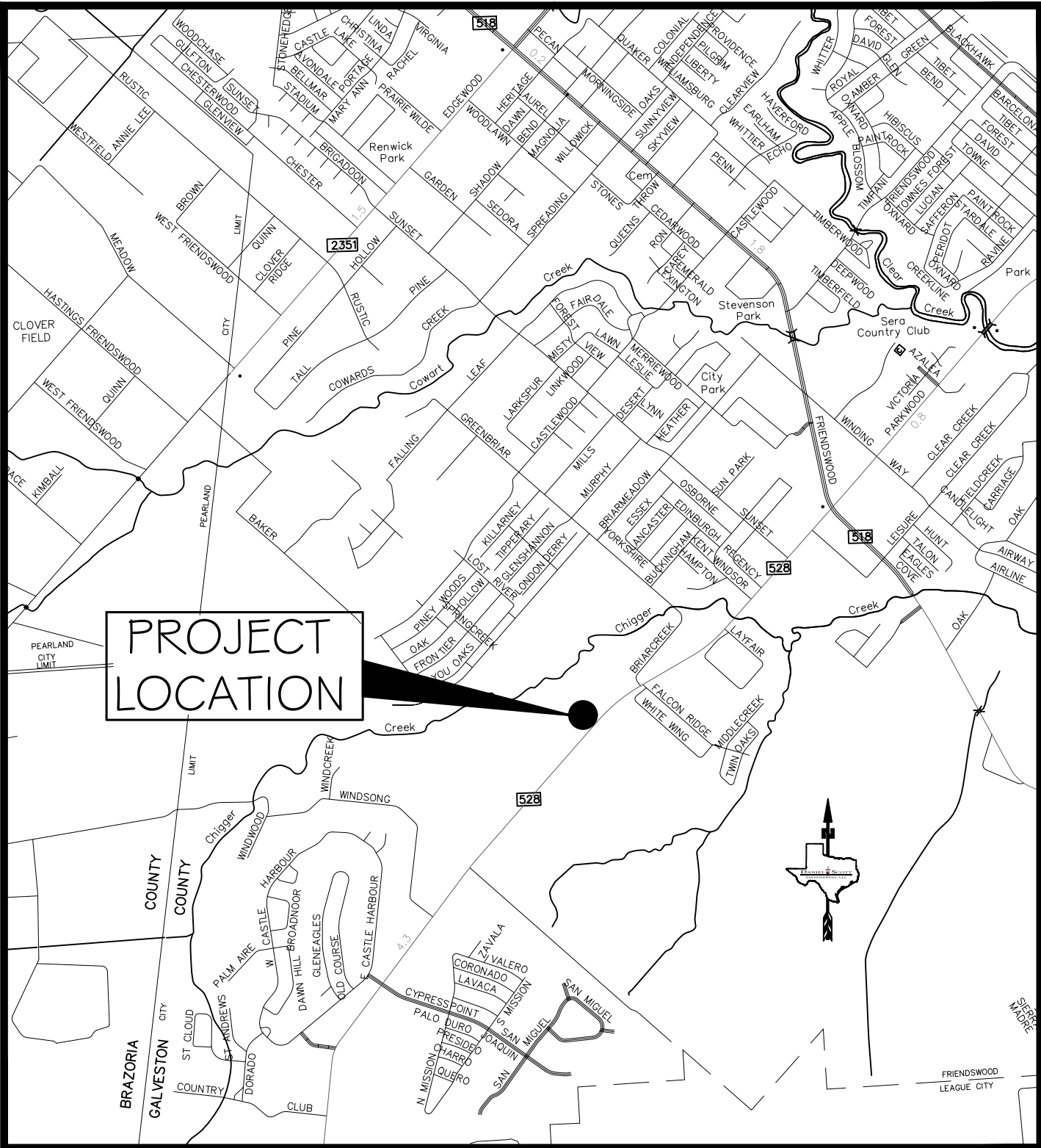
SHEET # DRAWING NAME

CIVIL PLANS

- C1. VICINITY MAP, LOCATION MAP & DRAWING INDEX
C2. GENERAL CONSTRUCTION NOTES
C3. GENERAL CONSTRUCTION NOTES (CONTINUED)
C4. CIVIL SITE & LANDSCAPE PLAN
C5. PRELIMINARY DRAINAGE PLAN
C6. PRELIMINARY DRAINAGE CALCULATIONS & DETAILS
C7. PRELIMINARY GRADING PLAN
C8. PRELIMINARY PAVING PLAN
C9. SWPPP
C10. BARRICADE AND MISCELLANEOUS DETAILS
C11. PAVING STANDARD DETAILS
C12. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS
C13. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS (CONT.)
C14. STORM SEWER STANDARD DETAILS
C15. GCCDD STANDARD DETAILS
C16. GCCDD STANDARD DETAILS
C17. GCCDD STANDARD DETAILS

ATTACHMENTS

- A1 PHOTOMETRIC PLAN AND EXISTING BUILDING ELEVATIONS



VICINITY MAP
KEY MAP: 656M
SCALE: 1" = 1/2 MILE

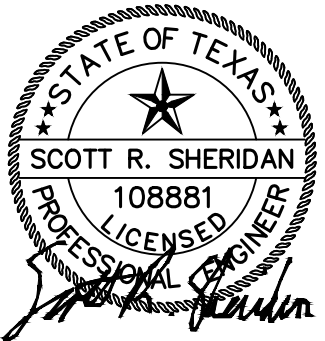


Jildardo Arias, PE, CFM
Director of Engineering/
City Engineer _____ Date _____

Renee Ibarra, CFM, CPM
Director of Public Works _____ Date _____

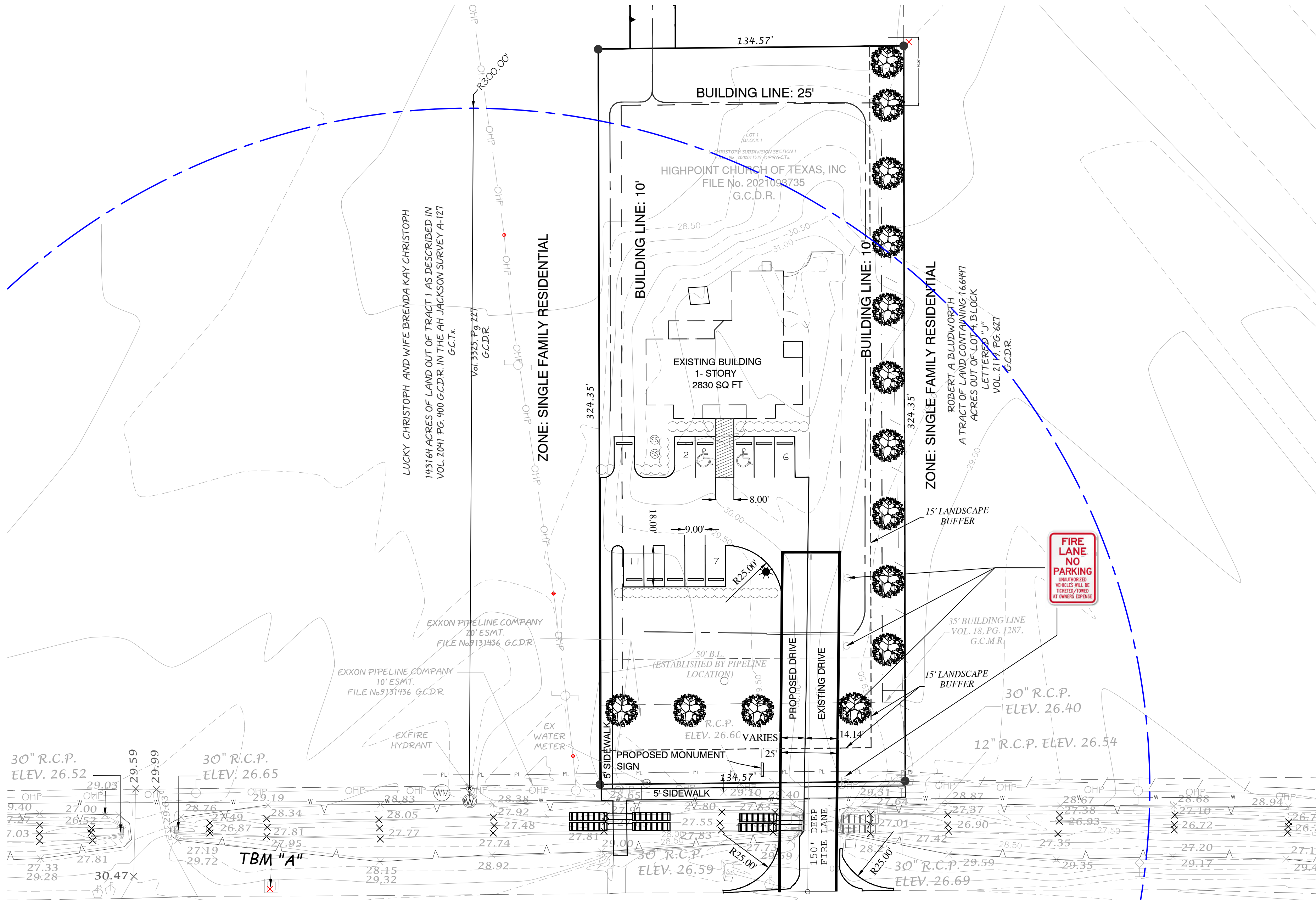
NOTE:
This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2022



NOVEMBER 16, 2022

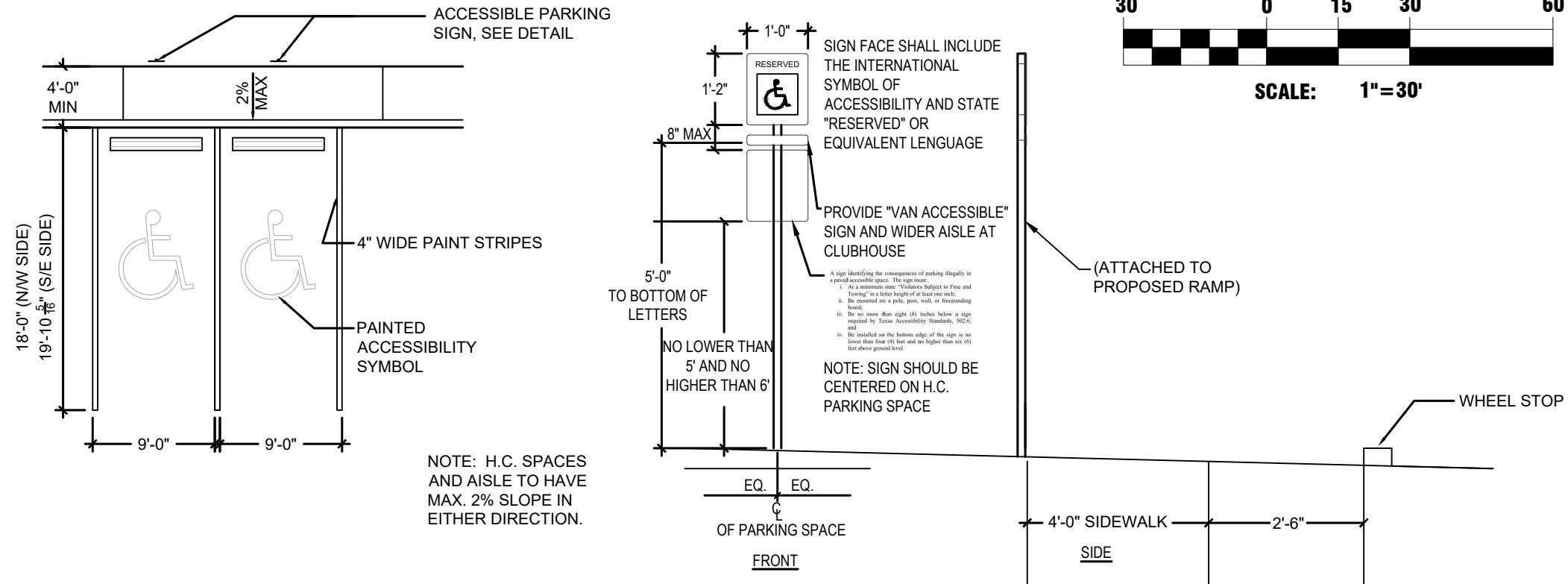
- NOTES
1. ALL PROPOSED FILL WILL BE PLACED IN 8" MAXIMUM LIFTS AND COMPACTED TO 95% DENSITY.
 2. CONTRACTOR MUST VERIFY EXISTING CONDITIONS BEFORE COMMENCING ANY CONSTRUCTION.
 3. BEDDING AND BACKFILL OF ALL STORM PIPES, INLETS AND MANHOLES PER FRIENDSWOOD'S STANDARD DETAILS.
 4. THE PROPOSED IMPROVEMENTS AND GRADING WILL NOT ADVERSELY AFFECT THE EXISTING DRAINAGE PATTERNS FOR ADJACENT PROPERTY.
 5. THIS SITE IS LOCATED WITH THE COMMUNITY OVERLAY DISTRICT. THE SITE DEVELOPMENT WILL CONFIRM TO THE ZONING ORDINANCE REQUIREMENTS.
 6. APPROVAL OF THE SITE PLAN WILL EXPIRE ONE YEAR AFTER THE APPROVAL BY THE COMMISSION. UPON EXPIRATION OF THAT TIME, THE APPLICANT MUST RESUBMIT A SITE PLAN THAT CONFORMS TO CURRENT ORDINANCES. PROVIDED, HOWEVER, THE APPLICANT MAY REQUEST AN EXTENSION IN WRITING, WHICH MAY BE GRANTED BY THE COMMISSION, FOR A PERIOD NOT TO EXCEED A TOTAL OF (6) SIX MONTHS.
 7. NO TREES 12 INCHES OR GREATER EXIST ON THIS SITE.
 8. PROPERTY OWNER TO COORDINATE MODIFICATIONS NECESSARY TO THE ON SITE SEPTIC SYSTEM.



STATE OF TEXAS ET AL
VS
BRENDIA KAY CHRISTOPH
BEING 0.9218 OF ONCE ACRE OF LAND OUT OF 1431.64 ACRE
TRACT LOCATED IN THE AH JACKSON SURVEY A-128 BEING
THAT SAME TRACT CONVEYED TO LUCKY CHRISTOPH AND
WIFE UNDER VOL. 3325 PG. 627
FILE No. 7410885 G.C.D.R.

F.M. 528 (R.O.W VARIES)

- Accessible parking spaces must be paved and must include:
- a. The international symbol of access painted conspicuously on the surface in a color that contrasts the pavement;
 - b. The words "NO PARKING" painted on any access aisle adjacent to the parking space. The words must be painted:
 - i. In all capital letters;
 - ii. With a letter height of at least one (1) foot, and a stroke width of at least two (2) inches; and
 - iii. Centered within each access aisle adjacent to the parking space; and



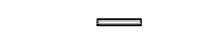
PARKING & LANDSCAPE SUMMARY			
AREA EXISTING 1	=	2,830	SQ-FT
AREA GROSS FLOOR TOTAL	=	2,830	SQ-FT
GENERAL BUSINESS OFFICES	=	3.80	SPACES PER 1,000 SQ-FT
PARKING SPACES REQUIRED	=	11	SPACES
PARKING SPACES PROVIDED	=	11	SPACES
AREA TOTAL OF PARKING SPACES & DRIVEWAYS	=	9,461	SQ-FT
LANDSCAPING REQUIRED 15% OF PARKING AREA	=	1,419	SQ-FT
LANDSCAPING PROVIDED 15% OF PARKING AREA	=	7,825	SQ-FT
LANDSCAPING BUFFER REQUIRED 1 TREE EVERY 30' MINUS DRIVEWAYS	=	14	EACH
LANDSCAPING BUFFER PROVIDED 1 TREE EVERY 30' MINUS DRIVEWAYS	=	14	EACH

LEGEND

- AC ACRES
- BL BUILDING LINE
- BSSO BACK SLOPE SWALE OUTFALL
- CFS CUBIC FEET PER SECOND (FLOW RATE)
- CMP CORRUGATED METAL PIPE
- CPC CONCRETE PILOT CHANNEL
- DE DRAINAGE EASEMENT
- EL ELEVATION
- EO EMERGENCY OVERFLOW
- EXIST EXISTING
- FG FINISHED GRADE
- FL 46.27 FLOWLINE ELEVATION
- FF MINIMUM FINISHED FLOOR
- G GUTTER
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- JB JUNCTION BOX
- LSE LANDSCAPE EASEMENT
- MB MAINTENANCE BERM
- MH MANHOLE
- PP POWER POLE
- PROP PROPOSED
- PBM PROJECT BENCHMARK NUMBER
- PVMT PAVEMENT
- RCB REINFORCED CONCRETE BOX
- RCP REINFORCED CONCRETE PIPE
- ROW RIGHT OF WAY
- SDR SLENDER DIAMETER RATIO PIPE
- SSOS STORM SEWER INLET AND OUTFALL STRUCTURE
- STRM STORM
- TC TOP OF CURB
- TP TOP OF PAVEMENT
- TS TOP OF STAIRS
- WLE WATERLINE EASEMENT



CLASS 1 OR 2 TREES; MIN. 2-INCH CALIPER
(BRADFORD PEAR OR APPROVED EQUAL)



PROPOSED WHEEL STOP



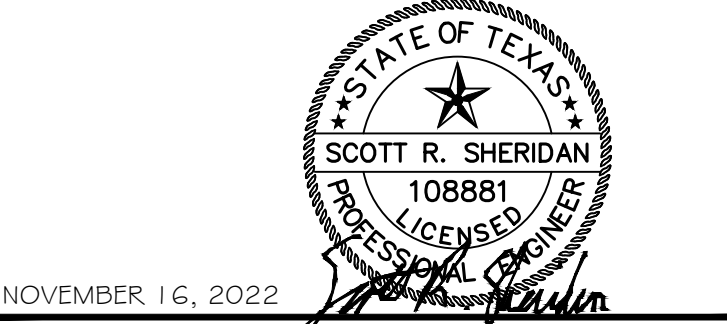
PROPOSED SHRUBS - 2' 6" TALL (MINIM.)



PROPOSED PARKING LOT LIGHT

SURVEYOR:
F.M.S SURVEYING
7523 RUSSELL STREET
MANVEL, TEXAS 77578
JASON P. SHERIDAN
PHONE: (281) 519-8530
EMAIL: jps@fmsurveying.com
TBPLS FIRM # 10040400

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPKE_3@OUTLOOK.COM



NOVEMBER 16, 2022

THIS DOCUMENT AND RELATED DETAILS REMAIN THE PROPERTY OF DANIEL SCOTT ENGINEERING, LLC. THIS DOCUMENT IS NOT TO BE SOLD, COPIED, OR REPRODUCED WHOLE OR IN PART, WITHOUT THE CONSENT OF DANIEL SCOTT ENGINEERING, LLC.

DANIEL SCOTT
ENGINEERING, LLC

TBPE F-9827 (281) 519-8530
P.O. BOX 1549, ALVIN, TX 77512 scott@danielscottengeerng.com

HIGHPOINT CHURCH
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

CIVIL SITE & LANDSCAPE PLAN



Shirley Ann, PE, CPE
Director of Engineering
City Engineer

Shirley Ann, PE, CPE
Director of Public Works

NOTE:
It is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Friendswood. This approval is only valid for three hundred sixty (360) calendar days. These sheets, this does not constitute a warranty that all the conditions provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which covers the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 5, 2022

DRAWING SCALE	Project No.
HORIZ. 1"=30' VERT. 1"=10'	D5E22-008
SHEET No.	Drawing No.
C4 of C17	D5E22008-130



FRONT VIEW



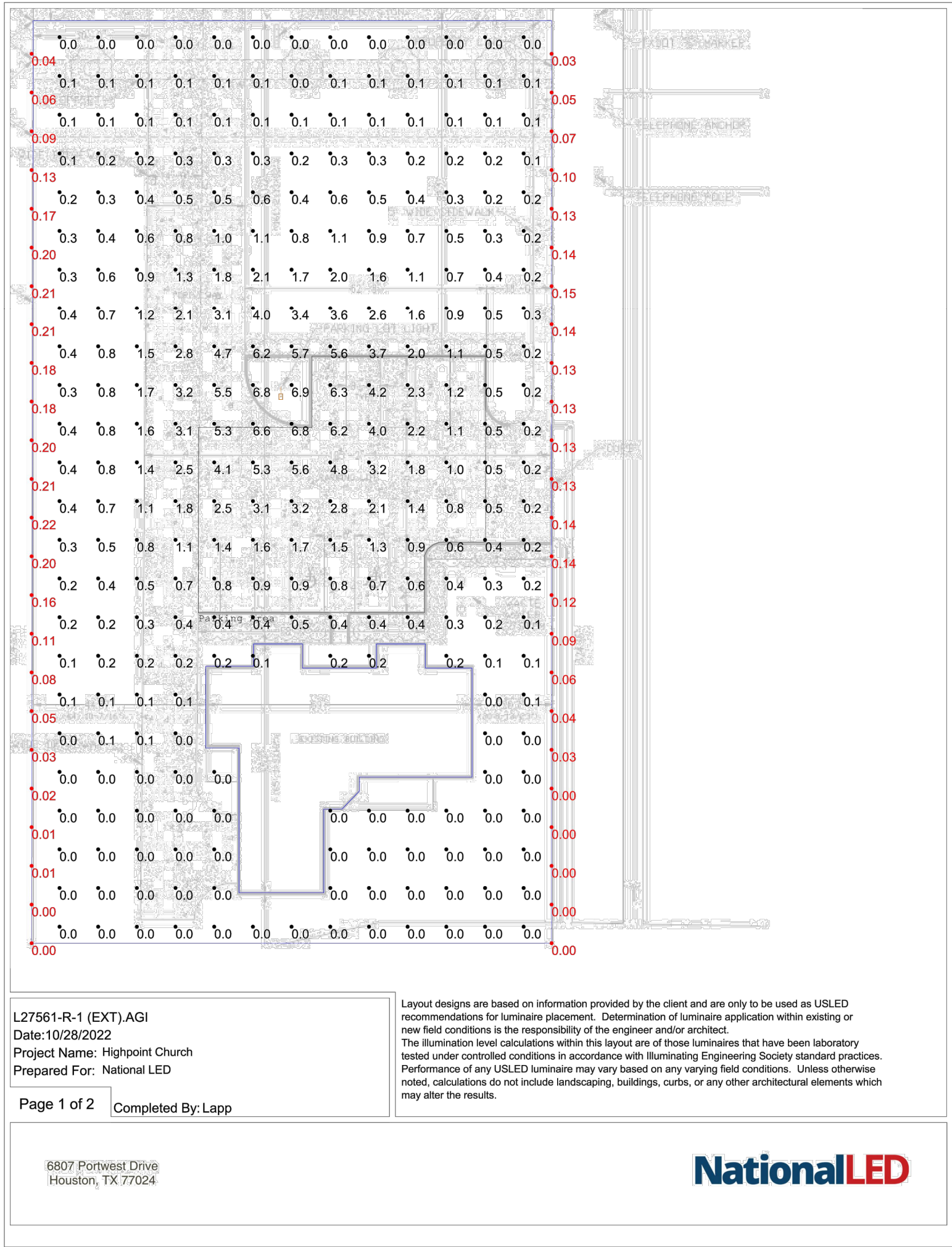
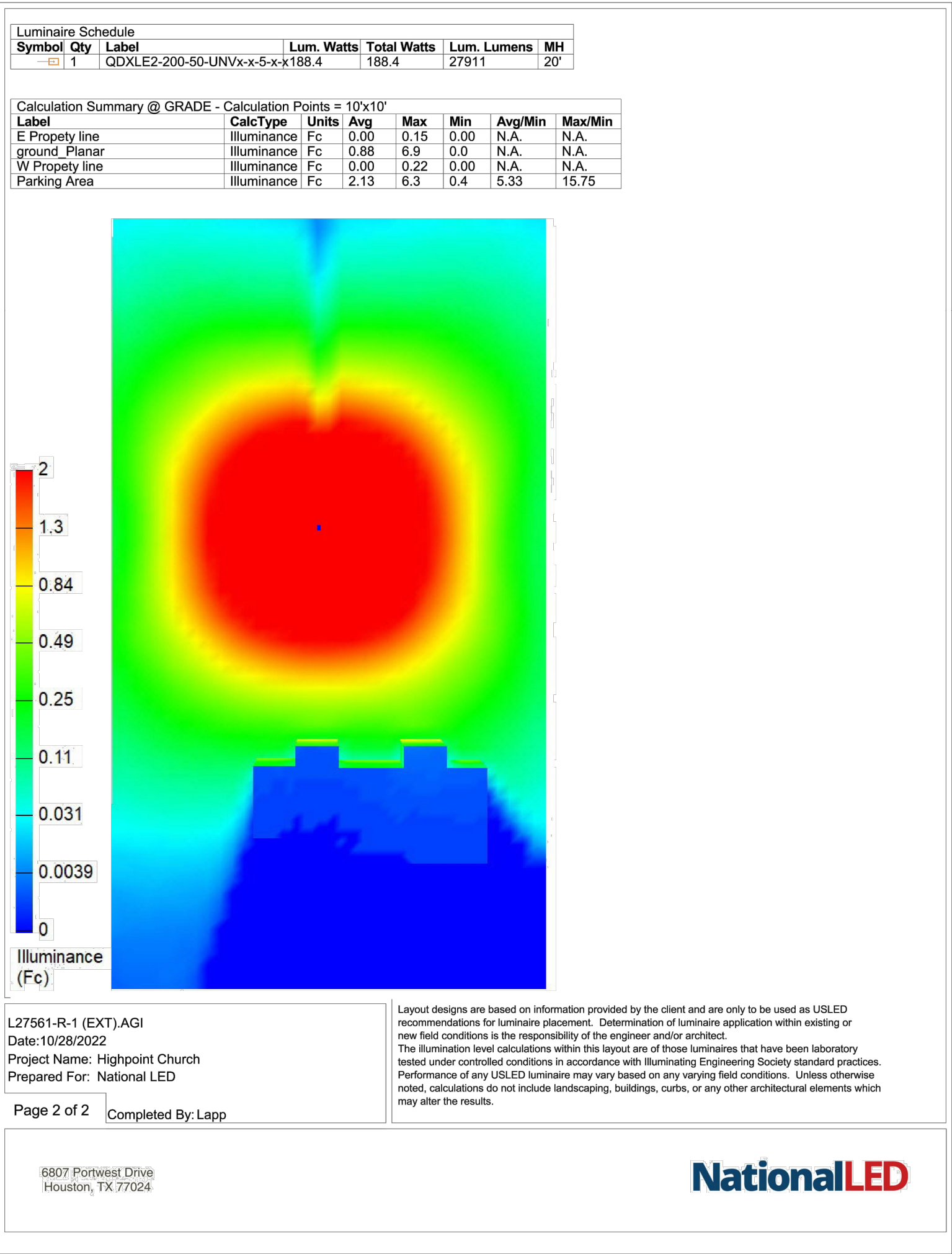
REAR VIEW



LEFT SIDE VIEW

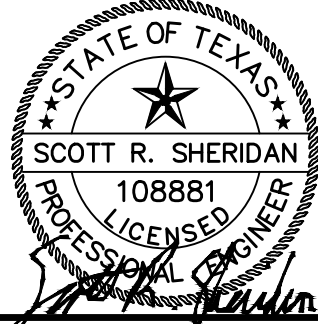


RIGHT SIDE VIEWS



SURVEYOR:
F.M.S. SURVEYING
7523 RUSSELL STREET
MANVEL, TEXAS 77578
JASON P. SHERIDAN
PHONE: (281) 519-8530
EMAIL: jps@fmsurveying.com
TBPLS FIRM # 10040400

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE_9@OUTLOOK.COM



NOVEMBER 16, 2022

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DANIEL SCOTT
ENGINEERING, LLC
TBPE F-9827
P.O. BOX 1549, ALVIN, TX 77512
(281) 519-8530
scott@danielscottengeering.com

HIGHPOINT CHURCH
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

**PHOTOMETRIC PLAN AND
EXISTING BUILDING ELEVATIONS**



Steven Arnes, PE, CEM
Director of Engineering
City Engineer

David Barry, CEM, CMR
Director of Public Works

NOTE: It is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established for the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. After this date, the data and calculations must be re-evaluated and approved by a professional engineer licensed to practice engineering in the State of Texas, which corrects the engineer's responsibility and accountability.

DRAWING SCALE	Project No.
HORIZ. NTS VERT. NA	D5E22-008
SHEET No.	Drawing No.
A1 OF A1	D5E22008-700

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: January 9, 2023

Date submitted: 12/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject:

Receive and discuss an update regarding the Exxon/Hines Development to be located on approximately 159 acres along Wilderness Trail and extending towards the Falling Leaf/Baker Road area.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item will allow the City Council to receive and discuss an update regarding the Exxon/Hines Development to be located on approximately 159 acres along Wilderness Trail and extending towards the Falling Leaf/Baker Road area. The attached preliminary site plan is the most current layout as Hines and their consultants work through the development process.

A large, multinational real estate investment group, known as Hines, is looking to develop the old Exxon Property, located between the Wilderness Trails and Creekwood Estates subdivisions. Their project will consist of 160 to 190 single-family homes in accordance with the current SFR zoning.

There are a number of unique challenges to the property beyond the old, inactive wells that existed when the Exxon fields were active. The [challenges] include access, water, and sanitary sewer services, as well as the future extension of Friendswood Pkwy; ultimately connecting League City Pkwy with Pearland Pkwy.

In light of those hurdles, Hines would like to discuss the pursuit of a Tax Increment Reinvestment Zone and Public Improvement District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This past year, the extension of Friendswood Pkwy was selected by H-GAC for their UPWP program (Unified Planning Work Program). H-GAC is currently working with TxDOT on an *Advance Funding Agreement* to undertake an alignment study for the future roadway.

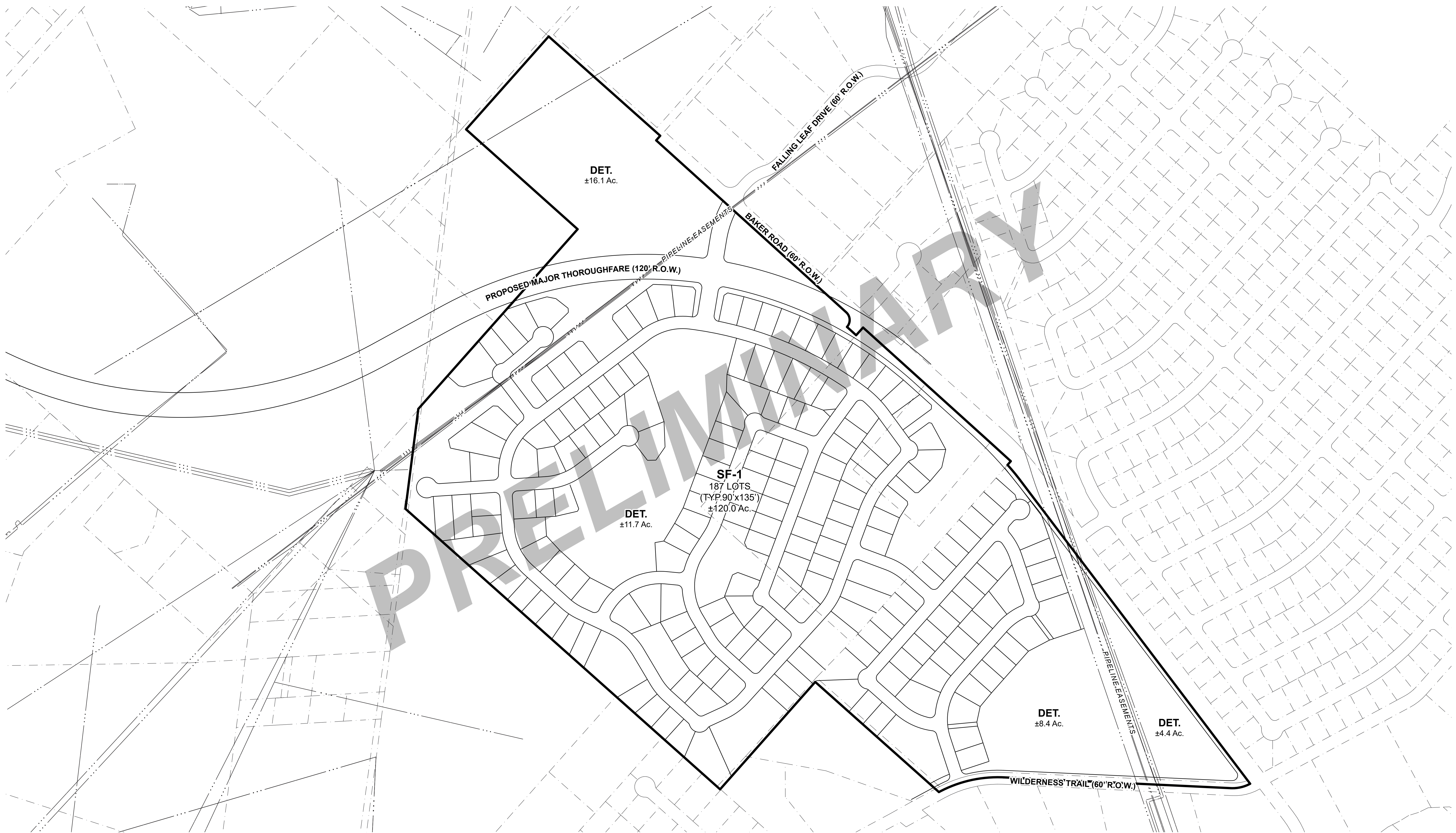
The construction of Friendswood Pkwy, through the old Exxon Property, will better position the City's interests in future grant applications for the much needed extension, alleviating congestion issues on FM 518.

RECOMMENDATIONS

ATTACHMENTS

1. Location Map
2. 2022-12-29_Hines Friendswood_Lotting Study





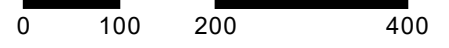
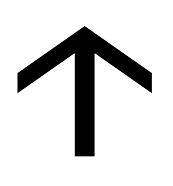
CONCEPTUAL LOTTING STUDY

FRIENDSWOOD TRACT

±161.3 ACRES OF LAND
FRIENDSWOOD, TEXAS
DECEMBER 29, 2022
BGE #1729



BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042
Tel: 281-558-8700
www.bgeinc.com



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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: January 9, 2023

Date submitted: 11/15/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present the City of Friendswood Employee Service Awards.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

2022 Service Awards

25 Years

Lisa Price-PD

20 Years

Norman Stuart-HR

Mary Jones-PD

Dennis Senter-PD

Edmundo De La Cerda-PD

Clifton Duncan-LIB

Justin Waggoner-PD

Kimberly Ramirez-P&R

Roger Stenstrom-PD

Thomas Ferguson-CDD

15 Years

Erin Leitko-PD

Katina Hampton-ASO

Nicholas McCanless-PD

Michael Boyett-P&R

Mitchell Jeffcoat-PD

Aubrey Harbin-CDD

Niki Bender-FMO

Veronica Alam-LIB

Morad Kabiri-CMO

Jennifer Walker-ASO

Karen Hart-LIB

Glenda Faulkner-CMO

10 Years

James Price – PD

Nell Mathis-ASO
Susan Ballard-CAO
Katherine Blanchard-CMO
Steve Vavrecka-PW
Heather Van Dine-ENG
Samuel Renderos-PW
Kevin Cahill-PD
Jeffery Kimberly-PD

5 Years

Matthew Schmidt-PD
Blake Brazzel-PD
Juan Moreno-PD
Raul Ramos-PW
Gabriella Salas-PD
David Slovarp-FMO
Emily Peltier-ASO
Joshua Ragan-P&R

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 11/15/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City of Friendswood Annual Tree Give Away, now called the Friendswood Arbor Day Event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Tree Giveaway is Saturday, January 21, 8 a.m., at Centennial Park, 2200 Friendswood drive.

100 (large) 7 gallon trees will be available (limit 1 per family, City of Friendswood residents only. Photo ID required) while supplies last. Delivery of trees is not provided.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

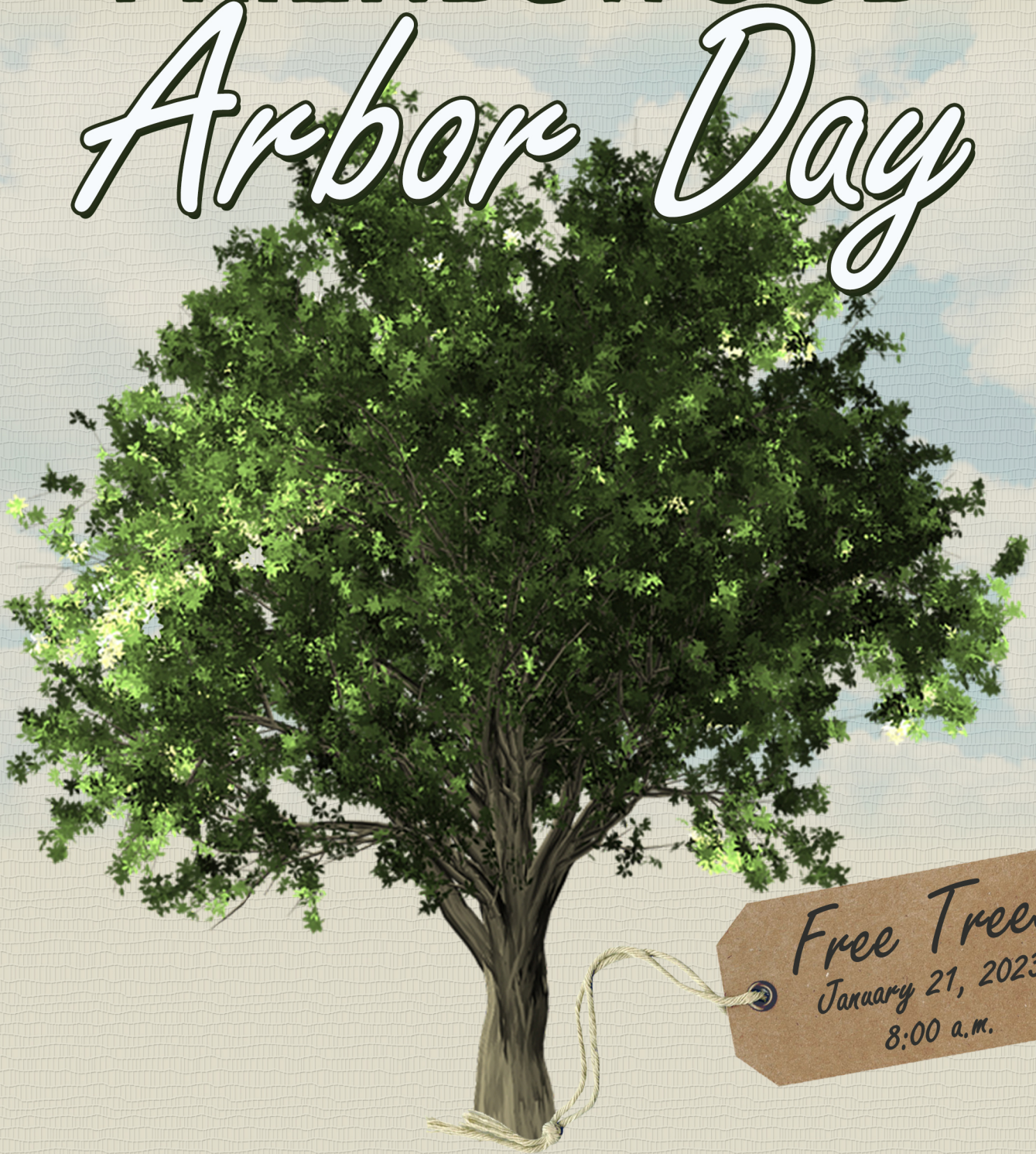
RECOMMENDATIONS

ATTACHMENTS

1. Friendswood Arbor Day 2022

KEEP FRIENDSWOOD BEAUTIFUL

FRIENDSWOOD *Arbor Day*



NEW EVENT LOCATION: Centennial Park - 2200 S. Friendswood Dr.

Annual Tree Giveaway is Saturday, January 21, 8 a.m., at Centennial Park, 2200 S. Friendswood Dr. 100 (large) 7-gallon trees will be available (limit: 1 per family, City of Friendswood residents only. Photo ID required) while supplies last. Delivery of trees is not provided.



For additional information, contact the Parks & Recreation Department at (281) 996-3220 or rec@friendswood.com



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 12/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding Friendswood being voted a Top 5 Neighborhood for Families in Houston.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Top 5 Neighborhoods For Families In Houston

Over the past several years, the state of Texas has been trending as a place for young families to relocate. With its affordable housing and plenty of attractions to enjoy, the quality of life can be bigger and better in Texas. Houston is one major city that has really seen a population boom. According to Extra Space, it is filled with family-friendly activities, top-notch school districts, and ample housing for those hoping to start a family or move their current crew to start a new life.

Before you pack your bags and head to Houston, it's important to evaluate what you want for your family. If you have younger children, focus on quality education and weekend outing options. If your kids are in their teens, you might be more concerned with crime rates and whether the area is affordable for them to move out and have reasonable housing options. Overall, Houston is a wonderful spot to raise a family, and many newly crowned Texans will agree.

Friendswood was selected because it is a sweet suburb of Houston, according to Houston Newcomer Guide, a region known for traditional values and high-quality education. It is also home to several parks, expansive nature trails, and an award-winning golf course. Friendswood tends to be one of the more affluent regions, and due to this fact, it naturally has a superior school system compared to other areas of Houston. If you are a business professional looking for one of the safest neighborhoods to raise your family, then Friendswood is a total win.

Friendswood is also continuously in development. This town values its economic health, so you'll find upscale shopping retail outlets combined with evolving creative mixed-use buildings. There's also a housing boom — master planned communities are found throughout Friendswood — meaning it is relatively easy (albeit not always affordable) to find housing in Friendswood at the time of this publication.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 11/17/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the Official Newspaper Bid (2022-14) of Wood Land Publishing, Inc., d/b/a Reporter News, and approving a resolution designating such newspaper as the official newspaper of the City of Friendswood.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 11.02 "City newspaper" of the City of Friendswood Charter states in part that:

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

The City published a Notice of Invitation to Bid for the Official City Newspaper (Bid No. 2022-14) on October 5th and October 12, 2022, and posted said notice on the City's website on September 23, 2022. On November 10, 2022, two bids were received and opened at 2:00 p.m. The bid submissions were reviewed and Wood Land Publishing, Inc., d/b/a Reporter News (the "Vendor"), was the lowest responsible bidder. As such, this item accepts the Vendor's bid and approves a resolution designating the Vendor as the Official Newspaper of the City of Friendswood. The vendor's bid submission is attached to this item for your review and includes the terms, specifications and requirements of this contract. However, below is the base bid information for this item:

Base Bid Reporter News		
Ad Type	Approximate Number of Ads	Price
Exhibit A-1 Legal Notices	55	\$3250
Exhibit A-2 Legal Notices	20	\$640
Exhibit A-3 Legal Notices	25	\$2000
Exhibit A-4 Display Ads	2	\$1200
Discounts for repeat notices/ads	27	(\$ 0)
Total Base Bid		\$7360

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating Official Newspaper
2. 2022 11 10 Reporter News Bid No. 2022-14 Submission and Contract

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
DESIGNATING *THE REPORTER NEWS* AS THE OFFICIAL NEWSPAPER OF THE CITY OF
FRIENDSWOOD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is required to designate an official newspaper of the City pursuant to Section 11.02 of the Charter; and

WHEREAS, such newspaper generally shall:

1. devote not less than 25 percent of its total column lineage to general interest items;
2. be published at least once each week;
3. be published in the county in which the City is located;
4. be a public newspaper of general circulation in the City;
5. be entered as second-class postal matter in the county where published;
6. charge the legal rate or a lower rate; and
7. have been published regularly and continuously for at least 12 months before the City publishes notice; and

WHEREAS, the City issued a notice of invitation to bid for the official newspaper of the City, which invitation was published on October 5, 2022, and October 12, 2022, and posted on the City's notice board on September 23, 2022; and

WHEREAS, on November 10, 2022, the City opened the bids and read them aloud at City Hall; and

WHEREAS, Wood Land Publishing, Inc., d/b/a Reporter News, submitted the lowest bid; and

WHEREAS, the City Council desires to name *Reporter News* as the official newspaper of the City of Friendswood; NOW THEREFORE,

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

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

Section 2. The City Council hereby designates *Reporter News* as the official newspaper of the City of Friendswood.

Section 3. 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 9th day of January, 2023.

BRENT ERENWERT, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

H:\City Council\Resolutions\2023\01-09-2023\Resolution - Designating Official Newspaper.docx



**CITY OF FRIENDSWOOD, TEXAS
INVITATION TO BID NO. 2022-14
OFFICIAL CITY NEWSPAPER**

BID INFORMATION:

Issue date: Wednesday, October 5, 2022

Closing date & time: Thursday, November 10, 2022, at 2:00 p.m.

RETURN BIDS TO:

City Secretary's Office
Friendswood City Hall
910 S. Friendswood Drive
Friendswood, Texas 77546

FOR INFORMATION CONTACT:

Leticia Brysch, City Secretary
City Secretary's Office
910 S. Friendswood Drive
Friendswood, Texas 77546
(p) 281-996-3270, (f) 281-482-1634
citysecretary@friendswood.com
www.ci.friendswood.tx.us



**CITY OF FRIENDSWOOD, TEXAS
NOTICE OF INVITATION TO BID NO. 2022-14
OFFICIAL CITY NEWSPAPER**

Sealed Competitive Bids shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The PDF files must include the ink signature of a person with the authority to bind the vendor into a contract. All submitted materials must be enclosed into one sealed package that is clearly marked with the following title "**BID #2022-14, Official City Newspaper**" and the name of the vendor, addressed to the City of Friendswood, Attn: City Secretary. Said submissions are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546, on or before on **Thursday, November 10, 2022, at 2:00 p.m.**, at which time the bids will be opened and read aloud.

The City of Friendswood (the "City") reserves the right to reject any or all bid and to waive any informality in the bids received. The contract, if any, will be awarded to the lowest responsible bidder. The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

Specifications and related information may be downloaded from the City's website at <https://www.ci.friendswood.tx.us/Bids.aspx> or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

For additional information, please contact Leticia Brysch at (281) 996-3270 or via email to citysecretary@friendswood.com.

*/S/Leticia Brysch, City Secretary
City of Friendswood*

INVITATION TO BID NO. 2022-14
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
BID SUBMISSION REQUIREMENTS

The City of Friendswood (the "City") invites the submission of bids from experienced and qualified newspapers of general circulation in the City of Friendswood to serve as the City's "Official Newspaper" for purposes of publishing in printed form all official publications and legal notices.

Sealed Competitive Bids shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The bid submission shall contain the following, in the following order:

- a. Completed Bid,
- b. Completed Exhibits, and
- c. Required attachments.

The PDF files must include the ink signature of a person with the authority to bind the bidder into a contract. All submitted materials must be enclosed into one sealed envelope that is clearly marked with the following title "**BID NO. 2022-14, Official City Newspaper**" and must contain the name of the company.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY'S OFFICE OF THE CITY OF FRIENDSWOOD, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS 77546, NO LATER THAN 2:00 P.M. ON THURSDAY, SEPTEMBER 29, 2022. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE AND WILL BE RETURNED UNOPENED. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE BIDS ARE RECEIVED BY THE CITY SECRETARY'S OFFICE.

Bids will be publicly opened and read at the Friendswood City Council Chambers located at 910 S. Friendswood Drive, on **Thursday, November 10, 2022, at 2:00 p.m.**

BIDS THAT ARE NOT SUBMITTED IN A SEALED ENVELOPE OR CONTAINER WILL NOT BE CONSIDERED. ELECTRONIC OR FACSIMILE BIDS WILL NOT BE ACCEPTED. INCOMPLETE BIDS WILL NOT BE CONSIDERED.

The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Bids shall be valid for a period of ninety (90) days from the date bids are opened and read, and for the duration of the contract term and any renewals thereof. The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

Selection Criteria

The City will conduct a comprehensive, fair, and impartial evaluation of all bids received in response to this ITB and any resulting contract shall be awarded to the lowest responsible bidder.

INVITATION TO BID NO. 2022-14
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
FRIENDSWOOD RESPONDENT BID

Bidder Information

- 1) Full Name of Applicant: James M Foreman
Name of Company: Wood Land Publishing Inc dba Reporter News
- 2) Business Address: 103 S. Friendswood Dr.
City: Friendswood State: TX Zip: 77546
- 3) Primary Phone: 281-485-7501 Secondary Phone: 281-793-0611
- 4) Email Address: jim@myreporternews.com Website: myreporternews.com

Bidder Responses

- 5) Business Structure: (Check one, as applicable)
- ☐ Sole Proprietorship
☐ Partnership or Limited Partnership
List or Attach Partners:
☐ Limited Liability Company
List or Attach Members:
☒ Corporation
- 6) Has the company regularly and continuously for at least 12 months before the governmental entity or representative publishes in both print and electronic formats?
- ☒ Yes, if so, how long: Print: 38 years
☐ No Online: 6 years
- 7) Have the ability to deliver newspapers, either hand-delivered or via mail, to subscribers in the Harris County side of the City of Friendswood?
- ☒ Yes
☐ No
- 8) Does the company devote not less than 25% of its total column lineage to general interest items?
- ☒ Yes
☐ No
- 9) Does your company publish in print form at least once a week?
- ☒ Yes, if so what day(s): Wednesday
☐ No
- 10) Is your company entered as second-class postal matter in Galveston County?

☒ Yes
☐ No

11) Can your company print publications with special fonts/characters; specifically, Vietnamese and Chinese (Traditional)?

☒ Yes
☐ No

Rates

Please state the specific rates to be charged to the City for the following and include any discounts that may apply to the City in the rate quotation.

BID (MAXIMUM PUBLICATION RATE) GUARANTEED FOR TWO YEARS

Legal Notice	\$ <u>8</u>	per column inch
Display Ad	\$ <u>8</u>	per column inch
Classified Ad	\$ <u>8</u>	per column inch

What would be the cost of publishing the attached notices in Exhibit A – Service Bid Sheet. (Attach calculation of the total cost with each notice)

If there is an electronic version of the newspaper, is the electronic publication included in the publication costs?

☒ Yes
☐ No

Is there a separate cost for publication tear sheets and affidavits?

☐ Yes, if yes, what is the cost for:

Electronic tear sheet and affidavit: \$ _____
Paper tear sheet and affidavit? \$ _____

☒ No

Deadlines

Please state the deadlines for publication that the City would be following.

What are your submission deadlines? Monday at 5pm for print the following Wednesday

What is your process for emergency publications? We can accept last minute submissions as late as 2pm on Tuesday for print the following day. For emergency publications we must receive advance notice by Noon.

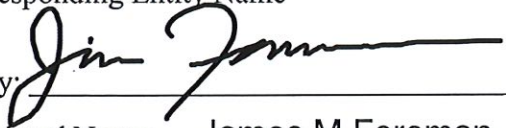
What is your method for notifying the City of publication deadline changes for holidays or other special circumstances? In the unlikely event that our publication deadlines will change, the city will be notified via email at least 2 weeks prior.

Certification

The undersigned certifies that (s)he is authorized to submit this Bid on behalf of the entity named below, and agrees to the following:

1. Bidder will be able and willing to provide services as described in this ITB and remain in compliance with the requirements thereof for the contract period;
2. If Bidder is a corporation, Bidder will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. Bidder will be able and willing to comply with the insurance and indemnification requirements set out in this ITB;
4. All statements made in this Bid submission are true and correct and Bidder understands that any false statements or failure to disclose required information may result in disqualification of this Bid from consideration.

Responding Entity Name

By: 

Printed Name: James M Foreman

Title: Publisher

Date: 11/09/2022

EXHIBIT "A"
INVITATION TO BID NO. 2022-14
SERVICE BID SHEET

PRICING INFORMATION		
Description	Daily, Mon-Sat	Weekend
Legal Notices (price per column inch)	\$ 8	\$
<i>Total cost to publish samples in your standard print type per above quoted price per column inch.</i>		
Exact Pricing for Exhibit A-1 sample bid notice	\$ 64	\$
Exact Pricing for Exhibit A-2, sample ordinance caption	\$ 32	\$
Exact Pricing for Exhibit A-3, sample public hearing notice for rezoning hearings	\$ 80	\$
Display Ads (price per column inch)	\$ 8	\$
<i>Total cost to publish samples in your standard print type per above quoted price per column inch.</i>		
Exact Pricing for Exhibit A-4 sample election notice in all four languages	\$ 600	\$
Classified Ads (per column inch)		
List the type and price of advertisements for non-legal sections of newspaper.	---	---
Discounts (for repeat notices/ads, etc.)	\$ 0	\$
Discount		

Attach additional pricing sheets for display advertising for the various sizes offered.

Based upon the pricing information specified above assuming no weekend ads/notices, please calculate the following:

BASE BID			
Ad Type	Price per Column Inch	Approximate Number of Ads	Extended Price
Exhibit A-1 Legal Notices	8	55	\$ 3,520
Exhibit A-2 Legal Notices	8	20	\$ 640
Exhibit A-3 Legal Notices	8	25	\$ 2,000
Exhibit A-4 Display Ads	8	2	\$ 1,200
Discounts for repeat notices/ads	0	27	(\$ 0)
Total Base Bid			\$ 7,360

Submission Deadline: 5:00 (AM or **PM**)

State standard type size and column width legal notices will print: 8pt font, 1.71" column width

Exhibit A-1 2 columns x 4 inches = \$64

**CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSAL NO. 2022-15
CITY OF FRIENDSWOOD LANDSCAPE MAINTENANCE**

Request for Proposals (RFPs) shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The PDF files must include the ink signature of a person with the authority to bind the vendor into a contract. All submitted materials must be clearly marked with **RFP NO. 2022-15**, and addressed to the City of Friendswood, Attn: City Secretary, and are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 before **2:00 P.M., THURSDAY, JUNE 23, 2022**.

The City of Friendswood (the "City") reserves the right to reject any or all proposals. Any contract resulting from this RFP shall be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this request for proposals.

Specifications and related information may be downloaded from the City of Friendswood's website at <https://www.ci.friendswood.tx.us/Bids.aspx> or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

A **Mandatory Pre-Bid Meeting** is scheduled for **Thursday, June 16, 2022**, at **10:00 A.M.**, at Friendswood City Hall, 2nd Floor Conference Room, 910 S. Friendswood Drive, Friendswood, TX 77546.

For additional information, please contact James Toney, Parks and Recreation Director at (281) 996-3220 or via email to rec@friendswood.com.

/s/ Leticia Brysch, City Secretary

EXHIBIT A-1



**CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSAL NO. 2022-15
CITY OF FRIENDSWOOD LANDSCAPE MAINTENANCE**

Request for Proposals (RFPs) shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The PDF files must include the ink signature of a person with the authority to bind the vendor into a contract. All submitted materials must be clearly marked with **RFP NO. 2022-15**, and addressed to the City of Friendswood, Attn: City Secretary, and are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 before **2:00 P.M., THURSDAY, JUNE 23, 2022**.

The City of Friendswood (the "City") reserves the right to reject any or all bids. Any contract resulting from this RFP shall be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this request for proposals.

Specifications and related information may be downloaded from the City of Friendswood's website at <https://www.ci.friendswood.tx.us/Bids.aspx> or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

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For additional information, please contact James Toney, Parks and Recreation Director at (281) 996-3220 or via email to rec@friendswood.com.

/S/Leticia Brysch, City Secretary

Exhibit A-2 2 columns x 2 inches = \$32

**CITY OF FRIENDSWOOD
ORDINANCE NO. 2022-15**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 82-1 "UNREASONABLE ACCELERATION" OF THE FRIENDSWOOD CITY CODE TO PROHIBIT UNREASONABLE ACCELERATION ON THE HIGHWAYS, STREETS AND ROADS WITHIN THE CORPORATE CITY LIMITS OF FRIENDSWOOD; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

EXHIBIT A-2

CITY OF FRIENDSWOOD ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 82-1 "UNREASONABLE ACCELERATION" OF THE FRIENDSWOOD CITY CODE TO PROHIBIT UNREASONABLE ACCELERATION ON THE HIGHWAYS, STREETS AND ROADS WITHIN THE CORPORATE CITY LIMITS OF FRIENDSWOOD; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

Exhibit A-3

2 columns x 5 inches = \$80

**NOTICE OF PUBLIC HEARINGS REGARDING A
REQUEST FOR A ZONE CLASSIFICATION CHANGE FROM
SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER
(CSC)**

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

A zone classification change request to change from Single Family Residential (SFR) to Community Shopping Center (CSC) for 5.7092 acres of land, out of a 10.9037-acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas.

The **Planning and Zoning Commission** will hold its public hearing on Thursday, August 1, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold its public hearing on Monday, September 12, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

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. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

/s/ Leticia Brysch, City Secretary

EXHIBIT A-3

NOTICE OF PUBLIC HEARINGS REGARDING A REQUEST FOR A ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC)

NOTICE is hereby given that the Planning and Zoning Commission and the City Council of the City of Friendswood will each hold a public hearing to give all interested parties the right to appear and express their views on the following item:

A zone classification change request to change from Single Family Residential (SFR) to Community Shopping Center (CSC) for 5.7092 acres of land, out of a 10.9037-acre tract, being a part of the I & GN RR Company Survey No. 23, Abstract 624, Galveston County, Texas and Abstract 740, Brazoria County, Texas.

The **Planning and Zoning Commission** will hold its public hearing on Thursday, August 1, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 7:00 P.M.

The **City Council** will hold its public hearing on Monday, September 12, 2022, in the Council Chamber, located in City Hall, 910 South Friendswood Drive, Friendswood, Texas, 77546-4856, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City's Secretary's Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

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. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

/S/Leticia Brysch, City Secretary

Early Voting by Personal Appearance will begin on Monday, April 25, 2022, and end on Tuesday, May 3, 2022.

The City of Friendswood is 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:

HARRIS COUNTY	GALVESTON COUNTY
Main EV Polling Location: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Main EV Polling Location: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Branch EV Polling Locations closest to Friendswood: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	Branch EV Polling Locations: Friendswood Activity Building - Activity Room 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
The early voting office hours are as follows: Monday - Saturday, 4/25 - 4/30, 7 a.m. - 7 p.m. Sunday, 5/1, 12 p.m. - 7 p.m. Monday - Tuesday, 5/2 - 5/3, 7 a.m. - 7 p.m.	The early voting office hours are as follows: Monday - Friday, 4/25 - 4/29, from 8 a.m. - 5 p.m. Monday - Tuesday, 5/2 - 5/3, from 7 a.m. - 7 p.m.
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 - SATURDAY, MAY 7, 2022, FROM 7 a.m. to 7 p.m.
(Countywide Polling Locations are subject to change up to Election Day.)

GALVESTON COUNTY - COUNTYWIDE POLLING LOCATIONS (Voters may CHOOSE to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Galveston County visit: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS COUNTY - COUNTYWIDE POLLING LOCATIONS (Voters may CHOOSE to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Harris County visit: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

La votación anticipada en persona comenzará el lunes 25 de abril de 2022 y terminará el martes 3 de mayo de 2022. La Ciudad de Friendswood está en dos condados que tendrán diferentes horarios y lugares de votación anticipada. A continuación, aparece la información para la votación anticipada en persona para los principales lugares de votación y ubicaciones cercanas a Friendswood o dentro de Friendswood para cada condado:

CONDADO DE HARRIS	CONDADO DE GALVESTON
Principal lugar de votación anticipada: County Attorney Conference Center 1019 Congress Avenue, Sala de conferencias Houston, TX 77002	Principal lugar de votación anticipada: Galveston County Justice Center, Área de ventas del primer piso 600 59th Street Galveston, TX 77551
Sedes de votación anticipada: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	Sedes de votación anticipada: Friendswood Activity Building - Sala de actividades 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
Los horarios de atención de votación anticipada son los siguientes: Lunes a sábado, 4/25 - 4/30, 7 a.m. - 7 p.m. Domingo 5/1 de 12 p.m. - 7 p.m. Lunes y martes, 5/2 - 5/3, 7 a.m. - 7 p.m.	Los horarios de atención de votación anticipada son los siguientes: Lunes a viernes, 4/25 - 4/29, from 8 a.m. - 5 p.m. Lunes y martes, 5/2 - 5/3, from 7 a.m. - 7 p.m.
Para obtener más información o lugares y horarios adicionales de votación anticipada: Llame al 713-755-6965 o visite http://www.harrisvotes.org	Para obtener más información o lugares adicionales de votación anticipada: Llame al 409-770-5108 o visite: https://www.galvestonvotes.org/voter-information/polling-locations

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN, Sábado, 7 de Mayo, 2022, 7am - 7pm
(Los lugares de votación para todo el condado están sujetos a cambios hasta el Día de la Elección.)

CONDADO DE GALVESTON - LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden ESCOGER votar en cualquier centro de votación designado por todo el Condado.) Para obtener más información sobre los lugares de votación para todo el condado en el Condado de Galveston, visite: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Sala de actividades, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
CONDADO DE HARRIS - LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden ESCOGER votar en cualquier centro de votación designado por todo el Condado.) Para conocer lugares de votación adicionales o cambios por todo el condado en el Condado de Harris, visite: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

Thủ tục đích thân tới bỏ phiếu sớm sẽ bắt đầu vào thứ Hai, ngày 25 tháng Tư, 2022 và kết thúc vào thứ Ba, ngày 3 tháng Năm, 2022. Thành Phố Friendswood sẽ nằm trong hai quận sẽ có các giờ và địa điểm bỏ phiếu sớm khác nhau. Dưới đây là danh sách về thủ tục đích thân đến bỏ phiếu sớm cho các địa điểm bỏ phiếu sớm chính và các địa điểm gần hoặc trong thành phố Friendswood cho mỗi quận:

QUẬN HARRIS	QUẬN GALVESTON
Địa Điểm Bỏ Phiếu Sớm Chính: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Địa Điểm Bỏ Phiếu Sớm Chính: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Các Địa Điểm Bỏ Phiếu Sớm Chỉ Nhánh: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	Các Địa Điểm Bỏ Phiếu Sớm Chỉ Nhánh: Friendswood Activity Building - Activity Room 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
Giờ mở cửa bỏ phiếu sớm như sau: Thứ Hai - thứ Bảy, 4/25 - 4/30, từ 7 giờ sáng - 7 giờ tối Chủ nhật, 5/1, 12 p.m. - 7 p.m. Thứ Hai - thứ Ba, 5/2 - 5/3, 7 a.m. - 7 p.m.	Giờ mở cửa bỏ phiếu sớm như sau: Thứ Hai - thứ Sáu, 4/25 - 4/29, from 8 a.m. - 5 p.m. Thứ Hai - thứ Ba, 5/2 - 5/3, từ 7 a.m. - 7 p.m.
Để Biết Thêm Thông Tin hoặc Địa Điểm và Ngày Giờ Bỏ Phiếu Sớm Bỏ Sung: Gọi số 713-755-6965 hoặc ghé thăm http://www.harrisvotes.org	Để Biết Thêm Thông Tin hoặc Địa Điểm Bỏ Phiếu Sớm Bỏ Sung: Gọi số 409-770-5108 hoặc truy cập: https://www.galvestonvotes.org/voter-information/polling-locations

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU VÀO NGÀY BẦU CỬ, ngày 7 tháng Năm, 2022, từ 7 giờ sáng đến 7 giờ
(Các địa điểm bỏ phiếu trên toàn quận này có thể thay đổi cho đến Ngày Bầu Cử)

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TRÊN TOÀN QUẬN GALVESTON (Cử tri có thể CHỌN LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết các địa điểm phòng phiếu toàn quận khác ở Quận Galveston, truy cập trang mạng: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TOÀN QUẬN HẠT - QUẬN HARRIS (Cử tri có thể CHỌN LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết thêm thông tin về các địa điểm phòng phiếu toàn quận hạt đã thay đổi tại Quận Harris, truy cập: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

親自出席提前投票將從2022年4月25日(週一)起持續至2022年5月3日(週二)。Friendswood市位於兩個不同的縣，其具有不同提前投票時間和地點。以下為各縣的親自出席提前投票資訊，包括主要提前投票地點及 Friendswood 市內或周邊的地點：

HARRIS縣	GALVESTON縣
提前投票之主要投票地點: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	提前投票之主要投票地點: Galveston County Justice Center, 一樓自助售貨區 600 59th Street Galveston, TX 77551
提前投票之分部投票地點: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598	提前投票之分部投票地點: Friendswood Activity Building - 活動室 416 Morningside Dr. Friendswood, TX 77546
Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598	
Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	
提前投票辦公室的辦公時間如下: 4/25 (週一) 至 4/30 (週六), 上午7:00至晚上7:00 5/1 (週日), 中午12:00至晚上7:00 5/2 (週一) 至 5/3 (週二), 上午7:00至晚上7:00	提前投票辦公室的辦公時間如下: 4/25 (週一) 至 4/29 (週五), 上午8:00至下午5:00 5/2 (週一) 至 5/3 (週二), 上午7:00至晚上7:00
如需了解更多詳情或其他提前投票地點與時間, 請致電 713-755-6965 或瀏覽 http://www.harrisvotes.org	如需了解更多詳情或其他提前投票地點, 請致電 409-770-5108 或瀏覽 https://www.galvestonvotes.org/voter-information/polling-locations

選舉日投票所, Friendswood 市將於2022年5月7日上午7:00至晚上7:00開與
(全縣各投票地點在選舉日前可能會有變更。)

GALVESTON縣 - 全縣投票地點 (選民可以選擇在全縣任何指定的投票中心投票。) 如需了解Galveston縣內更多全縣投票地點, 請瀏覽: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building - Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building - 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS縣 - 全縣投票地點 (選民可以選擇在全縣任何指定的投票中心投票。) 欲知Harris縣全縣範圍內更多或更改的地點, 請瀏覽: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School - Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School - Library, 302 West El Dorado Blvd., Friendswood, TX 77546

EXHIBIT A-4

Early Voting by Personal Appearance will begin on Monday, April 25, 2022, and end on Tuesday, May 3, 2022.

The City of Friendswood is 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:

HARRIS COUNTY	GALVESTON COUNTY
Main EV Polling Location: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Main EV Polling Location: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Branch EV Polling Locations closest to Friendswood: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	Branch EV Polling Locations: Friendswood Activity Building – Activity Room 416 Morningside Dr. Friendswood, TX 77546
The early voting office hours are as follows: <i>Monday - Saturday, 4/25 - 4/30, 7 a.m. - 7 p.m.</i> <i>Sunday, 5/1, 12 p.m. - 7 p.m.</i> <i>Monday - Tuesday, 5/2 - 5/3, 7 a.m. - 7 p.m.</i>	The early voting office hours are as follows: <i>Monday - Friday, 4/25 - 4/29, from 8 a.m. - 5 p.m.</i> <i>Monday - Tuesday, 5/2 - 5/3, from 7 a.m. - 7 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 – SATURDAY, MAY 7, 2022, FROM 7 a.m. to 7 p.m. (Countywide Polling Locations are subject to change up to Election Day.)

GALVESTON COUNTY – COUNTYWIDE POLLING LOCATIONS (Voters may <u>CHOOSE</u> to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Galveston County visit: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS COUNTY - COUNTYWIDE POLLING LOCATIONS (Voters may <u>CHOOSE</u> to vote at any designated voting center throughout the County.) For more or changed countywide polling locations in Harris County visit: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546

Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

La votación anticipada en persona comenzará el lunes 25 de abril de 2022 y terminará el martes 3 de mayo de 2022. La Ciudad de Friendswood está en dos condados que tendrán diferentes horarios y lugares de votación anticipada. A continuación, aparece la información para la votación anticipada en persona para los principales lugares de votación y ubicaciones cercanas a Friendswood o dentro de Friendswood para cada condado:

CONDADO DE HARRIS	CONDADO DE GALVESTON
Principal lugar de votación anticipada: County Attorney Conference Center 1019 Congress Avenue, Sala de conferencias Houston, TX 77002	Principal lugar de votación anticipada: Galveston County Justice Center, Área de ventas del primer piso 600 59th Street Galveston, TX 77551
Sedes de votación anticipada: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	Sedes de votación anticipada: Friendswood Activity Building – Sala de actividades 416 Morningside Dr. Friendswood, TX 77546
Los horarios de atención de votación anticipada son los siguientes: <i>Lunes a sábado, 4/25 - 4/30, 7 a.m. - 7 p.m.</i> <i>Domingo 5/1 de 12 p.m. - 7 p.m.</i> <i>Lunes y martes, 5/2 - 5/3, 7 a.m. - 7 p.m.</i>	Los horarios de atención de votación anticipada son los siguientes: <i>Lunes a viernes, 4/25 - 4/29, from 8 a.m. - 5 p.m.</i> <i>Lunes y martes, 5/2 - 5/3, from 7 a.m. - 7 p.m.</i>
Para obtener más información o lugares y horarios adicionales de votación anticipada: Llame al 713-755-6965 o visite http://www.harrisvotes.org	Para obtener más información o lugares adicionales de votación anticipada: Llame al 409-770-5108 o visite: https://www.galvestonvotes.org/voter-information/polling-locations

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN, Sábado, 7 de Mayo, 2022, 7am -7pm
(Los lugares de votación para todo el condado están sujetos a cambios hasta el Día de la Elección.)

CONDADO DE GALVESTON – LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden <u>ESCOGER</u> votar en cualquier centro de votación designado por todo el Condado.) Para obtener más información sobre los lugares de votación para todo el condado en el Condado de Galveston, visite: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Sala de actividades, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546

CONDADO DE HARRIS– LUGARES DE VOTACIÓN PARA TODO EL CONDADO (Los votantes pueden <u>ESCOGER</u> votar en cualquier centro de votación designado por todo el Condado.) Para conocer lugares de votación adicionales o cambiados por todo el condado en el Condado de Harris, visite: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546
Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546

Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

Thủ tục đích thân tới bỏ phiếu sớm sẽ bắt đầu vào thứ Hai, ngày 25 tháng Tư, 2022 và kết thúc vào thứ Ba, ngày 3 tháng Năm, 2022. Thành Phố Friendswood sẽ nằm trong hai quận sẽ có các giờ và địa điểm bỏ phiếu sớm khác nhau. Dưới đây là danh sách về thủ tục đích thân đến bỏ phiếu sớm cho các địa điểm bỏ phiếu sớm chính và các địa điểm gần hoặc trong thành phố Friendswood cho mỗi quận:

QUẬN HARRIS	QUẬN GALVESTON
Địa Điểm Bỏ Phiếu Sớm Chính: County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	Địa Điểm Bỏ Phiếu Sớm Chính: Galveston County Justice Center, First Floor Vending Area 600 59th Street Galveston, TX 77551
Các Địa Điểm Bỏ Phiếu Sớm Chi Nhánh: Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	Các Địa Điểm Bỏ Phiếu Sớm Chi Nhánh: Friendswood Activity Building – Activity Room 416 Morningside Dr. Friendswood, TX 77546
Giờ mở cửa bỏ phiếu sớm như sau: <i>Thứ Hai - thứ Bảy, 4/25 - 4/30, từ 7 giờ sáng - 7 giờ tối</i> <i>Chủ nhật, 5/1, 12 p.m. - 7 p.m.</i> <i>Thứ Hai - thứ Ba, 5/2 - 5/3, 7 a.m. - 7 p.m.</i>	Giờ mở cửa bỏ phiếu sớm như sau: <i>Thứ Hai – thứ Sáu, 4/25 - 4/29, from 8 a.m. - 5 p.m.</i> <i>Thứ Hai - thứ Ba, 5/2 - 5/3, từ 7 a.m. - 7 p.m.</i>
Để Biết Thêm Thông Tin hoặc Địa Điểm và Ngày Giờ Bỏ Phiếu Sớm Bỏ Sung: Gọi số 713-755-6965 hoặc ghé thăm http://www.harrisvotes.org	Để Biết Thêm Thông Tin hoặc Địa Điểm Bỏ Phiếu Sớm Bỏ Sung: Gọi số 409-770-5108 hoặc truy cập: https://www.galvestonvotes.org/voter-information/polling-locations

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU VÀO NGÀY BẦU CỬ, ngày 7 tháng Năm, 2022, từ 7 giờ sáng đến 7 giờ
(Các địa điểm bỏ phiếu trên toàn quận này có thể thay đổi cho đến Ngày Bầu Cử)

CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TRÊN TOÀN QUẬN GALVESTON (Cử tri có thể CHON LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết các địa điểm phòng phiếu toàn quận khác ở Quận Galveston, truy cập trang mạng: https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546
CÁC ĐỊA ĐIỂM PHÒNG PHIẾU TOÀN QUẬN HẠT - QUẬN HARRIS (Cử tri có thể CHON LỰA bỏ phiếu tại trung tâm bỏ phiếu bất kỳ được qui định ở khắp Quận.) Để biết thêm thông tin về các địa điểm phòng phiếu toàn quận hạt đã thay đổi tại Quận Harris, truy cập: www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546

Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546

Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

親自出席提前投票將從2022年4月25日（週一）起持續至2022年5月3日（週二）。Friendswood市位於兩個不同的縣，其具有不同提前投票時間和地點。以下為各縣的親自出席提前投票資訊，包括主要提前投票地點及Friendswood市內或周邊的地點：

HARRIS縣	GALVESTON縣
提前投票之主要投票地點： County Attorney Conference Center 1019 Congress Avenue, Conference Room Houston, TX 77002	提前投票之主要投票地點： Galveston County Justice Center, 一樓自動售貨區 600 59th Street Galveston, TX 77551
提前投票之分部投票地點： Webster Civic Center - Civic Center 311 Pennsylvania Avenue Webster, TX 77598 Multi-Cultural Center - Pearl D Room 951 Tristar Drive Webster, TX 77598 Freeman Branch Library - Meeting Room 16616 Diana Lane Houston, TX 77062	提前投票之分部投票地點： Friendswood Activity Building – 活動室 416 Morningside Dr. Friendswood, TX 77546
提前投票辦公室的辦公時間如下： 4/25（週一）至4/30（週六），上午7:00至晚上7:00 5/1（週日），中午12:00至晚上7:00 5/2（週一）至5/3（週二），上午7:00至晚上7:00	提前投票辦公室的辦公時間如下： 4/25（週一）至4/29（週五），上午8:00至下午5:00 5/2（週一）至5/3（週二），上午7:00至晚上7:00
如需了解更多詳情或其他提前投票地點與時間，請致電713-755-6965或瀏覽 http://www.harrisvotes.org	如需了解更多詳情或其他提前投票地點，請致電409-770-5108或瀏覽 https://www.galvestonvotes.org/voter-information/polling-locations

選舉日投票所，Friendswood市將於2022年5月7日上午7:00至晚上7:00間與
（全縣各投票地點在選舉日前可能會有變更。）

GALVESTON縣 – 全縣投票地點 （選民可以選擇在全縣任何指定的投票中心投票。） 如需了解Galveston縣內更多全縣投票地點，請瀏覽： https://www.galvestonvotes.org/voter-information/polling-locations
Friendswood Activity Building – Activity Room, 416 Morningside Dr., Friendswood, TX 77546
Jacob White Building – 2000 W. Parkwood Avenue, Friendswood, TX 77546
HARRIS縣 – 全縣投票地點 （選民可以選擇在全縣任何指定的投票中心投票。） 欲知Harris縣全縣範圍內更多或更改後的地點，請瀏覽： www.harrisvotes.com
Forest Bend Civic Center Building, 4300 Laura Leigh Lane, Friendswood, TX 77546

Wedgewood Elementary School – Great Hall, 4000 Friendswood Link Rd., Friendswood, TX 77546
Westbrook Intermediate School – Library, 302 West El Dorado Blvd., Friendswood, TX 77546

EXHIBIT "B"
INVITATION TO BID NO. 2022-14
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
SPECIFICATION AND REQUIREMENTS

1.0 DEFINITIONS: The following definitions apply to this document and the transaction between the City and the Successful Bidder unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City.

- (1) "Bid" refers to a response submitted to an ITB.
- (2) "Bidder" means a company that submits a Bid in response to this ITB.
- (3) "City" means and refers to the City of Friendswood, Texas.
- (4) "Day" means a calendar day unless otherwise specifically defined.
- (5) "ITB" means and refers to an Invitation to Bid.
- (6) "Successful Bidder" means the company that is awarded a contract pursuant to this ITB based upon its Bid to serve as the official newspaper of the City.

2.0 SCOPE OF SERVICES: The Successful Bidder shall serve as the official newspaper of the City and shall publish in both print and electronic forms all captions of ordinances, notices, and other matters required to be published by the City. Historical data shows that approximately 100 publications are expected per year, but no amount is guaranteed by the City. This service shall be performed in accordance with the following specifications.

2.1 Work Required:

2.1.1 Successful Bidder shall:

- a. deliver newspapers, either hand-delivered or via mail, to subscribers within the City limits in both Galveston and Harris County;
- b. publish newspapers in printed and electronic forms at least once a week;
- c. receive request for publications via electronic mail (email);
- d. turnaround publication requests within 48-hours; and
- e. provide electronic affidavits of publication and tear sheets via email and/or complete paper affidavits as needed.

2.2 Successful Bidder Responsibility:

- 2.2.1** Successful Bidder shall remain in compliance with §2051.044 of the Texas Government Code and all other applicable federal, state and local laws.
- 2.2.2** Successful Bidder shall respond promptly but no later than 24-hours to the City for items for publication, issues, and concerns.
- 2.2.3** Successful Bidder shall provide the City proof and costs of publication prior to publication.
- 2.2.4** Successful Bidder shall be able to publish items that are in MS Word, Excel, JPG, and/or PDF format.
- 2.2.5** Successful Bidder shall be able to publish notice using special fonts/characters for Vietnamese and Chinese (Traditional) publications.
- 2.2.6** Successful Bidder shall provide the City at the end of each month an invoice for the publications completed during the previous month. Said invoice

shall be submitted to the Attention of the City Secretary either via email to citysecretary@friendswood.com or via ground mail to 910 S. Friendswood Drive, Friendswood, Texas 77546.

- 2.2.7 Successful Bidder shall provide the City at the end of each month the electronic affidavits and tear sheets for the publications completed during the previous month. Said affidavits and tear sheets shall be submitted to citysecretary@friendswood.com. The City reserves the right to request and receive tear sheets and affidavits more often, as needed.
- 2.2.8 Successful Bidder shall provide without charge a subscription for one print newspaper as well as an account for an online newspaper to the City Secretary's Office for the duration of the contract.

2.3 City Responsibility:

- 2.3.1 The City shall respond to the Successful Bidder promptly or within 24-hours for items related to publications, proofs/costs, and affidavit/tear sheets.
- 2.3.2 The City shall pay the monthly invoices in compliance with the provisions of Chapter 2251 of the Texas Government Code.
- 2.3.3 The City shall provide publications in WS word format when available and/or in Excel, JPG or PDF if necessitated no later than 48-hours prior to the date of the desired publication.

- 2.4 **Pricing:** The pricing sheet submitted as Exhibit "A" shall be incorporated into the terms of the bid and contract.

3.0 REQUIRED INSURANCE AND INDEMNIFICATION

- 3.1 The Successful Bidder shall procure and maintain at its sole cost and expense for the duration of the services under this ITB, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided hereunder by the Successful Bidder, its agents, representatives, volunteers, employees or subcontractors.
- 3.2 The following is a list of standard insurance policies along with their respective minimum coverage amounts required in a contract under this ITB:
 - 3.2.1 Commercial General Liability Policy:
 - General aggregate of \$2,000,000
 - Owners' and Contractors' Protective Liability of \$1,000,000
 - Products and Completed Operations of \$1,000,000
 - Personal and Advertising Injury of \$1,000,000
 - Minimum of \$1,000,000 per occurrence
 - Coverage shall be broad form CGL.
 - 3.2.2 Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - 3.2.3 Workers' Compensation

Statutory Limits
Employer's Liability \$500,000

- 3.3 The following shall be applicable to all policies of insurance required herein.
- 3.3.1 Insurance carrier must have an A.M. Best Rating of A: VII or better.
 - 3.3.2 Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - 3.3.3 Liability policies must be on occurrence form, except for workers' compensation.
 - 3.3.4 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 certified mail, return receipt requested, has been given to the City.
 - 3.3.5 A waiver of subrogation in favor of the City is required on all policies.
 - 3.3.6 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.
 - 3.3.7 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.
 - 3.3.8 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 Successful Bidder.

- 3.4 **Indemnity:** The Successful Bidder shall agree to the following provisions.

THE SUCCESSFUL BIDDER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY IN THIS PARAGRAPH 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 ATTORNEYS' FEES, FOR DAMAGE TO ANY PROPERTY, LOSS OF REVENUE, PERSONAL INJURY OR DEATH, OR ANY OTHER INJURIES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY THE SUCCESSFUL BIDDER, THEIR OFFICERS, AGENTS AND EMPLOYEES PURSUANT TO THIS CONTRACT, THE CONDUCT OR MANAGEMENT OF THE SUCCESSFUL BIDDER'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY THE SUCCESSFUL BIDDER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS,

WHERE SUCH DAMAGES, LOSSES OR INJURIES ARE CAUSED BY (I) THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY OR (II) THE JOINT OR SOLE NEGLIGENCE OF THE SUCCESSFUL BIDDER. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE SUCCESSFUL BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE SUCCESSFUL BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM (I) THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE CONSEQUENCES OF THE SUCCESSFUL BIDDER'S SOLE OR JOINT NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, LOSS OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, the Successful Bidder further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. This section 3.4 shall survive the expiration or termination of the contract.

3.5 Release

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, except as otherwise provided in Subchapter I of Chapter 271 of the Texas Local Government Code to the extent applicable. Successful Bidder 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 Successful Bidder's services to be performed hereunder. This release shall apply with respect to Successful Bidder's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

4.0 CONTRACT: The specifications included herein along with exhibits, upon award, shall become the legal and binding contract upon the award of the same by the City Council or City Manager, as appropriate. The bid documents and exhibits contain the entire agreement between the parties relating to the rights granted in the contract and the obligations assumed as a part of the contract. Any representations or modifications concerning this contract shall have no force or effect unless modified in writing and signed by each party to the contract.

5.0 TERM OF THE CONTRACT: The contract awarded based upon a response to this ITB will be for a two (2) year period. The City shall have the option to renew the contract for two (2) additional two (2) year periods upon approval by the City Council. Either party may give the other notice of non-renewal not less than (30) days prior to the expiration of the primary term or any renewal term thereof. The City may terminate the contract with or without cause by giving the Successful Bidder at least seven (7) days' written notice. If the contract is terminated for cause due to the Successful Bidder's failure to perform the work as outlined in the contract and/or for non-adherence to established federal, state and/or local laws, the Successful Bidder shall be responsible to the City for all damages as allowed by law, including all expenses incurred by the City to obtain another official newspaper of the City.

6.0 GENERAL CONDITIONS

- 6.1** The Successful Bidder understands and agrees that time is of the essence in this contract.
- 6.2** The Successful Bidder shall assign or transfer its interest in this contract without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer of any public body which may be a party hereto.
- 6.3** This contract has been made under and shall be governed by the laws of the State of Texas.
- 6.4** Any action brought 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.
- 6.5** Any waiver on the part of the City of any term or condition of this contract shall not be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term of the contract.
- 6.6** Should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.
- 6.7** 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 from and after the expiration of three (3) days after it is so deposited. The addresses of the parties for the purpose of any notice required herein shall be the addresses specified in the ITB. 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.

7.0 SPECIAL CONDITIONS

- 7.1** This ITB does not commit the City to award a contract for the scope of work described herein. The City intends to select only one Successful Bidder to serve as the official newspaper of the City.
- 7.2** All information submitted in response to this ITB shall become the property of the City, and as such may be used by the City in any manner.
- 7.3** The City has sole discretion and reserves the right to reject any and all bids received with respect to this ITB and to cancel the ITB at any time prior to selecting a Successful Bidder. The City Reserves the right to reasonably request additional information or clarification of information provided in any Bid without changing the terms of the ITB.
- 7.4** The City reserves the right to waive any technicalities or formalities in any bid.
- 7.5** Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by any Bidder or any member thereof as a result of, or arising out of, submitting a bid, or due to the City's acceptance or non-acceptance of the bid.
- 7.6** If the Successful Bidder considers any portion of the Bid to be confidential and/or proprietary and that disclosure of its contents to competitors would cause substantial competitive harm, said Successful Bidder must clearly identify those portions of the Bid by putting the term **CONFIDENTIAL OR PROPRIETARY** in bold letters on the applicable page(s). If such information is requested pursuant to the Texas Public Information Act, Successful Bidder will be given notice of the public information request and may make arguments before the Texas Attorney General as to why the information should not be disclosed. The City will have no obligation to make any arguments to and will abide by the decision of the Texas Attorney General.
- 7.7** Neither the City nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this ITB. The use of any of this information in the preparation of a response to this ITB is at the sole risk of the Bidder.
- 7.8** Bidders shall not collude in any manner or engage in any practices with any other Bidder(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Bidder's submittal.

- 7.9 All bids submitted must be the original work product of the Bidder. The copying, paraphrasing, or other use of the work product of another is not permitted. Failure to adhere to this instruction will cause the City to reject the bid.
- 7.10 Successful Bidder will be required to submit a Form 1295 and will be given instructions on how to do so online.

8.0 MINIMUM QUALIFICATIONS

- 8.1 All bids shall include the provision of all labor, equipment and materials, and the ability to perform all work described above.
- 8.2 The City has established the following minimum qualifications for Successful Bidder for newspaper services. Bidders who do not meet all of these minimum qualifications will not be considered. The City, in its sole discretion, will determine if a Bidder meets these minimum qualifications and will base its decision on the information contained in the Bidder's as well as, prior knowledge, or through investigations that may be conducted by the City staff.
- a. Devote not less than 25% of its total column lineage to general interest items;
 - b. Be published in print form at least once each week;
 - c. Be entered as second-class postal matter in the county where it is published;
 - d. Have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes in both print and electronic formats;
 - e. Have the ability to deliver newspapers, either hand-delivered or via mail, to subscribers in the Harris County side of the City of Friendswood; and
 - f. Charge the City a rate that represents the lowest published rate for classified advertising as required by Sec. 2051.045, Texas Government Code.

9.0 ATTACHMENTS

- 9.1 **Attach** proof of insurance as required in the ITB or indicate that such insurance will be provided if Bidder is chosen as a Successful Bidder.
- 9.2 **Attach** a completed Exhibit "C" – City of Friendswood Verification Form
- 9.3 **Attach** a completed Exhibit "D" - a completed 1295 Form with the Ethics Commission
- 9.4 **Attach** a completed Exhibit "E" - Conflict of Interest Form

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 11/18/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving an Architectural Design Services Agreement with McLemore Loung Architects for design and engineering services for a conceptual design of the City Council Chamber Remodel Project (RFQ 2022-16), which will be funded through restricted PEG (public, educational and governmental) fee reserves.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves an Architectural Design Services Agreement with McLemore Loung Architects, LLC, for design and engineering services for a conceptual design of the City Council Chamber Remodel Project in an amount not to exceed \$31,750. Restricted PEG (public, educational and governmental) fee reserves will be the funding source for the City Council Chamber Remodel Project, including these architectural design services.

The scope of work includes architectural and engineering services for a conceptual design for the renovation of the existing Council Chamber, which design shall include technology upgrades for presentations, recordings, streaming and other AV equipment, lighting upgrades, repainting, replacing flooring, installing security systems, and the dais and seating.

A notice of Requests for Qualifications for Architectural Services for City Council Chambers Remodel was published in the Daily News and the Reporter News on September 21 and 28, 2022, and posted on the City's website on September 13, 2022. The City received six proposals, which were opened on Thursday, October 13, 2022, at 2:00 p.m. A selection committee composed by City staff evaluated the qualifications of the firms and selected the proposal of McLemore Loung Architects, LLC. In evaluating the qualifications to determine the most qualified, the selection committee considered:

- A. **Collaboration.** Qualifications of firm in executing similar projects, and qualifications related to collaborating with partners. (30%)
- B. **Experience on Similar Projects** (emphasis on last 10 years). Related project experience, including work in Texas, as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (30%)
- C. **Available Resources to Complete Project** This criterion would include personnel, resources and methodologies commonly used by your firm that may be applicable to the project categories. (15%)
- D. **Responsiveness to the RFQ** (10%)
- E. **References** (15%)

A copy of the proposed professional services agreement is attached to this item for your review and approval.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Conceptual Design Services Agreement with McLemore Loung Architects

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and McLemore Luong Architects, LLC, a Texas limited liability company (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. **Engagement of Professional**

The City hereby agrees to engage the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Information Technology or his designee shall act as the City's Representative pursuant to this Agreement. Either Ryan McLemore, Principal, or Alec Luong, Principal shall act as Professional's project manager pursuant to this Agreement.

2. **Scope of Services**

The Professional shall perform or cause to be performed the services necessary to provide a conceptual design for the renovation to the existing Council Chamber, located at 910 S. Friendswood, Drive, Friendswood, Texas 77546 (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. **Time of Performance**

The Professional shall perform the services required herein in accordance with schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If reasonably satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. **Information and Services**

A. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional 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 Professional and will, to the fullest extent reasonably practicable, facilitate the performance of the services described in this Agreement.

- B. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Professional on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, the Professional shall provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment

A. Compensation

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto shall not exceed the sum of THIRTY-ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$31,750.00) as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

B. Payment

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional 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 Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) calendar days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City, following written notice to the Professional, may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. After receiving notice, the Professional shall be afforded a reasonable amount of time, not to exceed thirty (30) calendar days, to investigate, refute and/or cure the matter being disputed or contested. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

6. Records

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such

records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying upon reasonable request.

7. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The Professional may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings prepared by the Professional are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance

The Professional shall, at its own expense, purchase, maintain and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

A. Worker's Compensation Insurance

- Statutory Limits
- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

B. 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 in favor of the City of Friendswood, its officers, agents, and employees.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

C. Commercial Automobile Liability Insurance.

- Minimum combined single limit of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage.
- If individual limits are provided minimum limits are THREE HUNDRED THOUSAND DOLLARS (\$300,000) per person, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence for bodily injury and ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for property damage.

- Waiver of subrogation in favor of the City of Friendswood, its officers, agents, and employees.

D. Professional Liability (Errors and Omissions)

- Limit: \$1,000,000 for this Project.
- Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional'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 Professional's insurance and shall not contribute to it. Further, the Professional 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 shall be applicable to all policies of insurance required herein.

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII 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. Professional Liability Insurance can be on claims-made 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 the City.
- 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 Professional Liability Policies required herein.
- Upon request and without cost to the City, certificates of insurance 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 Professional.
- Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement.

9. Professional Liability

- A.** The Professional agrees the services it provides, as an experienced and qualified architect/engineer, the services required herein with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the

performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.

- B.** The Professional 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 Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE

A. INDEMNIFICATION

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY 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 REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY

INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION 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 PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL 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.

B. Release

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. Professional 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 Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

C. Subconsultants

The Professional shall require all of its approved subconsultants to include in their subcontracts, a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications

City:

City OF FRIENDSWOOD
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: Morad Kabiri
Title: City Manager

PROFESSIONAL:

McLemore Luong Architects, LLC
800 Town and Country Blvd, Suite 500-408
Houston, Texas 77024-4552
Attn: Ryan McLemore
Title: Principal

All notices and communications under this Agreement shall be mailed or delivered to City and Professional at the above addresses, respectively.

12. Captions

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments

The City and the Professional each binds 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 Professional 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 Professional of any public body which may be a party hereto.

14. Termination of Agreement for Cause

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional 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 Professional shall also tender to the City's Representative all of the Professional'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 Professional 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.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. 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.

15. Termination For Convenience of the City

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes

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

17. Personnel

- A. The Professional 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 Professional 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.

18. Reports and Information

The Professional 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.

19. Civil Rights

The Professional shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

20. Interest of Professional and Employees

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

21. Incorporation of Provisions Required by Law

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.

22. Payment Bond

A payment bond shall be required for all sub-consultants, surveyors, geotechnical engineers and for all other professional services wherein the services are not performed by employees of the Professional's firm.

23. Governing Law

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

24. Venue

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

25. Time is of the Essence

Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

26. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only.

27. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional 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 Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

28. 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.

29. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.

30. 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.

31. 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.

32. 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.

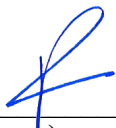
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of December, 2022, the date of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

City:
CITY OF FRIENDSWOOD, TEXAS

PROFESSIONAL:
MCLEMORE LUONG ARCHITECTS, LLC

MORAD KABIRI, City Manager

BY: 
(Signature)

Ryan McLemore

(Printed Name)

Principal

(Title)

DATE: _____

DATE: 12.13.22

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The Project consists of the renovation to the Council Chamber of the City of Friendswood and will include upgrades to the entire space including floor, walls, ceiling, dais, public seating, and AV / IT and are described in further detail as follows:

The renovated space shall be designed in a way to promote a multi-use / training function. To do so we will explore options for leveling the floor, proposing flexible stackable seating arrangements in lieu of the existing fixed bench seating scenario, and storage areas for when seating is not needed. The reconfigured dais will accommodate 10 positions however provisions to conceal body language and AV upgrades are desired. The dais is also to be studied as an elevated structure and the integration and impact of the required ADA ramp will be reviewed. Security upgrades including metal detection and bullet proofing is to be explored. The level of bullet proofing is unknown at this time and will be determined as a part of this conceptual design study. Expansion to the AV room will be a requirement of the renovation. The expansion is to accommodate the AV needs of the City and may include seating for a second AV person and/or a security officer. Upgrades to the AV system shall include items such as Audio Override control for dais microphones, display upgrades at the dais for improved agenda visibility, upgrades for live video feed, placement of screens within the room to improve visibility of materials being presented to the council, public, and live video feed.

B. SCOPE OF SERVICES

Basic Services: The Professional shall provide the following scope of services after the City's issuance of a notice to proceed:

1. Review of local permitting requirements and applicable building codes;
2. Provide as-built documentation, as needed;
3. Participate in an unlimited number of virtual design review meetings;
4. Tour council chambers of other municipalities;
5. Host two (2) building tours of existing council chambers to determine the desired configuration of all stakeholders;
6. Prepare conceptual plan studies , including the dais, AV booth and seating configurations;
7. Provide two (2) 3D renderings of the approved conceptual plan option depicting aesthetics, materials and configuration;
8. Engage SLR International Corporation to ensure that the conceptual options presented meets minimum desired acoustical standards;
9. Engage DBR Engineering Consultants, Inc., (i) to provide an evaluation of the existing MEP systems servicing the existing space, (ii) to review the desired AV/IT upgrades and (ii) to provide a narrative report;
10. Engage AGCM, Inc., to provide a Rough Order of Magnitude cost estimate to inform the Project budget after developing the final desired conceptual configuration, aesthetic, and MEP/AV/IT report;
11. Prepare a final design report, including conceptual plans, 3D renderings, MEP/AV/IT report and supporting cost estimates;
12. Attend Council Meetings and workshops as needed; and
13. Deliver a final report to City Council and all stakeholders for approval.

Additional Services:

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

Exhibit "B"

COMPENSATION AND REIMBURSABLE EXPENSES

Basic Services

Services required under this Agreement shall not exceed THIRTY-ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$31,750.00) based upon the following schedule:

Principal	\$200.00
Director	\$175.00
Project Manager	\$150.00
Sr. Project Architect/Interior Designer	\$125.00
Architect/Designer/Interior Designer.....	\$100.00
Production.....	\$85.00
Admin Support.....	\$75.00

Reimbursable Expenses associated with Basic Services

Reimbursable expenses under this Agreement shall not exceed SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) based upon the following:

Mileage Cost	IRS Rate
Internal Reproduction	Cost
Outside Reproduction	Cost plus 10%
Postage and Courier Service	Cost
Other Direct Costs	Cost plus 10%

Additionally, expenses associated with traveling away from the home office on business connected with the Project, including, but not limited to, meals, mileage and lodging, must be approved in writing by the City prior to the Professional incurring any expense associated therewith; otherwise, the Parties hereto agree and understand that the City shall not be liable and the Professional shall not make a claim against the City for any such expenses.

Additional Services

Professional will perform additional services 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 Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

Exhibit "C"

SCHEDULE

The services will be performed in accordance with the following schedule:

As-built Documentation.....	7 calendar days
Conceptual Design.....	42 calendar days

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 11/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a contract with the Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the City.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. Pursuant to its contract with the City, the Historical Society is required to provide an annual report and to host a special event to showcase its mission. The Society's Histor-ween event has grown over the last few years to become a huge success in the community and will be scheduled again next year.

In 2007, the Council approved an increase in the budgeted amount from \$10,000 to \$15,000 to equip the Historical Society with additional funding needed to continue its efforts of providing the citizens of Friendswood with historical information about Friendswood and preserving and maintaining the historical sites in our city.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this request is not funded, the Friendswood Historical Society will not be able to maintain the city's historical sites. In addition, a lack of funding would severely limit its efforts to provide citizens with historical information about Friendswood through its annual events.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Historical Society Annual Contract for 2023

CONTRACT FOR MAINTENANCE AND PRESERVATION OF HISTORICAL SITES AND INFORMATION

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Contract for Maintenance and Preservation of Historical Sites and Information (this "Contract") is made and entered into by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas (the "City") and the Frank J. Brown Heritage Museum, Inc., d/b/a Friendswood Historical Society, a nonprofit corporation located and operating in City, (the "Historical Society"), each of said contracting parties acting by and through their respective hereunto duly authorized officers.

WITNESSED

WHEREAS, the Historical Society provides regular and ongoing services and programs, which include, but are not limited to, the dissemination of information to the general public regarding historical facts and findings and the maintenance of historical grounds, buildings and markers within the City; and

WHEREAS, the City benefits from such services in that historical information and facilities are an important and historical part of this community; and

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

NOW THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, City and Historical Society agree as follows:

1. Historical Society's Obligations. The Historical Society shall:
 - a. maintain historical grounds, buildings and markers within the city limits of the City;
 - b. collect and keep on file pertinent information as to the history and heritage of the community of Friendswood;
 - c. disseminate information to the public regarding historical facts, findings and heritage of the community of Friendswood;
 - d. host an annual event in the Spring of 2023, which celebrates the history and heritage of the community of the City of Friendswood;
 - e. submit its budget for the City's approval as to the Historical Society's use of funds to be provided by the City; and
 - f. provide an annual report outlining the extent of its efforts in each of the above matters, which report shall be presented within nine (9) months of the date of execution hereof.

2. City's Obligations. Subject to the terms and conditions herein, the City shall pay Historical Society the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for the aforementioned services. Such payment will be due within forty-five (45) days after of the City's approval of the Historical Society's budget or the City's receipt of an invoice, whichever is later.
3. Term. Unless otherwise stated herein, the term of this Contract shall be for a period of one (1) year, commencing the Effective Date. Only those expenditures authorized by this Contract and contained in the budget approved by the City, which are actually incurred for events and activities taking place within the term of this Contract, are eligible for funding. Any ineligible expenditures or unspent funds shall be returned to the City upon expiration or earlier termination of the Contract.
4. Termination. This Contract shall automatically terminate upon the occurrence of any of the following events:
 - The termination of the legal existence of the Historical Society;
 - The insolvency of the Historical Society, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by the Historical Society for the benefit of creditors; or
 - The continuation of a breach of any of the terms or conditions of this Contract by either the City or the Historical Society for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party;

In the event that this Contract is terminated pursuant to this section, the Historical Society agrees to refund any and all unused funds or funds determined by the City to have been used improperly, within thirty (30) days after termination of this Contract. Late payments shall accrue interest at the rate provided in Section 2251.025 of the Texas Government Code.

5. Miscellaneous.
 - a. Independent Contractor. The Historical Society 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 the City. The Historical Society shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same and the Historical Society shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. The Historical Society shall not be considered a partner or joint venturer with the City, nor shall the Historical Society be considered nor in any manner hold itself out as an agent or official representative of the City.
 - b. Insurance. The Historical Society shall, at a minimum, provide insurance as follows:

Commercial General Liability

 - ☐ General Aggregate: \$1,000,000
 - ☐ Per Occurrence: \$1,000,000
 - ☐ Coverage shall be at least Broad Form CGL
 - ☐ No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

The following are general requirements applicable to the above-referenced policy:

- ☐ AM Best Rating of A-: VII or better for all liability policies.
- ☐ Insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- ☐ Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City's representative.
- ☐ Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to the City's execution of this Contract.
- ☐ The policy must be on occurrence form.
- ☐ The 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 the City.
- ☐ The City of Friendswood, its officers, agents and employees are to be added as Additional Insureds and a waiver of subrogation shall be granted in favor of the City.

Additionally, the Historical Society shall furnish separate certificates and endorsements for each at-risk vendor, including those supplying amusement activities. All coverage of such vendors shall be subject to all of the requirements stated herein.

c. Indemnity.

THE HISTORICAL SOCIETY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CITY"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THE HISTORICAL SOCIETY PURSUANT TO THIS CONTRACT, THE CONDUCT OR MANAGEMENT OF THE HISTORICAL SOCIETY'S BUSINESS OR ACTIVITIES, OR FROM ANY OTHER ACT OR OMISSION BY THE HISTORICAL SOCIETY, ITS AGENTS, AND EMPLOYEES, WHEN PERFORMING SERVICES IN ACCORDANCE WITH THIS CONTRACT, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF THE HISTORICAL SOCIETY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE

HISTORICAL SOCIETY AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE HISTORICAL SOCIETY TO INDEMNIFY AND PROTECT THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM THE CONSEQUENCES OF (I) THE 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) THE HISTORICAL SOCIETY'S JOINT AND/OR SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE HISTORICAL SOCIETY 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 Contract.

- d. Release. By this Contract, 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 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 the City's sovereign immunity. The Historical Society assumes full responsibility for its work performed hereunder and hereby releases, relinquishes, discharges, and holds harmless 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 Historical Society's work to be performed hereunder. This release shall apply with respect to the Historical Society's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- e. No Arbitration. Notwithstanding anything to the contrary contained in this Contract, the City and the Historical Society hereby agree that no claim or dispute between the City and the Historical Society arising out of or relating to this Contract 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

Historical Society consents to be joined in the arbitration proceeding if the Historical Society's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

- f. Assignment. The Historical Society shall not assign this Contract without first obtaining the written consent of the City.
- g. Notice. Any notice required to be given under this Contract or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

CITY
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
Attn: City Manager

HISTORICAL SOCIETY
Friendswood Historical Society
108 Skyview Terrace
Friendswood, TX 77546
Attn: President

- h. Binding Effect. This Contract and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of the City and the Historical Society and their respective successors and assigns.
- i. Application of Laws. All terms, conditions, and provisions of this Contract are subject to all applicable federal laws, state laws, the Charter of the City of Friendswood, all ordinances passed pursuant thereto, and all judicial determinations relative thereto. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
- j. Ambiguities. In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- k. Complete Agreement. This Contract contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. The terms and conditions of this Contract shall prevail notwithstanding any variance in this Contract from the terms and conditions of any other document relating to this transaction or these transactions.
- l. Headings. The headings and subheadings of the various sections and paragraphs of this Contract are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.
- m. Severability. 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 _____ day of January, 2023, the date of signature by the City Manager of the City of Friendswood (the "Effective Date").

CITY OF FRIENDSWOOD

By: _____
MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

FRANK J. BROWN HERITAGE
MUSEUM, INC., d/b/a
FRIENDSWOOD HISTORICAL SOCIETY

By: _____
(Signature)

(Printed Name)

(Title)

ATTEST:

(Signature)

(Printed Name)

(Title)

H:\Contracts\Heritage Society Annual Contract\Historical Society Annual Contract for 2023.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: January 9, 2023

Date submitted: 12/19/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, d/b/a OMNIA Partners, Public Sector, and Communities Program Management, LLC, d/b/a U.S. Communities.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood desires to enter into a cooperative purchasing agreement with National Intergovernmental Purchasing Alliance Company, d/b/a OMNIA Partners, Public Sector, and Communities Program Management, LLC, d/b/a U.S. Communities, for an evidence storage solution for the evidence room at the Public Safety Building.

By entering into the proposed agreement, the City will be able to take advantage of bids for various goods and services received by the National Intergovernmental Purchasing Alliance Company, d/b/a OMNIA Partners, Public Sector, and Communities Program Management, LLC, d/b/a U.S. Communities -- not just the evidence storage solution.

Friendswood has entered into cooperative purchasing agreements with other 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. Master Intergovernmental Cooperative Purchasing Agreement



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

**OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

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: January 9, 2023

Date submitted: 12/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a contract with Southwest Solutions Group for an evidence storage solution for the evidence room at the Public Safety Building through Omnia Partners.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The police department needs to increase the capacity for physical evidence storage at the PSB. The Spacesaver high-capacity evidence storage solution from Southwest Solutions will double storage capabilities in the evidence room. The current system, which utilizes traditional tier shelving racks, allows for a maximum capacity of 156 evidence tubs. The new high density storage shelving system will increase the capacity to 360 tubs and also provide an evidence processing area with a laminate top, drawer, and storage for supplies. Additionally, storage will be added to the weapons evidence room. The new sliding unit proposed by Southwest Solutions will provide storage for approximately 80-120 long guns (current estimate is 40-50 long guns) and 320-boxed handguns (current estimate is 150).

The PD has funds available in Federal Asset Forfeiture funds and has determined that the purchase of this evidence storage solution is an acceptable expenditure for Federal funds. The total investment for the equipment, freight and installation is \$70,208. This purchase will be made through the City's cooperative purchasing agreement with Omnia Partners.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommend approval of the funding source and contract

ATTACHMENTS

1. Evidence Storage Solution Contract

Southwest Solutions Group, Inc.

6105 Brittmoore Road
Houston, TX 77041
Phone: (713) 467-4454
Fax: (713) 467-4484

www.southwestsolutions.com

**Quote # 133591**

Date: December 1, 2022

Project # 114791-1B

Page 1 of 4

Quote valid for 60 days.

BILL TO:

City of Friendswood
P. O. Box 1288
Friendswood, TX 77549

INSTALL TO:

Erik Reyna
City of Friendswood
1600 Whitaker Dr.
Friendswood, TX 77546

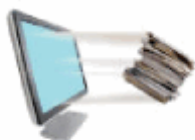
SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Art Drouin PH: 832 731 9307 adrouin@southwestsolutions.com	Friendswood PD-Spacesaver High-Capacity Evidence Storage-Omnia Partners-Region IV-R191808	Net 30 days after delivery & installation	9-10 weeks (after receipt of order)

114791-1B: Mobile Storage System: Installed: SSG

#	DESCRIPTION	LINE TOTAL
1	<u>SPACESAVER HIGH-CAPACITY EVIDENCE STORAGE Per Plan View 114791-1B</u>	
	EVIDENCE RM 177-Provides capacity for 408- 24"Dx16"Wx13-7/8"H tubs to include:	\$ 37,256.41
	1 - 24"Dx48"Wx41-1/4"H Single Face Static Shelving (Elev. E-Evidence Processing Station) 1 - 24"Dx6"Wx104-3/4"H Single Face Static Shelving (Elev. D) 2 - 24"Dx36"Wx104-3/4"H Single Face Static Shelving (Elev. B-Secured Storage) 1 - 24"Dx48"Wx104-4/4"H Single Face Static Shelving (Elev. A-Bulk) 1 - 48"Dx15"Wx104-3/4"H Double Face Static Shelving (Elev. D) 2 - 48"Dx15"Wx105-1/2"H Double Face M/A Mobile Shelving (Elev. C)	
	All new Spacesaver 98-3/4"H (mobile) and 104-3/4"H (Static) 4-post shelving with closed ends and tops; Elev. A (Bulk): 4-levels (3@24-3/4" clear & 1@23-1/4" clear); no stops or dividers; 4" front base; Elev. B (Secured Storage): closed uprights; 6-levels each (5@14-1/4" clear & 1@ 24-3/4" clear); no stops or dividers. 4" front base; each unit with an individual 3'W full height locking security shutter; Elev. C (Mobile): 6-levels (5@14-1/4 clear & 1@21-3/4" clear); no stops or dividers; Elev. D (Static): 6-levels (5@14-1/4" clear & 1@ 24-3/4" clear); no stops or dividers; 4" front bases; Elev. E (Evidence Process. Station): 1-open knee space @32-3/4" clear; 6"H drawer; 1"T Laminated top. Half Height LPL Laminated end panels on all exposed ends of mobile units; High-capacity hand crank operation with 3-spoke ergonomic handles and aisle locking pins. Manufacturer's standard colors. Investment includes all design services, manufacturing, freight, inside delivery, installation in your cleared area by factory certified technicians during normal business hours (8-5; M-F); cleanup of area, removal of debris and factory warranty. Please allow 9-10 weeks lead time ARO. Sales tax has not been included.	
2	WEAPONS STORAGE-GUN VAULT-RM 180; Provides capacity for 120-rifles and 320- handguns to include:	\$ 5,383.01
	1 - 2X1 Sliding Weapons Storage Unit; 38"Dx7'-4-1/2"Wx102-1/8"H (overall unit dimensions) with closed ends, tops & backs; Elev. A (statics): 2-16"Dx42"Wx97.25"H units w/1-48-3/4" clear lower level for long guns w/bin fronts and 1-UWR rail w/3-adjustable pelican case dividers and 5-upper levels @ 8-1/4" clear for boxed handguns w/back stops and 1-adj. div/lvl.; Elev. B (sliding unit): 1-16"Dx42"Wx97-1/4"H w/10-levels @ 8-1/4" clear for boxed handguns w/back stops and 1/adj. div/lvl.; Steel backs on all unit; Levelable deck/rail/ramp platform w/in-rail anti-tip mechanisms; Your choice of manufacturer's standard colors. Investment includes all design, manufacturing, freight, inside delivery, installation in your cleared area by factory certified technicians during normal business hours (8-5; M-F), cleanup of area, removal of all debris and factory warranty. Assumes clear access to all loading docks, elevators and installation sites. Please allow 9-10 weeks lead time ARO. Sales tax has not been included.	



High Density Storage



Document Scanning



Modular Casework



Movable Walls



Automated Storage



Smart Lockers

Southwest Solutions Group, Inc.

6105 Brittmoore Road
Houston, TX 77041
Phone: (713) 467-4454
Fax: (713) 467-4484

www.southwestsolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 133591

Date: December 1, 2022

Project # 114791-1B

Page 2 of 4

Quote valid for 60 days.

BILL TO:

City of Friendswood
P. O. Box 1288
Friendswood, TX 77549

INSTALL TO:

Erik Reyna
City of Friendswood
1600 Whitaker Dr.
Friendswood, TX 77546

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Art Drouin PH: 832 731 9307 adrouin@southwestsolutions.com	Friendswood PD-Spacesaver High-Capacity Evidence Storage-Omnia Partners-Region IV R191808	Net 30 days after delivery & installation	9-10 weeks (after receipt of order)

114791-1B: Mobile Storage System: Installed: SSG OMNIA

#	DESCRIPTION	LINE TOTAL
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3 ** If tax exempt. then provide tax exempt info with your order **

All pricing provided per Omnia Partners/Spacesaver Omnia Partners-Region IV-R191808 (see order details below)

NOTE: Due to market volatility impacting freight, fuel, steel and aluminum, this quote is valid for 60 days from date of this proposal. Price is subject to change after this period. Lead times are subject to change until time of purchase. Estimate does not include applicable state or local taxes.

TERMS: 100% Due upon completion (net 30)

CREDIT CARDS: Accepted for all payments, subject to 2.5% added convenience fee

Per Omnia Partners-Region IV Contract # R191808 orders are to be placed with:

Southwest Solutions Group
2535 East State Highway 121, Suite 110-B
Lewisville, TX 75056

So that we may process your order in a timely manner, please address contract as shown above.

Omnia Partners-Region IV R191808
Contract end date: April 30,2023

Equipment Net (Omnia):	\$ 42,639.42
Freight:	\$ 12,797.58
Del/Installation:	\$ 14,771.00
TOTAL INVESTMENT	\$ 70,208.00

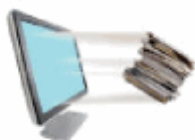
Authorized Signature: _____ Date: _____ P.O.#: _____

[We accept Credit Cards and eChecks.](#)

Credit Card payments over \$25,000 are subject to a 2.50% Convenience Fee. No Convenience Fee on eChecks. Southwest Solutions Federal Tax ID #: 75-2703228



High Density Storage



Document Scanning



Modular Casework



Movable Walls



Automated Storage



Smart Lockers

Southwest Solutions Group, Inc.

6105 Brittmoore Road
Houston, TX 77041
Phone: (713) 467-4454
Fax: (713) 467-4484



Quote # 133591

Date: December 1, 2022

Project # 114791-1B

Page 3 of 4

Quote valid for 60 days.

www.southwestsolutions.com

Scope of Work

The following are the responsibilities of Southwest Solutions Group (SSG) and Client to ensure the completion of the project in an efficient, timely manner. The items and services listed below, unless otherwise specified herein, have not been included in the equipment or services pricing and will be the responsibility and at the expense and liability of Client.

BY SSG

TYPE	DESCRIPTION
General	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of \$3.00 per hundred-pound weight per month.
Direct Ship	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty.
Design	Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

BY CLIENT

TYPE	DESCRIPTION
Receipt of Freight	Quote is based on standard truck delivery directed to a dock facility that is designed to receive freight. All other special services, such as, but not limited to: Pre-notification prior to delivery, limited access/non-commercial, residential, government, school deliveries, lift gate, inside deliveries, etc. are available for additional charges and will be billed accordingly.
Direct Ship	Indicate any lift gate, limited access, special delivery requirements to SSG for coordination of freight services.
Drawing Approval	Approve and sign SSG provided design drawing so that materials can be ordered to meet delivery and installation schedule. Design drawing will include "in space" representation of the equipment and its requirements. Lead times begin after receipt of drawing approval.
Access to Work Area	Provide unobstructed space within the site of installation to permit the incorporation of the systems as shown on any drawings that form a part of this Agreement. Prepare the work site to permit the unloading, installation, testing and acceptance of the equipment. If area is not precleared prior to installer's arrival, additional charges will be applied. Provide hoisting and elevator services for SSG equipment and personnel.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances. Provide sprinkler and fire safety devices including sprinkler design. Ensure that all equipment will pass through building access doors or other openings as necessary.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform SSG at least 4 weeks prior to shipping time to delay shipment from factory. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Project Delays	It is the responsibility of the client to inform SSG at least 4 weeks prior to acknowledged ship date. If the installation site is not ready when scheduled work is to be performed and our technicians have been dispatched, a \$325.00 trip charge will be added. Please provide a minimum of 72 hours notice to reschedule installation. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Loading of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by SSG's moving teams.
Product Training	Provide personnel for a scheduled product training session. Includes one training session for staff.

HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Floorless Requirements	Floorless High-Capacity System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail's locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Recessed Rail Requirements/Foundation Preparation	Provide backfill of cement into troughs. Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment. It is recommended that the slab have a minimum thickness of 5" with a capacity rating of 4,000 PSI. Verify that the concrete slab possesses the minimum levelness specification of 1/4" over a 20' span. Provide location information of any conduit or post-tension cables running through concrete floors (drilling may be required). Sonogramming or X-Ray of floor not included.
Electrical Preparation	If hardwired electrical system is selected, provide dedicated 120 VAC, 60 HZ, 20-amp circuit that must be hardwired by a certified electrician compliant with local Electrical Codes. If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20-amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on moving system design.

CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Electrical Preparation	Provide all electrical utility outlets and wiring as required and as noted on drawing supplied by SSG. Provide suitable electric current, lighting, compressed air, water, heat, precise power, and air drop locations as required for installation, testing, acceptance, and operation of the system. Client is to supply power drops from the plant power supply up to, and including, disconnects at each control panel. All power and hardware shall be in accordance with the applicable electrical codes.
Material Handling Responsibilities	Perform unloading and carting of materials and equipment by appropriate personnel from the common carrier to a safe storage area at the installation site. (Unless this service is accepted as proposed on the price page of this Agreement.) Machine crates to remain unopened until technicians' arrival. Collect and remove all packing materials from equipment shipping. SSG is responsible to maintain a clean work area and place trash in Client provided containers. SSG personnel will provide and operate lift truck equipment within Client's facility. Provide hoisting and elevator services for SSG equipment and personnel.
Vertical Storage Training	Ensure that Client's personnel attend and participate in scheduled training sessions. Includes one training session for staff.
Loading of Vertical Storage	Perform installation of any trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed. Provide for the physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.



www.southwestsolutions.com

Terms, Conditions & Warranty

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal ("Customer") relating to the installation of that certain equipment more fully described in the Quote and Scope of Services (collectively, the "Equipment").

1. WARRANTY.

(a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear. Warranties are determined by specific product and manufacturer. Refer to statement of warranty for complete information.

(b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.

2. LIMITATION OF LIABILITY.

(a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

(b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.

3. BASIS OF BARGAIN. The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.

4. INSURANCE. SSG 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 SSG, its agents, representatives, volunteers, employees or subconsultants. SSG's insurance coverage shall be primary insurance with respect to the Customer, its officials, employees and agents. Any insurance or self-insurance maintained by the Customer, its officials, employees or agents shall be considered in excess of SSG's insurance and shall not contribute to it. Further, SSG shall include all subconsultants, agents and assigns as additional insured 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 Contract:

- (a) Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$50,000
 - Coverage shall be broad form CGL.
 - Waiver of subrogation required
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- (b) Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of subrogation required
- (c) Workers' Compensation
 - Statutory Limits
 - Employer's Liability: \$500,000
 - Waiver of Subrogation required

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

- (a) Insurance carrier must have an A.M. Best Rating of A: VII or better.
- (b) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (c) Liability policies must be on occurrence form.
- (d) 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 the Customer.
- (e) The Customer, its officers, agents and employees are to be added as Additional Insured to all liability policies.
- (f) Upon request and without cost to the Customer, a certified copy of all insurance policies and/or certificates of insurance shall be furnished to the Customer.
- (g) Upon request and without cost to the Customer, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the Customer.
- (h) All insurance required herein shall be secured and maintained in a company or companies satisfactory to the Customer, and shall be carried in the name of SSG.
- (i) The SSG shall comply with Section 110.110 of Title 28 of the Texas Administrative Code, which is incorporated herein by this reference for all intents and purposes. However, it is expressly understood and agreed that in the event of a conflict between the provisions of this section and the provision contained in Section 110.110 of Title 28 of the Texas Administrative Code, the more stringent shall control.

5. NOTICE. All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.

6. MISCELLANEOUS.

- (a) Governing Law; Venue. This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. The parties exclusively in Galveston County, Texas.
- (b) Interest on Late Payments. All overdue payments to SSG shall accrue interest at the rate specified in Section 2251.025 of the Texas government Code.
- (c) Entire Agreement. This proposal, the quote, the scope of services and Omnia Contract No. R191808 constitute the entire agreement of the parties and supersede any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.
- (d) Amendment. This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.
- (e) Successors and Assigns; Assignment. This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this section will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.
- (f) Waiver. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.
- (g) Severability. In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.
- (h) Survival. Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.

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: January 9, 2023

Date submitted: 12/16/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the 2020 Lift Station Mitigation Package 2 / Harvey Lift Station Repairs and Mitigation Project to McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc. (Bid No. 2022-22).

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood sustained severe damage to many of its sanitary sewer lift stations during Hurricane Harvey. Immediate repairs were made to keep the City's sanitary sewer system operational, but eleven (11) of the lift stations were determined to require additional work to mitigate against future floods. The mitigation of these lift stations includes raising equipment and electrical components such as generators, transfer switches, electrical services, wiring, etc., to two feet above the Harvey flood elevation. Submersible pumps and piping will be replacing above-ground pumps where applicable. Wet wells are to be equipped with sealed hatches. Eight-foot-tall wooden fences will also be installed.

The eleven lift stations were separated into four separate packages for bidding. Package No. 2 includes Lift Stations 5, 13, 24, and 25.

The City recently opened bids for Package No. 2, having received bids from three interested parties. McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc., was determined to be the lowest responsive bidder with a base bid of \$1,870,469 and bid of \$12,000 for additional non-mitigation items, or a total stipulated price of \$1,882,469. A combination of FEMA funds, insurance proceeds, and sewer bonds will be used to fund this project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Mitigation of these lift stations will safeguard against future floods, ensuring that the City's sanitary sewer system remains operational during the flood event.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00235 - Intent to Award
2. 00230 - Standard Agreement for Contracting Services

INTENT TO AWARD

Date: December 14, 2022

McDonald Municipal and Industrial
ATTN: Wayne Berkenmeier
5044 Timber Creek
Houston, TX 77017

RE: Project Name: 2020 Lift Station Mitigation Package 2/Harvey Lift Station
Repairs and Mitigation
Project Numbers: LS#005, LS#013, LS#024, LS#025
BID No.: 2022-22

Dear Wayne Berkenmeier:

Your BID dated December 8, 2022, for the above Contract has been considered and you are the apparent Lowest Responsible Bidder. The Engineering Department of the City of Friendswood has recommended that the City Council Award the 2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs and Mitigation Project, BID Number 2022-22, to McDonald Municipal and Industrial on January 9, 2023. With the City Council approval and your satisfactory compliance with contractual requirements, the City hereby intends to award the construction contract to you for:

2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs and Mitigation

The Contract Price is ONE MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$1,882,469.00).

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 Engineer
City of Friendswood

JA/hv

END OF DOCUMENT

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

STANDARD AGREEMENT FOR CONTRACTING SERVICES

THIS AGREEMENT, entered into as of this 9th day of January, 2023, 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 McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc., 5044 Timber Creek, Houston, TX 77017 (hereinafter called the "CONTRACTOR") acting herein by Wayne Berkenmeier, Vice 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:

2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs & Mitigation

- 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:

2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs & Mitigation

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by 5ENGINEERING, LLC, 11200 Westheimer Rd., Suite 353, 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 SIX HUNDRED (600) 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 **SIX HUNDRED AND THIRTY (630) 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 **FIVE HUNDRED Dollars (\$500.00)** 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 00145 – Unit Price Form.
- 5.2 **TOTAL AMOUNT OF BID is ONE MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$1,882,469.00).**
- 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 Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 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 shall be reduced by one-half (1/2). The reduced retainage shall never be less than 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 FDEDC and the Contractor concerning the Work, consist 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
- 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 Unit Price Bid Form
- 9.22 Texas Ethics Commission Form 1295

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 NEGLIGENT, 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 Termination. In addition to the termination rights elsewhere in Contract Documents, the City may terminate this Agreement as follows:

a. For Convenience.

The performance of the work may be terminated at any time in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this contract is terminated for cause, which is later determined not to exist, the parties agree that the contract will be deemed to be terminated for convenience. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

b. For Cause.

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor ten (10) days' prior written notice, shall be entitled to terminate this Contract in its entirety at any time for the following:

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or

- covenants contained in this Contract or any other current agreement between the Contractor and another City for similar construction work on other property; or
- (5) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

In the event of such termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim that the City's Representative or the City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayments of reimbursable costs or other payments.

c. Procedure after Notice of Termination.

After receipt of a notice of termination, whether with or without cause, the Contractor shall, in good faith and to the best of its ability, do all things necessary in light of such notice to assure the efficient and proper close-out of the terminated work (including, but not limited to, the protection of the City's property). Among other things the Contractor shall, except as otherwise directed or approved by the City, do the following:

- (1) Stop the work on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- (3) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (4) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated in which case, the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- (6) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
- (7) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

In the event of such termination, there shall be an equitable reduction of the

Contract Price to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking close-out measures, approved by the City.

- 11.3 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:

C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

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.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

EXECUTED IN on behalf of the Contractor by **Wayne Berkenmeier** its Vice President shown below, and on behalf of the City by **Mike Foreman**, its Mayor, thereto duly authorized this 9th day of January, 2023.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

McDonald Municipal and Industrial-A Division of
C.F McDonald Electric, Inc.

BY: Vice President Special Projects

DATE: 12/22/22 _____

ATTEST:

CITY SECRETARY

ATTEST:

(OFFICER OR SECRETARY)
Diane Dollar , Secretary/Treasurer

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

Federal Contract Required Clauses

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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3. Byrd Anti-Lobbying Agreement
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22. Davis-Bacon and Copeland Anti-Kickback Act
23. Rights to Inventions made under a Contract or Agreement
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, 40U.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.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

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
Wayne Berkenmeier
Vice President Special Projects

Name and Title of Contractor's Authorized Official

12/08/22

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: January 9, 2023

Date submitted: 12/27/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Second Amendment to the Standard Form of Agreement -- Engineering with Garver, LLC, for engineering and technical services pertaining to the design, bidding and construction of (i) the Clear Creek Crossing Project and (ii) the Ground Storage Tank and Pump Improvements at Surface Water Plant #1 Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 2021, the City selected Garver, LLC ("Garver") to provide professional engineering services for the master plan, design and construction phase services for water system improvements. As part of such plan, the following two projects were identified as immediate needs for the City:

Project No.	Project Title	Description
1	Clear Creek Crossing	This project includes approximately 7,000 linear feet of new 24-inch water line to be placed in parallel to the existing transmission line along E. Edgewood Drive (FM 2351) from the intersection with Blackhawk Blvd and ending at the intersection near Friendswood Dr. This alignment crosses two streams, Clear Creek and Mary's Creek.
14	New GST and Pump Improvements at SWP 1	This project includes a new 0.5 million gallon ground storage tank, yard piping and pump replacements, which improvements are intended to increase the pumping capacity of SWP 1 and balance distribution of water supply from SWP 1 and SWP 2.

At its October 3rd, 2022 meeting, Council heard an update from Garver on a comprehensive list of water projects identified as needs within the City of Friendswood. These two projects were included in that update.

The Clear Creek Crossing project was identified as the City's highest priority capacity-driven project which will improve the flow of water from Surface Water Plant 2 (adjacent to Timber Creek Golf Club) to Elevated Storage Tank 2 (adjacent to Friendswood High School). This project will resolve existing system transmission main capacity deficiencies and will provide capacity to meet projected growth in system demands.

The New Ground Storage Tank ("GST") and Pump Improvements at Surface Water Plant ("SWP") 1

project is condition-driven. Due to the existing structural condition of GST 1 at SWP 1, it was recommended the tank be demolished and a new steel welded tank be installed. After a geotechnical investigation is concluded, it will be determined if a tank slightly larger than 0.5 million gallons can be constructed given the site's design constraints.

This Second Amendment authorizes the design, bidding and construction phase services for these two projects in an amount not to exceed ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED EIGHT AND 40/100 DOLLARS (\$1,155,808.40).

Funding for these projects will largely come from the American Rescue Plan Act ("ARPA") dollars received by the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Along with replacing a structurally deficient tank, this project will increase the pumping capacity of Surface Water Plant 1, and balance distribution of water supply from Surface Water Plant 1 and Surface Water Plant 2.

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Professional Services - Engineering Amendment #2

SECOND AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES – ENGINEER

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Second Amendment (the "Second Amendment") to that certain Contract for Professional Services – Engineer, dated September 13, 2021, (the "Contract") by and between Garver, LLC (the "Engineer") and the City of Friendswood, Texas, a home-rule city municipal corporation, located in Harris and Galveston Counties, Texas (the "City") is made and entered into on the date of the City Manager's signature hereinbelow.

WITNESSETH:

WHEREAS, in accordance with the Professional Services Procurement Act, the City issued RFQ 2021-01 in order to select a professional engineer to provide engineering services for water system improvements, including, but not limited to, the following services:

- Assess the current site conditions;
- Consult extensively with Public Works in an effort to become familiar with the needs and wants of the project;
- Identify and Design Structural, Mechanical and Electrical modifications;
- Prepare plans and specifications for construction;
- Process change orders throughout construction;
- Construction and Project Management, providing all technical and administrative services as needed; oversight, supervision, quality assurance and review, maintaining records; and
- Provide all close-out work (as-built documents, certifications, etc.); and

WHEREAS, based upon Engineer's demonstrated competence and qualifications to perform the services, the City chose Engineer and negotiated a contract at a fair and reasonable price; and

WHEREAS, on September 13, 2021, the City and the Engineer entered into the Contract in order for the Engineer to develop the City's Water Master Plan along with a technical memorandum to provide updates for utility planning, rehabilitating water facilities, and improving the distribution and transmission water system, including Surface Water Plant No. 1, Elevated Storage Tank No. 2, Water Plant No. 3 and Water Plant No. 4 at a cost not to exceed NINE HUNDRED SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$907,950.00); and

WHEREAS, on March 30, 2022, the City and the Engineer entered into Change Order No. 1 (the "First Amendment") to include the Georgetown and Friendswood Trails Development Study at a cost not to exceed TWENTY-NINE THOUSAND THREE HUNDRED SIXTY-SIX AND NO/100 DOLLARS (\$29,366.00); and

WHEREAS, the master plan and studies performed by the Engineer identified the following projects as immediate needs for the City:

Project No.	Project Title	Description
1	Clear Creek Crossing	This project includes approximately 7,000 linear feet of new 24-inch water line to be placed in parallel to the existing transmission line along E. Edgewood Drive (FM 2351) from the intersection with Blackhawk Blvd and ending at the intersection near Friendswood Dr. This alignment crosses

Project No.	Project Title	Description
		two streams, Clear Creek and Mary's Creek.
14	New GST and Pump Improvements at SWP 1	This project includes a new 0.5-million-gallon ground storage tank, yard piping and pump replacements, which replacements are intended to increase the pumping capacity of SWP 1 and balance distribution of water supply from SWP 1 and SWP 2.

(collectively the "Project"); and

WHEREAS, consistent with the above-referenced RFQ and the results of the master plans and studies, the City desires the Engineer to provide engineering and technical services pertaining to the design, bidding, and construction phases of the Project; and

WHEREAS, the Engineer is willing to provide such additional services under terms and conditions specified herein at a cost not to exceed ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED EIGHT AND 40/100 DOLLARS (\$1,155,808.40); and

WHEREAS, the terms of the Contract and First Amendment shall remain in full force and effect except as specifically altered by the terms of this Second Amendment;

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

I. Amendments

1.01 Article I "Employment of Engineer" of the Contract is hereby amended to read as follows:

I. EMPLOYMENT OF ENGINEER

The City hereby agrees to engage the Engineer and the Engineer hereby agrees to perform the "Scope of Services" as specified in the Contract, the First Amendment and this Second Amendment.

1.02 Article III "Time of Performance" of the Contract is hereby amended for the Scope of Services authorized herein to the schedules as specified in Exhibit "A-2," which is attached hereto and incorporated herein for all intents and purposes.

1.03 Article V "Compensation and Method of Payment" of the Contract is hereby amended for the Scope of Services authorized herein to the amount specified in Exhibit "B-2," which is attached hereto and incorporated herein for all intents and purposes.

1.04 Article VIII "Insurance" of the Contract is hereby repealed in its entirety and replaced with the following:

VIII. INSURANCE

The Engineer shall procure and maintain at its sole cost and expense for the duration of the Contract, 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 Contract:

- (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 Contract.

- 1.05 Article XXIV "Limitation of Liability" of the Contract is hereby repealed in its entirety.
- 1.06 Exhibits/Appendices "A" "Scope of Services" of the Contract and the First Amendment are hereby amended by adding Exhibit "A-2." It is expressly understood and agreed that the Scope of Services specified in Article II of the Contract shall be read together with those services required in Exhibit "A-2" hereof.
- 1.07 Exhibits "B" of the Contract and the First Amendment are hereby supplemented by adding Exhibit "B-2."
- 1.08 The Contract and First Amendment are hereby amended by adding Exhibit "C" "Federal Requirements," which is attached hereto and incorporated herein for all intents and purposes.

II Miscellaneous Provisions

- 2.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Second Amendment.
- 2.02 Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meanings as in the Contract and the First Amendment.
- 2.03. Entire Agreement. The provisions of this Second Amendment, the First Amendment, and the Contract should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the First Amendment and/or Second the Contract, the provisions of this Second Amendment shall control.
- 2.04 Interpretation. This Second 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 Second Amendment.

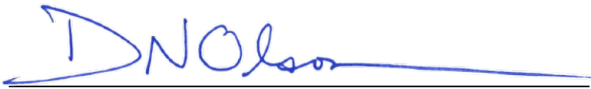
2.05 Captions. Captions contained in the Contract, First Amendment, and this Second Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

2.06 No Waiver. By this Second Amendment, 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 Second Amendment, the Contract or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Second Amendment, in the First Amendment, or in the Contract shall be construed in any way to limit or to waive the City's governmental immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Second 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 January, 2023, the date of execution by the City Manager.

ENGINEER

CITY OF FRIENDSWOOD



(Signature)

MORAD KABIRI, City Manager

Daniel N. Olson, PE

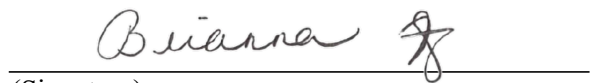
(Printed Name)

Vice President

(Title)

ATTEST:

ATTEST:



(Signature)

LETICIA BRYSCH, City Secretary

Brianna Fly

(Printed Name)

Office Support Admin II

(Title)

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EXHIBIT "A-2"

SCOPE OF SERVICES

BACKGROUND

In 2021, the City selected Garver (“Engineer”) to provide professional engineering services for the master plan, design and construction phase services for water system improvements. As a result of such work, two projects were identified as immediate needs for the City, namely Project 1 – Clear Creek Crossing, was identified as the first project needed to eliminate the water system’s hydraulic bottleneck at Clear Creek and Project 14 – New GST and Pump Improvements at SWP 1.

Project 1 - Clear Creek Crossing will include approximately 7,000 linear feet of new 24-inch water line to be placed in parallel to the existing transmission line along E. Edgewood Drive (FM 2351) from the intersection with Blackhawk Blvd and ending at the intersection near Friendswood Dr. This alignment crosses two streams, Clear Creek and Mary’s Creek. Professional engineering services will include preliminary engineering, final design, and construction phase services.

Project 14 – New GST and Pump Improvements at SWP 1 will include a new 0.5 million gallon ground storage tank, yard piping and pump replacements. The new GST is to replace an existing 0.5 GST that was noted by TCEQ to be leaking. The pump replacements are intended to increase the pumping capacity of SWP 1 and balance distribution of water supply from SWP 1 and SWP 2.

ASSUMPTIONS

The scope of work and associated level of effort assumes the following:

1. The City has record drawings (paper or electronic) for all waterlines, and other additional requisite information to assist with producing the design deliverables.
2. The City will acquire any required temporary and permanent easements needed for the proposed improvements.
3. Repair or replacement of roadway will be limited to replacing in-kind and not require a drainage assessment

SCOPE OF WORK – BASIC SERVICES

The following scope of work describes the anticipated services to be provided under this contract.

A. Project 1 -- Clear Creek Crossing.

Task 1: Project Administration.

Engineer shall:

1. Attend one kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule;
2. Prepare and facilitate monthly progress meetings during the Design phase with the City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance;
3. Prepare meeting summary (meeting minutes) and distribute to participants;
4. Prepare a Project Management Plan (PMP) and Quality Control/Assurance Plan in compliance with Garver project execution standards. These plans will be available to share with the City; and
5. Prepare and provide monthly progress/status reports with updated schedule sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 2: Data Collection and Field Investigation

Engineer shall:

1. Conduct a site visit of the planned water line alignment;
2. Engage a subconsultant to provide a survey, which survey shall:
 - a. Establish survey controls,
 - b. Delineate properties, easement boundaries, and prepare abstract documents for up to 20 easement acquisitions, and
 - c. Provide topographic route surveys anticipated to be 40 feet wide in easements and entire ROW within pavement limits;
3. Engage a subconsultant to provide a geotechnical investigation for the design of approximately 7,000 linear feet of 24-inch water line and associated roadway repairs, which investigation will include recommendations for trenchless crossing across Clear Creek and Mary's Creek and pavement reconstruction recommendations;
4. Engage a subconsultant to provide environmental investigation, which will include:
 - a. A Phase I Environmental Site Assessment, and
 - b. A Phase II Environmental Investigation if Phase I indicates the need;
5. Provide Subsurface Utility Engineering (SUE): Professional Service Provider to provide SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." SUE work includes:
 - a. Quality Level A investigation to identify Water Plant No. 1 existing GST piping to booster pump station and ground water supply well Wells 1, 2, and 3 to existing GST and standpipe. Up to four test holes will be included; and
 - b. Quality Level B investigation for the water line at roadway intersections; and
6. Prepare and review data request document for the waterline improvements project area and submit to the City. This is expected to include but not necessarily be limited to the following:
 - a. E. Edgewood Dr. (FM 2351) utility and roadway record drawings,
 - b. City-preferred specifications and design considerations for waterlines,
 - c. Standard front-end documents for construction contracts, and
 - d. Previous project surveys, geotechnical reports and SUE investigations.

Task 3: Permitting and Regulatory Agencies

Engineer shall prepare and provide permit coordination for anticipated permits. Any associated permit fees will be provided by the City. The anticipated permits for this project that are included in this scope are:

- a. Right-of-way Crossing Permit,
- b. Construction Stormwater Permit,
- c. Permit for pipeline crossing, and
- d. Nationwide 408 Permit.

Task 4: Preliminary Engineering and 30% Design

Engineer shall:

1. Document and submit a Draft Preliminary Engineering Report (PER) and 30% design drawings in electronic format (PDF), which PER shall include the following:
 - a. Alternative route analysis,
 - b. Construction methodology analysis for Clear Creek and Mary's Creek crossings,
 - c. Initiate utility coordination with conflicting utilities,
 - d. Develop a list of technical specifications,
 - e. Prepare Draft 30% Preliminary Design drawings, and
 - f. Prepare an AACE Class 4 construction cost estimate;
2. Facilitate Draft PER workshop with City;
3. Submit draft 30% Design documents to City and facilitate 30% Design Review Workshop

- with City; and
4. Conduct QA/QC of PER and 30% Design based on the Project Management Plan.

Task 5: 60% Design Deliverable

Engineer shall:

1. Coordinate with stakeholders and other entities as needed for the proposed water line improvements;
2. Prepare 60% design drawings including the following:
 - a. General sheets including cover, notes, index and site layout,
 - b. 15 Plan and Profile sheets,
 - c. Civil Details (up to 4 sheets), and
 - d. Traffic control phasing and details;
3. Prepare technical specifications;
4. Prepare an AACE Class 3 construction cost opinion;
5. Conduct QA/QC of 60% Design based on the Project Management Plan; and
6. Submit draft 60% Design documents to City and facilitate 60% Design Review Workshop with City.

Task 6: 90% Design Deliverable

Engineer shall:

1. Coordinate with stakeholders and other entities as needed for the proposed water line improvements;
2. Prepare 90% design drawings;
3. Incorporate or resolve comments from the 60% Design Review Workshop;
4. Prepare a Project Manual with requisite technical specifications, front ends, draft bid item description narrative, and bid item schedule;
5. Utilize the City's Front-End documents in preparation of the construction package;
6. Prepare an AACE Class 3 construction cost opinion;
7. Conduct QA/QC of 90% Design based on the Project Management Plan;
8. Facilitate 90% Design Review Workshop with City; and
9. Submit 90% Design documents to City, HCFCD, TXDOT, GCCDD, and to TCEQ for Plan Review.

Task 7: 100% Design Deliverable

Engineer shall:

1. Coordinate with stakeholders and other entities as needed for the proposed water line improvements;
2. Prepare 100% design drawings;
3. Incorporate or resolve comments from the 90% Design Review Workshop;
4. Finalize Project Manual and Special Conditions as appropriate;
5. Utilize the City's Front-End documents in preparation of the final construction package;
6. Prepare final construction cost estimate - AACE Class 2;
7. Conduct QA/QC of 100% Design based on the Project Management Plan; and
8. Complete regulatory and permitting requirements needed for construction.

Task 8: Bidding Phase Services

Engineer shall:

1. Provide bidding assistance, including, but not limited to, the following:
 - a. Prepare and submit advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs outside of this contract;
 - b. Disperse construction contract documents to prospective bidders;

- c. Support the contract documents by preparing addenda, as appropriate to clarify, correct, or change the bidding documents;
2. Participate in pre-bid meeting(s);
3. Prepare bid tabulation;
4. Evaluate bids and bidders' qualifications and submit recommendation to City;
5. Attend the Council meeting for award of the contract for the Project.
6. Assist in connection with bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services;
7. Assemble contract documents; and
8. Prepare conformed plans and specifications.

Task 9: Construction Phase Services

In performing construction phase services, Engineer will endeavor to protect the City against defects and deficiencies in the work of the Contractor(s); but Engineer cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Engineer observes that the Contractor's work does not comply with the construction contract documents, Engineer will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Engineer will notify the City immediately, so that appropriate action under the City's contract with the Contractor can be taken.

Engineer shall:

1. Issue a Notice to Proceed letter to the Contractor;
2. Attend Pre-Construction Meeting(s);
3. Attend a construction kick-off meeting(s) and monthly progress/coordination meetings with the City/ Contractor;
4. Make visits to the Site at intervals appropriate to the various stages of construction, appropriate to verify Contractor's payment requests, and as Engineer and/or City deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this contract and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer will determine if Contractor's work is proceeding in accordance with the contract documents, and Engineer shall keep City informed of the progress of the Work;
 - a. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will substantially conform to the contract documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor.
 - b. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work.

Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.

5. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is substantially in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the contract documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Contract and the contract documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid;
6. Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that substantially conforms to the contract documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents;
7. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the contract documents, either directly or implied for a complete and workable

system, Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the contract documents;

8. Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents;
9. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents;
10. Receive and review maintenance and operating instructions, schedules, and guarantees as prepared by the Contractor in accordance with the contract documents. Engineer will compile this information as provided by Contractor, and deliver copies of the same to City;
11. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment.; and
12. Participate in substantial completion and final completion project inspections, prepare punch list(s), review final project closing documents, and submit final pay request along with a notice of acceptability of work in which Engineer asserts that to the best of Engineer's knowledge, information and belief and upon the exercise of Engineer's due diligence, the Work is acceptable and is in compliance with the contract documents.

B. Project 14 - New GST and Pump Improvements at SWP 1

Task 10: Project Administration

Engineer shall:

1. Attend one kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule;
2. Prepare and facilitate monthly progress meetings during the Design phase with the City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance;
3. Prepare meeting summary (meeting minutes) and distribute to participants;
4. Prepare a Project Management Plan (PMP) and Quality Control/Assurance Plan in compliance with Garver project execution standards. These plans will be available to share with the City; and
5. Prepare and provide monthly progress/status reports with updated schedule sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 11: Data Collection and Field Investigation

Engineer shall:

1. Conduct a site visit of the planned water plant improvements;
2. Engage a subconsultant to provide a survey, which survey shall:
 - a. Establish survey controls, and
 - b. Provide topographic site survey at Water Plant No. 1;
3. Engage a subconsultant to provide geotechnical investigation to support construction of GST.

Task 12: Preliminary Engineering

Engineer shall:

1. Document and submit a Draft Technical Memorandum (TM) in electronic format (PDF).

The TM is intended to use data collection from Water System Improvements Report and recommendations. A preliminary site layout for the GST, yard piping and pump replacement improvements will be included as part of the TM. The following items will be included in the TM as applicable:

- a. Pumping system replacements,
 - b. A list of technical specifications, and
 - c. An AACE Class 4 construction cost estimate;
2. Incorporate comments from City Draft TM to City.
 3. Conduct QA/QC of TM based on the Project Management Plan.

Task 13: 60% Design Deliverable

Engineer shall:

1. Prepare 60% design drawings including the following:
 - a. General sheets including cover, notes, index and site layout,
 - b. GST,
 - c. Yard Piping, and
 - d. Pump replacement and details;
2. Prepare technical specifications;
3. Prepare an AACE Class 3 construction cost opinion;
4. Conduct QA/QC of 60% Design based on the Project Management Plan; and
5. Submit draft 60% Design documents to City and facilitate 60% Design Review Workshop with City.

Task 14: 90% Design Deliverable

Engineer shall:

1. Prepare 90% design drawings;
2. Incorporate or resolve comments from the 60% Design Review Workshop;
3. Prepare a Project Manual with requisite technical specifications, front ends, draft bid item description narrative, and bid item schedule;
4. Utilize the City's Front-End documents in preparation of the construction package.
5. Prepare an AACE Class 3 construction cost opinion;
6. Conduct QA/QC of 90% Design based on the Project Management Plan;
7. Facilitate 90% Design Review Workshop with City; and
8. Submit 90% Design documents to City and TCEQ for Plan Review.

Task 15: 100% Design Deliverable

Engineer shall:

1. Prepare 100% design drawings;
2. Incorporate or resolve comments from the 90% Design Review Workshop;
3. Finalize Project Manual and Special Conditions as appropriate;
4. Utilize the City's Front-End documents in preparation of the final construction package;
5. Prepare final construction cost estimate - AACE Class 2;
6. Engineer to conduct QA/QC of 100% Design based on the Project Management Plan; and
7. Complete regulatory and permitting requirements needed for construction.

Task 16: Bidding Phase Services

Engineer shall:

1. Provide bidding assistance, including, but not limited to, the following:
 - a. Prepare and submit advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs outside of this contract;
 - b. Disperse construction contract documents to prospective bidders; and
 - c. Support the contract documents by preparing addenda, as appropriate to clarify,

- correct, or change the bidding documents;
2. Participate in pre-bid meeting(s);
3. Prepare bid tabulation;
4. Evaluate bids and bidders' qualifications and submit recommendation to City;
5. Attend the Council meeting for award of the contract for the Project.
6. Assist in connection with bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services;
7. Assemble contract documents; and
8. Prepare conformed plans and specifications.

Task 17: Construction Phase Services

In performing construction phase services, Engineer will endeavor to protect the City against defects and deficiencies in the work of the Contractor(s); but Engineer cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Engineer observes that the Contractor's work does not comply with the construction contract documents, Engineer will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Engineer will notify the City immediately, so that appropriate action under the City's contract with the Contractor can be taken.

Engineer shall:

1. Issue a Notice to Proceed letter to the Contractor;
2. Attend Pre-Construction Meeting(s);
3. Attend a construction kick-off meeting(s) and monthly progress/coordination meetings with the City/Contractor;
4. Make visits to the Site at intervals appropriate to the various stages of construction, appropriate to verify Contractor's payment requests, and as Engineer and/or City deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this contract and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer will determine if Contractor's work is proceeding in accordance with the contract documents, and Engineer shall keep City informed of the progress of the Work;
 - a. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will substantially conform to the contract documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor.
 - b. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes

responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.

5. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is substantially in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the contract documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Contract and the contract documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid;
6. Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that substantially conforms to the contract documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents;
7. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the contract documents, either directly or implied for a complete and workable system, Engineer shall be entitled to rely upon such submittal or implied certification to

- establish that the materials, systems, or equipment will meet the performance criteria required by the contract documents;
8. Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents;
 9. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents;
 10. Receive and review maintenance and operating instructions, schedules, and guarantees as prepared by the Contractor in accordance with the contract documents. Engineer will compile this information as provided by Contractor, and deliver copies of the same to City;
 11. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment; and
 12. Participate in substantial completion and final completion project inspections, prepare punch list(s), review final project closing documents, and submit final pay request along with a notice of acceptability of work in which Engineer asserts that to the best of Engineer's knowledge, information and belief and upon the exercise of Engineer's due diligence, the Work is acceptable and is in compliance with the contract documents.

SUMMARY OF PROJECT DELIVERABLES

The following will be submitted to the City, or others as indicated, by Garver:

Project 1 – Clear Creek Crossing

1. Two copies of 24x36 sets and an electronic copy (pdf) of preliminary design plans.
2. Electronic copy (pdf) of the 60% drawings and specifications with OPCC.
3. Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
4. Electronic copy (pdf) of the 100% Design submittal specifications with OPCC.
5. Electronic copy (pdf) and two bound hard copies of the Final Plans (24" x 36") and Specifications to the Contractor.
6. Two hard copies of executed contract documents
7. Electronic copy (pdf) of approved shop drawings/submittals from the Contractor.
8. Electronic files as requested

Project 14 – New GST and Pump Improvements at SWP 1

1. Two copies of 24x36 sets and an electronic copy (pdf) of preliminary design plans.
2. Electronic copy (pdf) of the 60% drawings and specifications with OPCC.
3. Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
4. Electronic copy (pdf) of the 100% Design submittal specifications with OPCC.
5. Electronic copy (pdf) and two bound hard copies of the Final Plans (24" x 36") and Specifications to the Contractor.
6. Two hard copies of executed contract documents
7. Electronic copy (pdf) of approved shop drawings/submittals from the Contractor.
8. Electronic files as requested

ADDITIONAL 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. The Engineer will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

SCHEDULES

Project 1 – Clear Creek Crossing

Engineer shall begin work under this Contract within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kickoff Meeting	14 calendar days from Notice to Proceed
Deliver DRAFT PER City	60 calendar days from receipt of final data from
DRAFT PER Workshop	14 calendar days after delivery of DRAFT PER
Deliver FINAL PER	30 calendar days after receipt of City comments from DRAFT PER Workshop
Deliver 60% Design Documents	60 calendar days from receipt of Topographic Survey, Environmental Site Assessment, and Draft Geotechnical Report
60% Design Workshop	14 days after delivery of 60% Design Documents
Deliver 90% Design Documents	60 calendar days from 60% Design Workshop
90% Design Workshop	14 calendar days after delivery of 90% Design Construction Documents
Submit Bid-Ready Design Documents and Permitting	45 calendar days from 90% Design Workshop

*Note: for planning purposes, 14 calendar days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.

Project 14 – New GST and Pump Improvements at SWP 1

Engineer shall begin work under this Contract within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kickoff Meeting	14 calendar days from Notice to Proceed
Deliver DRAFT TM	60 calendar days from receipt of final data from Kickoff Meeting
Deliver FINAL TM	30 calendar days after receipt of City comments from DRAFT TM
Deliver 60% Design Documents	60 calendar days from receipt of Topographic Survey and Draft Geotechnical Report
60% Design Workshop	14 calendar days after delivery of 60% Design Documents
Deliver 90% Design Documents	45 calendar days from 60% Design Workshop
90% Design Workshop	14 calendar days after delivery of 90% Design Construction Documents
Submit Bid-Ready Design Documents and Permitting	30 calendar days from 90% Design Workshop

*Note: for planning purposes, 14 calendar days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.

Exhibit "B-2"
FEE SUMMARY

BASIC SERVICES SECTION		FEES
PROJECT 1 – Clear Creek Crossing		
TASK 1: Project Administration	\$	16,716.00
TASK 2: Data Collection and Field Investigation	\$	258,182.40
TASK 3: Permitting	\$	18,128.00
TASK 4: Preliminary Engineering and 30% Design	\$	133,888.00
TASK 5: 60% Design Deliverable	\$	140,520.00
TASK 6: 90% Design Deliverable	\$	95,402.00
TASK 7: 100% Design Deliverable	\$	67,072.00
TASK 8: Bid Phase Services	\$	25,092.00
TASK 9: Construction Phase Services	\$	84,959.00
PROJECT 14 - New GST and Pump Improvements at SWP 1		
TASK 10: Project Administration	\$	10,392.00
TASK 11: Data Collection and Field Investigation	\$	39,118.00
TASK 12: Preliminary Engineering	\$	39,330.00
TASK 13: 60% Design Deliverable	\$	66,462.00
TASK 14: 90% Design Deliverable	\$	54,100.00
TASK 15: 100% Design Deliverable	\$	34,632.00
TASK 16: Bid Phase Services	\$	15,624.00
TASK 17: Construction Phase Services	\$	56,191.00
TOTAL FOR BASIC SERVICES		\$ 1,155,808.40

Exhibit "C"

FEDERAL REQUIREMENTS

The following contract clauses are included in this Contract, 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.

CONTENTS

1. Access to Records
2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Agreement
4. Clean Air Act & Federal Water Pollution Control Act
5. Federal Water Pollution Control Act
6. Compliance with Federal Law, Regulations, and Executive Orders
7. Contract Work Hours and Safety Standards Act
8. Debarment and Suspension
9. Department of Homeland Security Seal, Logo, and Flags
10. Domestic Preferences for Procurement
11. Energy Efficiency
12. Hold Harmless Agreement
13. Copyright and Data Rights
14. No Obligation by Federal Government
15. Potential Conflicts of Interest
16. Procurement of Recovered Materials
17. Program Fraud and False or Fraudulent Statements or Related Acts
18. Prohibition of Contracting for Covered Telecommunications Equipment or Services
19. Termination for Cause & Convenience
20. Whistleblower Protection Act
21. Equal Employment Opportunity
22. Davis-Bacon and Copeland Anti-Kickback Act
23. Rights to Inventions made under a Contract or Agreement
24. Additional FEMA Requirements
25. Certification of Contracts, Grants, Loans and Cooperative Agreements

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018) The following access to records requirements apply to this Contract:
 - 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, Garver, LLC, 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

Daniel N. Olson, PE Vice President
Name and Title of Contractor's Authorized
Official

12/29/2022
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: January 9, 2023

Date submitted: 12/06/2022

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 III" 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 third 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 III 2022–2023.

ATTACHMENTS

1. Ordinance - Budget Amendment No. III
2. FY23 BA III Exhibit A 01-09-2023 v2
3. FY23 BA III Exhibit B 01-09-2023 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 III" 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 III" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment III 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 9th day of January, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2022 – 2023
Budget Amendment III
January 9, 2023**

1. **Unencumbered Capital, \$69,803.** Re-appropriate funds budgeted for capital expenditures in fiscal year 2021-22; but not expensed at fiscal year-end September 30, 2022. Goods and services will be received and expensed in fiscal year 2022-23. Section 8.06 of the City Charter allows for funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.
2. **Forest Bend Detention Pond – Construction Pay Application #3 & #4, \$351,659.** Appropriate advanced funding for Jerdon Enterprise Pay Application #3 and #4 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. **Public Safety Building Expansion & Renovation – Expenditures in excess of Bond Funds, \$33,101.** Appropriate funds for cost overruns on the Public Safety Building Expansion and Renovation. Deferred maintenance items and high levels of construction inflation have led to the need for additional funding to complete the Public Safety Building Expansion project. This appropriation will cover a Rooftop Air Handling Unit Design change order, the relocation of a steel support beam, and additional funding for the Audio/Video connections in the Emergency Operations Center and Police Department Training Room. Funding source will be unassigned general fund balance.
4. **City Secretary's Office – Scholarship for Renee Kross, \$325.** Appropriate scholarship received by Renee Kross from Texas Municipal Clerks Association (TMCA) for registration fees. Funding will be appropriated to the City Secretary's training account to reimburse the expenditure.
5. **Blackhawk Public Works, Engineering & Parks Facility Renovation – \$5,066,380.** Appropriate various funding sources for contract awarded at the December 5, 2022 Council Meeting to renovate the Blackhawk Facility. Deferred maintenance items, project scope expansion, and high levels of construction inflation have led to the need for additional funding to complete the Blackhawk Facility project. Funding sources will be: \$518,972 (currently a planned use) from General Fund, \$535,337 from Water Sewer Working Capital (reimbursable by DAC funds), \$2,279,871 from 2018 Water Sewer Bond Construction Fund, and \$1,732,200 remaining in 2020 General Obligation Bonds.
6. **Police Investigation Fund, Evidence Storage Locker - \$70,208.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. The police department needs to increase the capacity for physical evidence storage at the PSB. The Spacesaver high-capacity evidence storage solution from Southwest Solutions will double storage capabilities in the evidence room. The current system, which utilizes traditional tier shelving racks, allows for a maximum capacity of 156 evidence tubs. The new high density storage shelving system will increase the capacity to 360 tubs and provide an evidence processing area with a laminate top, drawer, and storage for supplies. Additionally, storage will be added to the weapons evidence room. The new sliding unit proposed by Southwest Solutions will provide storage for approximately 80-120 long guns (current estimate is 40-50 long guns) and 320-boxed handguns (current estimate is 150). The funding source will be Police Investigation Federal unassigned fund balance.

7. **Police Department - Vehicle Insurance Reimbursement, \$17,548.** Appropriate insurance reimbursements received from Texas Municipal League Intergovernmental Risk Pool. The emergency response vehicles were damaged in the line of duty and require repairs to be placed back in service. Funding will be appropriated to the Police Department Patrol division vehicle maintenance account for repairs made to units P427 and P430.
8. **Parks & Recreation – Donation for Plaque, \$100.** Appropriate donation received from the Steinke family. The donation will go towards the purchase of a plaque in honor of Loretta Murphy. Funds will be appropriated to the Parks and Recreation Department's, Parks division, operating supplies budget.
9. **Centennial Park Concrete Wall - Lakes of Falcon Ridge Reimbursement, \$208,094.** The City and the Lakes of Falcon Ridge HOA have a Partnership Agreement in which each entity agrees to share the cost equally. The cost-share portion of the Partnership Agreement was received in-full from the Lakes of Falcon Ridge HOA. Funding will reimburse general fund balance.
10. **Lift Station Mitigation- Package #2 (Hurricane Harvey), \$1,882,469.** Appropriate various funding sources for lift station repairs. The city received funds from TML-IRP to make repairs to lift stations #5, #13, #24, and #25 due to damages caused by Hurricane Harvey. The funding sources will be funds received in 2018 and 2019 from TML-IRP currently held in Water Sewer Working Capital, supplemental funding from Water Sewer Working Capital, and 2018 Water Sewer Bond Construction Funds.

City of Friendswood					
January 9, 2023					
2022-2023 Budget Amendment III - Exhibit B					
BA Number	Account Number	Project Number	Vendor	Description	Amount
1	001-0000-30300			Prior Year Unencumbered Capital - General Fund	(56,303)
1	001-0716-419.7720		Laserfiche Software Implementation Contingency		15,843
1	001-0716-419.7720		Cityworks Software Implementation		35,460
1	001-2101-421.8800		ICS Project Contingency (partial)		5,000
1	175-0000-30300			Prior Year Unencumbered Capital - Economic Development Fund	(13,500)
1	175-0303-419.7800		Design Services Stevenson Park		13,500
2	001-10199		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #3 for construction of Forest Bend Detention Pond		(273,536)
2	001-14028		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #3 for construction of Forest Bend Detention Pond		273,536
2	123-26010		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #3 for construction of Forest Bend Detention Pond		(273,536)
2	123-10199		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #3 for construction of Forest Bend Detention Pond		273,536
2	001-10199		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #4 for construction of Forest Bend Detention Pond		(78,123)
2	001-14028		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #4 for construction of Forest Bend Detention Pond		78,123
2	123-26010		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #4 for construction of Forest Bend Detention Pond		(78,123)
2	123-10199		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #4 for construction of Forest Bend Detention Pond		78,123
3	001-0000-30500		Appropriate unassigned General Fund balance for change orders and additional construction costs for the Public Safety Building Expansion		(33,101)
3	001-7001-421.8140		Appropriate unassigned fund balance for Change Order #1 Rooftop Air Handling Unit Design		19,000
3	001-7001-419.8600		Appropriate unassigned fund balance for scope change to Audio/Video package that will connect Emergency Operations Center to Police Training Room		2,009
3	001-7001-421.8140		Appropriate unassigned fund balance for unforeseen relocation of steel beam in PD Training Room; total cost split between PGAL, Core, COF 50/25/25		8,092
3	001-2510-422.5800		Appropriate unassigned fund balance for actual costs exceeding estimate on Audio/Video package for the Emergency Operations Center		4,000
4	001-0000-38000		Appropriate scholarship received by Renee Kross for reimbursement of TCMA registration fees		(325)
4	001-0201-411.7510		Appropriate scholarship received by Renee Kross for reimbursement of TCMA registration fees		325
5	001-0000-30500		Convert planned use of General Fund balance for the renovation of the Blackhawk Public Works, Engineering, & Parks facility		(518,972)
5	001-7001-419.8120		Convert planned use of fund balance to actual use of fund balance for contract to renovate the Blackhawk Public Works, Engineering & Parks facility		518,972
5	401-0000-30600		Appropriate Water & Sewer Working Capital for a generator needed to support the Blackhawk PW, ENG & Parks facility; potential reimburse by DAC		(535,337)
5	401-7001-419.8120		Appropriate Water & Sewer Working Capital for a generator needed to support the Blackhawk PW, ENG & Parks facility; potential reimburse by DAC		535,337
5	421-0000-30600		Appropriate 2018 Water Sewer Bond Construction Funds for the renovation of the Blackhawk Public Works, Engineering & Parks facility		(2,279,871)
5	421-7001-419.8120		Appropriate 2018 Water Sewer Bond Construction Funds for the renovation of the Blackhawk Public Works, Engineering & Parks facility		2,279,871
5	256-0000-30100		2020 General Obligations Bonds for renovation of Blackhawk Public Works, Engineering & Parks facility (amount remaining from original issuance in 2020)		(1,732,200)
5	256-7001-419.8120		2020 General Obligations Bonds for renovation of Blackhawk Public Works, Engineering & Parks facility (amount remaining from original issuance in 2020)		1,732,200
6	101-0000-30100		Appropriate Federal Police Investigation Funds for the acquisition of an evidence storage locker system		(70,208)
6	101-2120-421.8800		Appropriate Federal Police Investigation Funds for the acquisition of an evidence storage locker system		70,208
7	001-0000-38310		Appropriate insurance proceeds from TML-IRP for repairs needed to P427, P429 and P430 in the Police Patrol Division		(17,548)
7	001-2120-421.6300	P427	Appropriate insurance proceeds from TML-IRP for repairs needed to P427 in the Police Patrol Division		10,706
7	001-2120-421.6300	P430	Appropriate insurance proceeds from TML-IRP for repairs needed to P430 in the Police Patrol Division		6,842
8	001-0000-38600		Appropriate donation received from the Steinke family for a plaque in honor of Loretta Murphy		(100)
8	001-6430-456.5400		Appropriate donation received from the Steinke family for a plaque in honor of Loretta Murphy		100
9	001-11441		Reimburse General Fund balance for contribution received from the Lakes of Falcon Ridge HOA for the Centennial Park Concrete Wall project		(208,094)
9	001-10199		Reimburse General Fund balance for contribution received from the Lakes of Falcon Ridge HOA for the Centennial Park Concrete Wall project		208,094
10			Appropriate several funding sources for Lift Station Mitigation Package #2 (Hurricane Harvey); LS#5, #13, #24, #25		
10	401-0000-30600		Appropriate insurance proceeds received in prior years from TML-IRP for Lift Station repairs after Hurricane Harvey		(222,593)
10	401-0000-30600		Appropriate Water Sewer Working Capital for costs exceeding Bond Construction funds		(130,419)
10	421-0000-30600		Appropriate 2018 Water Sewer Bond Construction funds for the repair and mitigation of Lift Stations #5, #13, #24, #25		(1,234,520)
10	421-7001-433.8552		Reallocate funding appropriated for Lift Station #23 that was unencumbered at the end of the project completion		(294,937)
10	401-7001-433.8552		Appropriate funding for repairs and mitigation on Lift Station Package 2: #5		353,012
10	421-7001-433.8552		Appropriate funding for repairs and mitigation on Lift Station Package 2: #13, #24, #25		1,529,457

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: January 9, 2023

Date submitted: 12/06/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance amending Chapter 2 "Civil Emergencies," Article I "In General," Section 22-1 "Definitions"; Article II "Emergency Management," Section 22-24 "Authority to participate in countywide emergency management plan," Section 22-25 "Emergency management director," Section 22-27 "Organization," Section 22-29 "Expenditure of public funds," and Section 22-30 "Oath of personnel assigned functions or responsibilities"; and Article III "Assistance to Counties and Other Cities," Section 22-58 "Authority of city officials to furnish assistance" and Section 22-59 "Rights and duties of officers" of the Friendswood City Code; and repealing Chapter 22 "Civil Emergencies," Article II "Emergency Management," Section 22-58 "Interlocal agreement adopted" of the Friendswood City Code; to update definitions, duties, authority and references for emergency management activities.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of a proposed ordinance, which amends Chapter 22 "Civil Emergencies" of the Friendswood City Code to update definitions, duties, authority and references for emergency management activities in conformance with state law and current practice. The following details the proposed changes:

Section	Title	Proposed Change
Article I. In General		
22-1	Definitions	This section has been amended: - to refine the definition of "emergency," to mirror the definition of a disaster in Tex. Gov't Code §418.004; - to delete the definition of "emergency vehicle" since it is not used elsewhere in the ordinance; and - to add the definition of "organized volunteer group" to mirror the definition in Tex. Gov't Code §418.004
Article II. Emergency Management		
22-24	Authority to participate in countywide emergency management plans	This section has been amended to reflect that the City is located in two counties.
22-25	Emergency management director	This section has been amended: - to reflect that the powers formerly enumerated are in addition to any others bestowed on the director pursuant to state or federal law; - to change the term "state of disaster" to "state of local disaster" in order to conform to state law;

		• to add the authority of the director to request the governor to proclaim a state of emergency pursuant to Tex. Gov't Code §433.001; • to remove the requirement that a local state of disaster be confirmed by the city council at its next meeting, as such is not a requirement of state law; and • to reflect that the City is located in two counties.
22-27	Organization	This section is updated to reference the National Incident Management System, which is the system that the City will use for the organization, titles and terminology in an emergency.
22-29	Expenditure of public funds	This section has been amended to recognize that during a declared disaster or state of emergency, the director may expend and commit funds if necessary to protect health, life or property.
22-30	Oath of certain personnel assigned functions or responsibilities	This section has been amended to more closely track state law concerning who is required to take an oath. Tex. Gov't Code §418.005
22-57	Interlocal agreement adopted	This section has been deleted, as it is not necessary to adopt a portion of state law.
Article III. Assistance to Counties and Other Cities		
22-58	Authority of city officials to furnish assistance	This section has been updated to use "disaster" rather than "civil emergency," as "disaster" is a defined term in this ordinance and is used throughout state law.
22-59	Rights and duties of officers	This section has been amended to update the reference the state law, to which agreements related to law enforcement officers are subject. Tex. Loc. Gov't Code §362.003.

The City Council approved the first reading of this proposed ordinance at the December 5, 2022, City Council Regular Meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Emergency Management

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "CIVIL EMERGENCIES," ARTICLE I "IN GENERAL," SECTION 22-1 "DEFINITIONS"; ARTICLE II "EMERGENCY MANAGEMENT," SECTION 22-24 "AUTHORITY TO PARTICIPATE IN COUNTYWIDE EMERGENCY MANAGEMENT PLAN," SECTION 22-25 "EMERGENCY MANAGEMENT DIRECTOR," SECTION 22-27 "ORGANIZATION," SECTION 22-29 "EXPENDITURE OF PUBLIC FUNDS," AND SECTION 22-30 "OATH OF PERSONNEL ASSIGNED FUNCTIONS OR RESPONSIBILITIES"; AND ARTICLE III "ASSISTANCE TO COUNTIES AND OTHER CITIES," SECTION 22-58 "AUTHORITY OF CITY OFFICIALS TO FURNISH ASSISTANCE," AND SECTION 22-59 "RIGHTS AND DUTIES OF OFFICERS" OF THE FRIENDSWOOD CITY CODE; REPEALING CHAPTER 22 "CIVIL EMERGENCIES," ARTICLE II "EMERGENCY MANAGEMENT," SECTION 22-58 "INTERLOCAL AGREEMENT ADOPTED" OF THE FRIENDSWOOD CITY CODE; TO UPDATE DEFINITIONS, DUTIES, AUTHORITY AND REFERENCES FOR EMERGENCY MANAGEMENT ACTIVITIES; 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 "Civil Emergencies," Article I "In General," Section 22-1 "Definitions" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE I. IN GENERAL

Sec. 22-1. Definitions.

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

Authorized person means a person directed or commissioned by any official or body of officials to act in a given capacity.

Emergency means an event or condition that is a disaster as defined in V.T.C.A., Government Code §418.004.

Organized volunteer group means an organization such as the American National Red Cross, the Salvation Army, the Civil Air Patrol, the Radio Amateur Civil Emergency Services, a volunteer fire department, a volunteer rescue squad, or other similar organization recognized by federal or state statute, regulation, or memorandum.

Unauthorized person means any person, who is not an authorized person as defined in this section.

Section 2. That Chapter 2 "Civil Emergencies," Article II "Emergency Management," Section 22-24 "Authority to participate in countywide emergency management plans" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE II. EMERGENCY MANAGEMENT

Sec. 22-24. Authority to participate in countywide emergency management plans.

The mayor is hereby authorized to join with the county judges and the mayors of the other cities in each county in which the city is located in the formation of an emergency management council for each county and shall have the authority to cooperate in the preparation of a joint emergency management plans and in the appointment of a joint emergency management coordinators, as well as all powers necessary to participate in a countywide programs of emergency management insofar as such programs may affect the city.

Section 3. That Chapter 2 "Civil Emergencies," Article II "Emergency Management," Section 22-24 "Authority to participate in countywide emergency management plans," Subsections (c) "Powers and duties generally" and (d) "Duties and responsibilities enumerated" of the Friendswood City Code are hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE II. EMERGENCY MANAGEMENT

Sec. 22-25. Emergency management director.

- (c) *Powers and duties generally.* The emergency management director may exercise those powers granted under state and federal law. Such powers shall include an ongoing survey of actual or potential major hazards which threaten life and property within the city, and an ongoing program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur. As part of his responsibility in hazard mitigation, the director shall supervise the development of an emergency management plan for the city and shall recommend that plan for adoption by the city council along with any and all mutual aid

plans and agreements which are deemed essential for the implementation of such emergency plan. The powers of the director shall include the authority to declare a state of local disaster and the authority to request the governor proclaim a state of emergency. The duties of the director shall also include the causing of a survey of the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided for in this article, as well as a continuing study of the need for amendments and improvements in the emergency management plan.

- (d) *Duties and responsibilities enumerated.* The duties and responsibilities of the emergency management director shall include the following:
- (1) The direction and control of the actual disaster operations of the city emergency management organizations as well as the training of emergency management personnel;
 - (2) The determination of all questions of authority and responsibility that may arise within the emergency management organization of the city;
 - (3) The maintenance of necessary liaison with other municipal, county, district, state, regional, federal or other emergency management organizations;
 - (4) The marshaling, after declaration of a disaster as provided for in subsection (c) of this section, of all necessary personnel, equipment or supplies from any department of the city to aid in the carrying out of the provisions of the emergency management plan;
 - (5) The issuance of all necessary proclamations as to the existence of a disaster and immediate operational effectiveness of the city emergency management plan;
 - (6) The issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the city. Such rules and regulations shall be filed in the office of the city secretary and shall receive widespread publicity unless publicity would be of aid and comfort to the enemy;
 - (7) The supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with each county in which the city is located and with other municipalities within each such county for the countywide coordination of emergency management efforts;
 - (8) The supervision of and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving emergency management within the city; and

- (9) The authorizing of agreements, after approval by the city attorney, for use of private property for public shelter and other purposes

Section 4. That Chapter 2 "Civil Emergencies," Article II "Emergency Management," Section 22-27 "Organization" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE II. EMERGENCY MANAGEMENT

Sec. 22-27. Organization.

The operational emergency management organization of the city shall consist of the officers and employees of the city so designated by the emergency management director in the emergency management plan, as well as all organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan. Such plan shall set forth the form of the organization; establish and designate divisions and functions; assign tasks, duties and powers; and designate officers and employees to carry out the provisions of this article. Insofar as possible, the form of organization, titles and terminology shall conform to the national incident management system.

Section 5. That Chapter 2 "Civil Emergencies," Article II "Emergency Management," Section 22-29 "Expenditure of public funds" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE II. EMERGENCY MANAGEMENT

Sec. 22-29. Expenditure of public funds.

No person shall have the right to expend any public funds of the city in carrying out any emergency management activity authorized by this article without prior approval by the city council nor shall any person have any right to bind the city by contract, agreement or otherwise without prior and specific approval of the city council; provided, however, during a declared disaster or state of emergency, the emergency management director may expend and/or commit public funds of the city when deemed prudent and necessary for the protection of health, life or property.

Section 6. That Chapter 2 "Civil Emergencies," Article II "Emergency Management," Section 22-30 "Oath of personnel assigned functions or responsibilities" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE II. EMERGENCY MANAGEMENT

Sec. 22-30. Oath of certain personnel assigned functions or responsibilities.

Each employee or any individual, who has management or supervisory responsibilities and who is assigned a function or responsibility under this article, shall solemnly swear or affirm to support and defend the Constitution of the United States, laws of the state and the ordinances of the city.

Section 7. That Chapter 2 "Civil Emergencies," Article II "Emergency Management," Section 22-58 "Interlocal agreement adopted" of the Friendswood City Code is hereby repealed in its entirety.

Section 8. That Chapter 2 "Civil Emergencies," Article III "Assistance to Counties and Other Cities," Section 22-58 "Authority of city officials to furnish assistance" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE III. ASSISTANCE TO COUNTIES AND OTHER CITIES

Sec. 22-58. Authority of city officials to furnish assistance.

The city, acting by and through its mayor, mayor pro tem or, in their absence or inability to act, the city manager, may send or direct any of its regularly employed law enforcement officers to assist any county or other municipality, when a request is received for assistance from the mayor or other officer authorized to declare a state of disaster in such other municipality or county, representing that there exists in such county or other municipality a need for additional law enforcement officers to protect the health, life and property of such county or other municipality and its inhabitants, and the visitors thereof, by reason of riot, unlawful assembly characterized by the use of force and violence, or threat by three or more persons acting together or without lawful authority, or during a time of natural or manmade calamity.

Section 9. That Chapter 2 "Civil Emergencies," Article "Assistance to Counties and Other Cities," Section 22-59 "Rights and duties of officers" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 22. CIVIL EMERGENCIES

ARTICLE III. ASSISTANCE TO COUNTIES AND OTHER CITIES

Sec. 22-59. Rights and duties of officers.

When law enforcement officers of the city are sent to another municipality or a county, they shall be in all things subject to V.T.C.A., Local Government Code §362.003. Such officer shall be considered a peace officer of the county or other municipality under the command of the law enforcement officer therein who is in charge in that municipality or county and, as provided by such state law, shall be vested with all the powers of a regular law enforcement officer in the county or other municipality. Such law enforcement officers of the city shall be considered under the terms of such state law and shall be entitled to the same wage, salary, pension and all other compensations while performing police duties outside of the territorial limits of the city as though the same services were being rendered in the city. The city shall pay to the officers such wages, salary, pension and other benefits, together with medical, travel, food, lodging and other expenses incurred on account of performing services outside of the territorial limits of the city, and the city shall be reimbursed by the county or other municipality requesting the services out of which such payments and expenses arose, as is provided by state law.

Section 9. 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 10. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 11. 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 12. 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 13. 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 5th day of December, 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 9th day of January, 2023.

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: January 9, 2023

Date submitted: 12/06/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the Lease Agreement with the Friendswood Community Church, d/b/a the Harbor, to extend the agreement for a six-month period.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City and the Friendswood Community Church, d/b/a the Harbor, entered into a Lease Agreement (the "Agreement") on January 10, 2022, to lease property located at 1710 Lundy Lane, Friendswood, Texas, for temporary fire station operations. The Agreement commenced on February 1, 2022 and expires February 1, 2023. However, the project completion timeline for Fire Station #2 has been pushed a few months due to supply chain issues. As such, the lease needs to be extended. This First Amendment extends the Agreement for an additional six months under the same terms and conditions. If approved, the new expiration date of the Agreement will be July 31, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. The Harbor - Lease Agreement Amendment No. 1

**FIRST AMENDMENT
TO THE
LEASE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to that certain " Lease" (the "Agreement") between City of Friendswood (the "City") whose address is 910 S. Friendswood Drive, Friendswood, TX 77546, and Friendswood Community Church, d/b/a The Harbor ("The Harbor") whose address is 2821 W. Parkwood Ave., Friendswood, TX 77546-8931, is made by and between the same parties on the date hereinafter last specified.

WITNESSETH:

WHEREAS, The Harbor and the City executed the Agreement for the City to lease property located at 1710 Lundy Lane, Friendswood, Texas, for a twelve-month period commencing on February 1, 2022, for temporary fire station operations; and

WHEREAS, The Harbor and the City desire to extend the Agreement under the same terms and conditions for an additional six-month period, expiring on July 31, 2023;

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 "Term" and "Termination Date" specified in the "Basic Information" on Page 1 of the Agreement are hereby amended to read as follows:

Term (months): 18 months

Termination Date: July 31, 2023

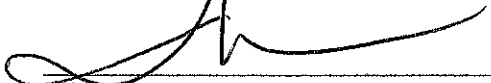
3. Miscellaneous Provisions.

- 3.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this First Amendment.
- 3.02. 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.
- 3.03 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.
- 3.04 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.

- 3.05 No Waiver. By this First Amendment, 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 First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this First Amendment or in the Agreement shall be construed in any way to limit or to waive the City's governmental immunity.

IN WITNESS WHEREOF, the parties hereto have executed this First 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, on this 7th day of December, 2023.

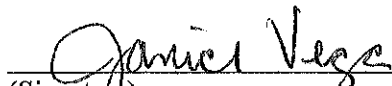
THE HARBOR Friendswood Community
Church, d/b/a The Harbor


(Signature)

DANA AARONSON
Printed Name

LEAD PASTOR/DIR OF BUSINESS
Title

ATTEST:


(Signature)

Janice Vega
Printed Name

Executive Assistant
Title

CITY: City of Friendswood

MORAD KABIRI, City Manager

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: January 9, 2023

Date submitted: 11/21/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General Election to be held on May 6, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, (the "County") for the City's General Election to be held on May 6, 2023, for the purpose of electing Councilmembers for Position Nos. 2 and 5. The terms of the contract will be similar to those of past contracts and will include the following:

The County will be responsible for:

- voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the Compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for:

- furnishing the County with a list of race titles in two languages (English and Spanish);
- furnishing the County with a list of candidate names;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election documents; and
- canvassing election results.

Based on last year's election costs, the City is estimating the cost of this election services contract to be in an amount not to exceed \$30,000 and will be paid out of the Municipal Clerk's, contracting services line item.

Approval of this item by the City Council will authorize not only the execution of a contract with Galveston County, but also expenditures of up to \$30,000 for the contracted election services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Local elections in compliance with state law.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 11/21/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General Election to be held on May 6, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General Election to be held on May 6, 2023, for the purpose of electing Councilmembers for Position Nos. 2 and 5. The terms of the agreement are similar to those of past agreements and will include the following:

The County will be responsible for:

- voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the Compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for:

- furnishing the County with a list of race titles in four languages (English, Spanish, Vietnamese and Chinese - traditional);
- furnishing the County with a list of candidate names;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election documents; and
- canvassing election results.

Based on last year's election costs, the City is estimating the cost of this election services contract to be in an amount not to exceed \$15,000 and will be paid out of the Municipal Clerk's contracting services line item of the budget.

Approval of this item by the City Council will authorize not only the execution of a joint election agreement with Galveston County but also expenditures of up to \$15,000 for the joint election.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Local elections in compliance with state law.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 12/28/2022

Prepared by: Renee Kross, Deputy City Secretary

Subject: Consider appointing Mr. Mark Crawford to the Friendswood Library Advisory Board to complete the unexpired three-year term left by Ms. Kathy Molinaro commencing immediately and ending on June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library Board is a nine (9) member advisory board, composed of qualified voters and residents of the City and appointed by at least four members of the City Council for staggered three-year terms commencing on July 1st. Its main duties are:

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.

This item allows Council to appoint Mr. Mark Crawford to complete the unexpired three-year term left by Ms. Kathy Molinaro who, at this time, is not able to attend the board meetings. If appointed, such term will commence immediately and will expire on June 30, 2025. Mr. Crawford has met all of the requirements of the Friendswood City Code and Council's Appointment Policy. Mr. Crawford's volunteer application is attached to this item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Crawford, Mark Volunteer Application

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: Friday, November 11, 2022 9:33:06 AM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood

910 S. Friendswood Drive, Friendswood, Texas 77546

www.friendswood.com

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 committee, board or commission and for the City Council to oversee appointments.

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	Mark
Volunteer Last Name	Crawford
Home Address	
City	Friendswood
State	TX
Zip Code	77546
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Retired Ordained Minister
Special Interests and Talents	Board Certified Hospital Chaplain
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	<i>Field not completed.</i>
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	Primary
Library Volunteer	Secondary
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	Daytime, Evening
Please use the space below for additional comments.	<i>Field not completed.</i>

(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	Male
How long have you been a Friendswood resident?	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)?	Doctor of Ministry, Board Certified Chaplain
Please list any civic or community endeavors in which you have been involved	Rotary International
Additional Information	<i>Field not completed.</i>
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	M T Crawford
Date	11/11/2022

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	<i>Field not completed.</i>
Dates of Service	<i>Field not completed.</i>

(Section Break)

Personal Reference #1: First Name and Last Name	The Rev. Bob Flick
Address	██████████
City	Friendswood
State	TX

Zip Code	77546
Phone	[REDACTED]
Email Address	[REDACTED]
(Section Break)	
Personal Reference #2: First Name and Last Name	Jim L beratore
Address	[REDACTED]
City	Pearland
State	TX
Zip Code	77581
Phone	[REDACTED]
Email Address	[REDACTED]

Email not displaying correctly? [View it in your browser.](#)

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: January 9, 2023

Date submitted: 11/29/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider accepting the Avalon at Friendswood Section Two Public Utilities Construction Project, and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of water, sanitary sewer, storm sewer, and paving, and appurtenances for Avalon at Friendswood Section Two has been completed. The improved lots are located in land that was formerly within the city limits of League City and was transferred to Friendswood.

City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications. The City will maintain the water and sanitary sewer mains while the other infrastructure remains private.

The City has received a one-year maintenance bond from the contractor, Harris Construction Company, LLC., to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This infrastructure will serve 67 new lots in the Avalon at Friendswood Subdivision.

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Avalon Section 2 Certificate of Substantial Completion



1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

Memorandum

To: Mr. Robert L. Skinner, Taylor Morrison of Texas

From: Robert T. Booth, PE *R.T.B.*

Date: October 26, 2022

Re: Engineer Certificate of Substantial Completion
Construction of the Water, Sanitary Sewer, and Drainage Facilities
And Paving and Appurtenances
To Serve Avalon at Friendswood Section Two
City of Friendswood, Galveston County, Texas
Job No. 0074-0420B & 0074-0420C (14.1)

Enclosed please find your copy of the Engineer's Certificate of Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.953.5289

RTB/vr

Enclosure

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Construction of the Water, Sanitary Sewer, and Drainage Facilities and Paving and Appurtenances to Serve Avalon at Friendswood Section Two

Owner of Project: Taylor Morrison of Texas

Address of Owner: 2929 Briarpark Drive, Suite 400, Houston, Texas 77042

Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, Sanitary Sewer, and Drainage Facilities and Paving and Appurtenances; LJA Job No. 0074-0420B & 0074-0420C, Harris Construction Company, LLC

Consulting Engineer LJA Engineering, Inc.

1904 W Grand Parkway N, Suite 100 Katy, Texas 77449

LJA Project Number: 0074-0420B & 0074-0420C (14.1)

Based on the testing Robert T. Booth, periodic observations during construction and the results from the final inspection on October 24, 2022, I certify to the best of my knowledge and belief that the facilities constructed as of the date of this document are substantially complete and can be utilized for their intended purpose. A final Engineer's Certificate of Completion and "Record Drawings" will be furnished upon final completion of this project.



(SEAL)

Robert T. Booth
(Signature)

Robert T. Booth, PE, Senior Project Manager
(Type Name, Title and Date Signed)

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: January 9, 2023

Date submitted: 12/06/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the Friendswood Trail Boulevard Extension Public Paving and Water Line Improvements Project at the completion of the contractor's one-year maintenance period and release of the maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of Friendswood Trail Boulevard Extension public paving and waterline improvements in December 2021. The maintenance bond has reached its obligation. This agenda item is to authorize the final acceptance of the Friendswood Trail Boulevard Extension public paving and waterline improvements and to formally release that bond.

City staff conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Triple B Services, LLP will have its bond released immediately upon final acceptance by the City Council.

RECOMMENDATIONS

Authorize the final acceptance of the Friendswood Trail Boulevard Extension Public Paving and Water Line Improvements and release the maintenance bond.

ATTACHMENTS

1. 00645 - Release of Bond

RELEASE OF BOND

Date: January 9, 2023

Project Name: Friendswood Trail Boulevard Extension Public Paving & Waterline Improvements

TO: Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on December 6, 2021, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Liberty Mutual Insurance Company, 2200 Renaissance Boulevard, Suite 400, King of Prussia, PA 19406, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

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: January 9, 2023

Date submitted: 12/06/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for November 2022.

Originating Department: City Manager

Degree of importance:

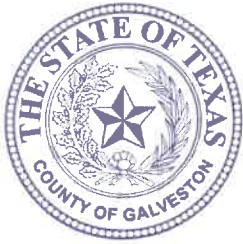
SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax Nov 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



December 6, 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 November, 2022 is true and correct.

Under my hand and seal this 6th day of December, 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
Bay Colony West MUD

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

12/01/2022 11:45:00 4145278
 TC298-D DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 11/01/2022 THRU 11/30/2022
 JURISDICTION: 0337 FRIENDWD CITY

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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2022	M & O	.388560	1,461,585.32	.00	.00	.00	1,461,585.32	.00	.00	.00	1,461,585.32
	I & S	.098754	371,467.34	.00	.00	.00	371,467.34	.00	.00	.00	371,467.34
	TOTAL	.487314	1,833,052.66	.00	.00	.00	1,833,052.66	.00	.00	.00	1,833,052.66
2021	M & O	.385147	407.01-	.00	1,178.47	.00	771.46	1,416.22	.00	.00	2,187.68
	I & S	.102167	107.95-	.00	312.60	.00	204.65	.00	.00	.00	204.65
	TOTAL	.487314	514.96-	.00	1,491.07	.00	976.11	1,416.22	.00	.00	2,392.33
2020	M & O	.392153	558.52-	.00	106.89	.00	451.63-	110.28	.00	.00	341.35-
	I & S	.095161	135.54-	.00	25.92	.00	109.62-	.00	.00	.00	109.62-
	TOTAL	.487314	694.06-	.00	132.81	.00	561.25-	110.28	.00	.00	450.97-
2019	M & O	.432160	432.08	.00	107.71	.00	539.79	51.91	.00	.00	591.70
	I & S	.089279	89.26	.00	22.25	.00	111.51	.00	.00	.00	111.51
	TOTAL	.521439	521.34	.00	129.96	.00	651.30	51.91	.00	.00	703.21
2018	M & O	.437173	386.36	.00	224.09	.00	610.45	148.68	.00	.00	759.13
	I & S	.095218	84.15	.00	48.81	.00	132.96	.00	.00	.00	132.96
	TOTAL	.532391	470.51	.00	272.90	.00	743.41	148.68	.00	.00	892.09
ALL	M & O		1,461,438.23	.00	1,617.16	.00	1,463,055.39	1,727.09	.00	.00	1,464,782.48
ALL	I & S		371,397.26	.00	409.58	.00	371,806.84	.00	.00	.00	371,806.84
ALL	TOTAL		1,832,835.49	.00	2,026.74	.00	1,834,862.23	1,727.09	.00	.00	1,836,589.32
DLQ	M & O		147.09-	.00	1,617.16	.00	1,470.07	1,727.09	.00	.00	3,197.16
DLQ	I & S		70.08-	.00	409.58	.00	339.50	.00	.00	.00	339.50
DLQ	TOTAL		217.17-	.00	2,026.74	.00	1,809.57	1,727.09	.00	.00	3,536.66
CURR	M & O		1,461,585.32	.00	.00	.00	1,461,585.32	.00	.00	.00	1,461,585.32
CURR	I & S		371,467.34	.00	.00	.00	371,467.34	.00	.00	.00	371,467.34
CURR	TOTAL		1,833,052.66	.00	.00	.00	1,833,052.66	.00	.00	.00	1,833,052.66

12/01/2022 11:42:17
TC298-M SELECTION: DEPOSIT

4145278

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 11/01/2022 THRU 11/30/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 62
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020	RF221114	168431	202012	0.00	0.00	0.00	0.00 20S1	172.08-	172.08-RF
2020	RF221114	168431	202012	172.08-	0.00	0.00	0.00 20S1	172.08	0.00 RF
2020	RF221114	168577	202101	586.68-	0.00	0.00	0.00 20S1	586.68	0.00 RF
2020	RF221114	168577	202101	0.00	0.00	0.00	0.00 20S1	586.68-	0.00 RF
2020	RF221114	203207	202012	121.82-	0.00	0.00	0.00 20S1	121.82	0.00 RF
2020	RF221114	203207	202012	0.00	0.00	0.00	0.00 20S1	121.82-	0.00 RF
2020	RF221114	424617	202101	740.72-	0.00	0.00	0.00 20S1	740.72	0.00 RF
2020	RF221114	424617	202101	0.00	0.00	0.00	0.00 20S1	740.72-	0.00 RF
2020 TOTAL				1,621.30-	0.00	0.00	0.00	0.00	1,621.30-
2021	RF221117	1055740000053	202111	601.42-	0.00	0.00	0.00 HK15	601.42	0.00 RF
2021	RF221117	1055740000053	202111	0.00	0.00	0.00	0.00 HK15	601.42-	0.00 RF
2021	RF221117	1057880000010	202112	188.56-	0.00	0.00	0.00 HK15	188.56	0.00 RF
2021	RF221117	1057880000010	202112	0.00	0.00	0.00	0.00 HK15	188.56-	0.00 RF
2021	RF221114	168431	202112	0.00	0.00	0.00	0.00 21S0	310.41-	0.00 RF
2021	RF221114	168431	202112	310.41-	0.00	0.00	0.00 21S0	310.41	0.00 RF
2021	RF221114	168577	202201	614.29-	0.00	0.00	0.00 21S0	614.29	0.00 RF
2021	RF221114	168577	202201	0.00	0.00	0.00	0.00 21S0	614.29-	0.00 RF
2021	RF221122	200283	202112	682.24-	0.00	0.00	0.00 CERT	682.24-	0.00 RF
2021	RF221122	200283	202112	0.00	0.00	0.00	0.00 CERT	682.24	0.00 RF
2021	RF221122	200284	202112	1,827.43-	0.00	0.00	0.00 CERT	1,827.43	0.00 RF
2021	RF221122	200284	202112	0.00	0.00	0.00	0.00 CERT	1,827.43-	0.00 RF
2021	RF221122	200287	202112	1,145.19-	0.00	0.00	0.00 CERT	1,145.19	0.00 RF
2021	RF221122	200287	202112	0.00	0.00	0.00	0.00 CERT	1,145.19-	0.00 RF
2021	RF221122	200901	202112	1,399.53-	0.00	0.00	0.00 21S0	1,399.53	0.00 RF
2021	RF221122	200901	202112	0.00	0.00	0.00	0.00 21S0	1,399.53-	0.00 RF
2021	RF221114	202569	202202	121.83-	0.00	8.53-	0.00 21S0	130.36	0.00 RF
2021	RF221114	202569	202202	0.00	0.00	0.00	0.00 21S0	130.36-	0.00 RF
2021	RF221114	203207	202112	0.00	0.00	0.00	0.00 21S0	121.83-	0.00 RF
2021	RF221114	203207	202112	121.83-	0.00	0.00	0.00 21S0	121.83	0.00 RF
2021	RF221122	371025	202201	974.63-	0.00	0.00	0.00 CERT	974.63	0.00 RF
2021	RF221122	371025	202201	0.00	0.00	0.00	0.00 CERT	974.63-	0.00 RF
2021	RF221114	424617	202201	767.32-	0.00	0.00	0.00 21S0	767.32	0.00 RF
2021	RF221114	424617	202201	0.00	0.00	0.00	0.00 21S0	767.32-	0.00 RF
2021 TOTAL				8,754.68-	0.00	8.53-	0.00	0.00	8,763.21-
2022	957101110222	1035020000016	202211	502.18-	0.00	0.00	0.00 HS01	0.00	502.18-TR
2022	86411212PHC	1206360030003	202211	261.84-	0.00	0.00	0.00 CERT	0.00	261.84-RI
2022	924110922PHC	167831	202210	3,301.31-	0.00	0.00	0.00 CERT	0.00	3,301.31-RI
2022	RF221114	201136	202210	0.00	0.00	0.00	0.00 22S0	23.83-	23.83-RF
2022	RF221114	201136	202210	23.83-	0.00	0.00	0.00 22S0	23.83	0.00 RF

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TC298-M SELECTION: DEPOSIT

4145278

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 11/01/2022 THRU 11/30/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 63
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	LEVY YR/MO	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022 RF221114	201137	202210	54.17-	0.00	0.00 22S0	54.17	0.00 RF
2022 RF221114	201137	202210	0.00	0.00	0.00 22S0	54.17-	54.17-RF
2022 RF221114	201138	202210	0.00	0.00	0.00 22S0	21.23-	21.23-RF
2022 RF221114	201138	202210	21.23-	0.00	0.00 22S0	21.23	0.00 RF
2022 RF221114	201139	202210	60.02-	0.00	0.00 22S012TX019	60.02	0.00 RF
2022 RF221114	201139	202210	0.00	0.00	0.00 22S012TX019	60.02-	60.02-RF
2022 RF221114	202708	202210	0.00	0.00	0.00 22S0	464.65-	464.65-RF
2022 RF221114	202708	202210	464.65-	0.00	0.00 22S0	464.65	0.00 RF
2022 RF221114	203207	202210	121.83-	0.00	0.00 22S0	121.83	0.00 RF
2022 RF221114	203207	202210	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022 RF221114	298352	202210	0.00	0.00	0.00 22S0	2.35-	2.35-RF
2022 RF221114	298352	202210	2.35-	0.00	0.00 22S0	2.35	0.00 RF
2022 807112112322	413536	202211	79.92-	0.00	0.00 CERT	0.00	79.92-TR
2022 864112122CHC	512148	202211	534.11-	0.00	0.00 CERT	0.00	534.11-TR
2022 RF221114	601959	202211	0.00	0.00	0.00 22S0	115.95-	115.95-RF
2022 RF221114	601959	202211	115.95-	0.00	0.00 22S0	115.95	0.00 RF
2022 TOTAL			5,543.39-	0.00	0.00	0.00	5,543.39-
TOTAL REVERSALS			15,919.37-	0.00	8.53-	0.00	15,927.90-

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TC298-N SELECTION: DEPOSIT

4145278

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSAIS
FROM: 11/01/2022 THRU 11/30/2022
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
2018 TOTAL			470.51	0.00	272.90	148.68	0.00	892.09
2019 TOTAL			521.34	0.00	129.96	51.91	0.00	703.21
2020 TOTAL			927.24	0.00	132.81	110.28	0.00	1,170.33
2021 TOTAL			8,239.72	0.00	1,499.60	1,416.22	0.00	11,155.54
2022 TOTAL			1,838,596.05	0.00	0.00	0.00	0.00	1,838,596.05
TOTAL PAYMENTS			1,848,754.86	0.00	2,035.27	1,727.09	0.00	1,852,517.22
2020 TOTAL			1,621.30-	0.00	0.00	0.00	0.00	1,621.30-
2021 TOTAL			8,754.68-	0.00	8.53-	0.00	0.00	8,763.21-
2022 TOTAL			5,543.39-	0.00	0.00	0.00	0.00	5,543.39-
TOTAL REVERSAIS			15,919.37-	0.00	8.53-	0.00	0.00	15,927.90-
TOTAL FOR UNIT			1,832,835.49	0.00	2,026.74	1,727.09	0.00	1,836,589.32

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TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2022 TO 11/30/2022

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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
4,778,686,394	129,335,415	4,908,021,809 0	00.487314	22,836,524.89	2,887

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2022	22,218,569.13	617,955.76	617,955.76	2,206,719.99	2,206,719.99	20,629,804.90	9.66	0.00
2021	183,112.68	41,678.39-	41,678.39-	49,091.96	49,091.96	92,342.33	34.71	0.00
2020	40,724.70	23,121.10-	23,121.10-	22,208.99-	22,208.99-	39,812.59	26.16-	0.00
2019	31,463.95	10,235.87-	10,235.87-	5,222.40-	5,222.40-	26,450.48	24.60-	0.00
2018	20,734.77	10.59-	10.59-	4,132.23	4,132.23	16,591.95	19.94	0.00
2017	13,655.17	.00	.00	12.53	12.53	13,642.64	.09	0.00
2016	12,123.04	.00	.00	0.00	0.00	12,123.04		0.00
2015	11,833.72	.00	.00	0.00	0.00	11,833.72		0.00
2014	12,474.54	.00	.00	0.00	0.00	12,474.54		0.00
2013	9,677.98	.00	.00	0.00	0.00	9,677.98		0.00
2012	9,566.41	.00	.00	0.00	0.00	9,566.41		0.00
2011	6,897.31	.00	.00	0.00	0.00	6,897.31		0.00
2010	3,613.44	.00	.00	0.00	0.00	3,613.44		0.00
2009	5,164.80	.00	.00	0.00	0.00	5,164.80		0.00
2008	4,281.97	.00	.00	0.00	0.00	4,281.97		0.00
2007	1,321.11	.00	.00	0.00	0.00	1,321.11		0.00
2006	2,707.18	.00	.00	269.28	269.28	2,437.90	9.95	0.00
2005	1,298.61	.00	.00	128.00	128.00	1,170.61	9.86	0.00
2004	640.47	.00	.00	0.00	0.00	640.47		0.00
2003	647.12	.00	.00	0.00	0.00	647.12		0.00
2002	512.76	.00	.00	0.00	0.00	512.76		0.00
2001	263.32	.00	.00	0.00	0.00	263.32		0.00
****	22,591,284.18	542,909.81	542,909.81	2,232,922.60	2,232,922.60	20,901,271.39		0.00
CURR	22,218,569.13	617,955.76	617,955.76	2,206,719.99	2,206,719.99	20,629,804.90		0.00
DELO	372,715.05	75,045.95-	75,045.95-	26,202.61	26,202.61	271,466.49		0.00

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022

PAGE: 209
INCLUDES AG ROLLBACK

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 11/30/2022
LAND VALUE	6,593,325,295	6,593,325,295	48,137,954	228,874	48,366,828	6,641,692,123
AG EXCLUSION	32,486,183	32,486,183	204,746	0	204,746	32,690,929
IMPROVEMENTS	873,775,097	873,775,097	148,376,065	39,141,740-	109,234,325	983,009,422
APPRAISED VALUE	6,593,325,295	6,593,325,295	196,514,019	38,912,866-	157,601,153	6,750,926,448
EXEMPTIONS	1,782,152,718	1,782,152,718	46,203,392	17,937,654-	28,265,738	1,810,418,456
TAXABLE VALUE	4,778,686,394	4,778,686,394	150,310,627	20,975,212-	129,335,415	4,908,021,809
LEVY	22,218,569.13	22,218,569.13	717,658.42	99,702.66-	617,955.76	22,836,524.89
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	317	57	60	10,655
OVER 65	3,475	3,475	77	18	21	3,496
DISABLED	180	180	4	1	1	181
VETERAN	253	253	11	1	2	255
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2022
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	516,470	7,487,418-	6,970,948-	768,186,517
APPRAISED VALUE	5,827,810,207	5,827,810,207	516,470	7,487,418-	6,970,948-	5,820,839,259
EXEMPTIONS	1,579,451,702	1,579,451,702	0	1,740,895	1,740,895	1,581,192,597
TAXABLE VALUE	4,214,667,192	4,214,667,192	516,470	9,228,313-	8,711,843-	4,205,955,349
LEVY	183,112.68	183,112.68	2,780.49	44,458.88-	41,678.39-	141,434.29
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	17	17	10,315
OVER 65	3,255	3,255	0	8	8	3,263
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2022
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	1,057,905	4,707,499-	3,649,594-	702,763,746
APPRAISED VALUE	5,043,274.252	5,043,274.252	1,057,905	4,707,499-	3,649,594-	5,039,624,658
EXEMPTIONS	1,218,139,975	1,218,139,975	491,387	648,690	1,140,077	1,219,280,052
TAXABLE VALUE	3,797,796,969	3,797,796,969	566,518	5,356,189-	4,789,671-	3,793,007,298
LEVY	40,724.70	40,724.70	2,760.72	25,881.82-	23,121.10-	17,603.60
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	10	10	10,230
OVER 65	3,163	3,163	0	5	5	3,168
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	1	1	222
TOTAL EXEMPT	80	80	0	0	0	80

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 212
INCLUDES AG ROLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2022
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	2,183,270-	2,183,270-	643,748,602
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	2,183,270-	2,183,270-	4,535,254,552
EXEMPTIONS	1,018,439,121	1,018,439,121	0	123,429-	123,429-	1,018,315,692
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	2,059,841-	2,059,841-	3,492,255,169
LEVY	31,463.95	31,463.95	.00	10,235.87-	10,235.87-	21,228.08
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
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	1-	1-	204
TOTAL EXEMPT	74	74	0	0	0	74

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 11/30/2022
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						
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 11/01/2022 thru 11/30/2022 as of 12/02/2022

Report run on: December 2, 2022 12:06 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 78876	Print Date:11/03/2022						
	Current	208,990.31	53,115.58	0.00	0.00	0.00	262,105.89
	Delq	19.21	5.09	0.00	0.00	0.00	24.30
Last Deposit Date	11/01/2022	\$209,009.52	\$53,120.67	\$0.00	\$0.00	\$0.00	\$262,130.19
ACH 78923	Print Date:11/04/2022						
	Current	66,880.64	16,998.00	0.00	0.00	0.00	83,878.64
	Delq	4,278.04	1,134.83	0.00	0.00	0.00	5,412.87
Last Deposit Date	11/02/2022	\$71,158.68	\$18,132.83	\$0.00	\$0.00	\$0.00	\$89,291.51
ACH 78968	Print Date:11/08/2022						
	Current	95,954.01	24,387.01	0.00	0.00	0.00	120,341.02
	Delq	368.14	94.23	0.00	0.00	0.00	462.37
Last Deposit Date	11/03/2022	\$96,322.15	\$24,481.24	\$0.00	\$0.00	\$0.00	\$120,803.39
ACH 79013	Print Date:11/08/2022						
	Current	14,353.21	3,647.93	0.00	0.00	0.00	18,001.14
	Delq	1,186.34	310.63	0.00	0.00	0.00	1,496.97
Last Deposit Date	11/04/2022	\$15,539.55	\$3,958.56	\$0.00	\$0.00	\$0.00	\$19,498.11
ACH 79053	Print Date:11/09/2022						
	Current	85,045.04	21,614.57	0.00	0.00	0.00	106,659.61
	Delq	229.68	58.49	0.00	0.00	0.00	288.17
Last Deposit Date	11/07/2022	\$85,274.72	\$21,673.06	\$0.00	\$0.00	\$0.00	\$106,947.78
ACH 79098	Print Date:11/10/2022						
	Current	55,126.46	14,010.58	0.00	0.00	0.00	69,137.04
	Delq						
Last Deposit Date	11/08/2022	\$55,126.46	\$14,010.58	\$0.00	\$0.00	\$0.00	\$69,137.04
ACH 79144	Print Date:11/14/2022						
	Current	65,214.25	16,574.38	0.00	0.00	0.00	81,788.63
	Delq	1,074.06	278.51	0.00	0.00	0.00	1,352.57
Last Deposit Date	11/09/2022	\$66,288.31	\$16,852.89	\$0.00	\$0.00	\$0.00	\$83,141.20
ACH 79189	Print Date:11/14/2022						
	Current	120,731.39	30,684.30	0.00	0.00	0.00	151,415.69
	Delq	71.13	14.70	0.00	0.00	0.00	85.83
Last Deposit Date	11/10/2022	\$120,802.52	\$30,699.00	\$0.00	\$0.00	\$0.00	\$151,501.52
ACH 79234	Print Date:11/15/2022						
	Current	63,994.89	16,264.58	0.00	0.00	0.00	80,259.47
	Delq	(3,889.71)	(1,002.33)	0.00	0.00	0.00	(4,892.04)
Last Deposit Date	11/14/2022	\$60,105.18	\$15,262.25	\$0.00	\$0.00	\$0.00	\$75,367.43
ACH 79280	Print Date:11/16/2022						
	Current	38,978.73	9,906.64	0.00	0.00	0.00	48,885.37
	Delq						
Last Deposit Date	11/15/2022	\$38,978.73	\$9,906.64	\$0.00	\$0.00	\$0.00	\$48,885.37
ACH 79324	Print Date:11/17/2022						
	Current	24,596.37	6,251.26	0.00	0.00	0.00	30,847.63
	Delq	265.35	70.17	0.00	0.00	0.00	335.52
Last Deposit Date	11/16/2022	\$24,861.72	\$6,321.43	\$0.00	\$0.00	\$0.00	\$31,183.15

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed Property Tax File

Ver. 1.54

For Remitted Deposit Dates 11/01/2022 thru 11/30/2022 as of 12/02/2022

Report run on: December 2, 2022 12:06 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 79368	Print Date:11/18/2022						
	Current	116,116.64	29,511.52	0.00	0.00	0.00	145,628.16
	Delq	(624.36)	(165.62)	0.00	0.00	0.00	(789.98)
Last Deposit Date	11/17/2022	\$115,492.28	\$29,345.90	\$0.00	\$0.00	\$0.00	\$144,838.18
ACH 79413	Print Date:11/21/2022						
	Current	13,943.06	3,543.70	0.00	0.00	0.00	17,486.76
	Delq	41.34	10.97	0.00	0.00	0.00	52.31
Last Deposit Date	11/18/2022	\$13,984.40	\$3,554.67	\$0.00	\$0.00	\$0.00	\$17,539.07
ACH 79455	Print Date:11/22/2022						
	Current	154,022.98	39,145.53	0.00	0.00	0.00	193,168.51
	Delq	772.98	171.71	0.00	0.00	0.00	944.69
Last Deposit Date	11/21/2022	\$154,795.96	\$39,317.24	\$0.00	\$0.00	\$0.00	\$194,113.20
ACH 79501	Print Date:11/23/2022						
	Current	44,216.56	11,237.79	0.00	0.00	0.00	55,454.35
	Delq	(2,750.22)	(755.42)	0.00	0.00	0.00	(3,505.64)
Last Deposit Date	11/22/2022	\$41,466.34	\$10,482.37	\$0.00	\$0.00	\$0.00	\$51,948.71
ACH 79543	Print Date:11/28/2022						
	Current	92,345.26	23,469.91	0.00	0.00	0.00	115,815.17
	Delq	120.08	31.86	0.00	0.00	0.00	151.94
Last Deposit Date	11/23/2022	\$92,465.34	\$23,501.77	\$0.00	\$0.00	\$0.00	\$115,967.11
ACH 79591	Print Date:11/29/2022						
	Current	90,421.38	22,980.89	0.00	0.00	0.00	113,402.27
	Delq	0.90	0.21	0.00	0.00	0.00	1.11
Last Deposit Date	11/28/2022	\$90,422.28	\$22,981.10	\$0.00	\$0.00	\$0.00	\$113,403.38
ACH 79638	Print Date:11/30/2022						
	Current	72,413.12	18,404.08	0.00	0.00	0.00	90,817.20
	Delq	131.72	34.94	0.00	0.00	0.00	166.66
Last Deposit Date	11/29/2022	\$72,544.84	\$18,439.02	\$0.00	\$0.00	\$0.00	\$90,983.86
ACH 79682	Print Date:12/02/2022						
	Current	38,241.02	9,719.09	0.00	0.00	0.00	47,960.11
	Delq	175.39	46.53	0.00	0.00	0.00	221.92
Last Deposit Date	11/30/2022	\$38,416.41	\$9,765.62	\$0.00	\$0.00	\$0.00	\$48,182.03
Total:		\$1,463,055.39	\$371,806.84	\$0.00	\$0.00	\$0.00	\$1,834,862.23

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: January 9, 2023

Date submitted: 11/21/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on December 5, 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 Meeting held on December 5, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. December 5, 2022, CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
DECEMBER 5, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, DECEMBER 5, 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 Mike Cervantes with the New Hope Church of Friendswood.

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 Rockey stated that it had been his honor to talk to the Cub Scout Pack, which was composed of about fifty children, their parents, and leaders about government, stewardship and what it was like to be on City Council. He stated that they asked the greatest questions, one of which is how much money councilmembers get paid and noted how surprised they were when he told them nothing. Councilmember Rockey stated that he had a lot of fun and congratulated the pack leaders for their hard work and commitment to the kids.

Councilmember Branson stated that the CEDC had their collaboration meeting with the FDEDC, the Chamber of Commerce, and FDFA to discuss two main ideas: (1) the consolidation of resources and information on economic development; and (2) consistent messaging. She noted that more meetings will be happening with this group, and she was very excited about their program. In regard to H-GAC, she noted that they will be having pop-up meetings across the 13 counties that make up H-GAC. She noted

that H-GAC wants to hear from the public on a myriad of transportation issues that impact the area. Councilmember Branson also noted that she will be running for re-election in May and appreciated everyone's support moving forward.

Councilmember Hanks stated that in the past month she attended the third and last Town Hall meeting related to the design of what is now the old Fire Station's concrete slab at Stevenson Park. She stated that it was well attended, and she appreciated that the presentation included the comments from the previous two town hall meetings on this item and commended Assistant City Manager Steven Rhea and Director of Parks and Recreation James Toney for their work on this item. Councilmember Hanks also noted that she attended the Senior Citizen Volunteer luncheon this past week, which was lovely, and she got to interact with many wonderful people. Lastly, she noted that the Planning and Zoning Commission had its retreat this past week, and while they had accomplished a lot in the last year, they were ready to take on more in the next week.

Councilmember Griffon stated that he too attended the Senior Citizens Volunteer Luncheon and enjoyed the event very much. He also wished everyone a Merry Christmas and was looking forward to his birthday in a few weeks.

Mayor Pro Tem Erenwert stated that the Santa in the Park event was a great event with a lot of people and a lot of great activities. He congratulated the staff and volunteers that made the event so successful and enjoyable for everyone. He also wished everyone a Merry Christmas and Happy New Year.

5. PUBLIC COMMENT

Ms. Connie Ratisseau requested to speak before the Council regarding drainage and asked how many homes are being removed from the area that was flooded in Harvey and how much money will be saved doing as a result.

Mr. David Allen requested to speak before the Council regarding the SMITH-MUNDT Act, which prohibited American government funds from being used for propaganda on the American people and how it has been removed; thus, he encouraged everyone to be weary and thoughtful about the information and propaganda they hear in the media.

6. WORK SESSION TOPICS

A. Receive and discuss an update regarding the Drainage Update.

Deputy Director of Engineering Samantha Haritos presented the item and showed the Council a map with the City's existing flood control projects, which including Blackhawk Terracing, Whitcomb Detention Basin and Terracing, GCCDD's Three Detentions Ponds on City buyout lots, the Frenchman's Creek acquisition, the Forest Bend Detention, and FM 1959 Detention.

Ms. Haritos noted that the Frenchman's Creek Green Space Project is moving along, and she thanked the Fire Marshals' Office for taking the lead in the property acquisitions related to this project. She stated that this project is a Community Block Development (CDBG) Grant from Hurricane Harvey Disaster

Recovery and noted that the monies have been used for the City to purchase Buildings 4 and 5 and on the County side, Buildings 2 and 3 closed at the end of November 2022. Ms. Haritos also noted that the owners of Building 1 have decided to sell which is great news and their expecting to close towards the end of December 2022 or January 2023. Once this happens the Homeowner's Association will transfer the title over to the City of Friendswood for the green space and then this project will be closed. However, there are still some components that need to happen like the demolition of the buildings, hydro-mulching, and the transfer of the title for the last building. Staff is hoping that this project will wrap up towards the end of Spring 2023, which will mark the first Community Development Block Grant Disaster Recovery - Hurricane Harvey Grant to close.

As it relates to the Forest Bend Project, this is also a Community Development Block Grant Disaster Recovery - Hurricane Harvey Grant, and at this point in time, about 1100 cubic yards of material have been excavated from Ponds B and C, the installation of sidewalks are in progress, the electrical has been completed for the lighting, the gate and fence submittal was recently approved, and staff is waiting on additional funding in the amount of \$320,000 from the General Land Office (GLO). Ms. Haritos stated that the latest information staff has on the additional funding is that Harris County is expecting to receive an amendment sometime in January 2023 or February 2023, once that happens the City will have to revise some of the paperwork for the money to be transferred over to the City.

As it relates to the three detention ponds along Cowart's Creek, located at 301 and 310 W. Castlewood and 2 Queens Lane, at this point the fieldwork has been done, and a geotechnical engineer went out to study the area and there is now an initial design concept. She noted that two of the ponds are potentially going to be around 10 acre-feet, and the third one will be smaller, probably around five acre-feet in order to accommodate the existing disc golf course. Ms. Haritos further noted that the staff should receive the geotechnical report in the next couple of weeks; however, the hydraulics will continue to be in progress a little longer.

Ms. Haritos stated that the FM 1959 Detention Basin Project is actually made up of three projects that were included in the interlocal agreement, one to the north, which is the FM 1959 Project, and two to the south related to the Whitcomb Terracing and Detention Project.

Ms. Haritos noted that this is going to be somewhere between 1,000 and 1,800 acre-feet of an offline detention pond. She anticipated that the pond will probably be closer to a thousand acre-feet in size but noted that staff will not know the actual size until a year from now. Ms. Haritos noted that at this time, the interlocal agreement between all parties has been executed. The McDonough Engineering Corporation was selected for this project and approved by the Harris County Commissioner's Court on November 15, 2022. McDonough Engineering has started the preliminary engineering work and will hold a kickoff meeting with all parties in December 2022 or January 2023. Additionally, an engineering study related to the Wildlife Hazard Site mitigation has been completed, and staff is working on obtaining a copy so they can look at it, but there were still some small pieces that were pending completion. The Federal Aviation Administration requires projects that are within a 5-mile radius of an airport to ensure that there will be no impact to the bird pathways that could cause damage to air traffic.

City Manager Morad Kabiri noted that for this interlocal agreement, the Harris County Flood Control District has been designated as the lead agency managing these projects; however, the City has some input, and while some of these requirements may seem ludicrous, they remain a requirement and must be done.

Mr. Kabiri also noted that staff is working closely with the State of Texas to secure an additional 10 million dollars in grant funds to help supplement those projects.

Ms. Haritos stated that staff is working with the project manager from Harris County Flood Control District to discuss the official name for this project, that all the partnering entities can agree on. Ms. Haritos then went over the following payment schedule table for this project:

PROJECT	1 ST PAYMENT	2 ND PAYMENT
FM 1959	\$954,233 (Due 11/25/22)	\$7,045,767 (Due within 45 Days of 1 st Publication of Construction Bid Advertisement)
Whitcomb Inline/Offline Detention Basins	\$2,850,000 (Due Within 45 Days of Receipt of City Grant Contribution and the City's Acquisition of Whitcomb Property Interests)	\$24,150,000* (Due within 45 Days of 1 st Publication of Construction Bid Advertisement)

Ms. Haritos stated that she wanted to go over the financials is because Engineering worked with the Finance Department to review potential financial impacts to the City's budget as it related to the debt service and tax rate for this project.

Mayor Foreman asked what the total cost of the project is if the City of Friendswood is paying 8 million dollars for the FM 1959 project, and how much is each entity contributing. Ms. Haritos noted that if all three projects go into effect, it is 60 million dollars with the FM 1959 Project being around 32 to 38 million with Galveston County putting in 7.5 million, Harris County Flood Control District putting in over 13 million, and Galveston County Consolidated Drainage District putting in 3.75 million.

Ms. Haritos also noted that staff had some very preliminary modeling done on this item and noted that if there was a seventeen-hundred-acre-foot detention pond constructed in this area, it would remove 40 homes from the 100-year floodplain. Mr. Kabiri expanded on Ms. Harito's comments and noted that the 100-year floodplain she was referring to is the Atlas 14, 100-year floodplain, which is the equivalent of the 500-year flood during the Hurricane Harvey timeframe.

Mr. Kabiri also stated that in 2019 when the City went out for a bond election, the intent was to offer seed money that would allow for the City to partner with other entities to accomplish the greater flood mitigation effort and goal. Staff knew this type of mitigation was going to be a multi-year endeavor and would ultimately be a multi-bond election endeavor. The 52 million that was authorized by the voters was not going to fix the City's flooding issues in perpetuity; therefore, these are incremental improvements that will continually need to be pursued, and hopefully, along the way the City will continue to have the success of getting other partners on board, but it will continue to be an ongoing effort.

Ms. Haritos stated that Finance made the following assumptions when looking at the impacts to the tax or the estimated debt service tax rate impact:

- the bonds would be issued in February of 2023;
- there would be a 30-year maturity structure;
- the interest rate was assumed at 4.75%; and

- then there would be taxable assessed value growth of 3% between 23 to 24, 2% from 2025 to 26, 1% from 2027 to 28, and zero-percent growth thereafter.

Ms. Haritos stated that Finance noted that the markets are pretty volatile right now, so the information provided will probably not be the same moving forward. But generally, the impact noted in the yellow column is the tax rate per \$100 of assessed value, and down at the bottom, you can see the tax rate increase is 0.015 per hundred, so it would be a 1.5 cents added to the tax rate or if the City doesn't want to adjust the tax rate, then \$700,000 dollars would need to be moved from the General Fund to pay the principal and interest payments for the \$30 million bond issuance.

City of Friendswood, Texas
\$52.1 Million in General Obligation Bond - November 2019 Bond Election
No Growth Scenario / 30-Year Debt Structure

Year Ending 9/30	Starting D/S Fund Balance	Interest on Fund Balance	Prior Year/ Estimated Taxable Assessed Valuation	Assessed Valuation Growth Rate (%)	Tax Rate per \$100 of Assessed Value	Tax Collections 99.00%	Total Funds Available for Debt Service	Total Outstanding Debt Service (a)	Less: Debt Service Paid By WWSS (b)	\$30,000,000 Series 2023 @ 4.75% February 2023	Total Debt Service Requirements	Less: Capitalized Interest	Ending D/S Fund Balance	Debt Service Coverage (%)
2023	\$53,000	\$928	\$4,614,143,928		\$0.0987	\$4,508,025	\$4,561,952	\$6,348,231	(\$2,439,325)	\$831,250	\$4,740,156	(\$831,250)	\$653,046	11.926%
2024	653,046	11,428	4,752,568,246	3.00%	0.1137	5,349,633	6,014,108	6,344,906	(2,435,700)	1,566,556	5,475,763		538,345	9.819%
2025	538,345	9,421	4,895,145,293	3.00%	0.1137	5,510,122	6,057,888		(2,438,500)	1,574,313	5,482,781		575,107	10.492%
2026	575,107	10,064	4,993,048,199	2.00%	0.1137	5,620,325	6,205,496			1,571,594	5,481,263		724,234	13.213%
2027	724,234	12,674	5,092,909,163	2.00%	0.1100	5,546,178	6,283,086	6,355,378					801,695	14.546%
2028	801,695	14,030	5,143,838,255	1.00%	0.1080	5,499,792	6,315,517	6,358,694	(2,404,750)				803,992	14.527%
2029	803,992	14,070	5,195,276,637	1.00%	0.1075	5,529,073	6,347,135	6,469,344	(2,518,675)	1,583,913	5,530,319			
2030	812,554	14,220	5,195,276,637		0.1075	5,529,073	6,355,847	6,468,825	(2,517,800)	1,579,294	5,530,319			
2031	825,528	14,447	5,195,276,637		0.1025	5,271,907	6,111,882	4,685,175	(732,400)	1,579,319	5,532,094		579,788	15.500%
2032	579,788	10,146	5,195,276,637		0.0705	3,626,043	4,215,977	2,319,125	(731,300)	2,062,113	3,649,938		566,040	15.520%
2033	566,040	9,906	5,195,276,637		0.0705	3,626,043	4,201,989	2,324,025	(734,100)	2,057,200	3,647,125		541,792	14.864%
2034	554,864	9,710	5,195,276,637		0.0705	3,626,043	4,190,617	2,320,800	(732,600)	2,060,625	3,648,825		532,198	15.213%
2035	541,792	9,481	5,195,276,637		0.0705	3,626,043	4,177,317	1,587,850		2,057,269	3,645,119		515,037	14.723%
2036	532,198	9,313	5,195,276,637		0.0675	3,471,744	4,013,255	1,411,800		2,086,419	3,498,219		497,656	14.219%
2037	515,037	9,013	5,195,276,637		0.0675	3,471,744	3,995,793	1,410,300		2,087,838	3,498,138		478,165	13.667%
2038	497,656	8,709	5,195,276,637		0.0675	3,471,744	3,978,109	1,412,825		2,087,119	3,499,944		459,714	13.139%
2039	478,165	8,368	5,195,276,637		0.0675	3,471,744	3,958,276	1,414,300		2,084,263	3,498,563		414,911	14.232%
2040	459,714	8,045	5,195,276,637		0.0670	3,446,027	3,913,786	1,414,725		2,084,150	3,498,875		412,750	14.144%
2041	414,911	7,261	5,195,276,637		0.0565	2,905,978	3,328,150	921,600		1,993,800	2,915,400		407,707	13.965%
2042	412,750	7,223	5,195,276,637		0.0565	2,905,978	3,325,951	920,150		1,998,094	2,918,244		401,354	13.749%
2043	407,707	7,135	5,195,276,637		0.0565	2,905,978	3,320,820	924,572		1,994,894	2,919,466		395,259	13.557%
2044	401,354	7,024	5,195,276,637		0.0565	2,905,978	3,314,356	924,897		1,994,200	2,919,097		392,576	13.450%
2045	395,259	6,917	5,195,276,637		0.0565	2,905,978	3,308,154	924,684		1,990,894	2,915,578		386,737	13.253%
2046	392,576	6,870	5,195,276,637		0.0565	2,905,978	3,305,424	923,950		1,994,738	2,918,688		381,295	13.063%
2047	386,737	6,768	5,195,276,637		0.0565	2,905,978	3,299,482	922,694		1,995,494	2,918,188		375,002	12.861%
2048	381,295	6,673	5,195,276,637		0.0565	2,905,978	3,293,946	920,900		1,998,044	2,918,944		371,645	12.733%
2049	375,002	6,563	5,195,276,637		0.0565	2,905,978	3,287,542	923,509		1,992,388	2,915,897		365,318	12.514%
2050	371,645	6,504	5,195,276,637		0.0565	2,905,978	3,284,127	920,522		1,998,288	2,918,809		358,311	12.271%
2051	365,318	6,393	5,195,276,637		0.0565	2,905,978	3,277,689	591,947		2,327,431	2,919,378		350,584	12.016%
2052	358,311	6,270	5,195,276,637		0.0565	2,905,978	3,270,559			2,919,975	2,919,975		139,277	0.000%
2053	350,584	6,135	5,195,276,637		0.0525	2,700,245	3,056,964			2,917,688	2,917,688			
Totals	\$281,717							\$81,216,366	(\$22,582,725)	\$60,156,325	\$118,789,966	(\$831,250)		
					Average Tax Rate:	\$0.0664								
					Tax Rate Increase:	\$0.0150								

- (a) Include portions of the City's Series 2010B, Series 2014, Series 2006 and Series 2016A Bonds which are paid by the City's Waterworks and Sewer System.
(b) Includes the debt service to be paid by the City's Waterworks and Sewer System.

Ms. Haritos also noted that staff has not looked at the resulting operation and maintenance costs for these projects and how that will also impact the City's tax rate; i.e., mowing, and other types of maintenance. Mr. Kabiri further stated that this item is something that staff highlighted last month when discussing this interlocal agreement, and obviously, as the tax rate is the function of the values on the ground, if the values do what they have in the last few years, the City is not going to see a penny and a half increase in the debt service, but will most likely be something a lot less than that. However, regardless, these projects will impact the City's tax rate because additional funds will have to go towards paying the mortgage payments for the issued debt.

Councilmember Scott stated that while he will not be on the Council for the next budget cycle, would prefer that the debt service be paid out of the General Fund even if it cuts into the City's operational expenditures.

Mr. Kabiri, responded to a question from Councilmember Hanks regarding the additional operational costs for the projects stated that the City of Friendswood has been designated as the operator and maintainer moving forward for each of the ponds in questions, and this will impact the City's budget, how much, at this time is unknown.

Moving on to the next item, Ms. Haritos stated that staff had heard back from the Texas Department of Transportation (TxDOT) about the Soundwall at FM 2351. She stated that they thought that if they remove some of the lower portions of the wall it will help mitigate some of the water that pools at this location; however, their Engineering Department is still working through the details to see if it can be accomplished without damaging the integrity of the wall. Councilmember Scott stated that he is happy to hear that this is finally moving forward as the wall acts as a dam and keeps water from moving down stream, which was very evident during Hurricane Harvey. He noted that he felt that many of the homes in that area that flooded during Hurricane Harvey might have been spared had that wall not been there to back the water up.

With no further comments, Mayor Foreman thanked Ms. Haritos for the report and commended the Engineering Department for their hard work on all of these very important projects.

7. CITY MANAGER'S REPORT

A. Present an update Council candidate application and packet.

City Manager Morad Kabiri presented the item and stated that the council candidate packet has been posted on the City's website as State law stipulates that candidate filing information be available by December 19th. So, for anyone interested in that information, they can visit the City's website at www.friendswood.com.

B. Present an update the new water meter interface for residents.

City Manager Morad Kabiri presented the item and stated that the City's automated water meter effort is ongoing and about 95% of the meters have been changed out throughout the community. Mr. Kabiri also noted that the City had been running a pilot program since mid-October, allowing employees and Councilmembers that live in Friendswood to access a web portal to review their water consumption in real time. This portal will be available to the public soon, so they can sign-up for their account and set consumption alerts that can help identify water leaks and other issues.

C. Present an update regarding the Texas EMS Educator of the Year Award.

City Manager Morad Kabiri presented the item and stated that he wanted to congratulate Assistant EMS Chief in the Volunteer Fire Department, Roy Hunter, who he was recognized by the State of Texas as the Educator of the Year at the Annual Texas EMS Conference.

8. BUSINESS ITEMS

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

A motion was made by Councilmember Griffon and seconded by Councilmember Rockey to remove the item from the table for discussion and consideration. 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.

Director of Engineering Jil Arias presented the item and stated that since the last Council meeting, staff has compiled some information regarding the selection process for the Blackhawk Facility Renovation Project. He stated that as previously noted, the top two responses for this item were Construction Masters of Houston whose office is located in Pearland as the top-rated company and the second-rated response was TUCON, LLC doing business as Unbehagen Construction whose offices are located in League City.

Mr. Arias gave a quick overview of the scoring criteria used by the selection committee, which was composed of three city personnel who office in the Blackhawk Facility with each ranking performed independently:

Selection: Any contract awarded pursuant to this CSP is to be awarded based on provision of "Best Value" to the City. Within 30 days after receiving the proposals, the Owner City will consider and rank each proposal and select the Proposal that offers the best value to the City using the following criteria:

1	Cost Proposal	50%
2	Experience with major subcontractors and with similar projects within past 5 year	10%
3	Experience and qualifications of key project personnel	10%
4	Demonstrated ability to meet schedules on similar projects	10%
5	Subcontractor Qualifications and Work History with General Contractor	10%
6	Quality Assurance Program and Safety Record	5%
7	Current workload	5%
	Total	100%

Mr. Arias noted that as it related to the cost proposal, they were ranked on the base bid amount only and the alternates were not considered in the grading. He noted that there was only a difference of \$1,081 between the two companies:

- Unbehagen, Tucon LLC - \$3,724,119.00
- Construction Masters - \$3,725,200.00.

The second item reviewed was their experience with major subcontractors and similar projects. He noted that this item was based on similar work done in the past five years, and below were the major points of each contractor:

Construction Masters:	Unbehagen, TUCON LLC:
➤ Listed major subcontractors and the projects that they partnered on. ➤ Five related projects were listed with contract amounts in the same range as this project. Demonstrated and highlighted multiple examples of a municipal building renovation where City operations continued during construction. ➤ It is noted in their submittal that all subcontractors are required to complete a pre-qualification screening. ➤ They note that 95% of the proposed subcontractors on this project are companies they have previous work experience with. ➤ The 3 largest scopes (MEP) have completed more than 15 contracts with their firm. ➤ Provided 5 overviews of related municipal projects. ➤ Substantial completion dates, project delivery method, contract amount, project team and major subcontractors were listed for each project. ➤ 4 of the projects listed had contract values over \$2 Million. ➤ All listed projects demonstrated that the contractor could complete an addition and/or renovation to an occupied municipal facility.	➤ Subcontractor and supplier references were provided in the submittal. These subcontractors included Millwork, Specialty Products, Flooring, Painting, Roofing and Mechanical trades. ➤ Within the Project Experience section, these trades were not listed under specific projects or called out to demonstrate previous work on similar projects. ➤ Of the municipal completed project list (2017-2022), 10 of the 11 projects were contract amounts under \$1 Million. ➤ Of the completed projects identified in the submittal under “Completed Project List”, there were 11 municipal projects listed. ➤ 10 of the listed projects had a contract amount less than \$1 Million. ➤ 3 of the 11 listed municipal projects related to construction/renovation of an occupied or tenant space. The remainder of the listed projects included foundation repairs, infrastructure and utilities, paving, site work, park structures/pavilions. ➤ The “Completed Project List” section of the submittal for TUCON included a section for Educational Facilities which included 10 projects. The largest contract amount listed in this section is \$1.4 Million.

The next thing considered in the ranking was the experience and qualifications of the key personnel, which was broken down as follows:

Construction Masters:	Unbehagen, TUCON LLC:
Listed 4 key personnel: ➤ Project Executive – With the company since 1998. Provided project history with over 20+ facility projects with contract values over \$2 Million. ➤ Project Manager- With the company since 2008. Provided project history with 10+ facility projects with contract values over \$2 Million. ➤ Superintendent- With the company since 2019. Provided project history with 10+ facility projects with contract values over \$2 Million. ➤ Quality Manager- program outline provided under Quality Assurance section.	Listed 3 key personnel: ➤ Project Manager/Estimator – 44 years construction industry experience, with Tucon since 2016 (established). Partial project history included 20+ projects with contract values over \$2 Million ➤ Superintendent – 10 years construction industry experience. Of the project history provided, 2 projects had contract values over \$2 Million. ➤ Project Coordinator – noted as project communication between Owner, Architect and Tucon with focus on maintaining project documents. A resume was provided but no project history or years of experience were indicated.

The next item looked at was their ability to meet the City’s schedule. The committee reviewed the information provided, the subcontractor qualifications and work history. Mr. Arias noted that the main difference between the two submittals was that Construction Masters provided the City with a list of subcontractors showing prior work history along with the related project, while Unbehagen failed to specify its projects.

The next item considered is a big one, and related to their quality assurance program, and safety record. One of the things that staff noted was their Experience Modification Rating (EMR), which Unbehagen stated that they did not qualify for, and which Construction Master did. Additionally, following items were listed for each company:

Construction Masters:	Unbehagen, TUCON LLC:
➤ Submittal includes a Quality Assurance Program which states that a designated Quality Control Manager will be provided on each project. This is in addition to the Project Manager and Project Superintendent. This individual will be onsite for weekly meetings, inspect work, and participate in formulating project punch list. ➤ Provided Safety Record and included OSHA 300 Logs. ➤ Provided EMR letter.	➤ Provided company health and safety plan. ➤ Provided a letter stating that they do not qualify for EMR. ➤ Quality Control was noted to be the responsibility of the superintendent. A quality assurance program/plan was not included with the submittal.

City Manager Morad Kabiri added to Mr. Arias' comments and stated that any time rehabilitation effort is undertaken, there are always unforeseen items because structure that was built several years ago, ultimately adds a layer of complexity to a project when walls start coming down. Similar to what is happening in the Public Safety Building, Blackhawk has a critical function that is operating 24 hours a day, 7 days a week, and cannot stop its operations to accommodate a construction project; therefore, the contractor's ability to handle this remodel while allowing for the operations to continue and stay on target for its deliverables is critical.

Councilmember Griffon stated that both proposals had contingencies built into them, about 7.5%, and in the standard operating agreement for Construction Masters, there is a contractor's contingency and an owner's contingency, 7.5% each, who is the owner per the agreement? Mr. Kabiri noted that the owner noted in the agreement is the City of Friendswood, so the owner's contingency belongs to the City, and said contingencies must get approved by the City Engineer and the City Manager, which helps limit the need for change orders.

Councilmember Griffon asked if all change orders will be brought to the Council for approval. Mr. Kabiri responded that all change orders that exceed the contract amount will be brought back to the Council for approval.

Mr. Arias then noted that the last item used to rank the submittals related to their current workload and both companies showed that they could handle this project. Lastly, Mr. Arias noted that there was some discussion at the last meeting about staff having interviews with the submitters and noted that staff did not meet with any of the submitters and all of them were treated the same.

With no further comments, a motion was made by Mayor Foreman and seconded by Councilmember Scott to awarding the Blackhawk Facility Renovation Project (CSP 2022-17) to Construction Masters of Houston, Inc. 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 ratifying the Agreement and Change Order No.1 with Pavecon Ltd. Co., for emergency repairs required on Bay Area Boulevard.

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. Recently, City staff discovered that three portions of Bay Area Boulevard were severely sunken and posed a risk to vehicles travelling on the roadway. The problem areas were located adjacent to and near parts of Bay Area Boulevard which have been repaired in the past two years to address similar issues. Repairs were undertaken on a continual basis and staff budgeted a portion of street funds in anticipation of future repairs. However, the drought of summer 2022 affected the roads more than expected, leading to City staff reducing northbound Bay Area to a single lane and requiring repairs on an emergency basis.

Pavecon Ltd. Co. ("Pavecon") provided a proposal through the TIPS purchasing cooperative to remove and replace 7" of concrete roadway in three areas impacting both lanes of the northbound portion of Bay Area Boulevard. The City entered into an emergency Standard Agreement for Contracting Services with Pavecon for \$322,285. The agreement included labor and materials to remove and replace the concrete roadway in the damaged locations, as well as the replacement of pre-existing damaged guardrails.

The original bid included the use of cement-stabilized sand for leveling, which is the method that has been specified for concrete repairs in the annual road maintenance program due to a quicker turn-around time. After excavation of the roadway, it was discovered that the subgrade was not adequate for re-use and was going to require stabilization in order to provide a good foundation for the future road. A change order was subsequently issued to Pavecon Ltd. Co. for lime stabilization for \$78,250. The change order includes labor and materials associated with stabilizing the subgrade under the concrete roadway and an additional month of rental of traffic control to account for the extended time needed to perform the additional work.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to ratify the Agreement and Change Order No.1 with Pavecon Ltd. Co., for emergency repairs required on Bay Area Boulevard. 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.

C. Consider authorizing an End User Agreement with PM Construction & Rehab, LLC, through the Houston-Galveston Area Council's Contract #TP07-18 for the Sanitary Sewer Evaluation Survey, Phase IV Project, which will execute identified sewer main line and sewer manhole rehabilitation repairs.

This item authorizes an End User Agreement with PM Construction & Rehab, LLC, through the Houston-Galveston Area Council's Contract #TP07-18 for the Sanitary Sewer Evaluation Survey, Phase IV Project, which will execute identified sewer main line and sewer manhole rehabilitation repairs in an amount not to exceed \$1,368,118.75.

The Sanitary Sewer System Assessment Phased Study Reports and follow-up flow monitoring/leak-detection process have assisted and continue to assist the City in identifying a significant amount of potential inflow and infiltration ("I&I") sources within surveyed basins of the City of Friendswood. The I&I sources range from failing manholes, broken and/or faulty sewer mains, missing/broken sewer cleanouts, direct tie-ins, and more.

As part of our long-range sanitary sewer assessment and rehabilitation program, Public Works has prepared Phase IV (Construction & Rehabilitation) based on the findings of Phase II, which was part of an assessment phase. The Phase II Study Report outlines the recommended rehabilitation to assist in reducing sewer inflows to basin FM-08.

As the funds for this proposed project are being provided through prior approved bonds, the Public Works Department and Finance Department coordinated together to confirm the City's ability to use the H-GAC cooperative purchase program for the project. Upon such confirmation and consistent with our practice regarding annual Sewer Rehab CIP process, Public Works immediately coordinated with the H-GAC-approved contractor PM Construction & Rehab, LLC ("PM Construction") to review the proposed scope of work. PM Construction presented its pricing for the proposed outlined scope of work based on H-GAC Contract #TP07-18. The H-GAC Contract #TP07-18 has been integrated within the End User Agreement between City and Contractor in an amount not to exceed \$1,368,118.75.

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to authorize an End User Agreement with PM Construction & Rehab, LLC, through the Houston-Galveston Area Council's Contract #TP07-18 for the Sanitary Sewer Evaluation Survey, Phase IV Project, which will execute identified sewer main line and sewer manhole rehabilitation repairs. 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.

D. Consider consenting to the extension of the License Agreement between Greater Harris County 911 Emergency Network and American Tower, L.P., for the continued use of the telecommunications tower located at 1606 Whitaker Drive, Friendswood, Texas.

This item consents to the extension of the License Agreement between Greater Harris County 911 Emergency Network and American Tower, L.P., for the continued use of the telecommunications tower located at 1606 Whitaker Drive, Friendswood, Texas.

In 2010, the Greater Harris County 911 Emergency Network (the "Network") entered into a license agreement for use of a portion of the telecommunications tower owned by American Tower, L.P., and located on City property at 606 Whitaker Drive, Friendswood, Texas. The agreement expired on December 1, 2022. As such, the City Manager consented to the proposed amendment to extend the term and to adjust the compensation to be paid conditioned upon the City Council's approval of the same. Specifically, the proposed amendment:

- extends the lease term for three (3) years from December 1, 2022,
- provides for a possibility of four (4) additional three-year terms,
- increases the fee \$60.91/month for the first year, and
- increases the fee by 3%, each year thereafter commencing on December 1, 2023.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to consent to the extension of the License Agreement between Greater Harris County 911 Emergency Network and American Tower, L.P., for the continued use of the telecommunications tower located at 1606 Whitaker Drive, Friendswood, Texas. 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.

9. PROPOSED RESOLUTIONS & ORDINANCES

A. Consider an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment XIII" and providing for supplemental appropriation and/or transfer of certain funds.

This proposed ordinance approves the following budget amendments:

- 1. Public Works, Streets Division** – Boom Mower, \$234,218. Appropriate capital lease proceeds to purchase a Boom Mower for the Public Works, Streets Division. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.

2. **Public Works, Streets Division** – Dump Truck, \$135,994. Appropriate capital lease proceeds to purchase a Dump Truck for the Public Works, Streets Division. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
3. **Community Development / Information Technology** – Plotter, \$22,000. Appropriate capital lease proceeds to purchase a replacement Plotter for the Community Development Department with assistance from the Information Technology Department. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
4. **Citywide / Information Technology** – Network Switch Refresh, \$239,883. Appropriate capital lease proceeds to purchase a replacement Network Switch for the Information Technology Department. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
5. **Citywide / Information Technology** – ExecuTime Time Clock, \$26,340. Appropriate capital lease proceeds to purchase a replacement ExecuTime Time Clock for the Information Technology Department. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
6. **CDD,FMO,ENG / Information Technology** – Electronic Plan Review Tables, \$46,580. Appropriate capital lease proceeds to purchase three Electronic Plan Review Tables for Community Development, Fire Marshal's Office, and Engineering with assistance from the Information Technology Department. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
7. **Public Works, Sewer Utilities Division** – Mini Excavator, \$47,648. Appropriate capital lease proceeds to purchase a Mini Excavator for the Public Works Department. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
8. **Administrative Services** – Credit Card Processing, \$14,985. Appropriate credit card fee revenue above budgeted amount to offset credit card processing expenses. Funds will be appropriated to the Administrative Services, Utility Billing, credit card fees expense account.
9. **Engineering / Capital Projects** – Installation of Sidewalks Throughout City Limits, \$1,238. Appropriate funds for the installation of sidewalks throughout city limits. Sidewalk installation locations are determined by the developer contribution made into the Fund. The funding source will be Sidewalk Installation Fund.
10. **Citywide / Information Technology** – Computer Refresh, \$48,734. Reallocate budgetary savings from multiple departments to purchase additional computers and mobile devices required to support citywide staff.
11. **Administrative Services, Municipal Court** – Personnel, \$32,920. Reallocate budgetary savings from Administrative Services, Finance Division and Human Resources Department to offset pay plan adjustments and day court costs exceeding available budget.
12. **Fire Marshal's Office, Administration** – Personnel & Fuel, \$17,100. Reallocate budgetary savings from Police, Patrol Division overtime and Community Development, Code Enforcement Division to offset overtime and fuel costs exceeding available budget.
13. **Park Land Dedication Fund** – City Park Improvements, \$26,952. Appropriate funds to repair and improve city parks. The improvements include a retaining wall and new adaptive playground equipment in Stevenson Park as well as modifications to the walking trail. The Leavesley Park Hangar will have secure doors installed as part of the Building Emergency Action Plan. This supplemental funding from the Park Land Dedication Fund will be combined with funding appropriated from the General Fund to complete the projects.

- 14. Street Maintenance Fund** – 2021-2022 Street Maintenance Program C/O#1, \$23,050. Appropriate funds to repair and improve city streets. This supplemental funding from the Street Maintenance Fund will be added to the current contract for 2021-2022 Street Maintenance Program.
- 15. Forest Bend Detention Pond** – Construction Pay Application #2, \$245,250. Appropriate advanced funding for Jerdon Enterprise Pay Application #2 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.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2022-28, related to item 9.A. 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.

ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022, BY APPROVING "BUDGET AMENDMENT XIII" 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.

- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment II" and providing for supplemental appropriation and/or transfer of certain funds.**

This proposed ordinance approves the following budget amendments:

- 1. Prior Year Encumbrance**, \$13,161,218. Appropriate funds for purchase orders issued in fiscal year 2021-22 and outstanding at fiscal year-end, September 30, 2022. Goods and services for these purchase orders will be received and expensed in fiscal year 2023.
- 2. Unencumbered Capital**, \$7,534,165. Re-appropriate funds budgeted for capital expenditures in fiscal year 2021-22; but not expensed at fiscal year-end September 30, 2022. Goods and services will be received and expensed in fiscal year 2022-23. Section 8.06 of the City Charter allows for

funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.

3. **Citywide / Information Technology** – Access Control, \$45,000. Appropriate capital lease proceeds to purchase a replacement Network Switch for the Information Technology Department. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
4. **Municipal Court Fund** – Supplemental Funding Access Control, \$20,300. Appropriate funds to supplement the Access Control project for city facilities. This funding will be used specifically in the Municipal Court area of the Public Safety Building. Funds will be appropriated from the Municipal Court Fund unassigned fund balance.
5. **Keep Friendswood Beautiful** – Fall Haul, \$1,112. Appropriate funds received from the KFB Fall Haul event. The appropriation will be recorded in the Keep Friendswood Beautiful division operating maintenance budget for landscaping.
6. **Public Works – Streets Division** – Utility Trailer Replacement, \$7,095. Appropriate TML-IRP insurance proceeds received in FY2022 to replace a utility trailer that was stolen. The funding source will be unassigned general fund balance.
7. **Parks & Recreation – Parks Division** – Donation for Bench at Dog Park, \$8,345. Appropriate donation received from John Gannon and JGI Outdoor Advertising for the purchase of an 8-foot bench and canopy at the Dog Park. Funds will be appropriated to the Parks and Recreation Department's Parks division capital equipment account.
8. **Library – Renovation Project** – Texas State Library & Archives Commission, \$3,778. Appropriate federal reimbursement funds from Texas State Library & Archives Commission received in FY2022. The Friendswood Public Library will use these funds to renovate an area of the Library to remove partition walls and create an open, flexible space for collaboration and group learning activities. The funding source will be unassigned general fund balance.
9. **Parks & Recreation – H-E-B Lighted Plaza Sponsorship**, \$5,000. Appropriate directed sponsorship received from H-E-B. The sponsorship will go towards additional lighting, signage, and banners at the Plaza in Stevenson Park for the Santa & Lighted Trail program. Funds will be appropriated to Parks & Recreation Department's Recreation Programs community events/programs account.
10. **Engineering – Emergency Street Repair**, \$409,763. Appropriate funds for an emergency street repair on Bay Area Boulevard. The funding source will be unassigned Street Improvements Fund balance.
11. **Engineering – Inlet Repair**, \$49,825. Appropriate funds for an inlet repair on Bay Area Boulevard. This necessary repair was discovered during the emergency repair work on Bay Area Boulevard. The funding source will be unassigned Street Improvements Fund balance.

A motion was made by Councilmember Scott and seconded by Councilmember Harks to approve Ordinance No. 2022-29, related to Item 9.B. 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.

ORDINANCE NO. 2022-29

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 II" 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.

C. Consider an ordinance amending Chapter 2 "Civil Emergencies," Article I "In General," Section 22-1 "Definitions"; Article II "Emergency Management," Section 22-24 "Authority to participate in countywide emergency management plan," Section 22-25 "Emergency management director," Section 22-27 "Organization," Section 22-29 "Expenditure of public funds," and Section 22-30 "Oath of personnel assigned functions or responsibilities"; and Article III "Assistance to Counties and Other Cities," Section 22-58 "Authority of city officials to furnish assistance" and Section 22-59 "Rights and duties of officers" of the Friendswood City Code; and repealing Chapter 22 "Civil Emergencies," Article II "Emergency Management," Section 22-58 "Interlocal agreement adopted" of the Friendswood City Code; to update definitions, duties, authority and references for emergency management activities.

This proposed ordinance updates Chapter 22 "Civil Emergencies" of the Friendswood City Code to update definitions, duties, authority, and references for emergency management activities in conformance with state law and current practice. The following details the proposed changes:

Section	Title	Proposed Change
Article I. In General		
22-1	Definitions	- This section has been amended: - to refine the definition of "emergency," to mirror the definition of a disaster in Tex. Gov't Code §418.004; - to delete the definition of "emergency vehicle" since it is not used elsewhere in the ordinance; and - to add the definition of "organized volunteer group" to mirror the definition in Tex. Gov't Code §418.004
Article II. Emergency Management		
22-24	Authority to participate in countywide emergency management plans	This section has been amended to reflect that the City is located in two counties.
22-25	Emergency management director	- This section has been amended: - to reflect that the powers formerly enumerated are in addition to any others bestowed on the director pursuant to state or federal law; - to change the term "state of disaster" to "state of local disaster" in order to conform to state law;

		- to add the authority of the director to request the governor to proclaim a state of emergency pursuant to Tex. Gov't Code §433.001; - to remove the requirement that a local state of disaster be confirmed by the city council at its next meeting, as such is not a requirement of state law; and - to reflect that the City is located in two counties.
22-27	Organization	This section is updated to reference the National Incident Management System, which is the system that the City will use for the organization, titles, and terminology in an emergency.
22-29	Expenditure of public funds	This section has been amended to recognize that during a declared disaster or state of emergency, the director may expend and commit funds if necessary to protect health, life or property.
22-30	Oath of certain personnel assigned functions or responsibilities	This section has been amended to more closely track state law concerning who is required to take an oath. Tex. Gov't Code §418.005
22-57	Interlocal agreement adopted	This section has been deleted, as it is not necessary to adopt a portion of state law.
Article III. Assistance to Counties and Other Cities		
22-58	Authority of city officials to furnish assistance	This section has been updated to use "disaster" rather than "civil emergency," as "disaster" is a defined term in this ordinance and is used throughout state law.
22-59	Rights and duties of officers	This section has been amended to update the reference the state law, to which agreements related to law enforcement officers are subject. Tex. Loc. Gov't Code §362.003.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to approve the first reading of the proposed ordinance, related to item 9.C. 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.

D. Consider a resolution authorizing the submission of a Community Development Block Grant Mitigation Method of Distribution (CDBG-MIT MOD) application to the Texas General Land Office for infrastructure improvements projects.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Resolution No. R2022-37, related to Item 9.D. 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. R2022-37

A RESOLUTION OF THE CITY COUNCIL OF FRIENDSWOOD, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD) APPLICATION TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT MOD PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE.

E. Consider a resolution adopting both Financial Policies and Procedures along with Procurement Policies and Procedures for the City of Friendswood for Federal Grant Programs.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Resolution No. R2022-38, related to Item 9.E. 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. R2022-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING FINANCIAL POLICIES AND PROCEDURES ALONG WITH PROCUREMENT POLICIES AND PROCEDURES FOR FEDERAL GRANT PROGRAMS AND PROVIDING FOR THE EFFECTIVE DATE.

10. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 10A through 10.D. 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.

- A. Consider accepting the City of Friendswood's FY2021-2022 Asphalt Street Maintenance Program, and the commencement of the contractor's one-year maintenance period.**
- B. Consider approving a banner permit application for The Harbor (Friendswood Community Church) to advertise its annual "Christmas Eve Church Services."**
- C. Consider approving the ad valorem tax report for October 2022.**
- D. Consider approving the minutes of the City Council Regular Meeting held on November 7, 2022.**

11. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the December 5, 2022, City Council Regular Meeting at 6:57 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: January 9, 2023

Date submitted: 11/29/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 9, 2023

Date submitted: 11/29/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the review of the City Attorney's performance during the past year, as well as any action associated with her evaluation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS