



**CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 6, 2023 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL 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 report from Keep Friendswood Beautiful regarding a recommendation to the City Council for the proposed conceptual plan for Stevenson Park Parking Lot.

7. WORK SESSION TOPICS

- A. Receive and discuss an update regarding the Capital Improvement Projects.

8. PROPOSED FLUM AMENDMENT AND ZONE MAP AMENDMENT CONCERNING 401 N. FRIENDSWOOD DR.

- A. Conduct public hearings regarding a 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home, located at 401 N. Friendswood Drive, 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 Low-Density Residential and (ii) a request for a zone classification change from a Community Shopping Center District (CSC) 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 a Community Shopping Center District (CSC) to a Single-Family Residential Dwelling District (SFR) for a 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home, located at 401 N. Friendswood Drive, Friendswood, Galveston County, Texas.

9. CITY MANAGER'S REPORT

- A. Recognize Renee Kross and Heather Van Dine for completing their Texas Municipal Clerk's Association (TMCA) certification/recertification.

10. BUSINESS ITEM

- A. Consider awarding the 2023 Tank Rehabilitation Project to AO Industrial Solutions, LLC (Bid 2023-01).
- B. Consider authorizing a Professional Services Agreement with Azavar Audit Solutions, Inc., d/b/a Azavar Government Solutions, for revenue and tax consulting services through The Interlocal Purchasing System.
- C. Consider approving banner permit applications for the Knights of Columbus Council 8494's Fish Fry to be held at Mary Queen Catholic Church.

11. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider a resolution in support of the abolition of the Office of the County Treasurer in Galveston County.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment IV" and providing for supplemental appropriation and/or transfer of certain funds.
- C. Consider an ordinance ordering the City of Friendswood General Election to be held on May 6, 2023, for the purpose of electing councilmembers for Position Nos. 2 and 5.

12. CONSENT AGENDA

- A. Consider a resolution designating the Mayor as the City's representative in seeking eligible grant funds under the General Victim Assistance Direct Services Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.
- B. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program to fund the purchase of Mobile Fingerprint Readers to be used by patrol division to collect the fingerprint of potential individuals on traffic stops, active scenes, or at crime scenes to ascertain positive identification and potential warrant status; and authorizing a representative to accept or affirm any resulting grant award.
- C. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program to fund the purchase of EMS Response Supplies for Friendswood EMS specifically designed to treat abdominal wounds and will be maintained to respond to active attacks; and authorizing a representative to accept or affirm any resulting grant award.
- D. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-24 Urban Area Security Initiative Grant Program to fund the purchase of training equipment for use in the Tactical Combat Casualty Care course for EMS, Police and Fire first responders; and authorizing a representative to accept or affirm any resulting grant award.

- E. Consider authorizing the final acceptance of the Red Ball Oxygen Waterline Improvements Project at the completion of the contractor's one-year maintenance period and release the maintenance bond.
- F. Consider authorizing a Memorandum of Understanding with the Estate of George A. Bofysil, Jr., concerning the timing of the Estate's payment of its portion of the Developer Contribution under the Agreement for Funding of Public Improvements dated May 7, 2018.
- G. Consider a resolution authorizing the Agreement for the Temporary Closure of State right-of-way with the Texas Department of Transportation for the temporary closure of FM 2351 for the 2023 Youth Sports Day Parade.
- H. Consider authorizing the purchase of replacement modems for the City's lift stations, water wells, and surface water plants as well as equipment necessary to provide updated connectivity and remote monitoring of the modems from RCN Technologies through the Texas Department of Information Resources.
- I. Consider authorizing the Fourth Amendment to the Contract for Professional Services -- Engineer with Kimley-Horn and Associates, Inc., for the Utility Relocation Project and the Deepwood Flood Control Project to perform Phase I Cultural Resources Surveys.
- J. Consider authorizing Change Order No. 5 with Christensen Building Group, LLC, for the Fire Station No. Two Reconstruction and Training Field Upgrades Project.
- K. Consider approving the ad valorem tax report for December 2022.
- L. Consider approving the minutes of the City Council Regular Meeting held on January 9, 2023.

13. 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
2nd day of February 2023, at 6:00 p.m.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/26/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive report from Keep Friendswood Beautiful regarding a recommendation to the City Council for the proposed conceptual plan for Stevenson Park Parking Lot.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

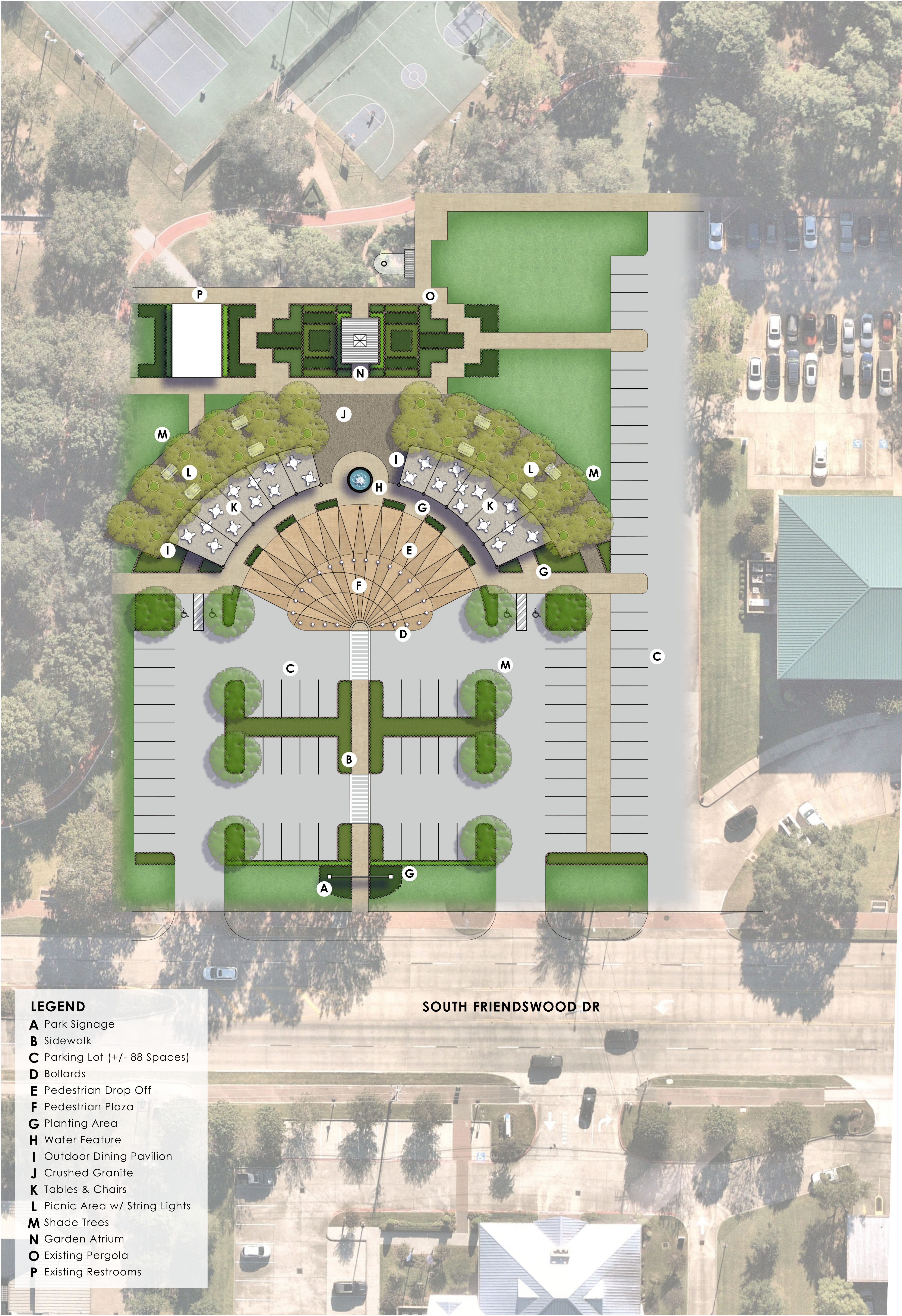
Keep Friendswood Beautiful met on January 24, 2023, to discuss and take action on providing a recommendation to City Council regarding the conceptual plan of the Stevenson Park Parking Lot. After discussion, KFB voted to recommend Concept C.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Stevenson Concept A_2022-11-21
2. Stevenson Concept B_2022-11-21
3. Stevenson Concept C_2022-11-21
4. 2022-1-10_StevensonPark_Project Presentation



LEGEND

- A** Park Signage
- B** Sidewalk
- C** Parking Lot (+/- 88 Spaces)
- D** Bollards
- E** Pedestrian Drop Off
- F** Pedestrian Plaza
- G** Planting Area
- H** Water Feature
- I** Outdoor Dining Pavilion
- J** Crushed Granite
- K** Tables & Chairs
- L** Picnic Area w/ String Lights
- M** Shade Trees
- N** Garden Atrium
- O** Existing Pergola
- P** Existing Restrooms

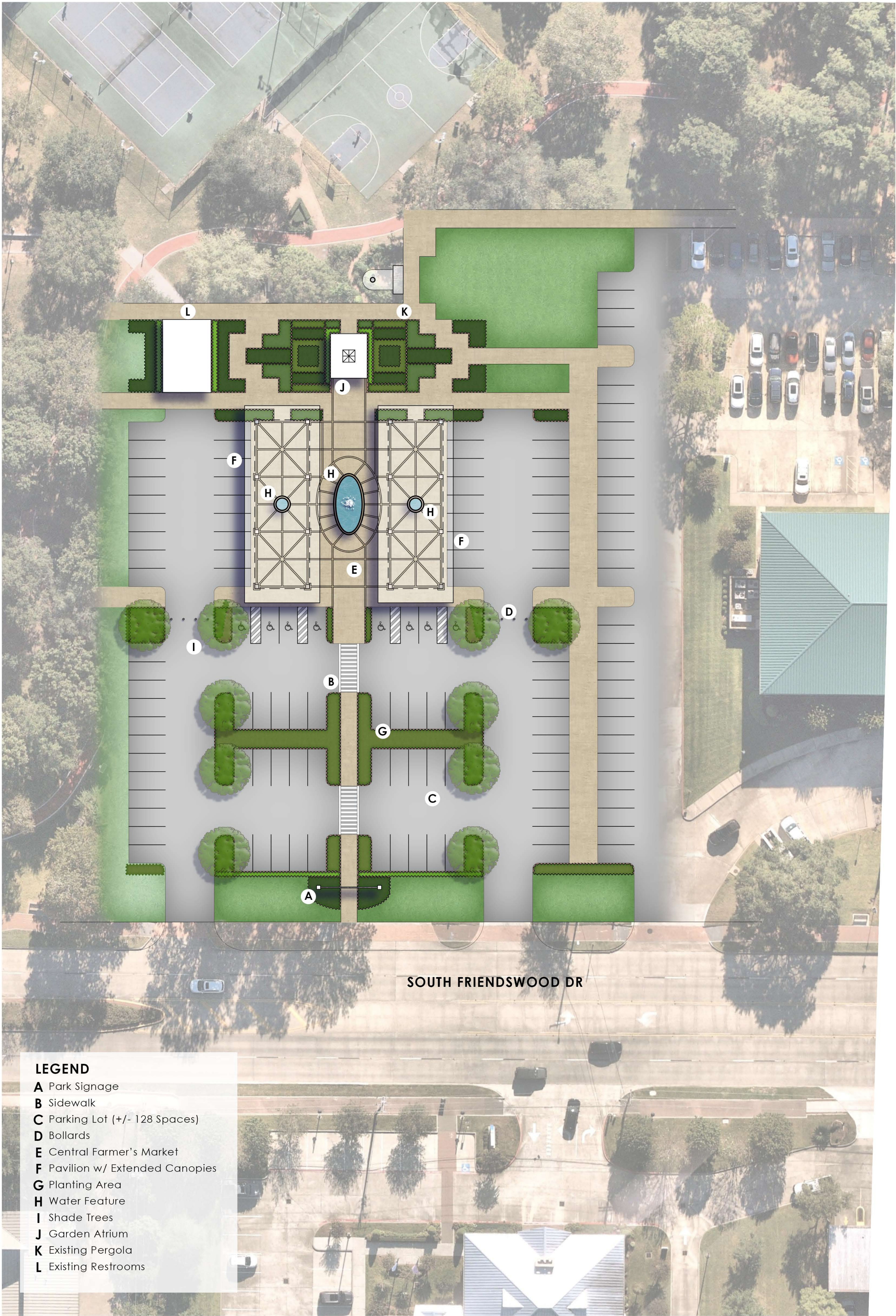
SOUTH FRIENDSWOOD DR

STEVENSON PARK | CONCEPT A

NOVEMBER 2022 | SCALE: 1"=20'-0"



These drawings and the information contained herein are for general presentation purposes only, and are not intended nor shall be used for design or as construction plans. The Owner reserves the right to modify or change all designs without notice to the public.



LEGEND

- A** Park Signage
- B** Sidewalk
- C** Parking Lot (+/- 128 Spaces)
- D** Bollards
- E** Central Farmer's Market
- F** Pavilion w/ Extended Canopies
- G** Planting Area
- H** Water Feature
- I** Shade Trees
- J** Garden Atrium
- K** Existing Pergola
- L** Existing Restrooms

STEVENSON PARK | CONCEPT B

NOVEMBER 2022 | SCALE: 1"=20'-0"



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LEGEND

- A** Park Signage
- B** Parking Lot (+/- 108 Spaces)
- C** Overflow Parking
- D** Synthetic Turf
- E** Bench Seating
- F** Planting
- G** Shade Tree
- H** Pavilion with Overhang
- I** Proposed Storage Building
- J** Proposed Stage
- K** Proposed Restrooms
- L** Sidewalk
- M** Picnic Area with String Lights
- N** Garden Atrium
- O** Existing Pergola
- P** Bollards
- Q** 15'x15' Vendor Area

SOUTH FRIENDSWOOD DR

STEVENSON PARK | CONCEPT C

NOVEMBER 2022 | SCALE: 1"=20'-0"



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PROJECT LOCATION

Friendswood, Texas

OFFICE LOCATION

Houston

PRESENTERS

Louis Cutaia

Casey Collins

Stevenson Park

Friendswood, Texas



Halff Associates, Inc.



Casey Collins, PLA

Landscape Architecture Team Leader



Louis Cutaia, AICP

Planning Team Leader



Arexy DeLeon

Landscape Designer



Emily Barker

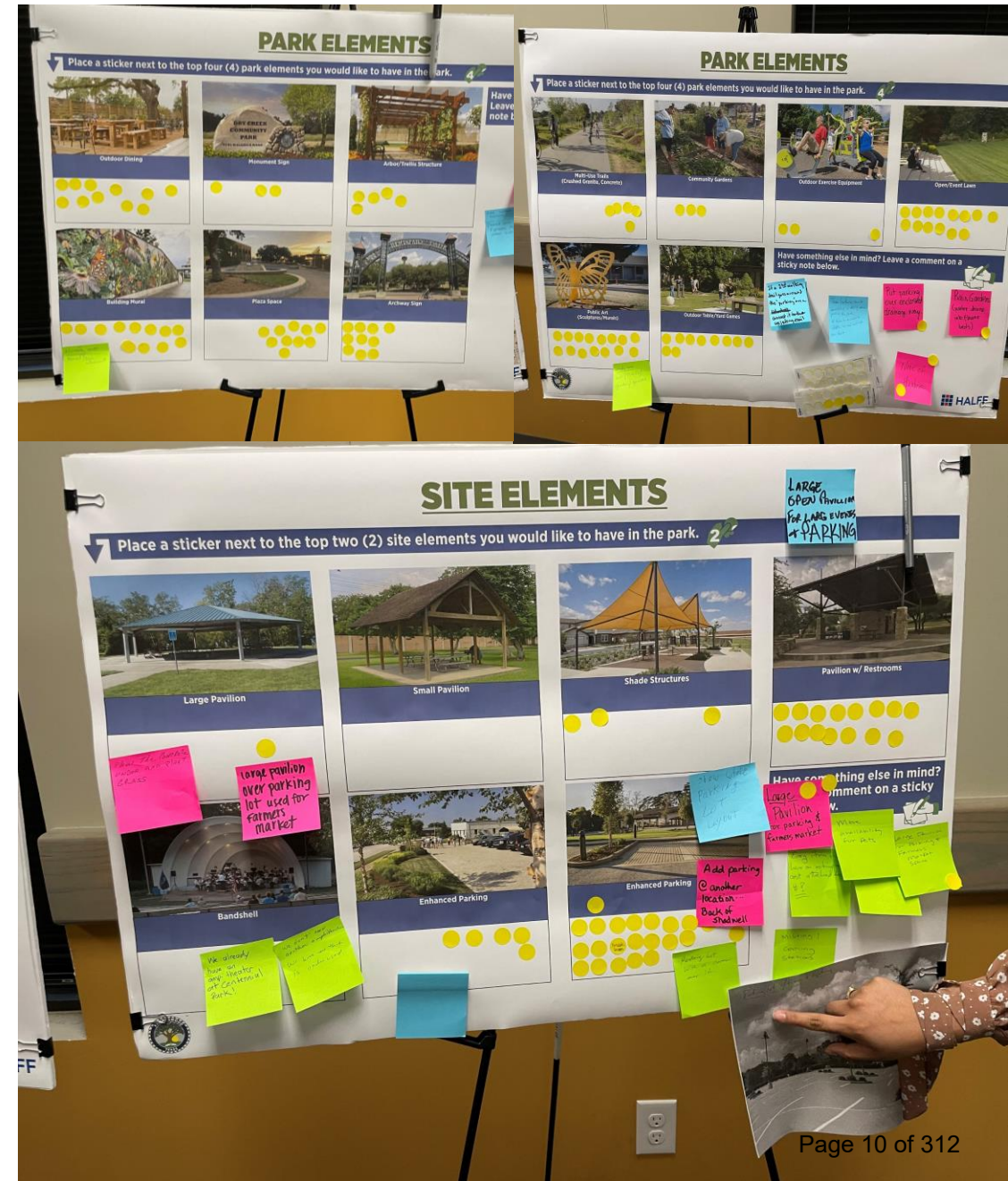
Entry-Level Planner



MEETING NO. 1 RECAP

September 20, 2022

- 30 – 40 community members in attendance
- Positive feedback from the community regarding enhancements to parking such as permeable pavers or landscaping
- Concern over removal of parking spaces





MEETING NO. 2 RECAP

October 25, 2022

- Approximately 30 community members in attendance including students from Friendswood High School
- Positive feedback regarding outdoor dining, restroom improvements, and parking enhancements
- Concern over accessibility and ADA compliant improvements





MEETING NO. 3 RECAP

November 29, 2022

- Top 3 desired amenities from engagement:
 - Enhanced Parking (Materials) – 36
 - Pavilion w/ Restrooms – 27
 - Outdoor Dining – 25
- Additional desired amenities include:
 - Covered parking for farmer's market events
 - Shaded parking areas
- Presented final concepts





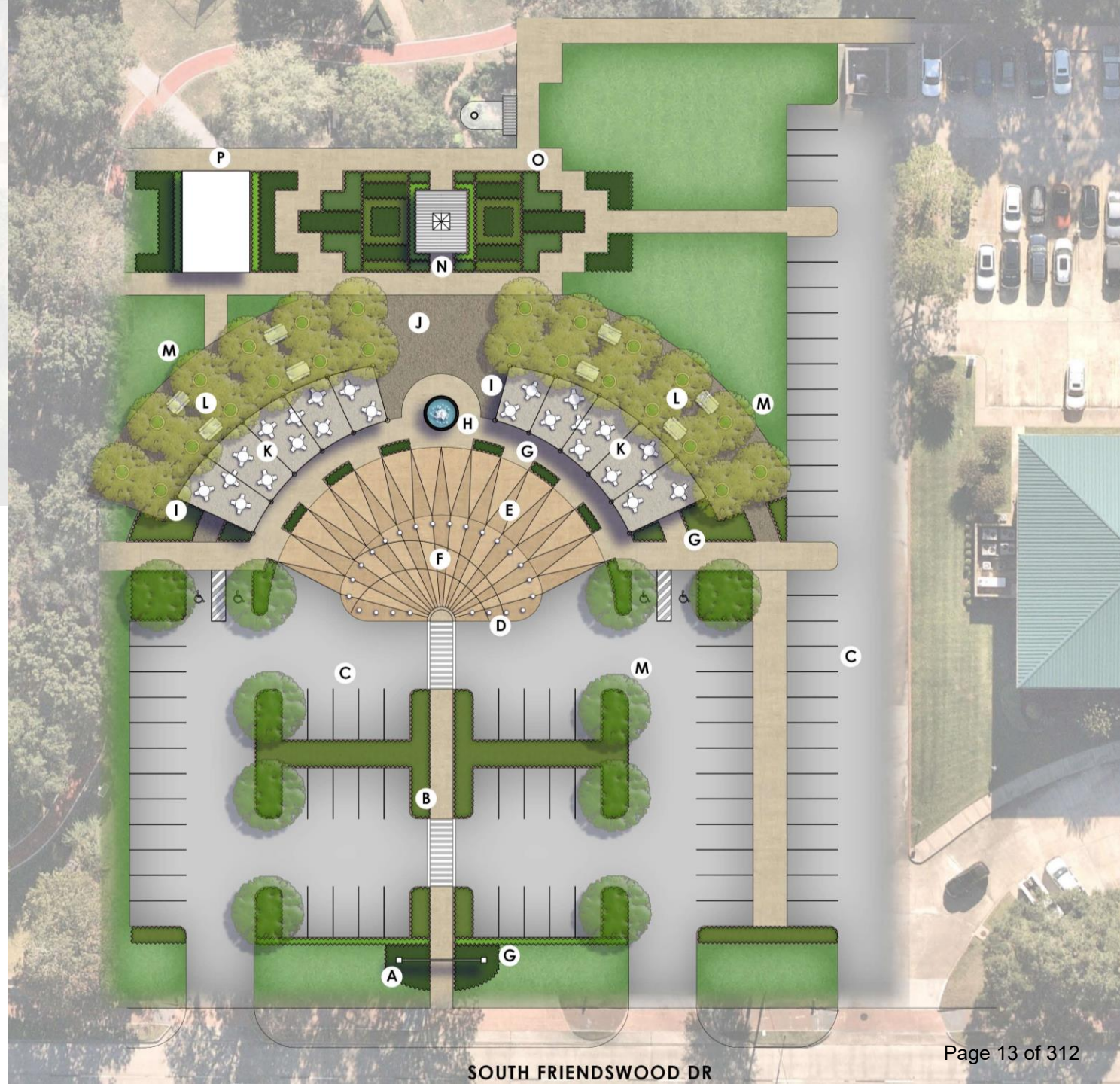
CONCEPT A

+/- \$3.4 M



LEGEND

- A** Park Signage
- B** Sidewalk
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SOUTH FRIENDSWOOD DR

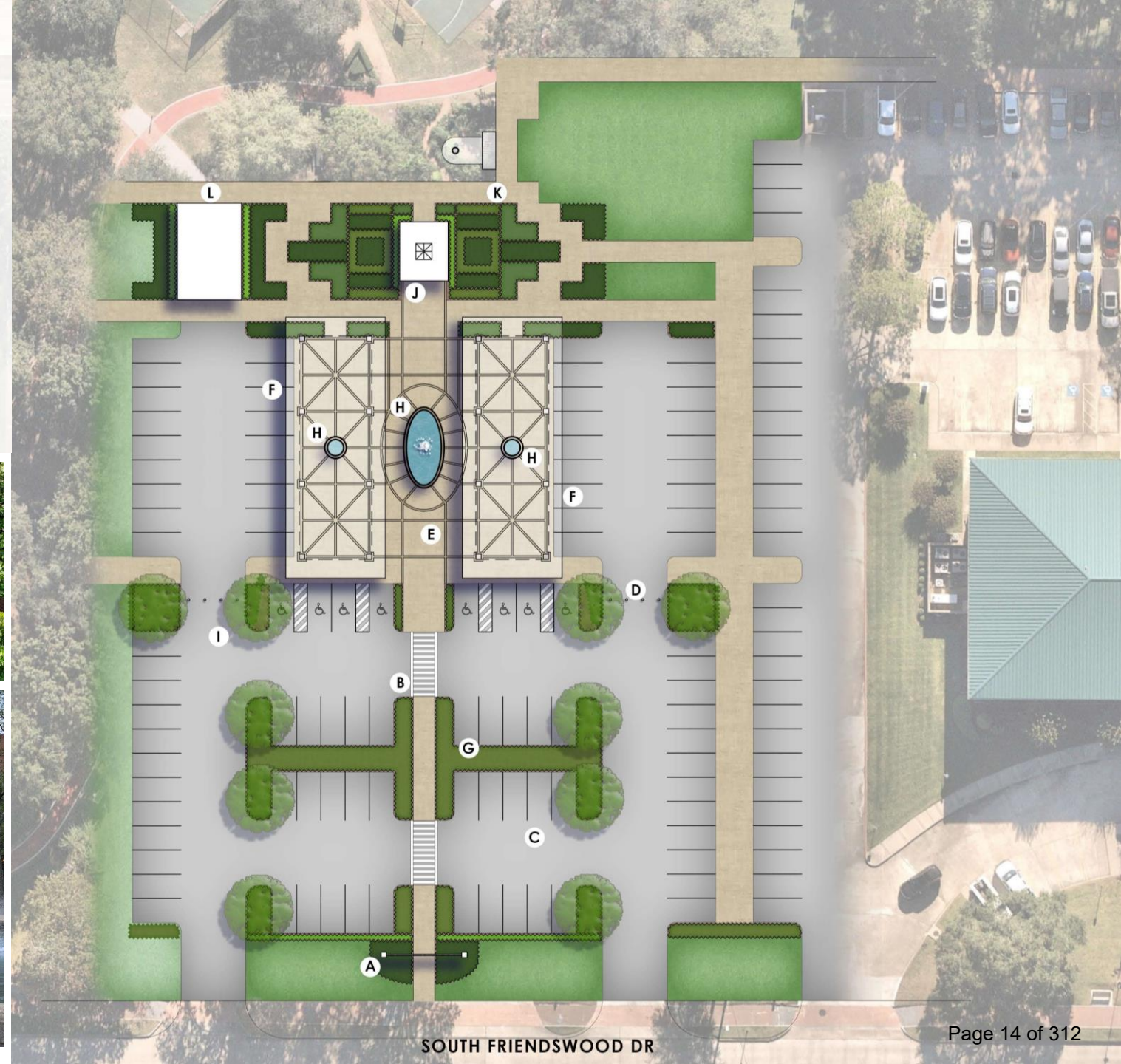
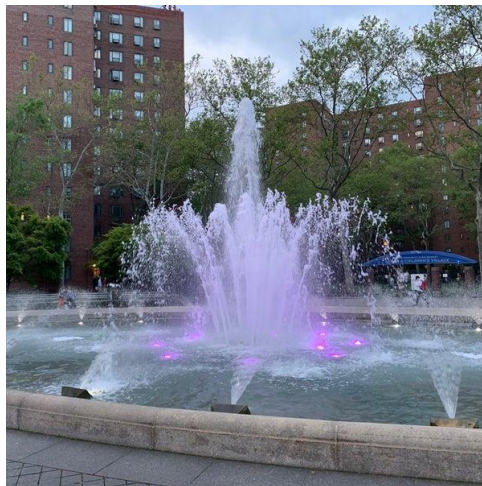


CONCEPT B +/- \$5.0 M



LEGEND

- A** Park Signage
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SOUTH FRIENDSWOOD DR



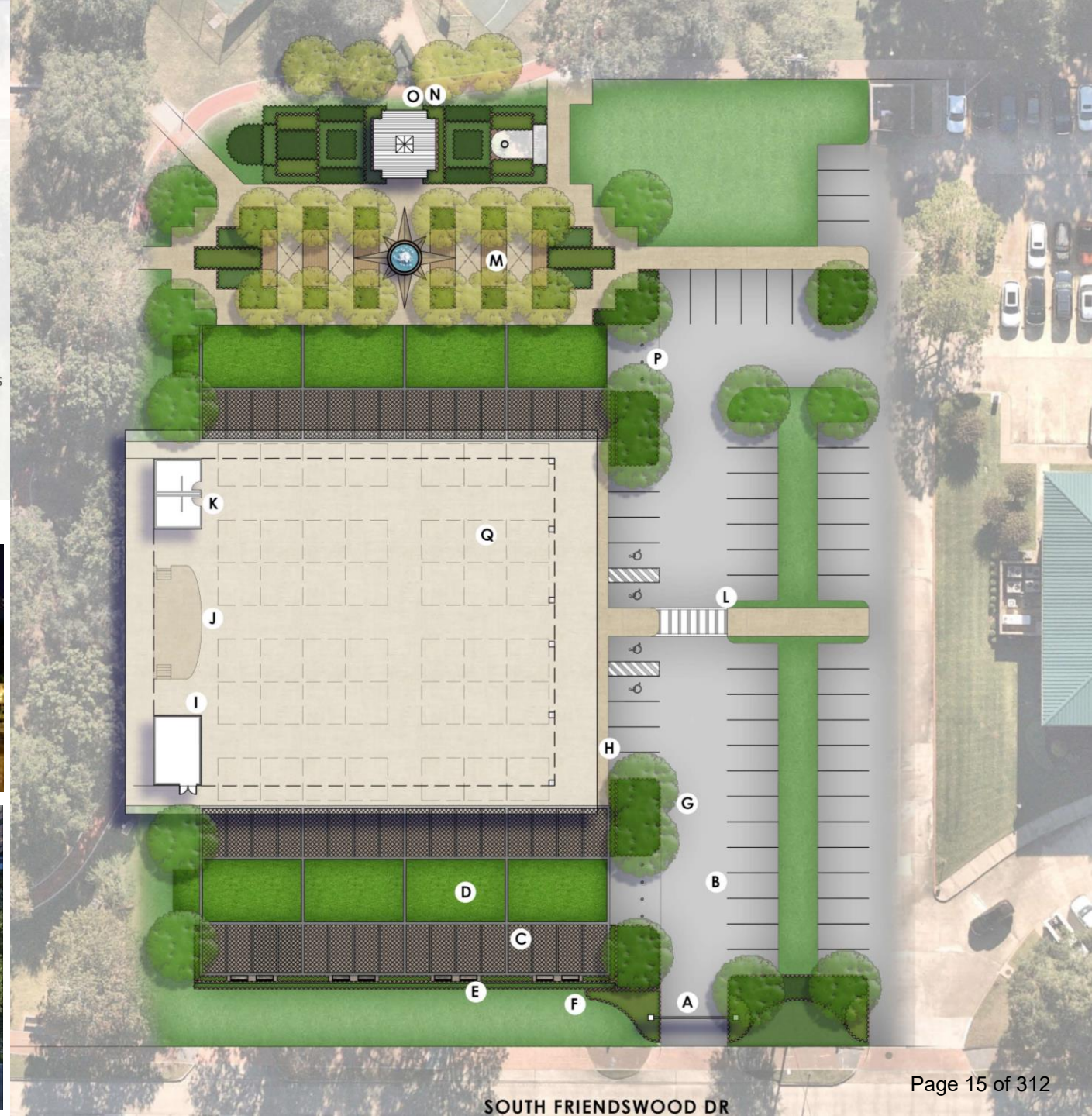
CONCEPT C

+/- \$9.4 M



LEGEND

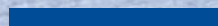
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- O Existing Pergola
- P Bollards
- Q 15'x15' Vendor Area



SOUTH FRIENDSWOOD DR



QUESTIONS





CONTACT INFORMATION

CASEY COLLINS, PLA

(713) 380-4386, ccollins@halff.com

LOUIS CUTAIA, AICP

(346) 355-6508, lcutaia@halff.com

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 12/20/2022

Prepared by: Glenda Faulkner, Executive Secretary

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

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

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

The update will be in the form of a PowerPoint presentation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP February 2023

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood Drive

STATUS:

Construction 68% complete

Masonry and metal panels in place, interior framing in progress.

Target date: May 2023



Public Safety Building Expansion

LOCATION:

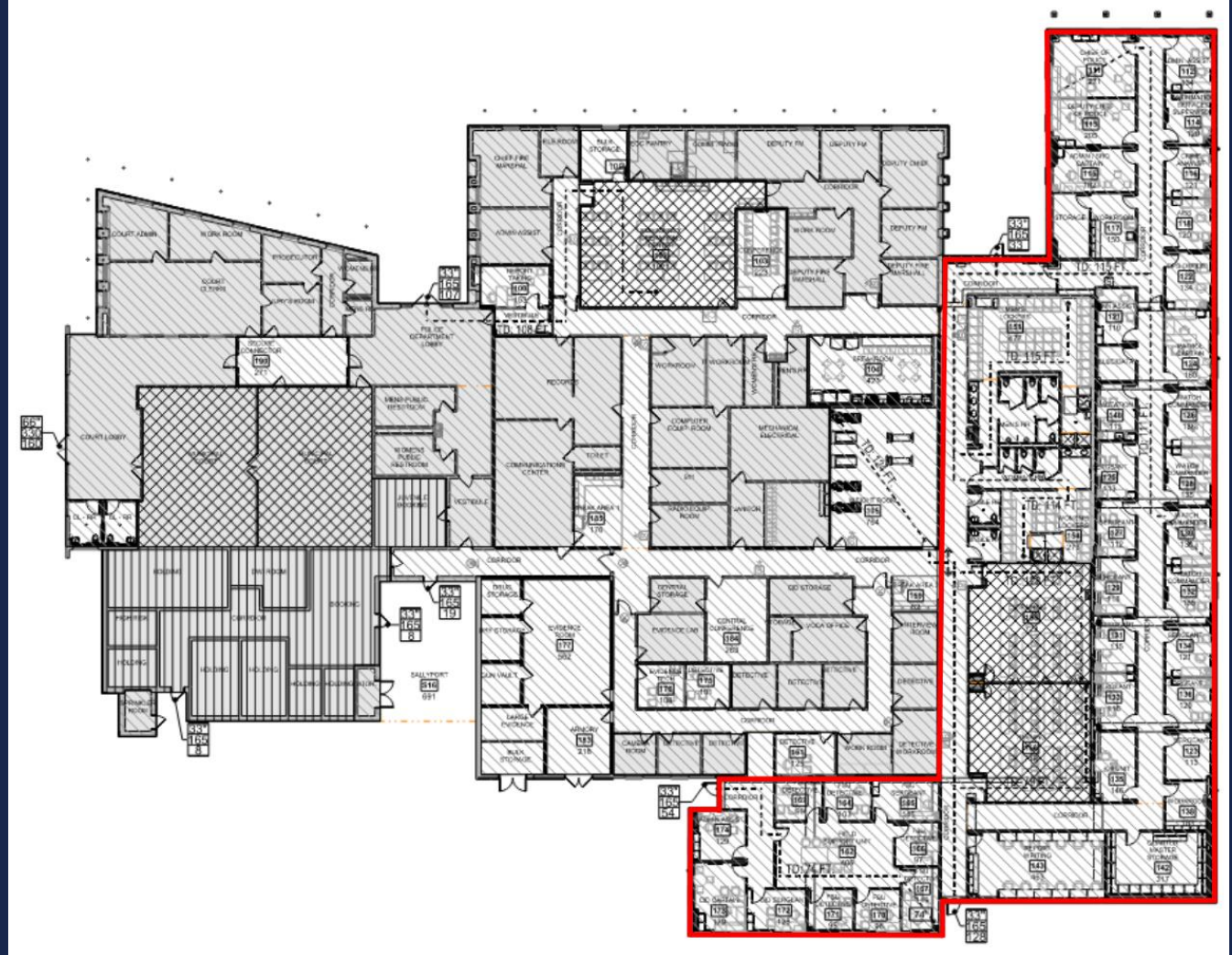
1600 Whitaker Drive

STATUS:

Construction 94% complete

Interior work ongoing

Target date: April 2023



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Renovation project began 1/17/23

All operations have been moved to right 1/3rd of the building, still operational 24/7

Shelter renovation component will commence after substantial completion of new offices



Blackhawk Blvd - Phase II-B

LOCATION:

Blackhawk Boulevard (Geneva Dr to Pennystone Way)

STATUS:

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

90% Plans have been delivered to the City

Joint Plan Review slated for February 7th

Will be out to bid within the next few weeks



Blackhawk Blvd - Phase II-C

LOCATION:

Blackhawk Boulevard (Pennystone Way to FM 2351; Thursa Lane to FM 528)

STATUS:

Precinct 2 has opened up application period for its 2023 Partnership Program

City Staff currently evaluating maximum amount available towards City's 50% contribution/match



24" Clear Creek Water Line Crossing Project

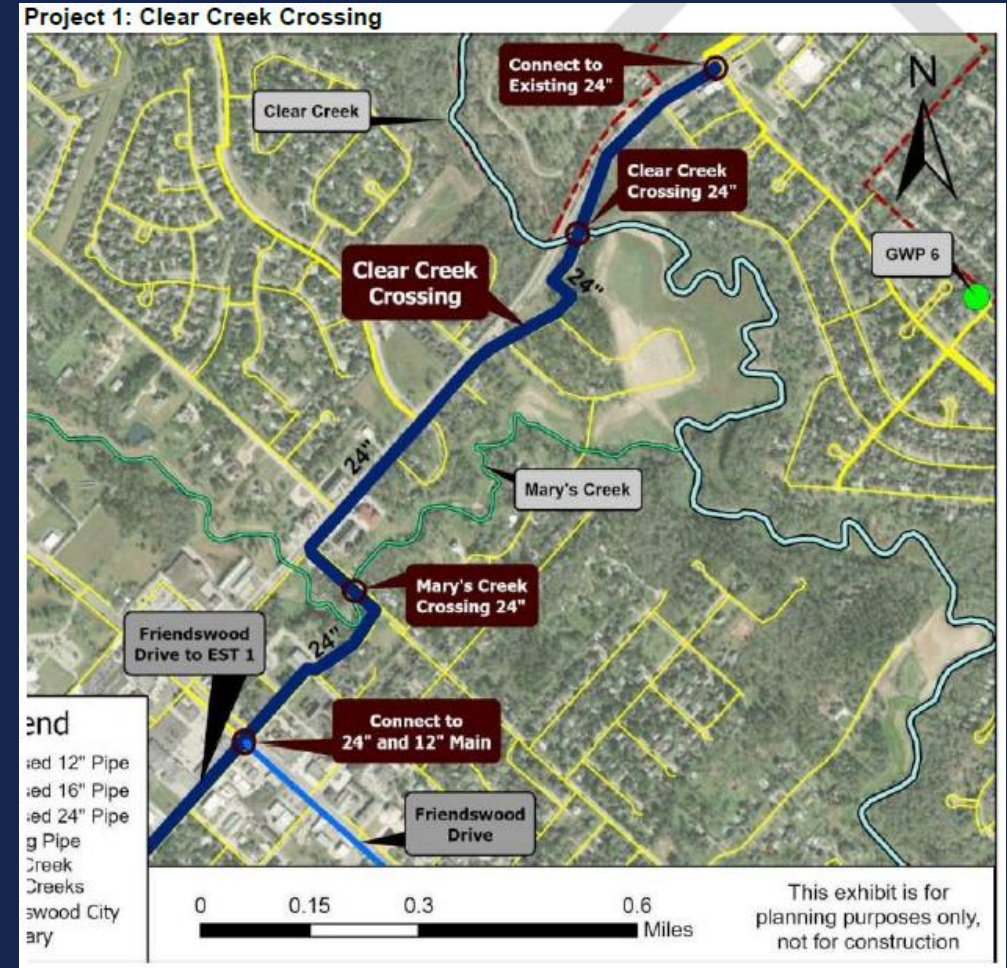
LOCATION:

Generally parallel to FM 2351, from Surface Station 2 to FM 518

STATUS:

Engineering contract awarded January 2023

Preliminary Engineering Report to be delivered first



Surface Water Plant #1 Tank Replacement

LOCATION:

Surface Water Plant #1, Blackhawk Boulevard behind Calvary Church

STATUS:

Engineering contract awarded January 2023

Preliminary Engineering Report to be delivered first



Ground Storage Tank at Ground Water Plant #4

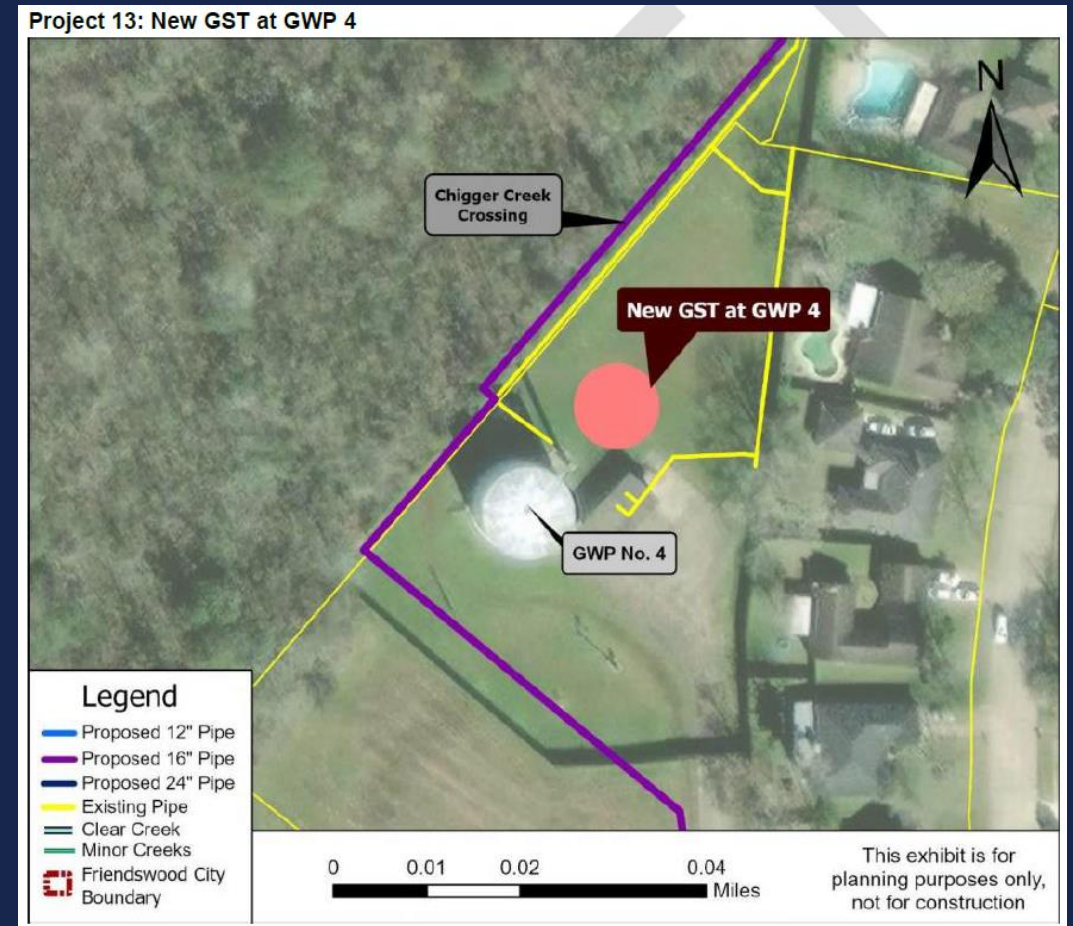
LOCATION:

Ground Water Tank #4, 500 W. Castle Harbour

STATUS:

Application submitted to the Texas General Land Office to fund project

Request for Qualifications for consulting engineer as soon as given the green light by the GLO



Annalea Subdivision Infrastructure Upgrades

LOCATION:

Annalea Subdivision
Virginia Lane
Ella Court

STATUS:

Application submitted to the Texas General Land Office to fund project

Request for Qualifications for consulting engineer as soon as given the green light by the GLO

Will replace undersized aging waterlines and concrete streets will be reconstructed



2023 Impact Fee Assessment Study

LOCATION:

n/a

STATUS:

Request for Qualifications released for a firm capable of using generally accepted engineering and planning practices to complete the 2023 update to the City's Impact Fee Assessment.

City of Friendswood, Texas

Request for Qualifications



2023 Water and Wastewater Utility Impact Fee Project
RFQ No. 2023-04

Bay Area Boulevard Update

LOCATION:

Bay Area Boulevard south of FM 528

STATUS:

Contractor delayed repeatedly by wet weather pattern – not a typical La Niña winter

Lime for soil stabilization difficult to obtain due to large order across the region

Between January 19th & 29th alone, parts of the Harris County have received their normal allotment of rain for December, January, and February*

As a result, soils remain waterlogged



TxDOT Projects

FM 518 Curb & Ramp Project

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



TxDOT Coordination

FM 518/FM 528 Intersection Improvements

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



Questions / Comments



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 12/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct public hearings regarding a 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home, located at 401 N. Friendswood Drive, 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 Low-Density Residential and (ii) a request for a zone classification change from a Community Shopping Center District (CSC) to a Single-Family Residential Dwelling District (SFR).

Originating Department: Community Development

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 401 N. Friendswood Drive, Friendswood, Galveston County, Texas. The subject property is located between the Retail and Low-Density Residential FLUM land use categories. 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 request is to change the zoning for a portion of a parcel from Community Shopping Center (CSC) to Single Family Residential Dwelling (SFR) to allow the owner of the adjacent funeral home to build a home near his business. The area of the proposed lot meets the minimum lot size requirements for SFR, and a private road will be required to access the property.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The zone change request does not meet the zoning identified Future Land Use Map (FLUM); if recommendation of approval is given, the FLUM will also need to be amended.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held January 12, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Sasson and Koerner were absent) on a motion to approve the requested zone change. The full recommendation memo is included in the attachments.

ATTACHMENTS

1. PZ Rec Memo 401 N Friendswood Dr 01-18-2023
2. Application_401 N Friendswood Dr
3. Deed_401 N Friendswood Dr
4. Metes Bounds_401 N Friendswood Dr
5. Aerial Map_401 N Friendswood Dr
6. Location Map_401 N Friendswood Dr
7. Zoning Map_401 N Friendswood Dr
8. FLUM_401 N Friendswood Dr
9. Rezoning Report 401 N Friendswood Dr

Memo

To: Mayor and City Council

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

Date: January 18, 2023

Re: Zone classification change request to change from Community Shopping Center (CSC) to Single Family Residential (SFR) for 36,823 square feet of land out Lot 1 of the Final Plat of Jeter Memorial Funeral Home located at 401 N Friendswood Drive, Friendswood, Galveston County, Texas



At the Planning and Zoning Commission meeting held January 12, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Sasson and Koerner were absent) on a motion to approve the requested zone change.

If granted, this zone change would allow the owner of the adjacent funeral home to build a home near his business. The area of the proposed lot meets the minimum lot size requirements for SFR, and a private road will be required to access the property. The portion of the current tract that is adjacent to FM 518 will remain zoned as CSC.

The adjacent neighbor attended the meeting and supported the request. The Commission is forwarding a positive recommendation for this zone change request.



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: 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: 401 N. Friendswood Dr.

Platted Land – Plat Name: Jeter Memorial Funeral Home Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description SEE EXHIBIT "A"

OWNER NAME: Gregory O. Jeter Phone: 281-381-9669

Owner's Mailing Address: P.O. Box 1486

City: Friendswood State: TX Zip: 77546 Fax: 281-992-8772

Owner's Email Address: jeter@flash.net

AGENT'S NAME: Sean Rives Phone: 281-482-3395

Agent's Mailing Address: 3106 Creek Bend Drive

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

Agent's Email Address: Sean@rivesdesigners.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: 11-18-22

Agent's Signature: [Signature] Date: 11-18-22

Received By: <u>Bennett</u>	Application Number: <u>2022-0060</u>
Date of Public Hearing: <u>1-12-23 + 2-6-23</u>	Received Date: <u>11-21-22</u>
Property Owner Notices: <u>12-30-22</u>	Newspaper Notice: <u>12-19-22</u>
	Sign on Property: <u>12-30-22</u>

Special Warranty Deed

Date: Feb 5, 2018

Grantor: Pauletta Adler Jeter

Grantor's Mailing Address:

703 West Edgewood Dr.
Friendswood, Texas 77546
Galveston County

Grantee: Gregory O. Jeter

Grantee's Mailing Address:

311 N Friendswood Dr.
Friendswood, Texas 77546
Galveston County

Consideration:

The division of property in Cause No. 17-FD-0154, styled "In the Matter of the Marriage of Pauletta E. Jeter and Gregory O. Jeter," entered in County Court at Law Number 2 of Galveston County, Texas, and ten dollars and other valuable consideration paid by Grantee, and Grantee's assumption and agreement by Grantee to pay and discharge, as the same shall become due and payable according to the terms thereof, all principal and interest now remaining unpaid on that one certain RENEWAL, EXTENSION AND MODIFICATION OF NOTE AND LIEN (hereinafter referred to as "Mortgage") in the principal amount of ONE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FORTY TWO AND 04/100 DOLLARS (\$ 133,442.04), together with any interest thereon on the unpaid balance and payable to the order of TEXAS GULF BANK, N.A. (hereinafter referred to as "Mortgagee") under the terms and conditions therein set forth, reference to said Note being made hereby for all purposes; the payment of said Note being secured by a vendor's lien and superior title retained in a real estate lien note, dated April 25, 2011, in the original principal sum of \$ 187,000, the subject of a deed of Trust, Security Agreement—Financing Statement filed of record on April 27, 2011, under County Clerks' File No. 2011021171, in the Official Records of Galveston County, Texas; further the subject of a Renewal, extension and modification of note and lien dated April 25,

2016, filed of record on June 3, 2016, under County Clerk's File No. 2016032544, in the official records of Galveston County, Texas; and all amounts left owing and unpaid on such notes (said liens and security interest granted by the documents hereinabove set forth being hereinafter referred to as "Underlying Liens"; said documents creating the Underlying Liens being hereinafter referred to as "Underlying Documents"); and Grantee further assuming and promising to keep and perform all covenants, agreements and obligations of Grantor as set forth in the Underlying Documents, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, her complete and full undivided interest in the property, together with a like interest in the improvements situated thereon.

Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility service at the property, and all funds held in escrow for payment of taxes and insurance premiums.

Property (including any improvements):

A 1.5739 acre tract of land (called 1.636 acres) being the same land described in deed recorded in Volume 1503, Pages 121 and 122, Galveston County Deed Records, and being out of the Perry and Austin League, Abstract 20, Galveston County, Texas, granted to Perry and Austin in Patent No. 149, Page 7 and being part of a 306 acre tract described in deed recorded in Volume 212, Page 24 of the Deed Records of Galveston County, Texas: being the same land described in a Deed of Trust Security Agreement –Financing Statement recorded on April 27, 2011, under County Clerk's File No. 2011021171, in the Official Records of Galveston County, Texas, and being more particularly described by metes and bounds hereto on Exhibit A and made a part hereof for all purposes.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Grantor reserves no interest in any oil, gas, and other minerals in and under and that may be produced from the property.

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns

forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

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

Grantee assumes all ad valorem taxes due on the property for the current year.

Pauletta Adler Jeter

Pauletta Adler Jeter

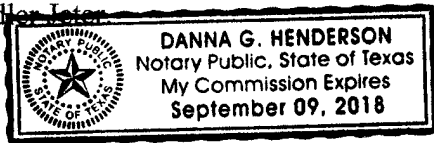
This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS
COUNTY OF GALVESTON

§
§

This instrument was acknowledged before me on February 5, 2018 by Pauletta

~~Adler Jeter~~



Danna G. Henderson
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

SKILLERN LAW PLLC
701 N. Post Oak #207
Houston, Texas 77024
Tel: (713) 229-8855
Fax: (713) 481-8800

AFTER RECORDING RETURN TO:

Gregory O. Jeter
311 N Friendswood Dr.
Friendswood, Texas 77546

EXHIBIT A

FIELD NOTE DESCRIPTION OF A 1.5739 ACRE TRACT OF LAND (CALLED 1.636 ACRES) BEING THE SAME LAND DESCRIBED IN DEED RECORDED IN VOLUME 1503, PAGES 121 AND 122, GALVESTON COUNTY DEED RECORDS, AND BEING OUT OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 20, GALVESTON COUNTY, TEXAS, GRANTED TO PERRY AND AUSTIN IN PATENT NO. 149, PAGE 7 AND BEING PART OF A 306 ACRE TRACT DESCRIBED IN DEED RECORDED IN BOOK 212, PAGE 24 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch iron rod set for corner in the northeast line of the aforementioned 306 acre tract which bears S 46° 23' 00" E a distance of 457.00 feet from the north corner of said 306 acre tract;

THENCE S 46° 23' 00" E along the northeast line of said 306 acre tract, a distance of 191.00 feet to a 5/8 inch iron rod found for corner, also being the north corner of a 1.5609 acre tract of land described in deed recorded in Film Code 010-24-0653 in the Office of the County Clerk of Galveston County, Texas;

THENCE S 43° 37' 00" W along the northeast line of said 1.5609 acre tract, a distance of 342.76 feet to an "X" set in concrete walk for corner in the northeast right of way line of F.M. 518, (North Friendswood Drive) (100' wide);

THENCE in a northwesterly direction along the northeast right of way line of F.M. 518, following a curve to the left having a radius of 2914.79 feet and a central angle of 03° 48' 59", a distance of 194.16 feet to a ½ inch iron rod set for corner;

THENCE N 43° 37' 00" E a distance of 377.34 feet to the PLACE OF BEGINNING and containing 1.5739 acres of land, more or less.

FILED AND RECORDED

Instrument Number: 2018012273

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 03/01/2018 2:30PM

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

EXHIBIT "A"

PROPOSED RESIDENTIAL ZONE CHANGE

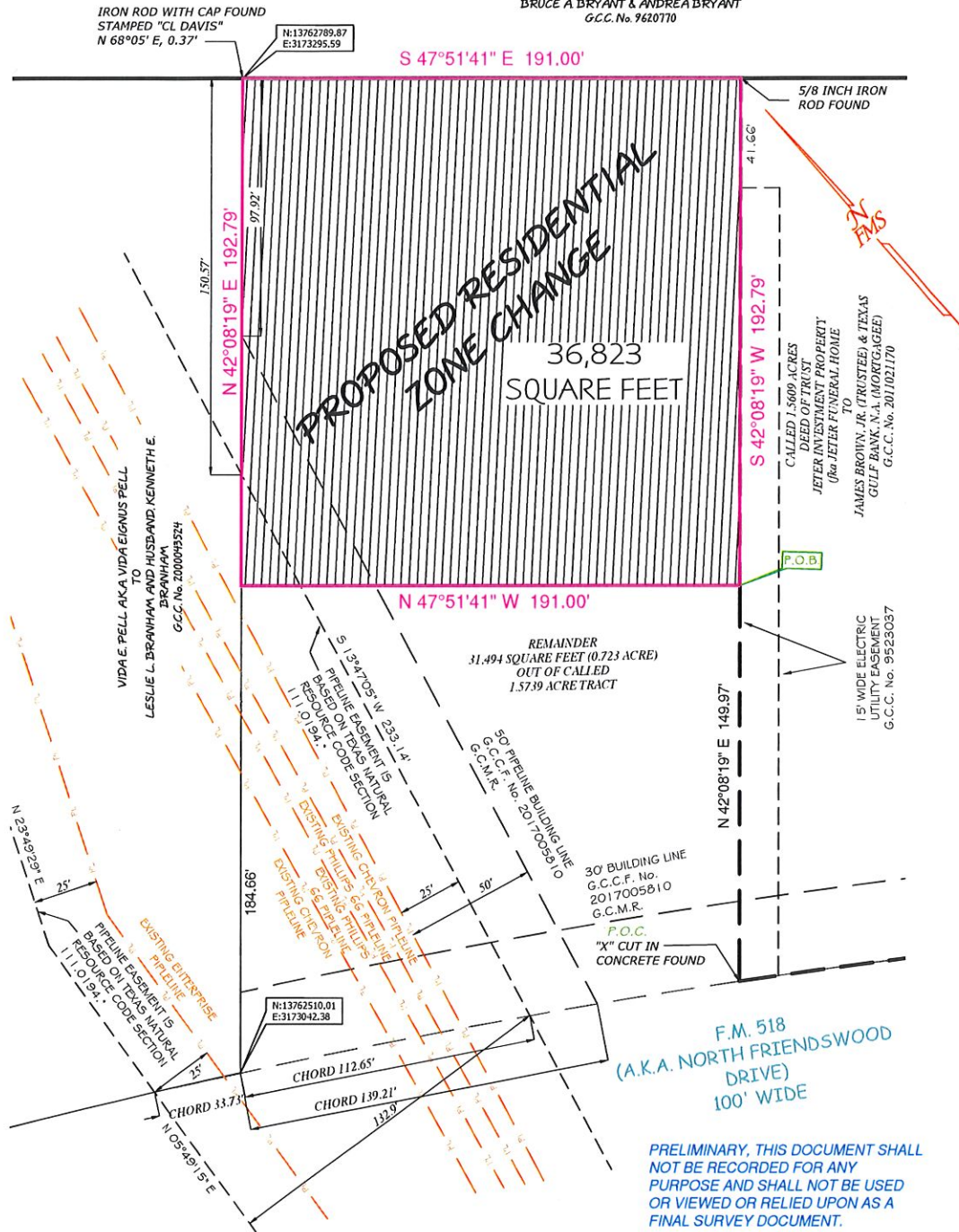
NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999869419.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

G.C.C. GALVESTON COUNTY CLERK
No. NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING

ASSOCIATED PROPERTIES
TO
BRUCE A BRYANT & ANDREA BRYANT
G.C.C. No. 9620770



SCALE: 1"=50'
DATE: NOVEMBER 17, 2022

SURVEYOR:
F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530, EMAIL:
rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 54557
DRAFTING: REC
www.fmssurveying.com



36,823 SQUARE FEET
FOR THE PURPOSES OF
A RESIDENTIAL ZONE CHANGE
OUT OF THE FINAL PLAT OF JETER
MEMORIAL FUNERAL HOME COMPRISED
OF A CALLED 1.5739 ACRE TRACT OF
LAND RECORDED UNDER G.C.C. No.
2011021170 & CALLED 1.5609 ACRE
TRACT OF LAND RECORDED UNDER G.C.C.
No. 2011021170 AND BEING SITUATED IN
THE EMILY M. AUSTIN LEAGUE, ABSTRACT
20 CITY OF FRIENDSWOOD, COUNTY OF
GALVESTON, TEXAS.

SHEET 1 OF 2

EXHIBIT "B"

PROPOSED RESIDENTIAL ZONE CHANGE

METES & BOUNDS DESCRIPTION

OF

a 36,823 square foot tract of land for the purposes of a Residential Zone Change, out of a 3.135 acre tract of land as shown on the Final Plat of Jeter Memorial Funeral Home, recorded under Galveston County Clerk's File Number (G.C.C.F. No.) 2017005810, Galveston County Map Records (G.C.M.R.), also comprised of a called 1.5739 acre tract of land recorded under G.C.C.F. No. 2011021170 & a called 1.5609 acre tract of land recorded under G.C.C.F. No. 2011021170 and being situated in the Emily M. Austin League, Abstract 20, with said 36,823 square foot tract of land being further described in metes and bounds as follows:

COMMENCING at a "X" cut in concrete found at the Southeast corner of said 1.5609 acre tract, at the Southwest corner of said 1.5739 acre tract, in the Northeast right-of-way line of F.M. 518 (aka North Friendswood Drive) called a 100 feet in width as shown on said the Final Plat of Jeter Memorial Funeral Home map;

THENCE: N 42°08'19" E, departing from the Northeast right-of-way line of said F.M. 518, along and with the East line of said 1.5609 acre tract and West line of said 1.5739 acre tract, a distance of 149.97 feet to a Point For Corner, same being the Northeast corner of the remainder 1.5739 acre tract and Southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE: N 47°51'41" W, departing from the East line of said 1.5609 acre tract, along and with the North line of said remainder 1.5739 acre tract and South line of this tract, crossing a 50 foot Pipeline Building Line as shown on said the Final Plat of Jeter Memorial Funeral Home map, and to the East line of a certain tract of land described in deed to Leslie L. Branham and Husband, Kenneth E. Branham as recorded under G.C.C.F. No. 2000043524, a distance of 191.00 feet to a Point For Corner, same being the Northwest corner of said remainder 1.5739 acre tract and Southwest corner of this tract ;

THENCE: N 42°08'19" E, along and with the East line of said Branham tract and West line of this tract, and to the South line of a certain tract of land described in deed to Bruce A. Bryant and Andrea Bryant recorded under G.C.C.F. No. 9620770, a distance of 192.79 feet to a Point For Corner, same being the Northeast corner of said Branham tract and Northwest corner of this tract, from which bears an iron rod with cap stamped "CL Davis" found at N 68°05'00" E, 0.37 feet;

THENCE: S 47°51'41" E, departing from the East line of said Branham tract, along and with the South line of said Bryant tract and North line of this tract and in the South line of said Bryant tract, a distance of 191.00 feet to a 5/8-inch iron rod found, same being the Northeast corner of this tract;

THENCE: S 42°08'19" W, departing from the South line of said Bryant tract, along and with the West line of said 1.5609 acre tract and East line of this tract, a distance of 192.79 feet to the **POINT OF BEGINNING** and containing 36,823 square feet of land for the purposes of Residential Zone Change.



SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171



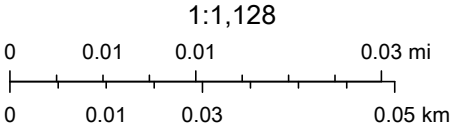
NOVEMBER 17, 2022

Friendswood, Texas



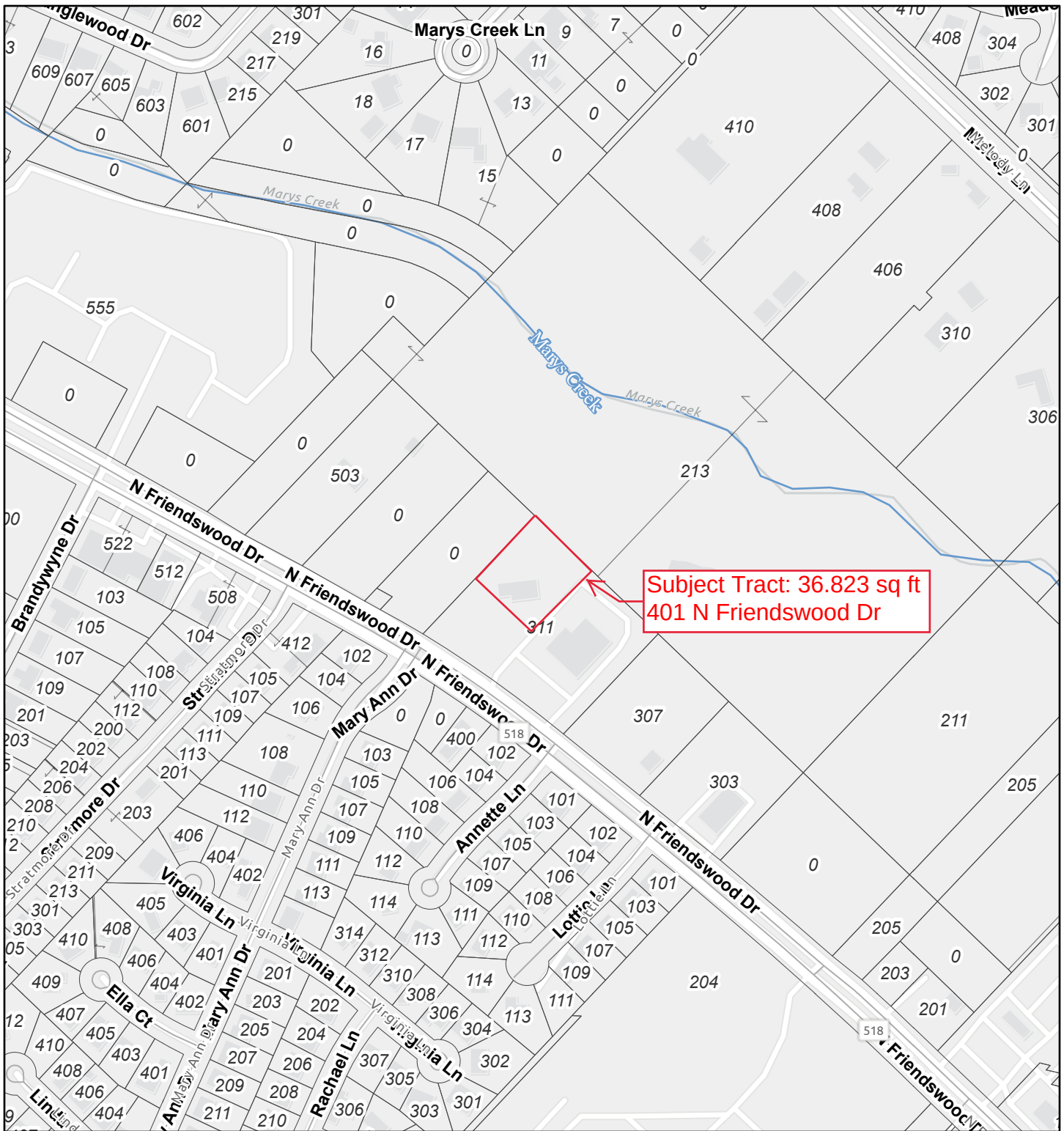
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- City Limits
- Galveston_County_Lot_Lines
- Address Points
- Parcels
- Streets
- Parcels Owner Information



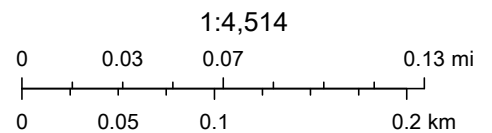
Houston- Galveston Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,

Friendswood, Texas



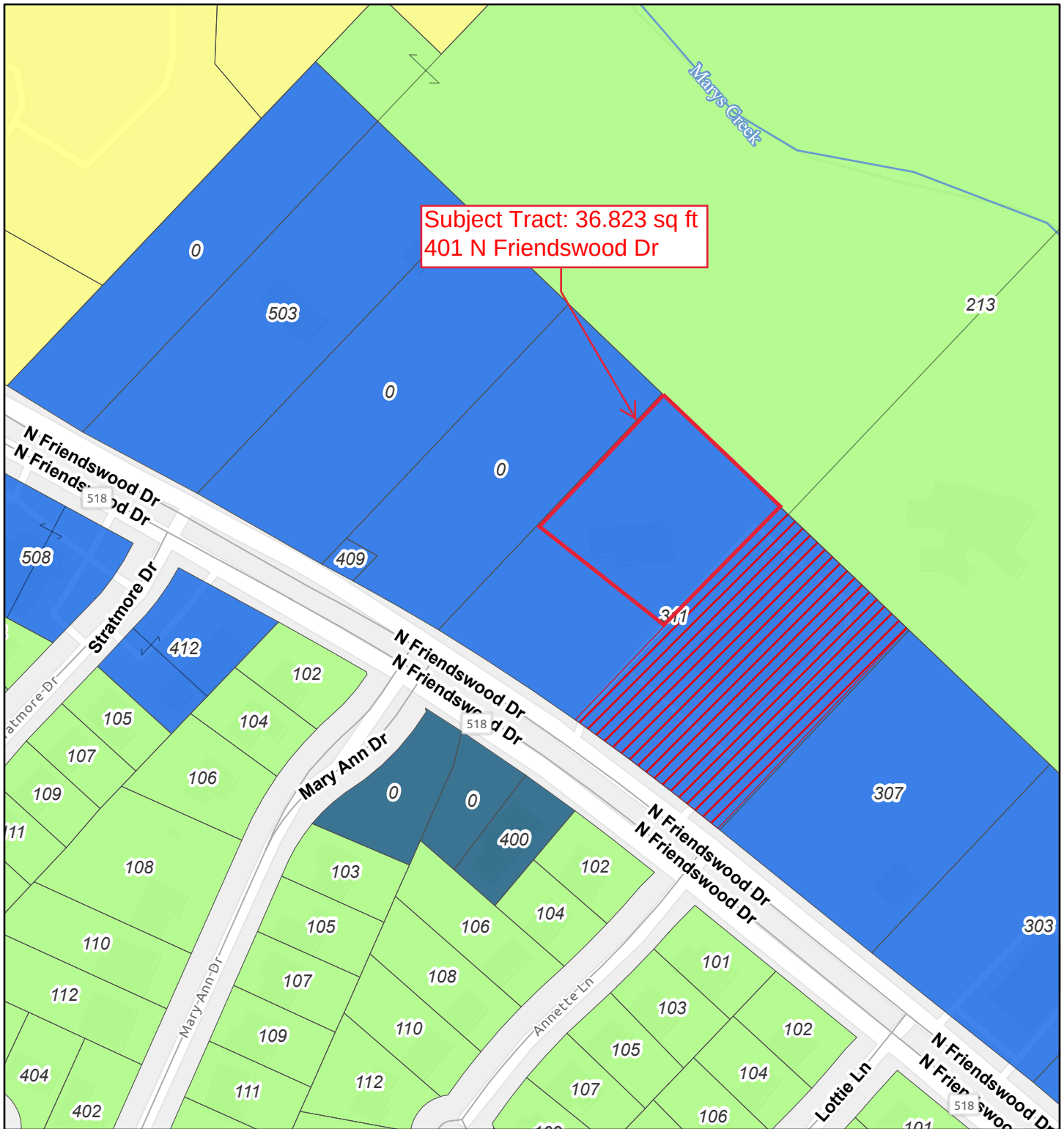
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- City Limits
- Parcels
- Streets
- Galveston_County-_Lot_Lines
- All Linear Water Features
- Parcels Owner Information



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

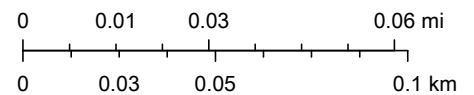
Friendswood, Texas



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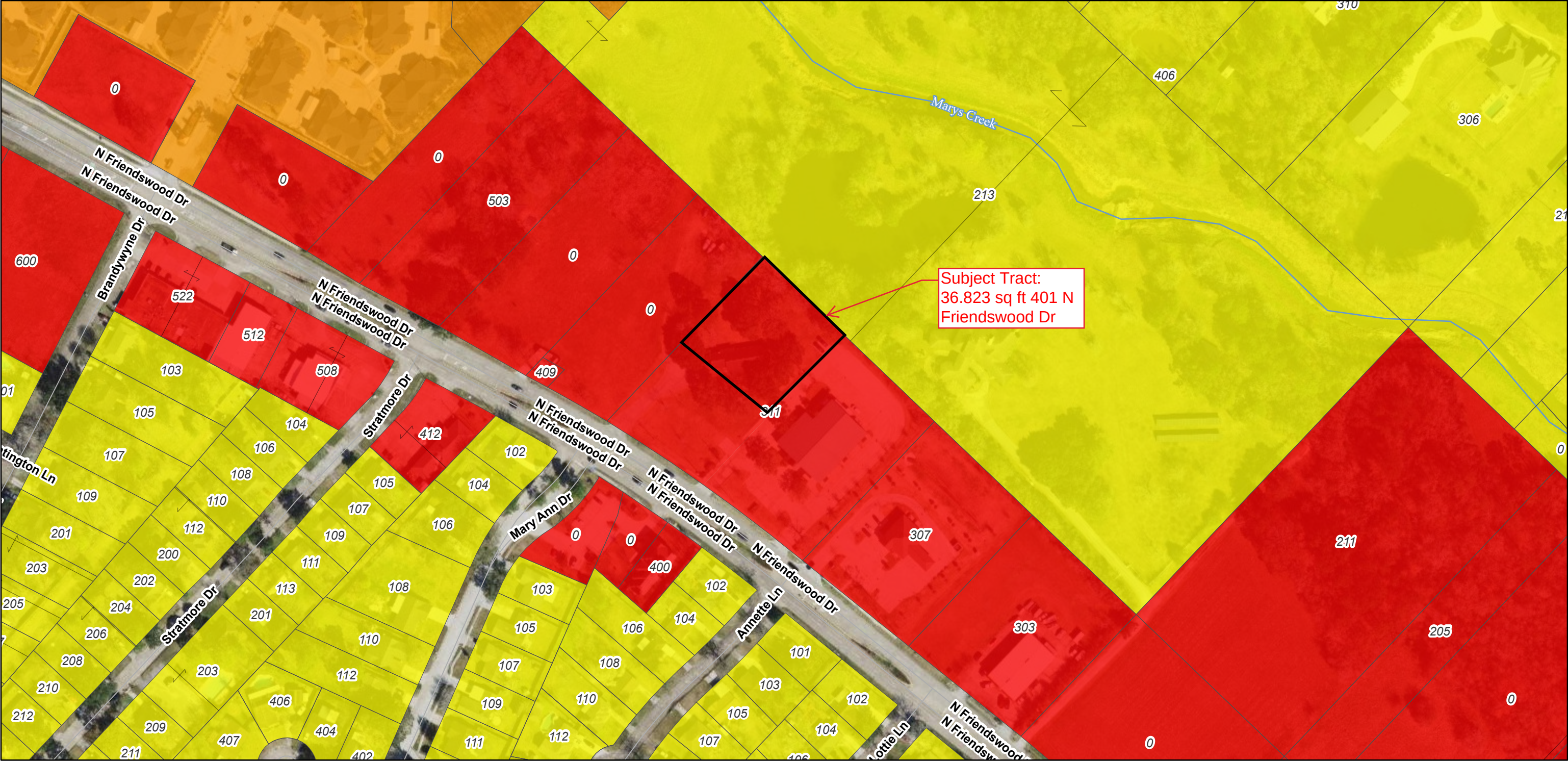
- City Limits
- Streets
- Galveston_County-_Lot_Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features
- Specific Use Permits
- Zoning of Parcels**
- CSC
- NC
- PUD
- SFR



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City of Friendswood Staff

Friendswood, Texas



12/15/2022, 6:28:03 PM

City Limits

Streets

Galveston_County-_Lot_Lines

Parcels

Parcels Owner Information

All Linear Water Features

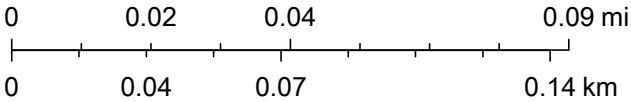
Future Land Use Adopted 2021

Low Density

High Density Residential

Retail

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City of Friendswood Staff

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/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

Rezoning Report

December 2022

Project: Greg Jeter

Address: 401 N. Friendswood Drive (rear portion)

Legal: 36.823 square feet out of the Final Plat of Jeter Memorial Funeral Home comprised of a called 1.5739-acre tract of land and a called 1.5609 acre tract of land and being situated in the Emily M. Austin League, Abstract 20, City of Friendswood, County of Galveston, Texas.

Request: A zone classification change request to change from Community Shopping Center (CSC) 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:

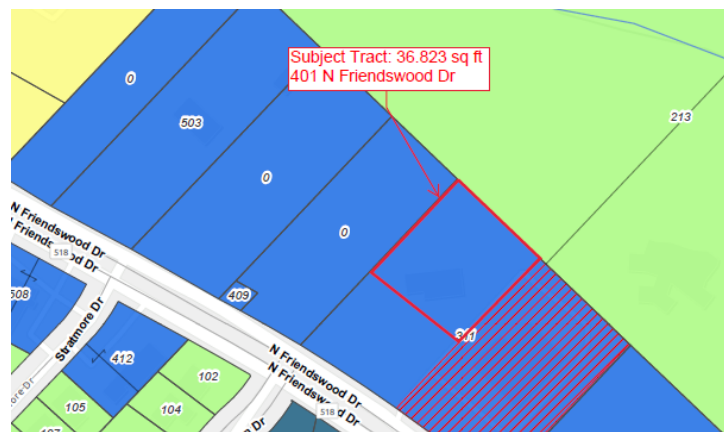
The site currently contains a residential structure.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Community Shopping Center (CSC). The property was zoned C-1 (Retail Business) District in 1970.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The properties on either side are zoned Community Shopping Center (CSC) and the southeastern tract includes a Specific Use Permit (SUP 93-12) for a Funeral Home. The property abutting the rear is zoned Single Family Residential (SFR).

Platting Analysis:

The property will need to be platted prior to development of a residential lot. A 60-foot private road will be platted to access the residential tract.

Planning Analysis:

The current zoning would allow development of a variety of commercial uses. The proposed zoning of Single Family Residential (SFR) would allow the property owner to construct his home next to his business.

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 South Friendswood Drive (FM 518), 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.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 12/19/2022

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 a Community Shopping Center District (CSC) to a Single-Family Residential Dwelling District (SFR) for a 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home, located at 401 N. Friendswood Drive, 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 a Community Shopping Center District to a Single-Family Residential Dwelling District (SFR)

for a 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home, located at 401 N. Friendswood Drive, Friendswood, Galveston County, Texas (the "Property").

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 401 N. Friendswood Drive, Friendswood, Galveston County, Texas. The subject property is located between the Retail and Low-Density Residential FLUM land use categories. The City's Community Development Department has reviewed this proposed amendment and recommends approval of the same.

2. Zoning Map Amendment

This request is to change the zoning for a portion of a parcel from Community Shopping Center (CSC) to Single Family Residential Dwelling (SFR) to allow the owner of the adjacent funeral home to build a home near his business. The area of the proposed lot meets the minimum lot size requirements for SFR, and a private road will be required to access the property.

The Planning and Zoning Commission considered this item at its meeting held on January 12, 2023, and voted 5 to 0 to recommend approval.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

The Planning and Zoning Commission recommends approval.

ATTACHMENTS

1. Ordinance - FLUM and Zoning Map Amendment for 401 N Friendswood
2. Exhibit A - 401 N Friendswood 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 36,823-SQUARE-FOOT TRACT OF LAND OUT OF LOT 1 OF THE FINAL PLAT OF JETER MEMORIAL FUNERAL HOME LOCATED AT 401 N. FRIENDSWOOD DRIVE, FRIENDSWOOD, 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 A 36,823-SQUARE-FOOT TRACT OF LAND OUT OF LOT 1 OF THE FINAL PLAT OF JETER MEMORIAL FUNERAL HOME LOCATED AT 401 N. FRIENDSWOOD DRIVE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM A COMMUNITY SHOPPING CENTER DISTRICT (CSC) 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 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home and generally located at 401 N. Friendswood Drive, 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 February 6, 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, Gregory O. Jeter (the "Owner") made application to the City to change the zoning classification of the Property from Community Shopping Center (CSC) to Single-Family Residential Dwelling District (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 zoning classification change 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. 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 of the City of Friendswood, Texas, hereby amends the Friendswood Comprehensive Plan to update the Future Land Use Map concerning the Property to change the Future Land Use Map 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 Community Shopping Center (CSC) 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 the Future Land Use Map designation of the Property as described in Section 2 hereinabove and 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 on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023

MIKE FOREMAN, Mayor

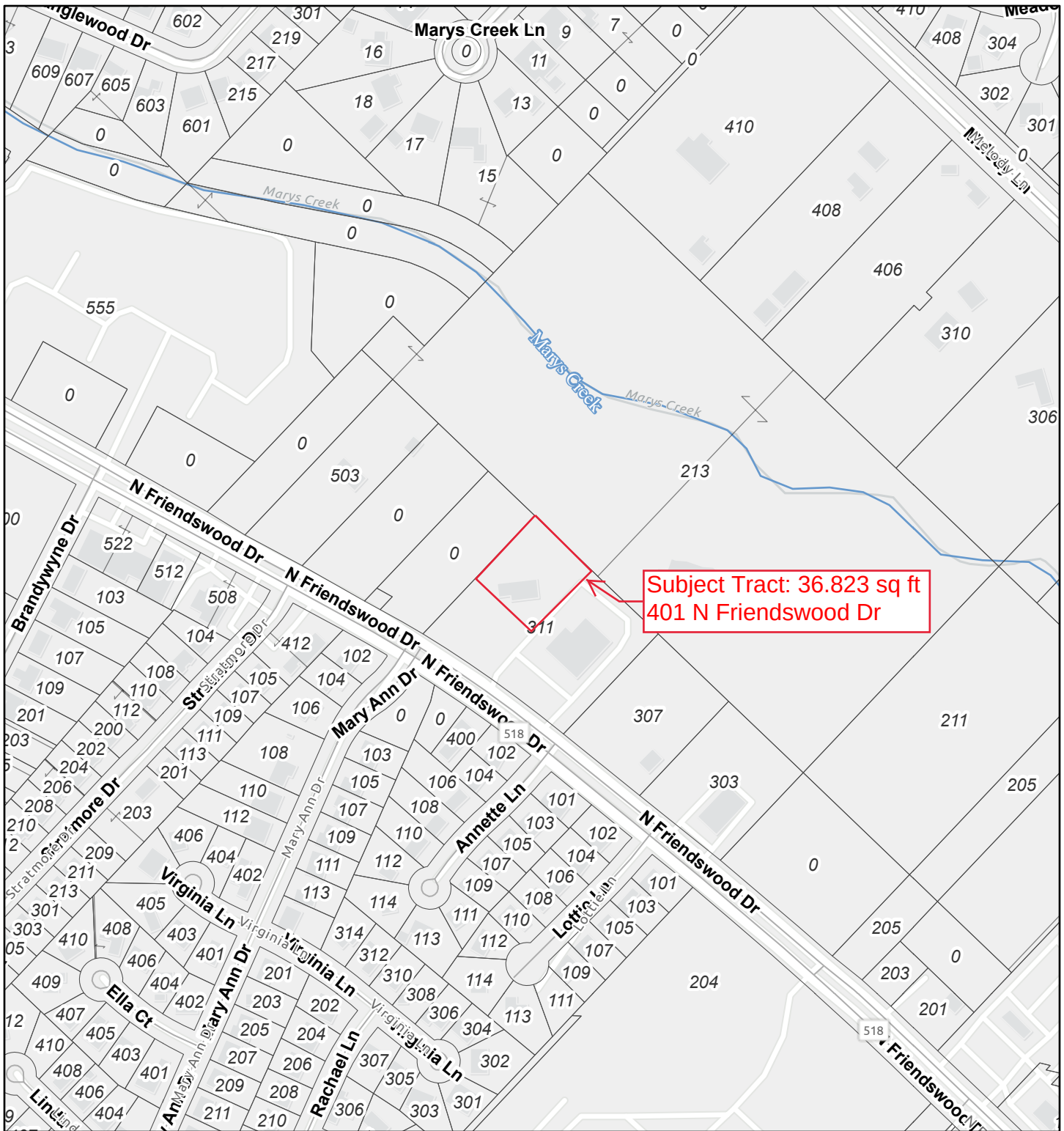
ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

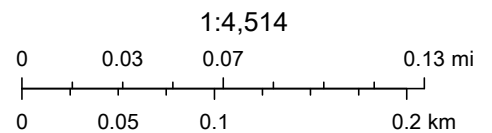
KAREN L. HORNER, City Attorney

Exhibit "A" Friendswood, Texas



11/22/2022, 11:06:01 AM

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/17/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize Renee Kross and Heather Van Dine for completing their Texas Municipal Clerk's Association (TMCA) certification/recertification.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This certification program is a professional development program with college/university-level courses for municipal clerks that requires approximately 200 hours of individual home study and online homework; examinations over four courses; and attendance at eight two-day seminars. Renee and Heather were recognized on Thursday, January 12th at the Texas Municipal Clerk's Association's Conference.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/24/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the 2023 Tank Rehabilitation Project to AO Industrial Solutions, LLC (Bid 2023-01).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Four water tanks within the City of Friendswood's water distribution system have been pegged for routine maintenance and rehabilitation. Work on these tanks will include interior and exterior paint blasting and re-coating, repair of rusted and corroded ladders, metal plates, and appurtenances, and structural repairs made.

The City recently opened bids for that work. There were bids received from 7 contractors. The lowest apparent bid was received from AO Industrial Solutions in the amount of \$1,445,297. The original Engineer's estimate for this project was \$2,107,255. AO's aggressive bid represents a savings of \$661,958 for the City.

As they are a relatively new company, AO Industrial Solutions has been vetted by both City Staff and its consultants and sub-consultants. AO has been able to establish a history of successful work as a sub-contractor to larger, more established companies performing work across the United States. They most recently completed a job in Hobart, Oklahoma.

This project will utilize ARPA funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Rehabilitation of these water tanks will extend their useful lives for many years. Award of this bid to AO Industrial Solutions will save the City up to \$661,958. Additionally, the elevated storage tank on FM 528 adjacent to the animal shelter will receive a fresh new logo welcoming people into Friendswood.

RECOMMENDATIONS

Staff recommends awarding the 2023 Tank Rehabilitation Project to A.O. Industrial Solutions, LLC.

ATTACHMENTS

1. Engineers Recommendation of Award Letter
2. Complete Bid Tabulation
3. Elevated Storage Tank 2 New Logo
4. A. O. Industrial Solutions Standard Agreement

5. TX Government Code Verification
6. Performance Bond
7. Payment Bond
8. Form 1295



12141 Wickchester Lane
Suite 200
Houston, TX 77079
TEL 713.491.8333
FAX 713.395.5486
www.GarverUSA.com

January 20, 2023

Mr. Jildardo Arias, P.E.
Director of Engineering
City of Friendswood
940 S. Friendswood Drive
Friendswood, TX 77546

Re: Rehabilitation of the 0.5 MG GST at Water Plant #3, the 0.5 MG GST at Water Plant #4,
the 0.5 MG GST #2 at Surface Water Plant #1 and the 1.0 MG EST #2
Friendswood Project # 2023-01
Recommendation of Award

Dear Mr. Arias:

Bids were received and opened for the subject project at the City of Friendswood, Texas at 2:00 PM on Tuesday, January 10, 2023. A total of seven proposals were received on the project. The proposals have been checked for accuracy and for compliance with the contract documents. A tabulation of the proposals received is enclosed with this letter completed by our teaming partner, IDS Engineering Group.

The proposal submitted by AO Industrial Solutions was the apparent low bidder, but did not have experience in the greater Houston area. Our team called references and reviewed the proposed team to verify the capability to meet the contract requirements. This investigation is detailed in the attached letter and bid tabulation. We recommend that the construction contract for the subject project to be awarded to AO Industrial Solutions for an amount of \$1,445,297.00.

Please call me if you have any questions.

Sincerely,

GARVER

Wade P. Parks, P.E.
Senior Project Manager

Attachments: Proposal Review and Bid Tabulation

Copies: Jildardo Arias (City of Friendswood)
Rene Ibarra (City of Friendswood)
Marcel Khouw (IDS Engineering Group)
Robert Swanson (IDS Engineering Group)

January 20, 2023

Mr. Jildardo Arias, P.E.
 City of Friendswood
 940 S Friendswood Drive
 Friendswood, TX 77546

Reference: Rehabilitation of the 0.5 MG GST at Water Plant #3, the 0.5 MG GST at Water Plant #4, the 0.5 MG GST #2 at Surface Water Plant #1 and the 1.0 MG EST #2
 Friendswood Project # 2023-01, IDS Project Number 2380-001-00

Dear Mr. Arias:

Bids were opened and read on January 10, 2023, at 2:00 PM, for construction of the above referenced project. A copy of the Bid Tabulation is attached. A summary of the bids is as follows:

Contractor	Bid Amount	Bid Tab Revised Amount
AO Industrial Solutions	\$1,445,297.00	None
CFG Industries	\$1,918,375.00	None
Viking Painting	\$2,185,575.00	\$2,220,575.00 ⁽¹⁾
Maguire Iron, Inc.	\$2,562,220.00	None
Utility Service Co.	\$2,990,400.00	\$2,956,200.00 ⁽¹⁾
TMI Coatings	\$3,457,750.00	\$3,582,750.00 ⁽¹⁾
Pala	\$4,969,405.00	None

(1) – Bidder did not acknowledge Addendum No. 2 and did not include Bid Item No. 17 in their bid form.

The low bid was submitted by AO Industrial solutions in the amount of \$1,445,297.00. The second low bid was submitted by CFG Industries in the amount of \$1,918,375.00. The low bid was \$661,958.00 (31.4%) lower than the Engineers Estimate and the second low bid was \$188,880.00 (8.9%) lower than the Engineers Estimate of \$2,107,255.00 for this project.

IDS evaluated the bid and the references submitted by the low bidder. Review of the bid and references submitted by the low bidder, AO Industrial Solutions, indicate the following:

- References submitted by AO Industrial Solutions are of similar scope to the City of Friendswood 2023-01 tank rehabilitation project.
- AO Industrial Solutions does not have local experience in the Harris County/Greater Houston area but has experience in other municipalities where they have successfully performed tank rehabilitation work.
- IDS contacted multiple references submitted by AO Industrial Solutions, each reference indicated that AO Industrial Solutions was capable of performing the scope of their projects on schedule and with the quality required.

- Per conversations with AO Industrial Solutions and their references, AO Industrial Solutions does not have significant experience as a prime contractor, but have completed full tank rehabilitation work of a similar scope to the City of Friendswood 2023-01 Tank Rehabilitation project as a subcontractor.
- Representatives of AO Industrial Solutions verbally acknowledged that their submitted bid is significantly lower than the second lowest bid and have confirmed that they fully understand the scope of the project and the project schedule.

Based on evaluation of references provided by AO Industrial Solutions and conversations with AO Industrial Solutions, we conclude that AO Industrial Solutions have sufficient experience in completing projects of similar scope and magnitude to the City of Friendswood 2023-01 Tank rehabilitation project.

Therefore, IDS Engineering Group recommends award of the construction contract to the lowest bidder, AO Industrial Solutions, in the amount of \$1,445,297.00.

If you have any questions or comments, please call me at (713) 462-3178.

Sincerely,



Marcel Khouw, P.E.
Senior Project Manager

Attachment:
Bid Tabulation

\\fs3\Projects\2300\238000100 Friendswood WST Rehab\CPS\060 Corres\Recommendation of Award\Recommendation of Award.docx

FRIENDSWOOD

FOUNDED 1895



THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 6th day of February, 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 A.O. Industrial Solutions, LLC, 235 Apollo Beach Boulevard #224, Apollo Beach, FL 33572 (hereinafter called the "CONTRACTOR") acting herein by James Aiena, Authorized Representative 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:

2023 Tank Rehabilitation

- 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:

2023 Tank Rehabilitation

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by Garver, LLC, 12141 Wickchester, Suite 200, Houston, TX 77079, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Two Hundred and Seventy (270) Working 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 Three Hundred (300) Working 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 FOUR HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED NINETY-SEVEN and NO/100 Dollars (\$1,445,297.00).
- 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 an accordance with of the General Conditions.

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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 that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

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

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

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

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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.

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- 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
- 9.23 Texas Government Code Verification A.O

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

- 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
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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 affected 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

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.

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- (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:

A.O. Industrial Solutions, LLC
235 Apollo Beach Boulevard, #224
Apollo Beach, FL 33572

ARTICLE XIII: VENUE

- 13.1 Any action brought by either party based on any claim arising under or as a

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.
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Apollo Beach, FL 33572

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.

result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

EXECUTED IN on behalf of the Contractor by James Aiena its Authorize Representative shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 6th day of February, 2023.

ACCEPTED:

PROPOSED AND AGREED TO:

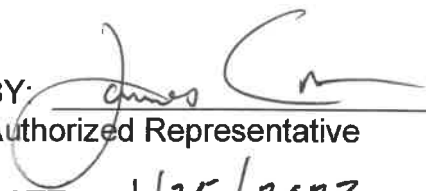
CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

A.O. Industrial Solutions, LLC

MAYOR

BY: 
Authorized Representative

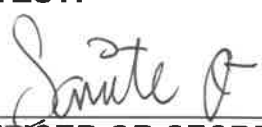
DATE: _____

DATE: 1/25/2023

ATTEST:

ATTEST:

CITY SECRETARY



(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/25/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Professional Services Agreement with Azavar Audit Solutions, Inc., d/b/a Azavar Government Solutions, for revenue and tax consulting services through The Interlocal Purchasing System.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Under this Professional Services Agreement with Azavar Audit Solutions, Inc., d/b/a Azavar Government Solutions ("AGS"), the City may issue a written notice to proceed for certain revenue audit services, including those related to:

- a. Sales and use taxes;
- b. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers;
- c. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers; and
- d. other imposed, levied, and/or administered charges, fees or fines

AGS is paid from the monies receives/savings realized from these audits.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Azavar Agreement

Professional Services Agreement

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is made and entered into on the ____ day of _____ 2023, by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Friendswood, a Texas home rule municipal corporation having its principal place of business at 910 S. Friendswood Drive, Friendswood, TX 77546 ("Customer") pursuant to TIPS RFP 200601 Consulting and Other Related Services.

1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services ("Services") in accordance with written statements of work agreed to by the parties (each, a "Statement of Work"), which are attached hereto as Exhibits "A-1" and "A-2" and incorporated herein for all intents and purposes. It is expressly understood and agreed that Azavar shall perform the only that portion of the Services for which the Customer has issued a written notice to proceed. Nothing contained in this Agreement grants Azavar the exclusive right to perform any of the Services, and the Customer may obtain the Services elsewhere without consent of Azavar and without being in breach of this Agreement.
- 1.2 Azavar shall be responsible for providing the Services in accordance with each Statement of Work. Azavar will render the services provided under this Agreement with the care and skill ordinarily used by members of Azavar's profession practicing under the same or similar circumstances, time, and locality. Azavar shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Customer shall not be responsible for discovering deficiencies therein. Azavar shall correct such deficiencies without additional compensation.
- 1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement.

2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar

nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS

- 3.1 Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation as set forth in each Statement of Work.
- 3.2 Azavar shall submit an invoice to Customer no more than once a month detailing the amounts charged to Customer pursuant to the terms of this Agreement. Azavar shall not invoice Customer for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice Customer for services or expenses shall result in Azavar's invoice being denied.
- 3.3 In the event of a disputed or contested invoice, Customer may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.
- 3.4 Customer shall remit payment of the undisputed or uncontested amount to Azavar within thirty (30) days of its receipt of the invoice or receipt of services, whichever is later.

4. CONFIDENTIAL INFORMATION

- 4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential. Such information believed to be confidential shall be clearly marked as "Confidential." Except as otherwise provided herein, each party, on behalf of itself and its employees, agrees not to disclose to any third party any confidential information, which is clearly marked and to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws. Should Customer receive a public information request for information that has been marked "Confidential" by Azavar, Customer will notify Azavar of such request and submit the information to the Texas Attorney General (the "AG"). Thereafter, Azavar shall have the obligation to make arguments to the AG as to why the information should not be disclosed. Customer will abide by the decision of

the AG. Any disclosure to the AG and any disclosure in conformance with an opinion of the AG shall not be deemed to be a breach of this section.

- 4.2 Azavar agrees that any work product or any other data or information that is provided by Customer or created hereunder in connection with the Services shall be the property of Customer, and shall be tendered promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. TERM AND TERMINATION

- 5.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 30 days' written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a twelve (12) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive twelve (12) month periods for three (3) additional years, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.
- 5.2 Upon delivery of any notice of termination required herein, Azavar shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Azavar 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 Customer, Azavar shall also tender to Customer's Director of Administrative Services all documents or work project generated by Azavar under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by Customer. No final payment will be made until all such instruments of service and materials supplied are so tendered.
- 5.3 If this Agreement is terminated for cause, Azavar shall be liable for any damage to Customer resulting therefrom. This liability includes any increased costs incurred by Customer in completing Azavar's services. The rights and remedies of Customer in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 5.4 The provisions set forth above in Section 3 (Payment Terms) and Section 4 (Confidential Information), and below in Section 8 (No right to Arbitration), Section 10 (Non-Solicitation of Employees), Section 11 (Use of Customer Name), and Section 7 (Indemnification and Release) shall survive termination of this Agreement.

6. INSURANCE

- 6.1 Azavar 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 Azavar, its agents, representatives, volunteers, employees or subconsultants.
- 6.2 Azavar's insurance coverage shall be primary insurance with respect to Customer, its officials, employees and agents. Any insurance or self-insurance maintained by Customer, its officials, employees or agents shall be considered in excess of Azavar's insurance and shall not contribute to it. Further, Azavar shall include all subAzavars, 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 subAzavars and assigns shall be subject to all of the requirements stated herein.
- 6.3 The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

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.

Business Automobile Policy

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

Errors and Omissions

- Limit: \$1,000,000 for this project.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

Workers' Compensation

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

- 6.4 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 Customer.
5. Customer, 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 Customer, certified copies of all insurance policies and/or certificates of insurance shall be furnished to Customer.
7. Upon request and without cost to Customer, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to Customer.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to Customer, and shall be carried in the name of Azavar. Azavar shall provide copies of insurance policies and endorsements required hereunder to Customer on or before the effective date of this Agreement.

7. INDEMNIFICATION AND RELEASE

AZAVAR AGREES TO AND SHALL INDEMNIFY AND ITOLD HARMLESS AND DEFEND CUSTOMER, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CUSTOMER") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN

ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE AZAVAR OR THE AZAVAR'S AGENT, AZAVAR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE AZAVAR EXERCISES CONTROL (COLLECTIVELY AZAVAR'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH AZAVAR AND CUSTOMER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY AZAVAR TO INDEMNIFY AND PROTECT CUSTOMER FROM THE CONSEQUENCES OF AZAVAR'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE AZAVAR'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE AZAVAR'S PARTIES. IN THE EVENT THAT ANY ACTION

By this Agreement, Customer does not consent to litigation or suit, and Customer 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 Customer's sovereign immunity. Azavar assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges Customer, 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 Azavar's services to be performed hereunder. This release shall apply with respect to Azavar's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

8. **NO RIGHT TO ARBITRATION**

Notwithstanding anything to the contrary contained in this Agreement, Customer and Azavar hereby agree that no claim or dispute between Customer and Azavar 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 Customer is subjected to an arbitration proceeding notwithstanding this provision, Azavar consents to be joined in the arbitration proceeding if Azavar's presence is required or requested by Customer of complete relief to be recorded in the arbitration proceeding.

9. **NOTICES**

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard Suite 2100
Chicago, Illinois 60604

If to Customer:

Director of Administrative Services
City of Friendswood, Texas
910 S Friendswood Drive
Friendswood, TX 77546

With a copy to:

City Attorney
City of Friendswood, Texas
910 S Friendswood Drive
Friendswood, TX 77546

10. **ASSIGNMENT**

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto.

11. **NONSOLICITATION OF EMPLOYEES**

During the period in which this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 11.

12. USE OF CUSTOMER NAME

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

13. COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas and the parties hereby consent to the jurisdiction of the courts of Galveston County, Texas. 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. The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of _____, 2023, the date of execution by Customer's City Manager

Azavar Audit Solutions, Inc.

City of Friendswood, Texas

JASON PERRY, President

MORAD KABIRI, City Manager

Exhibit "A-1"
Statement of Work
for
Compliance Audits and Ongoing Revenue Maximization and Monitoring Services

Notwithstanding anything contained herein to the contrary, Azavar shall perform one or more of the services referenced in this Statement of Work only if the Customer has issued a written notice to proceed specifying the particular service the Customer desires to be performed by Azavar. As such, all Services referenced herein are expressly contingent upon Customer's issuance of a written notice to proceed.

1. SCOPE

- 1.1 Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Article. All Azavar staff or subcontractors authorized by the Customer shall be supervised by the Azavar Program Manager.
- 1.2 Azavar, as Customer's authorized agent and third-party administrator ("TPA"), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program ("Revenue TPA Program") on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of the Agreement any and all sources of Customer revenue and related expenses ("Audits"), which may include, but not be limited to, each sales tax, use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer's corporate boundaries, and as permitted by the Customer's ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer ("Auditee(s)"), revenues and expenditures related to (and where applicable), but not limited to the following:
 - a. Electricity providers and/or consumers;
 - b. Natural gas providers and/or consumers;
 - c. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers;
 - d. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers;
 - e. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in right-of-way;
 - f. Locally imposed, levied, and/or administered charges, fees or fines;

- g. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes;
- h. Locally imposed and/or administered Residential Rental Licenses;
- i. Taxpayers subject to Local Amusement or Entertainment Taxes;
- j. Fixed Location taxpayers subject to Use Taxes;
- k. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes;
- l. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes; and
- m. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

- 1.3 The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, the City may authorize Azavar in writing to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Statement of Work and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be compensable under Section 3 of this Statement of Work, including wherein the

Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.

- 1.4 Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar and implemented by Customer.
- 1.5 In order to perform the Audits, Azavar shall require access to Customer records and Auditee records. Customer agrees that it shall (i) cooperate with Azavar, (ii) endeavor to provide not only any documentation and records requested by Azavar, but also continued access during any Audit to documentation and records throughout the term of this Statement of Work, and (iii) engage in meetings with Auditees as necessary. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;
- 1.6 During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error.
- 1.7 Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all reasonable expenses and fees paid by Azavar for that Audit.
- 1.8 During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Article 2 hereof.

2. SCHEDULE.

- 2.1 Audit timelines and processes are set in accordance with Azavar's audit process and applicable law. The first Audit start date shall be no later than thirty (30) days from the date of this Agreement.
- 2.2 Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met

from previously completed Audits; however, overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and will occur approximately every quarter;

3. PAYMENT TERMS.

3.1 Customer shall compensate Azavar the fees set forth in this Statement of Work, for which a notice to proceed has been issued by the Customer, on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total amount of money actually collected for said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 For Audits pertaining to Hotel Occupancy Tax (under Paragraph 1.(a).xvii) Customer shall compensate Azavar \$1,050.00 per Audit of each fixed location occupancy tax Auditee. For the purposes of compensation, the Audit of online travel companies, facilitators, and short-term occupancy rental management platforms (e.g., AirBnB and HomeAway) shall be compensable. Customer shall pay fifty percent (50%) of the fee per Audit upon Audit initiation and fifty percent (50%) of the fee per Audit upon delivery of Findings for each Audit.

3.3 For Audits pertaining to sales and use tax, Customer shall pay Azavar an amount equal to twenty-two (22) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for twenty-two (22) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to twenty-two (22) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent twenty-two (22) month period for each account individually will accrue to the sole benefit of the Customer.

3.4 For Audits pertaining to prospective short-term online rental management platform, and/or online travel company Findings (under Paragraph 1.(a).xviii and xvii), Azavar will charge fifty (50) dollars per transient rental address identified.

3.5 For any and all other Audits and/or Findings (under Section I), Customer shall pay Azavar an amount equal to thirty-nine (39) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-nine (39) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.6 Customer shall reimburse Azavar's travel expenses, which shall be preapproved by the Customer, in accordance with Internal Revenue Service guidelines and rules. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Azavar. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category, which shall include:

- A. Hard copy reproductions, copies, and/or binding costs;
- B. Postage;
- C. Mileage, and
- D. Lodging expenses when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination.

Exhibit "A-2"

Statement of Work

Notwithstanding anything contained herein to the contrary, Azavar shall perform one or more of the services referenced in this Statement of Work only if the Customer has issued a written notice to proceed specifying the particular service the Customer desires to be performed by Azavar. As such, all Services referenced herein are expressly contingent upon Customer's issuance of a written notice to proceed.

1. SCOPE – REVENUE ADMINISTRATION SERVICES

1.1 *Professional Services, Ordinance Review, Analysis, and Modification:* Azavar shall review Customer ordinances and shall present any recommendations ("Findings") to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by the Customer, shall be fully compensable under Section 2 of this statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.

1.2 *Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:* Azavar shall provide Customer, as set forth in the notice to proceed, with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: *Tax and Fee Administration Software Module and Services.*

- a. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);
- b. Cyber liability insurance coverage and NACHA and PCI compliance;
- c. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);
- d. One (1) business day response time to support inquiries;
- e. One (1) onsite training on application for Customer staff (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
- f. One (1) onsite demonstration and training for Customer End Users and taxpayers (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
- g. Report generation configured to the Customer's requirements in collaboration between the Customer and Azavar;
- h. Production of marketing material to communicate the Services and software

- to Customer End Users;
- i. Concierge Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User;
- j. Delinquency reporting and regular follow up with delinquent taxpayers by Azavar Customer Service; and,
- k. Setup of an on-site kiosk (optional) within Customer facilities.

2 IMPLEMENTATION AND USE OF AZAVAR SOFTWARE

2.1 Customer agrees that it shall use Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, tax filing and payment applications for locally authorized and/or administered taxes, expenses, proceeds, monies owed, or fees, (collectively "Taxes") and revenue monitoring, management, and reporting software ("Azavar Software" or "Software"). Customer agrees that it shall, within no more than thirty days (30) from the date of execution of this Statement of Work: (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software for electronic filing, payment, and collection of Taxes with Customer's existing database and/or enterprise resource planning ("ERP") systems, wherein the Azavar Software is accessible on Customer's official website to users of Customer's website ("End Users") in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$150.00/hour for the 2023 Calendar Year) at Azavar's then current rate schedule. Not to exceed amount needs to be determined and approved by Azavar and City before services rendered; and,

2.2 Azavar shall retain all rights, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users with approval of the City. This includes, but is not limited to, reclamation of fees for EFT/eCheck processing electronic payments and shall be included in the fee per filing set forth below or for Credit/Debit Card processing fees. End Users with returned EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. Azavar shall assess End Users and retain a service fee of three percent (3%) for any Credit/Debit Card transactions.

3. END USER LICENSE AGREEMENT

3.1 *Software License.* Azavar hereby grants a non-exclusive license to the Customer to use the Azavar Software for the purpose of payment, filing and collection of all Taxes, as well as for collection of all additional and ancillary data generated by such collections.

The Customer shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said Software. The license granted hereunder shall not imply ownership by Customer of said Software, rights of the Customer to sell the Software, or rights to use said software for the benefit of others, except as provided below in Section 3.2. Customer shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees that it shall install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.

- 3.2 *Sublicense.* The license grant provided to Customer includes a limited right to allow an unlimited number of End Users to the system for the purposes of reporting, filing, and paying of all locally authorized and/or administered Taxes and revenue. Each End User shall generate a username and password and will agree to a limited end user license agreement for accessing and using the Azavar Software for the purposes of filing, payment, and collection of Taxes and revenue due to Customer.
- 3.3 *Customer Data.* Azavar acknowledges that the data provided by the Customer ("Customer Data") during the use and implementation of the Software is the property of the Customer. Customer authorizes Azavar to access, import, process and generate reports ("Azavar Data") from the Customer Data with Azavar's various proprietary systems. No confidential or otherwise sensitive information will be released. Azavar owns any rights in and to the Azavar Data, including but not limited to all Intellectual Property rights that may vest in such Azavar Data. The Azavar Data shall be made available to the Customer in a format acceptable to both the Customer and Azavar.

4 SCHEDULE

The grant of the Software License in Section 2.1 above is provided to Customer for the Initial Term and any Renewal Terms to use, install, implement and deploy the Azavar Software at the license fee set forth below.

5. FEE

Customer shall pay a one-time onboarding service fee of one thousand dollars (\$1,000) upon execution of this Statement of Work. Customer shall pay Azavar a discounted service/license fee of \$8.00 per filing not to exceed five thousand dollars (\$5,000) in any contract year for the distinct and unique locally authorized and/or administered Tax forms listed below and implemented within Azavar Software for the Customer's benefit upon execution of this Statement of Work, whether or not such Tax form(s) has yet been deployed to a live production environment. Billing of the service/license fee shall start upon the contract start date. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing and collection of each, but not limited to, Customer Tax and Fee upon execution of this Statement of Work. Azavar Sales Tax Reporting Insights & Analytics shall also be provided an annual cost of one thousand eight hundred dollars (\$1,800). The price of all Localgov modules are guaranteed for three contract years. Customer may request at any time, in writing to Azavar, that Azavar implement and deploy any additional module(s). A separate fee may be applicable for additional modules.

6. LICENSE, PERMITS, AND/OR APPROVALS

Azavar and Customer will work together to obtain such licenses, permits, and/or approvals ("Approvals") as necessary and required by law for the performance of the Services and implementation of the Azavar Software as provided in this Statement of Work. Customer shall be responsible for payment of all such fees or licenses necessary for said implementation.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/26/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving banner permit applications for the Knights of Columbus Council 8494's Fish Fry to be held at Mary Queen Catholic Church.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Knights of Columbus Council 8494 has submitted banner applications for their annual fish fry to be held at Mary Queen Catholic Church. Traditionally, banner display applications are placed on the consent agenda. However, in this instance, the applications are being placed as a business item as there are deviations from the established banner standards and guidelines. The deviations are listed below.

1. Location of the applicant's principal office is outside the city limits (18625 Baker Rd., Pearland, Tx); and
2. Length of the banner display is 42 consecutive days, which is in excess of the seven consecutive days specified in the resolution.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Banner Agreement - KC Fish Fry
2. Banner Applications
3. Certificate of Insurance
4. 1295 Form (signed)

STREET BANNER LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Street Banner License Agreement (this "Agreement") is made and entered into this 6th day of February, 2023, by and between the City of Friendswood, Texas, a home-rule municipal corporation located in Harris and Galveston Counties, Texas (the "City") and Knights of Columbus Council 8494, a non-commercial, charitable, nonprofit organization, having a principal place of business located at 18625 Baker Road, Pearland, Texas (the "Licensee"). The City and the Licensee are each hereinafter referred to as "Party" and are collectively referred to as the "Parties."

For and in consideration of the promises, covenants, terms and provisions contained herein, the Parties hereby agree as follows:

1. City's Obligations.

- 1.01 Subject to Texas Department of Transportation written approval, the City agrees to permit the Licensee to use that portion of the S. Friendswood Drive right-of-way adjacent to Stevenson Park and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes, for the purpose of placing a banner over S. Friendswood Drive from February 20th, 2023 to March 31st, 2023.
- 1.02 Upon The Licensee's payment of all applicable fees, the City shall install a banner over S. Friendswood Drive on or before February 20th, 2023 and shall remove the same on March 31st, 2023, unless earlier removed in order to protect the public health, safety, and welfare.

2. The Licensee's Obligations

- 2.01 The Licensee shall pay to the City a non-refundable fee of ONE HUNDRED - FIFTY AND NO/100 DOLLARS (\$150.00). All fees required hereunder shall be paid prior to the installation of the banner. Payment to City hereunder shall be by check, certified or cashier's check or by personal check if drawn on banks for which verification of funds may be obtained.
- 2.02 The Licensee shall conduct its activities so as not to endanger any person or property. The Licensee understand and agrees that should the banner pose a risk of danger to persons or property, the City may remove the banner without advance notice to the Licensee without liability.
- 2.03 The Licensee agrees that the placement, installation and removal of the banner shall be in accordance with all applicable laws, rules and regulations, including, but not limited to, Resolution Nos. R92-8 and R2004-27 of the City of Friendswood.
- 2.04 The Licensee agrees that the banner placed pursuant to the Agreement will be removed by the City upon the expiration of the license term specified in Section 3 below, unless required to be removed earlier for the protection of the public health, safety, and welfare. The Licensee shall be responsible for any and all damage to (i) the right-of-way, including any structure or facility located in, on, over, or under the right-of-way, and/or (ii) any other personal or real property, which damage is caused by the placement, removal or display of the banner. The Licensee shall pick up the banner before 5:00 p.m.

on the Monday following the banner's removal. Should the Licensee fail to do so, the banner shall be considered abandoned and the City may keep or dispose of it as it sees fit.

- 2.05 Notwithstanding any other provision in this Agreement, it is further agreed that the City shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the installation, maintenance, inspection, or use of the banner belonging to the Licensee and constructed, installed or placed on or over public right-of-way.

THE LICENSEE 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 LIABILITIES OF EVERY KIND FOR ANY INJURY, DEATH, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BANNER CONTEMPLATED HEREIN, OR IN THE PERFORMANCE OF ANY ACT OR ANY OMISSION UNDERTAKEN PURSUANT TO OR IN ANY MANNER RELATED TO THE LICENSE GRANTED HEREBY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE LICENSEE, ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES (COLLECTIVELY AS USED HEREIN "THE LICENSEE") OR THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE LICENSEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE LICENSEE TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE AND FROM THE CONSEQUENCES OF THE LICENSEE'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. 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 OWNER BY REASON OF ANY OF THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE INCLUDED ELSEWHERE IN THIS CONTRACT, THE CONTRACTOR FURTHER AGREES AND

**COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY
LEGAL COUNSEL ACCEPTABLE TO THE OWNER.** The indemnities provided for herein, including, but not limited to, those elsewhere in this Contract, will survive the expiration or termination of this Agreement.

- 2.06 The Licensee shall maintain throughout the term of this Agreement the following coverages, written by a carrier that is licensed and admitted to do business in the State of Texas and having an A.M. Best Rating of A:VII or higher.

Commercial General Liability Policy;

- General aggregate of \$1,000,000.
- Minimum of \$500,000 per occurrence.
- Coverage shall be broad form.
- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of subrogation in favor of the City
- City, its officers, agents and employees shall be listed as additional insureds

Prior to the execution of this Agreement and thereafter upon request, The Licensee shall provide certificates of insurance to the City evidencing the coverages required herein.

3. Term

Except as otherwise provided herein, the term of this Agreement shall begin on the date signed by the City Manager and shall continue in full force and effect until the Banner is removed and the right-of-way is restored; provided that Sections 2.04 – 2.06 shall not expire but shall remain in full force and effect.

4. General Conditions

- 4.01 Neither the City nor the Licensee shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part during the term hereof.
- 4.02 Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 4.03 This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
- 4.04 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.
- 4.05 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.

4.06 This Agreement, together with Resolution Nos. R92-8 and R2004-27 of the City of Friendswood, contains all the agreements of the Parties relating to the subject matter hereof and is the full and final expression of the agreement between the Parties. This Agreement shall not be amended or modified without the express written consent of both Parties hereto.

Executed in duplicate originals, this the ____ day of February, 2023.

CITY OF FRIENDSWOOD, TEXAS

ATTEST:

MORAD KABIRI, City Manager (Date)

LETTIE BRYSCH, City Secretary

THE LICENSEE:

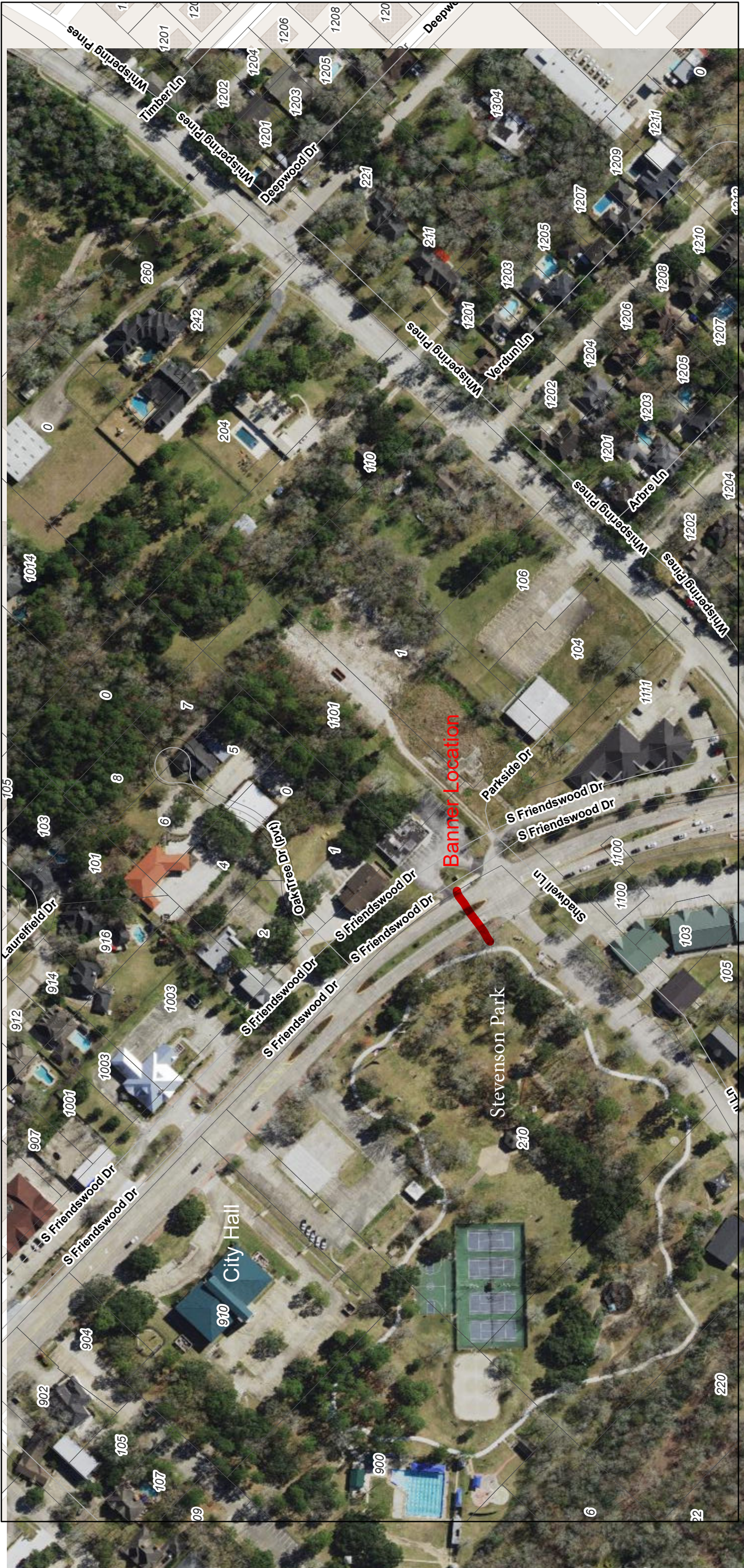
Donald Thomas 1-30-23
(Signature) (Date)

Donald Thomas
(Printed Name)

Advertising Coordinator
(Title)

Friendswood, Texas

Exhibit "A"



9/22/2022, 2:33:49 PM

City Limits

Streets

Galveston_County- Lot_Lines

Parcels

Parcels Owner Information

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

Houston- Galveston 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/

Houston- Galveston 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/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Friendswood Staff

STREET BANNER USE PERMIT APPLICATION

The below charitable, non-profit organization has given proof that the banner is of a design and material type acceptable by the City of Friendswood and is hereby approved for the City of Friendswood to connect to its designated poles per the December 15, 2003 agreement with Texas New Mexico Power Company.

Date: January 17, 2023

Charitable, Non-Profit Organization Name: Knights of Columbus Council 8494

Address: 18625 Baker Road, Pearland, TX 581

Mailing Address: P.O. Box 1107, Friendswood, TX 77549

Contact Name: Donald Thomas

Phone: (281) 731-2466

Effective Dates: February 20, 2023 **THROUGH** February 27, 2023

Banner Title: Knights of Columbus Fish Fry

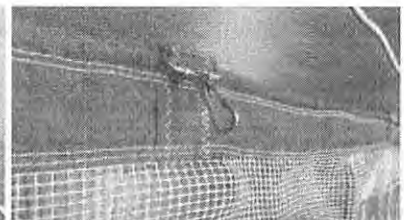
Banner Meets City of Friendswood Banner Requirement

Donald Thomas

Applicant's Signature

Each banner shall be constructed of porous netting material of at least eighty percent (80%) cotton mesh netting. No banner shall be more than twenty-five feet (25') in width or more than four feet (4') in height. All Banners shall have approved connecting fasteners along the top and tie-down ropes connected to each corner.

Example Banner & Approved Fastener:



During elections when City "Vote" banners are in place; only one additional banner shall be permitted to be positioned. A maximum of two banners can be positioned. No banner shall be permitted to be placed for a period of more than seven (7) consecutive days unless approved by the Texas Department of Transportation.

No banner permitted shall be erected except at Stevenson Park across South Friendswood Drive. The Street Banner Use Permit, License Agreement and Texas Department of Transportation Permit Application **MUST BE** submitted 30 days before the event. The original Certificate of Insurance must be attached to the application showing the City of Friendswood as the additional insured on the certificate.

Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

Please print or type information

Date: January 17, 2023

To the Texas Department of Transportation (TxDOT)

c/o Area Engineer Galveston County, Texas

This form must be received at least 7 days prior to proposed use on the right of way.

Applicant Knights of Columbus Council 8494 proposes to place a
sign within the right of way of Highway FM 518 Location Across from Stevenson Park on
FM 518 in Friendswood, TX in Galveston County, Texas.

☐ Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet.

The temporary structure/vehicle will be placed _____ feet from the roadway and will have
the following characteristics:

Mounting Height 25 ft Thickness _____
Sign Dimensions (Height, Width, Length) 24 inches high, 20 feet long
Sign Material Nylon mesh
Sign Support Dimensions Posts 32.75 ft x 9 in dia; Wire cable 63 ft 8 in
Sign Support Material 2 ea wooden posts, 3 ea steel wire cables
Proposed Text Mary Queen Catholic Church Fish Fry

Background Color White Legend Color Blue

The right of way will be used FROM DATE February 20, 2023 TO DATE FEB 27, 2023
(maximum of 60 days) and the nature of the event is

Lenten fish fry charity fund raiser
The sponsor of the event, if applicable, is Knights of Columbus Council 8494

I will avoid or minimize impacts, and will, at my own expense, restore or repair damage resulting from this event.

I will be responsible for any damages or accidents that may occur during the term of this permit and save TxDOT and the State of Texas harmless.

I will abide by all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by TxDOT to protect natural and cultural resources of the right of way.

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Knights of Columbus Council 8494
Applicant

Donald Thomas

By _____

Advertising Coordinator

Title _____

Signature Donald Thomas

Mailing Address _____

P.O. Box 1107

Friendswood TX 77549

City _____ State _____ Zip _____

(281) 731-2466

Area Code _____ Telephone Number _____

STREET BANNER USE PERMIT APPLICATION

The below charitable, non-profit organization has given proof that the banner is of a design and material type acceptable by the City of Friendswood and is hereby approved for the City of Friendswood to connect to its designated poles per the December 15, 2003 agreement with Texas New Mexico Power Company.

Date: January 24, 2023

Charitable, Non-Profit Organization Name: Knights of Columbus Council 8494

Address: 18625 Baker Road, Pearland, TX 581

Mailing Address: P.O. Box 1107, Friendswood, TX 77549

Contact Name: Donald Thomas

Phone: (281) 731-2466

Effective Dates: February 28, 2023 **THROUGH** March 3, 2023

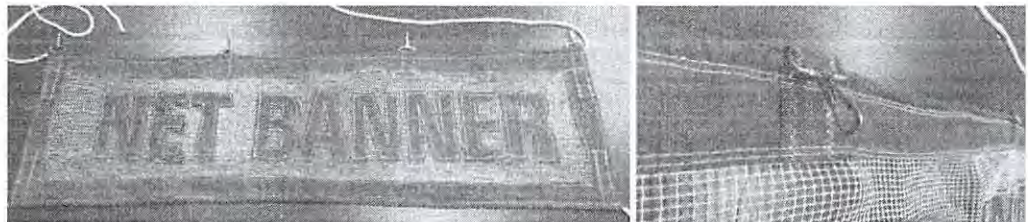
Banner Title: Knights of Columbus Fish Fry

Banner Meets City of Friendswood Banner Requirement

Donald Thomas
Applicant's Signature

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Example Banner & Approved Fastener:



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Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

Please print or type information

Date: January 24, 2023

To the Texas Department of Transportation (TxDOT)
c/o Area Engineer Galveston County, Texas

This form must be received at least 7 days prior to proposed use on the right of way.

Applicant Knights of Columbus Council 8494 proposes to place a
sign within the right of way of Highway FM 518 Location Across from Stevenson Park on
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☐ Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet.

The temporary structure/vehicle will be placed _____ feet from the roadway and will have
the following characteristics:

Mounting Height 25 ft Thickness _____

Sign Dimensions (Height, Width, Length) 4 feet high, 20 feet long

Sign Material Nylon mesh

Sign Support Dimensions Posts 32.75 ft x 9 in dia; Wire cable 63 ft 8 in

Sign Support Material 2 ea wooden posts, 3 ea steel wire cables

Proposed Text Mary Queen Catholic Church Fish Fry

Background Color White Legend Color Blue

The right of way will be used **FROM DATE** February 28, 2023 **TO DATE** March 3, 2023
(maximum of 60 days) and the nature of the event is

Lenten fish fry charity fund raiser

The sponsor of the event, if applicable, is Knights of Columbus Council 8494

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Knights of Columbus Council 8494

Applicant

Donald Thomas

By

Advertising Coordinator

Title

Donald Thomas

Signature

Mailing Address

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Address: 18625 Baker Road, Pearland, TX 581

Mailing Address: P.O. Box 1107, Friendswood, TX 77549

Contact Name: Donald Thomas

Phone: (281) 731-2466

Effective Dates: March 4, 2023 **THROUGH** March 10, 2023

Banner Title: Knights of Columbus Fish Fry

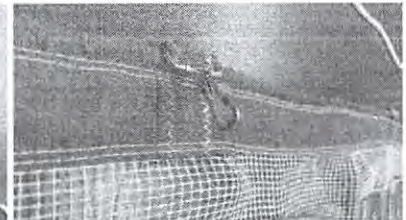
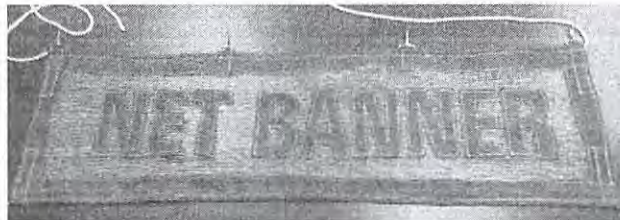
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Mailing Address: P.O. Box 1107, Friendswood, TX 77549

Contact Name: Donald Thomas

Phone: (281) 731-2466

Effective Dates: March 11, 2023 **THROUGH** March 17, 2023

Banner Title: Knights of Columbus Fish Fry

Banner Meets City of Friendswood Banner Requirement

Donald Thomas

Applicant's Signature

Each banner shall be constructed of porous netting material of at least eighty percent (80%) cotton mesh netting. No banner shall be more than twenty-five feet (25') in width or more than four feet (4') in height. All Banners shall have approved connecting fasteners along the top and tie-down ropes connected to each corner.

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Address: 18625 Baker Road, Pearland, TX 581

Mailing Address: P.O. Box 1107, Friendswood, TX 77549

Contact Name: Donald Thomas

Phone: (281) 731-2466

Effective Dates: March 18, 2023 **THROUGH** March 24, 2023

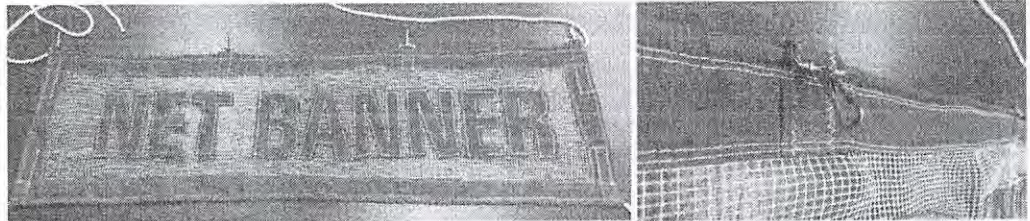
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Mailing Address: P.O. Box 1107, Friendswood, TX 77549

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Effective Dates: March 25, 2023 **THROUGH** March 31, 2023

Banner Title: Knights of Columbus Fish Fry

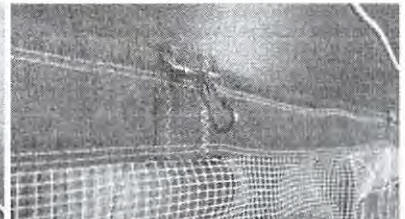
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Applicant _____

Donald Thomas

By _____

Advertising Coordinator

Title _____

Donald Thomas

Signature _____

Mailing Address _____

P.O. Box 1107

Friendswood TX 77549

City State Zip

(281) 731-2466

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution in support of the abolition of the Office of the County Treasurer in Galveston County.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item was added to the agenda at the request of the Mayor. Current Galveston County Treasurer, Hank Dugie, ran on the premise that if elected, he would work to abolish the office of Treasurer.

As such, legislation has been proposed at the state level to consider holding an election to fulfill that commitment.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Supporting the Abolition of the Galveston County Treasurer Office

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUPPORTING THE ABOLITION OF THE OFFICE OF COUNTY TREASURER IN GALVESTON COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Constitution of the State of Texas allows for the abolition of elected offices by statewide and local ballot referendums; and

WHEREAS, nine counties in Texas (Andrews, Bee, Bexar, Collin, El Paso, Fayette, Gregg, Nueces and Tarrant) and the State of Texas have abolished their Treasurer offices; and

WHEREAS, citizens of Friendswood and Galveston County desire efficient and effective government, and consolidating duties into other fulltime offices to allow the abolition of the elected Treasurer office will save taxpayers approximately \$500,000 annually and reduce the risk of misappropriated funds as was experienced in 2018; and

WHEREAS, the voters of Galveston County recently elected as the County Treasurer a candidate, Hank Dugie, who campaigned to abolish the office of County Treasurer in Galveston County; and

WHEREAS, the abolition of the office of County Treasurer in Galveston County has been unanimously supported by Galveston County Commissioner's Court and included as a legislative priority for the 87th and now the 88th sessions of the Texas Legislature; and

WHEREAS, the abolition of the office of County Treasurer in Galveston County is supported by local, county, and state elected officials as well as community organizations and law enforcement personnel; NOW THEREFORE,

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

Section 1. The City Council expresses its unqualified support for the abolition of the office of County Treasurer in Galveston County.

Section 2. The City Council respectfully requests that the Texas Legislature pass a joint resolution to submit to the voters of Galveston County a constitutional amendment to abolish the office of County Treasurer in Galveston County.

Section 3. The City Council directs the City Secretary to forward a copy of this Resolution upon its passage to each of our local Texas Legislators, the Texas Speaker of the House, the Texas Lieutenant Governor, and the Texas Governor.

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

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023.

MIKE FORMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 12/19/2022

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 IV" 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 fourth set for fiscal year 2022-2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment IV 2022-2023.

ATTACHMENTS

1. Ordinance - Budget Amendment No. IV
2. FY23 BA IV Exhibit A 02-06-2023 v2
3. FY23 BA IV Exhibit B 02-06-2023 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 IV" 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 IV" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment IV shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of 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 6th day of February, 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 IV
February 6, 2023**

1. **Public, Educational, and Governmental Access (PEG) Channel Enhancement, \$31,750.** Appropriate PEG funds for conceptual design services related to the City Council Chamber remodel project. The funding source will be restricted general fund balance from PEG Channel revenue.
2. **Forest Bend Detention Pond – Construction Pay Application #5, \$176,713.** Appropriate advanced funding for Jerdon Enterprise Pay Application #5 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. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$171,083.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond construction. The City received a reimbursement of \$171,083 for construction services. Advance funding for pay application #1 was originally approved at the November 7, 2022 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
4. **Forest Bend Detention Pond – Change Order #1 & #2, \$24,744.** Appropriate funding for change order #1 removing 16 trees in conflict with the detention pond and change order #2 for the relocation of an electrical line found inside the limits of the detention pond. These unanticipated expenditures are *not* reimbursable expenses through the CDBG-DR (Harris County) grant. Therefore, the funding source will be unassigned general fund balance.
5. **Verticrete Wall at Centennial Park & Lakes of Falcon Ridge – Change Order #2, \$7,798.** Appropriate funding for change order #2 adding a four-foot-wide pedestrian iron gate with a safety lock. The addition of the iron gate will improve security at Centennial Park and prevent unauthorized park entry outside of operational hours. The funding source will be unassigned general fund balance.
6. **Engineering - Grant Administration Services, \$7,000.** Appropriate funding for Grant Administration Services awarded at the November 7, 2022 City Council meeting. The City of Friendswood recently evaluated Request for Proposals (RFP) submittals from qualified individuals or firms experienced in providing grant application development, grant administration, and grant management services. FEMA's two competitive mitigation grant programs provide states, local communities, tribes, and territories funding to address high-level future risks to natural disasters such as wildfires, drought, hurricanes, earthquakes, extreme heat, and increased flooding to foster greater community resilience and reduce disaster suffering. The vendor selected will assist the City in meeting application requirements and submittal deadlines. The funding source will be Water Sewer Working Capital because the projects to be identified will be utility infrastructure related.
7. **LIFEPAK® AED Units for Sports Park Facilities, \$9,670.** Appropriate funding for the purchase of (5) Lifepak AED units to be available at City sports park facilities. The LIFEPAK® CR2 defibrillator combines best-in-class technology with the simplicity and portability required for use by the general public in a sudden cardiac arrest (SCA) emergency. The Wi-Fi enabled devices provide step-by-step instructions, in both English and Spanish, for adult and pediatric patients. The funding source will be

unassigned general fund balance appropriation to the Human Resources – Risk Management division.

8. **Donation for Friends of the Library, \$3,000.** Appropriate donation received from the Friends of the Library. The donation will supplement funding needed to complete a small renovation project at the Friendswood Public Library. Funds will be appropriated to the Library's contract service budget.
9. **Friendswood Historical Society – Annual Contract Increase, \$2,500.** Transfer funding from Mayor & Council budget to the Parks & Recreation Department for an increase to the annual contract with the Friendswood Historical Society. At the January 9, 2023 City Council meeting, a contractual increase from \$15,000 to \$17,500 was approved by Council. The governing body elected to transfer funding available from operational savings in the Mayor & Council budget.
10. **Information Technology – Remote Support Software, \$27,037.** Appropriate funding for the purchase and implementation of a remote support software solution. Remote support gives helpdesk teams the ability to quickly and securely access, control, troubleshoot, repair, and audit any remote device connections currently being used by 3rd party service providers. This layered defense tool will help Information Technology maintain critical security standards. The funding source will be unassigned general fund balance.
11. **Information Technology – Video Security Systems, \$55,250.** Appropriate funding for the purchase and installation of two video security systems. In response to a request from a concerned citizen, a security system will be installed at the Senior Activities facility. The Friendswood Public Library will also receive an upgrade and expansion to the current video security system. The funding source will be unassigned general fund balance.
12. **Engineering – Professional Services Water System Improvements, \$1,155,809.** Appropriate funding for professional engineering services related to the Clear Creek Crossing waterline project and a new ground storage tank and pump improvements at Surface Water Plant #1. The contract amendment was approved at the January 9, 2023 City Council meeting. The funding source will be 2016 Water Sewer Bond Construction funds.
13. **Blackhawk Renovation – Expenditures in Excess of Bond Funds, \$9,225.** Appropriate funds for expenditures in excess of bond funds on the Blackhawk Renovation project. This appropriation will cover Material Testing at the construction site. Funding source will be Water & Sewer Working Capital.
14. **Utility Relocation (“Piperack”) & Deepwood Flood Control – Archeological Survey, \$30,000.** Appropriate funds for expenditures in excess of grant funds on the Utility Relocation at Clear Creek Bridge and the Deepwood Flood Control Project. Although these projects are mainly funded by the Community Development Block Grant – Disaster Recovery with Galveston County, the required Archeological Survey was unanticipated and currently not included with authorized grant funds. City Staff will continue working with the General Land Office (GLO) to request a budget table adjustment which would cover the cultural survey work. If approved by the GLO, the grant would reimburse the general fund at a later date. To prevent further timeline delays, the funding source will be unassigned general fund balance.

City of Friendswood				
February 6, 2023				
2022-2023 Budget Amendment IV - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue for conceptual design services related to Council Chamber remodel project	(31,750)
1	001-7001-419.7150	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue for conceptual design services related to Council Chamber remodel project	31,750
2	001-10199		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #5 for construction of Forest Bend Detention Pond	(176,713)
2	001-14028		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #5 for construction of Forest Bend Detention Pond	176,713
2	123-26010		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #5 for construction of Forest Bend Detention Pond	(176,713)
2	123-10199		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #5 for construction of Forest Bend Detention Pond	176,713
3	123-0000-30100		Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Forest Bend Detention Pond	(171,083)
3	123-7001-431.8591		Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Forest Bend Detention Pond	171,083
3	123-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	(171,083)
3	123-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	171,083
3	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	(171,083)
3	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond	171,083
4	001-0000-30500		Appropriate unassigned general fund balance for change order #1 and #2 related to the Forest Bend Detention Pond construction project (a CDBG-DR Harris County project)	(24,744)
4	001-7001-431.7800		Appropriate unassigned general fund balance for change order #1 to remove 16 trees in conflict with the Forest Bend Detention Pond construction	19,977
4	001-7001-431.7800		Appropriate unassigned general fund balance for change order #2 for the relocation of an electrical line found inside limits of the Forest Bend Detention Pond	4,767
5	001-0000-30500		Appropriate unassigned general fund balance for change order #2 related to the verticrete wall at Centennial Park & Lakes of Falcon Ridge	(7,798)
5	001-6430-456.8200		Appropriate unassigned general fund balance for change order #2 related to the verticrete wall at Centennial Park & Lakes of Falcon Ridge	7,798
6	401-0000-30600		Appropriate Water & Sewer Working Capital for Grant Administration Services related to FEMA's competitive mitigation grant programs	(7,000)
6	401-7001-434.7130		Appropriate Water & Sewer Working Capital for Grant Administration Services related to FEMA's competitive mitigation grant programs	7,000
7	001-0000-30500		Appropriate unassigned general fund balance for (5) Lifepak AED units to be available at the sports park facilities	(9,670)
7	001-0612-415.5800		Appropriate unassigned general fund balance for (5) Lifepak AED units to be available at the sports park facilities	9,670
8	001-0000-38600		Appropriate donation received from Friends of the Library for renovation project at Friendswood Public Library	(3,000)
8	001-6310-459.7800		Appropriate donation received from Friends of the Library for renovation project at Friendswood Public Library	3,000
9	001-0101-411.7520		Transfer funding from Mayor & Council budget to the Parks & Recreation Department for an increase to the annual Friendswood Historical Society contract	(2,500)
9	001-6401-451.7800		Transfer funding from Mayor & Council budget to the Parks & Recreation Department for an increase to the annual Friendswood Historical Society contract	2,500
10	001-0000-30500		Appropriate unassigned general fund balance for the purchase and implementation of a remote support software solution	(27,037)
10	001-0716-419.8400		Appropriate unassigned general fund balance for the purchase and implementation of a remote support software solution	27,037
11	001-0000-30500		Appropriate unassigned general fund balance for the purchase and installation of two video security systems	(55,250)
11	001-0716-419.8800		Appropriate unassigned general fund balance for the purchase and installation of a video security system at the Friendswood Public Library	26,650
11	001-0716-419.8800		Appropriate unassigned general fund balance for the purchase and installation of a video security system at the Senior Activity facility	28,600
12	420-0000-30600		Appropriate 2016 Water Sewer Bond Construction funds for professional engineering services related to 24" waterline at Clear Creek Crossing and GST at SWP #1	(1,155,809)
12	420-7001-434.8582		Appropriate 2016 Water Sewer Bond Construction funds for professional engineering services related to 24" waterline at Clear Creek Crossing	839,960
12	420-7001-434.8582		Appropriate 2016 Water Sewer Bond Construction funds for professional engineering services related to a new Ground Storage Tank & Pump Improvements at Surface Water Plant #1	315,849
13	401-0000-30600		Appropriate Water & Sewer Working Capital for Material Testing at the Blackhawk Building Renovation construction site	(9,225)
13	401-7001-433.8598		Appropriate Water & Sewer Working Capital for Material Testing at the Blackhawk Building Renovation construction site	9,225
14	001-0000-30500		Appropriate unassigned general fund balance for Archeological Surveying at the Utility Relocate "Piperack" project and the Deepwood Flood Control project	(30,000)
14	001-7001-431.8596		Appropriate unassigned general fund balance for Archeological Surveying at the Utility Relocate "Piperack" project and the Deepwood Flood Control project	30,000

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/10/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider an ordinance ordering the City of Friendswood General Election to be held on May 6, 2023, for the purpose of electing councilmembers for Position Nos. 2 and 5.

Originating Department: City Secretary

Degree of importance: High.

SUMMARY / ORIGINATING CAUSE

This proposed ordinance calls for the City of Friendswood (the "City") General Election to be held on May 6, 2023, for the purpose of electing councilmembers from Position Nos. 2 and 5. The City will contract with both Harris County and Galveston County for election services related to the May 6th election; thus, many of the details regarding the election have not been finalized at this time.

Below is a list of important dates for the upcoming election:

Date	Event
01/18/2023	First day to file for place on the ballot. Filings must be received by the City Secretary's Office. A candidate for City Council must meet the requirements noted in the Texas Election Code, Section 141.001 "Eligibility Requirement for Public Office" as well as Section 6.02 "Filing for Office" of the Charter of the City of Friendswood, Texas.
02/17/2023	Last day to file an Application for Place on Ballot at 5:00 P.M. in City Secretary's Office, City Hall.
02/21/2023	Last day for a Write-in Candidate to File for a Place on the Ballot. Filing must be received by the City Secretary's Office no later than 5:00 P.M.
02/24/2023	The last day for Candidacy Withdrawal must be filed with the City Secretary's Office no later than 5:00 P.M. Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall
04/06/2023	Due date for filing first Report of Campaign Contributions and Expenditures by Opposed Candidate (30 days prior to Election). Deadline to register to vote for May 6, 2023, Election (Must register with Voter Registrar of the county of residence.)
04/25/2023	Last day to apply (by mail or fax) for an early voting ballot to be voted by mail; applications must be received by the County Clerk of Galveston County or the Elections Administration for Harris County, depending on which county the registered voter resides. Applications must be received and not merely postmarked on this date.
04/28/2023	Due date for filing second report of Campaign Contributions and Expenditures (8 days prior to election)
04/24 – 05/02	Early Voting Period by Personal Appearance (schedule may vary by county)
05/06/2023	Election Day (7:00 a.m. to 7:00 p.m.)
05/17/2023	Last Day to Canvass the Election, City Council is the canvassing authority that will canvass and declare the results of the election at a council meeting posted in compliance with the Open Meetings Act.

	Swearing-in of incoming councilmembers at City Council Meeting.
Any time after election	Final report of Campaign Contributions and Expenditures.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Calling Municipal Election

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ORDERING THE GENERAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY, 2023, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS FOR POSITIONS TWO (2) AND FIVE (5); MAKING OTHER PROVISIONS RELATED TO SUCH ELECTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Friendswood City Council deems that, in accordance with the laws of the State of Texas, a General Election should occur on May 6, 2023, for the purpose of electing a Councilmember to Position No. Two (2) and a Councilmember to Position No. Five (5); and

WHEREAS, the Friendswood City Council wishes to proceed with the ordering of such election and the City Council has determined that holding such election is in the public interest; and

WHEREAS, the laws of the State of Texas further provide that the Texas Election Code ("Code") is applicable to all general municipal elections and in order to comply with said Code, an ordinance should be passed establishing the procedures to be followed for the May 6, 2023, election; NOW THEREFORE,

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

Section 1. General Election. In accordance with the Charter of the City of Friendswood and the laws and the Constitution of the State of Texas, a General Municipal Election is hereby ordered to be held in and throughout the City of Friendswood on May 6, 2023, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. at which General Election all qualified voters of the City of Friendswood, Texas (the "City") may vote for the purpose of electing the following officials of the City:

Councilmember, Position No. 2; and
Councilmember, Position No. 5.

Section 2. Placement on Official Ballot. That any eligible and qualified person may have his/her name printed upon the official ballot as an independent candidate for the office of Councilmember by filing a sworn application with the City Secretary of the City of Friendswood, no later than 5:00 p.m., February 17, 2023. The form of the sworn application for the candidates for the office of Councilmember shall be as set forth by Section 141.031 of the Texas Election Code.

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

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

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

<u>OFFICIAL BALLOT</u> Vote for the candidate of your choice in each race by placing an 'X' or filling in the shape beside the candidate's name. <u>COUNCILMEMBER POSITION NO. 2</u> <u>COUNCILMEMBER POSITION NO. 5</u>
--

Section 5. Placement on/Removal from Ballot. That any person eligible for the office of City Councilmember who has filed his/her own sworn application in accordance with the provisions of this ordinance shall have his/her name printed on the official ballot. On or before February 24, 2023, any such person may cause his/her name to be withdrawn by filing, in writing, with the City Secretary, a request to that effect over his/her own signature, duly attested to by a Notary Public. No names so withdrawn shall be printed on the ballot.

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

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

Section 8. Polling Locations. That the City shall use the polling places along with election officials for the general election ordered in Section hereof as designated by Harris County and Galveston County.

Section 9. Voting Equipment. Hart InterCivic Verity equipment shall be used for voting at the designated election precincts, and electronic counting devices and equipment shall be used for counting the ballots at the general election.

Section 10. Early Voting. Each qualified voter who desires to cast an early vote shall be entitled to an official ballot and the right to cast such ballot in accordance with the provisions of the Texas Election Code. Early voting will be conducted by the Early Voting Clerks at the places designated by Harris County and Galveston County. The location of the main early voting polling place for each county is as follows:

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

Hart Intercivic Verity equipment shall be used for early voting by personal appearance. Early voting by personal appearance shall commence on April 24, 2023, and end on May 2, 2023, in accordance with the schedules adopted by Harris and Galveston Counties. Hart Intercivic Verity equipment shall be used

for early voting by mail in Harris County and Galveston County. Applications for ballots to be voted by mail should be mailed as follows:

(a) For Galveston County:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
ATTN: Ballots by Mail c/o Dwight Sullivan Galveston County Clerk P. O. Box 17253 Galveston, TX 77552-7253	(409) 765-3249	Galveston County Courthouse Dwight D. Sullivan Galveston County Clerk Election Division 600 59 th St., 2 nd Floor, Suite 2001 Galveston, TX 77551
By email ⁽¹⁾ : absenteeballotapplications@co.galveston.tx.us		
Phone No.: 409-770-5108		Website: http://galvestonvotes.org

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

(b) For Harris County:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
Cliford Tatum Harris County Election Administrator Attn: Election Division P.O. Box 1148 Houston, TX 77251-1148	(713) 755-4983 or (713) 437-8683	Clifford Tatum Harris County Election Administrator 1001 Preston, 4th Floor, Room 440 Houston, TX 77002
By email ⁽¹⁾ : vbm@cco.hctx.net		
Phone No.: (713) 755-6935		Website: http://harrisvotes.org

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

The last day to submit an application for a ballot to the respective Early Voting Clerk to be voted by mail is April 25, 2023 (received, not postmarked).

Section 11. Central Counting Stations. The Central Counting Stations to receive and tabulate voted ballots shall be at the locations designated by Harris and Galveston Counties.

Section 12. Election Notice. The general election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In the general election, the Mayor and the City Secretary of the City of Friendswood shall do and perform each act as required to be done and performed respectively by the County Judge and the County Clerk of the Commissioners' Court. The notice of the general election shall be given by posting a substantial copy of this election ordinance at City Hall and at three other places in the City, not later than the 21st day prior to the date set for the election; and a substantial copy of this election ordinance also shall be published at least once in a newspaper of general circulation published in the City, the date of the first publication to be not more than 30 days and not less than 10 days prior to the date set for the general election. Notice of the general election shall also be provided to the Harris County Clerk and Galveston County Clerk not later than the 60th day before the date of the election ordered herein.

Section 13. Further Action. The City Secretary is further authorized to give or cause to be given notices required for the general election, and to take such other and further action as is required to conduct such election in compliance with the Texas Election Code.

Section 14. Compliance with Law. In all matters relating to the ordering, giving notice, and holding the general election, the City shall comply with the applicable parts of the Texas Election Code, including Chapter 272 of the Texas Election Code pertaining to bilingual requirements, and the Federal Voting Rights Act of 1965, as amended.

Section 15. Effective Date. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 12/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution designating the Mayor as the City's representative in seeking eligible grant funds under the General Victim Assistance Direct Services Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Funding is available from the State of Texas, Governor's Office, Criminal Justice Division, General Victim Assistance – Direct Services Program for a 12-month grant period. An in-kind match is required. This requirement is met by utilizing volunteers and an internship program. The grant will supply salary and some benefit-related expenses for one current full-time liaison for one year. Cash match is not required this year. So, the 20% cash match usually listed in the VOCA application has been removed for a second year.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - VOCA Grant
2. 2024 VOCA Proposed Grant Application

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

WHEREAS, the City of Friendswood (the "City") desires to continue the Friendswood Police Department Crime Victim Assistance Program (the "Program"), which provides services to persons who are victims of crime; and

WHEREAS, such Program has been funded, in part, by the General Victim Assistance Direct Services Program, currently administered through the Office of the Governor, Criminal Justice Division, for more than twenty (20) years; and

WHEREAS, the Friendswood Police Department is responsible for the administration of the Program, providing direct services to victims; and

WHEREAS, the City Council of the City of Friendswood, Texas finds it in the best interest of the citizens of Friendswood that the Program be continued; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application, pursuant to the General Victim Assistance Direct Services Program, to the Office of the Governor, Criminal Justice Division in the amount of SEVENTY-SIX THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$76,908.00).

Section 3. That pursuant to the terms of the grant referenced in Section 2 hereof, the City Council of the City of Friendswood hereby authorizes an in-kind match as required by the grant application authorized in Section 1 hereinabove.

Section 4. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 5. That in the event of loss or misuse of the Criminal Justice Division grant funds, the City Council of the City of Friendswood hereby assures the Criminal Justice Division of the Office of the Governor, State of Texas, that such grant funds will be returned to the Criminal Justice Division in full.

Section 6. 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 6th day of February, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Grant Number: 1406222

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Agency Name: Friendswood, City of
Grant/App: 1406222 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

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

Eligibility Information

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

Application Eligibility Certify:
Created on:12/21/2022 12:00:23 PM By: Lisa Price

Profile Information

Applicant Agency Name: Friendswood, City of
Project Title: Crime Victim Assistance Program
Division or Unit to Administer the Project: Friendswood Police Department
Address Line 1: 1600 Whitaker Drive
City/State/Zip: Friendswood Texas 77546-4177
Start Date: 10/1/2023
End Date: 9/30/2024

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

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

Financial Official
Name: Katina Hampton
Email: asocentral@friendswood.com
Address 1: 910 S. Friendswood Drive
City: Friendswood, Texas 77546
Phone: 281-996-3221 Other Phone:
Title: Ms.
Position: Director of Administrative Services

Project Director

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

Grant Writer

Name: Lisa Price
Email: lprice@friendswood.com
Address 1: 1600 Whitaker Drive
City: Friendswood, Texas 77546
Phone: 281-996-3313 Other Phone: 281-650-1285
Fax: 281-482-9318
Title: Ms.
Salutation: Officer
Position: Assistant to the Chief

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17414932024003
Unique Entity Identifier (UEI): EEDJAMUEKFJ5

Narrative Information**Introduction**

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

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

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

Program-Specific Questions**Culturally Competent Victim Restoration**

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery

process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

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

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

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

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

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

☐ Yes
☒ No

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

N/A

Certifications

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

Constitutional Compliance

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

Forensic Medical Examination Payments

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

Confidentiality and Privacy

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

Activities that Compromise Victim Safety and Recovery

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

Polygraph Testing Prohibition

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

Protection Orders

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

Offender Firearm Prohibition

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

Criminal Charges

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

Cybersecurity Training Requirement

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

Criminal History Reporting

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

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

Uniform Crime Reporting (UCR)

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

Immigration Legal Services

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services,

and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination

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

Records

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

Volunteers

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

Crime Victims' Compensation

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

Community Efforts

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

Civil Rights Information

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

Victims of Federal Crime

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

No Charge

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

Effective Services

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

College Campus Confidential Direct Services Providers

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

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

Compliance with State and Federal Laws, Programs and Procedures

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

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

Policies that Prohibit or Materially Limit the Enforcement of Immigration Laws

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants

the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison: Haley Brown

Enter the Address for the Civil Rights Liaison:

910 S. Friendswood Drive, Friendswood, TX 77546

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

Overall Certification

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

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

Project Abstract :

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

Problem Statement :

Domestic violence accounts for 75% of the total offenses seen by the Friendswood Crime Victim Assistance Program. The demand for domestic violence services in the Friendswood community remains steady and necessitates a coordinated response to calls for assistance, protection, education and emergency services. The Galveston County Community Plan identifies domestic violence as one of the most pressing priorities in our community. There is a continued need to provide additional information on available services, service

accessibility, safety planning, and legal options; including filing protective orders. For the other 25% of Friendswood crime victims, the consequences for failing to coordinate service provision can be detrimental. Victims may decide that getting help is not worth the effort. Duplication of services may occur, leading to unnecessary and inefficient use of limited resources. Victims need accurate information and referral services, where they are not passed from one agency to another.

Supporting Data :

In 2022 grant cycle, the Friendswood Crime Victim Assistance program serviced 125 primary victims of domestic violence. This number comprises 37% of the total number of victims served. There were 50 survivors of sexual assault served in the last grant cycle; 40 were children under the age of 17. In total, 42 child victims were served by the program. There were 28 victims of violent crime aged 60 and older and does not include those who were victims of financial exploitation. Stalking and harassment cases are on the rise with 28 primary victims of stalking/harassment served in the last grant cycle.

Project Approach & Activities:

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

Capacity & Capabilities:

With 24 years of providing victim services and experience in managing local, state and federal grant funding, the Friendswood Victim Assistance Program maintains high integrity regarding having the capacity and capability to effectively manage this project's award. Additionally, the services provided by this program are supported by an experienced and trained victim advocate and have the support of city council and the city administration.

Performance Management :

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

Target Group :

The project focuses on victims of crime, witnesses and secondary victims who are victimized within the corporate city limit of Friendswood, located in Galveston County and Harris County. This includes victims and family members of victims of domestic violence, dating violence, sexual assault, stalking, and survivors of homicide. The target group includes all victims of crime, which in prior grant period (ending 9/30/2021) was 298 victims. The program is estimating an increase to 350 victims. The majority of the victims serviced are females (70% based on prior grant year statistics). Based on Friendswood's demographic make-up, it is estimated that applicants would be 77.5% white, 12.5% Hispanic, 4.8% Asian and 3.4% black. During the last grant cycle, the population breakdown was 73% white, 13% Hispanic, 2% Asian and 10% black. The Friendswood program places special emphasis on developing and enhancing resources that impact victims of domestic violence and assault, which collectively makes up 75% of offenses addressed by this program. Of special note, the City of Friendswood estimated 14% of the population is 65 years of age and over. This is a group that is under-represented among the victims of crime in general. The consequences of criminal victimization are harsher for the elderly because so many are living on fixed incomes and are more likely to be physically hurt. They are more fearful and isolated from others, so the psychological consequences of crime may be more severe.

Evidence-Based Practices:

The Friendswood Crime Victim Assistance Program complies with the IACP model policy for the Response to Victims of Crime (<https://www.theiacp.org/sites/default/files/2020-07/Victims%20of%20Crime%20FULL%20-%2007282020.pdf>) and follows the IACP's Strategy Package for "Enhancing Law Enforcement Response to Victims" which can be found at <https://www.theiacp.org/projects/enhancing-law-enforcement-response-to-victims-elerv>. In fact, the Friendswood Police Department's former crime victim liaison, Lisa Voyles, served as a consultant for "Enhancing Law Enforcement Response to Victims: Implementation Guide, Volume 2" using her experience and knowledge to formulate a model program for other law enforcement agencies to follow.

Project Activities Information**Introduction**

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

project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	50.00	Phone and in-person information and/or referrals, accompaniment, advocacy for all necessary crisis procedures (medical, law enforcement, legal, shelter, etc.), transportation, emergency financial assistance, crime victim compensation filing
Legal Advocacy	50.00	Personal advocacy and emotional support such as working with the victim to assess the impact of the crime, identification of victim's needs, case management, management of practical problems created by the victimization, identification of resources available to the victim, provide information, referrals, advocacy, and follow-up contact for continued services, as needed. Staff meets with victims to help them through the criminal justice process; comfort and provide support during interviews and court proceedings; assist in completion of necessary paperwork for protective orders, crime victims compensation and other victims services; acts as a liaison between the victim, the detective, the court and social service agencies; provides resources for community outreach to victims; keeps in contact with the victim throughout the case.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of survivors assisted through the legal process.	300
Number of survivors receiving crisis counseling.	100
Number of times survivors are accompanied to court.	5
Number of victims / survivors seeking services who were served.	350
Number of victims seeking services who were not served.	0

Resolution from Governing Body

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

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;

3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

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

Contract Compliance

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

Select the appropriate response:

☐ Yes

☒ No

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

Enter a description for monitoring contract compliance: N/A

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☐ No

☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☐ No

☒ N/A

Fiscal Year

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

Enter the Begin Date [mm/dd/yyyy]: 10/1/2023

Enter the End Date [mm/dd/yyyy]: 9/30/2024

Sources of Financial Support

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

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended: 6436192

Enter the amount (in Whole Dollars \$) of State Grant Funds expended: 546482

Single Audit

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

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

Select the appropriate response:

☒ Yes

☐ No

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

Enter the date of your last annual single audit: 9/30/2021

Equal Employment Opportunity Plan Compliance

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

Type I Entity

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

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or

- is receiving a single award of less than \$25,000.

Requirements

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

Type II Entity

Defined as an applicant that meets the following criteria:

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

Requirements

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

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed: Haley Brown, Human Resources Director City of Friendswood 910 S. Friendswood Drive, Friendswood, TX 77546

Type III Entity

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

Requirements

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

Certification

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

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

Debarment

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

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

Select the appropriate response:

- ☒ I Certify
- ☐ Unable to Certify

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

FFATA Certification

Certification of Recipient Highly Compensated Officers

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

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

- ☐ Yes
- ☒ No

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

☐ Yes
☒ No

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

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

Victim Services Information

Agency Type

Implementing Agency Type - Government

Which designation best describes your agency

- Law enforcement

Purpose of Award

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

Type of Crime Funding Distribution

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

victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime Enter whole percentages only	Funds Dedicated to Crime Current Award x Percent Entered
Child Physical Abuse	0	\$0.00
Child Sexual Abuse	0	\$0.00
Domestic and Family Violence	37	\$28,455.96
Child Sexual Assault	6	\$4,614.48
Adult Sexual Assault	1	\$769.08
DUI/DWI Crashes	1	\$769.08
DUI/DWI Crashes	1	\$769.08
Assault	38	\$29,225.04
Adults Molested As Children	0	\$0.00
Elder Abuse	1	\$769.08
Robbery	2	\$1,538.16
Survivors of Homicide	2	\$1,538.16
Adult Human Trafficking	0	\$0.00
Child Human Trafficking	0	\$0.00
Other Violent Crimes	0	\$0.00
Description:		
Other Non-Violent Crimes	12	\$9,228.96
Description:	stalking, harassment, threats, other vehicular crime	
SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget
		\$76,908.00

Use of Funds

Does this project provide DIRECT SERVICES to victims:

☒ Yes
☐ No

Information and Referral

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

- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidentiality programs, etc.)

Personal Advocacy/Accompaniment

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

Emotional Support or Safety Services

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

Shelter/Housing Services

Criminal/Civil Justice System Assistance

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

Assistance in Filing Compensation Claims

- Assists potential recipients in seeking crime victim compensation benefits

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

Types of Victimizations

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

Types of Victimizations

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault
- Adults sexually abused/assaulted as children
- Arson
- Bullying (verbal, cyber, or physical)
- Burglary
- Child physical abuse or neglect
- Child pornography
- Child physical abuse or neglect
- Domestic and/or family violence
- DUI/DWI incidents
- Elder abuse or neglect
- Hate crime: racial/religious/gender/sexual orientation/other

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

- Human trafficking: labor
- Human trafficking: sex
- Identity theft/fraud/financial crime
- Kidnapping (noncustodial)

- Kidnapping (custodial)
- Mass violence (domestic/international)
- Other vehicular victimization (e.g., hit and run)
- Robbery
- Stalking/harassment
- Survivors of homicide victims
- Teen dating victimization
- Terrorism (domestic/international)

Budget and Staffing

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

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

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

OOG Current Budget: \$76,908.00

Other State Funds: \$0.00

Other Local Funds: \$0.00

Other Federal Funds: \$0.00

Other Non-Federal Funds: \$0.00

Total Victimization Program Budget: \$76,908.00

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

Total number of staff: 1

Number of staff hours funded through THIS grant award (plus match) for grantee's

victimization programs and/or services:

Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours: 2000

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:

COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff: 5

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:

Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers: 100

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

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

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Liaison	\$76,908.00	\$0.00	\$0.00	\$0.00	\$76,908.00	65

DESCRIPTI ON	Crime Victim Liaison, Nora Hunt: Job Description: provides case management, crisis support, follow up contact, personal advocacy, telephone contact, information, referrals, and volunteer coordination. Total Salary + Fringe Benefits = \$118,034
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Budget Summary Information

Budget Summary Information by Budget Category:

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

Budget Grand Total Information:

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/10/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program to fund the purchase of Mobile Fingerprint Readers to be used by patrol division to collect the fingerprint of potential individuals on traffic stops, active scenes, or at crime scenes to ascertain positive identification and potential warrant status; and authorizing a representative to accept or affirm any resulting grant award.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This proposed resolution ratifies and approves the City of Friendswood's (the "City") application to the Office of the Governor for the FY2023-24 State Homeland Security Grant Program in the amount of \$3,300 to fund the purchase of mobile fingerprint readers for the Friendswood Police Department; and authorizes the Mayor as the City's representative to accept or affirm any grant award that may result.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If awarded, this grant would fund the purchase of three handheld "MorphoIDent" fingerprint readers. The fingerprint devices are handheld modules which can be used by the patrol division to collect the fingerprints of potential individuals on traffic stops, active scenes, or at crime scenes to ascertain positive identification and potential warrant status. The information collected provides and immediate return through AFIS. This tool will allow for the identifying of high-risk threats, terrorists, or wanted persons traversing within the city limits

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - SHSP Grant - Mobile Fingerprint Readers

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2023-2024 STATE HOMELAND SECURITY GRANT PROGRAM IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$3,300.00) TO FUND THE PURCHASE OF MOBILE FINGERPRINT READERS TO BE USED BY PATROL DIVISION TO COLLECT THE FINGERPRINT OF POTENTIAL INDIVIDUALS ON TRAFFIC STOPS, ACTIVE SCENES, OR AT CRIME SCENES TO ASCERTAIN POSITIVE IDENTIFICATION AND POTENTIAL WARRANT STATUS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Office of the Governor sought proposals from local governments and other eligible project sponsors for the FY2023-24 State Homeland Security Grant Program ("SHSP"); and

WHEREAS, the purpose of SHSP is to support state and local efforts to enhance our national resilience to absorb disruptions and rapidly recover from incidents both natural and manmade as well as to implement the goals and objectives included in the state's homeland security strategies and initiatives; and

WHEREAS, on January 9, 2023, the City of Friendswood submitted a grant application to Office of the Governor for the FY2023-2024 State Homeland Security Grant Program in the amount of THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$3,300.00) to fund the purchase of Mobile Fingerprint Readers to be used by patrol division to collect the fingerprint of potential individuals on traffic stops, active scenes, or at crime scenes to ascertain positive identification and potential warrant status; and

WHEREAS, the requested funding will be used to purchase the aforementioned Mobile Fingerprint Readers; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, hereby ratifies and approves the application submitted to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program in the amount of THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$3,300.00) to fund the purchase of Mobile Fingerprint Readers to be used by patrol division to collect the fingerprint of potential individuals on traffic stops, active scenes, or at crime scenes to ascertain positive identification and potential warrant status.

Section 2. That the Mayor is hereby designated as the authorized representative for all purposes under the grant.

Section 3. That the Mayor of the City of Friendswood is hereby authorized to accept or affirm any grant award that may result from the above application.

Section 4. That in the event of loss or misuse of the grant funds, the City Council of the City of Friendswood hereby assures the Office of the Governor that such grant funds will be returned in full.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/10/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program to fund the purchase of EMS Response Supplies for Friendswood EMS specifically designed to treat abdominal wounds and will be maintained to respond to active attacks; and authorizing a representative to accept affirm any resulting grant award.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This proposed resolution ratifies and approves the City of Friendswood's (the "City") application to the Office of the Governor for the FY2023-24 State Homeland Security Grant Program in the amount of \$8,970 to fund the purchase of Friendswood EMS Response Supplies; and authorizes the Mayor as the City's representative to accept or affirm any grant award that may result.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This grant would fund the purchase of emergency medical response supplies for Friendswood EMS. These supplies are specifically designed to treat abdominal wounds and will be maintained to respond to active attacks. The City of Friendswood is requesting to purchase 12 XSTAT Hemostatic Devices and 9 Junctional Tourniquets.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - SHSP Grant - EMS Response Supplies

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2023-2024 STATE HOMELAND SECURITY GRANT PROGRAM IN THE AMOUNT OF EIGHT THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$8,970.00) TO FUND FRIENDSWOOD EMS RESPONSE SUPPLIES; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Office of the Governor sought proposals from local governments and other eligible project sponsors for the FY2023-24 State Homeland Security Grant Program ("SHSP"); and

WHEREAS, the purpose of SHSP is to support state and local efforts to enhance our national resilience to absorb disruptions and rapidly recover from incidents both natural and manmade as well as to implement the goals and objectives included in the state's homeland security strategies and initiatives; and

WHEREAS, on January 9, 2023, the City of Friendswood submitted a grant application to Office of the Governor for the FY2023-2024 State Homeland Security Grant Program in the amount of EIGHT THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$8,970.00) to fund Friendswood EMS Response Supplies; and

WHEREAS, the requested funding will address the region's risk by procuring EMS response supplies specifically designated to treat abdominal wounds and to respond to active attacks; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, hereby ratifies and approves the application submitted to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program in the amount of EIGHT THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$8,970.00) to fund Friendswood EMS Response Supplies.

Section 2. That the Mayor is hereby designated as the authorized representative for all purposes under the grant.

Section 3. That the Mayor of the City of Friendswood is hereby authorized to accept or affirm any grant award that may result from the above application.

Section 4. That in the event of loss or misuse of the grant funds, the City Council of the City of Friendswood hereby assures the Office of the Governor that such grant funds will be returned in full.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/10/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-24 Urban Area Security Initiative Grant Program to fund the purchase of training equipment for use in the Tactical Combat Casualty Care course for EMS, Police and Fire first responders; and authorizing a representative to accept or affirm any resulting grant award.

Originating Department: Fire Marshal

Degree of importance: Significance

SUMMARY / ORIGINATING CAUSE

This proposed resolution ratifies and approves the City of Friendswood's (the "City") application to the Office of the Governor for the FY2023-24 Urban Area Security Initiative Grant Program in the amount of \$7,589.95 to fund the purchase of training equipment for use in the Tactical Combat Casualty Care ("TCCC") course for EMS, Police and Fire first responders; and authorizes the Mayor as the City's representative to accept or affirm any grant award that may result.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If awarded, this grant would fund the purchase of turn-key training kits to equip twenty-five (25) students per TCCC course, with the equipment being reusable and sustainable. Thus, allowing the Friendswood EMS to routinely conduct and host the TCCC course for EMS, Police, and Fire first responders for EMS responses to active attacks, focusing on bleeding control, trauma treatment, and triage. Classes will be open to outside jurisdictions.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - UASI Grant - Tactical Combat Casualty Care Training Equipment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2023-24 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED EIGHTY-NINE AND 95/100 DOLLARS (\$7,589.95) TO FUND TRAINING EQUIPMENT FOR USE IN THE TACTICAL COMBAT CASUALTY CARE COURSE FOR EMS, POLICE AND FIRE FIRST RESPONDERS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Office of the Governor ("OOG") sought proposals from local governments and other eligible project sponsors for the FY2023-24 Urban Area Security Initiative Grant Program ("UASI"); and

WHEREAS, the purpose of UASI is to support state and local efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

WHEREAS, on December 21, 2022, the City of Friendswood submitted a grant application to the OOG in the amount of SEVEN THOUSAND FIVE HUNDRED EIGHTY-NINE AND 95/100 DOLLARS (\$7,589.95) for funding training equipment for use in the Tactical Combat Casualty Care ("TCCC") Course for EMS, Police and Fire first responders; and

WHEREAS, the City Council of the City of Friendswood supports such application and finds it in the best interest of its citizens that the City procure turn-key training kits to equip first responders for EMS responses to active attacks, focusing on bleeding control, trauma treatment, and triage; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, hereby ratifies and approves the application submitted to the Office of the Governor for the FY2023-24 Urban Area Security Initiative Grant Program in the amount of SEVEN THOUSAND FIVE HUNDRED EIGHTY-NINE AND 95/100 DOLLARS (\$7,589.95) for funding training equipment for use in the Tactical Combat Casualty Care ("TCCC") Course for EMS, Police and Fire first responders.

Section 2. That the Mayor is hereby designated as the authorized representative for all purposes under the grant.

Section 3. That the Mayor of the City of Friendswood is hereby authorized to apply for, accept, reject, alter or terminate the grant on behalf of the City of Friendswood.

Section 4. That in the event of loss or misuse of the grant funds, the City Council of the City of Friendswood hereby assures the Office of the Governor that such grant funds will be returned in full.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/17/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the Red Ball Oxygen Waterline Improvements Project at the completion of the contractor's one-year maintenance period and release the maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of Red Ball Oxygen Waterline Improvements in January 2022. The maintenance bond has reached its obligation. This agenda item is to authorize the final acceptance of the Red Ball Oxygen Waterline Improvements and to formerly release that bond.

City staff conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

THC Directional Drilling will have its bond released immediately upon final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond

RELEASE OF BOND

Date: February 6, 2023

Project Name: Red Ball Oxygen Waterline Improvements

TO: TCH Directional Drilling
4040 Ellis Rd.
Friendswood, TX 77546

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 January 10, 2022, 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: February 6, 2023

Date submitted: 01/17/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Memorandum of Understanding with the Estate of George A. Bofysil, Jr., concerning the timing of the Estate's payment of its portion of the Developer Contribution under the Agreement for Funding of Public Improvements dated May 7, 2018.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize a Memorandum of Understanding with the Estate of George A. Bofysil, Jr., (the "Estate") concerning the timing of the Estate's payment of its portion of the Developer Contribution under the Agreement for Funding of Public Improvements dated May 7, 2018 (the "Agreement").

The Agreement was between the City and three property owners, including the Estate. Each of the three property owners agreed to contribute \$200,000, which was to be used by the City as matching funds for Galveston County's construction of Friendswood Lakes Boulevard. When the Agreement was entered into, it was believed that the Estate's property would soon be sold for a retail development. As such, the Estate was to contribute its \$200,000 upon the latter of the following:

1. commencement of development activities (evidenced by the commencement of grading activities initiated by such Developer) other than in connection with the Approved Project, on their respective portions of such Developer's Property or
2. completion of the Approved Project in accordance with the Approved Project Scope,

Because there have been no development activities on the Estate's property, the Estate's contribution is not yet due. This MOU clarifies that the Estate will pay its contribution on (i) the date that development activities occur on its property or (ii) the date the Estate sells its property, whichever is later.

If approved, this MOU will be recorded in the real property records of Galveston County.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. MOU - Bofysil Estate Developer Contribution

**MEMORANDUM OF UNDERSTANDING
REGARDING THE
AGREEMENT FOR FUNDING OF PUBLIC IMPROVEMENTS**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Memorandum of Understanding (MOU) regarding the Agreement for Funding of Public Improvements (the "Agreement") is made by and between the City of Friendswood (the "City") and the Estate of George A. Bofysil, Jr. (the "Estate") on the date hereinafter last specified.

W I T N E S S E T H:

WHEREAS, On May 7, 2018, the City entered into the Agreement with Cypress Creek Holdings, LTD.; Melissa Cleaves Benson, Constance Cleaves Brakebill, Virginia Parrish Cleaves, Ted Cleaves, and Catherine Cleaves Mahon; Yellowstone Hill Country Ranch, LLC; and the Estate; and

WHEREAS, the Agreement contains terms with respect to the Estate's payment of its portion of the Developer Contribution; and

WHEREAS, the City and the Estate wish to execute this Memorandum of Understanding (the "Memorandum") to publish notice of the Estate's obligation for such payment;

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 MOU shall have the same meanings as in the Agreement.
2. Clarification. Notwithstanding anything to the contrary contained in the Agreement, the City and the Estate hereby agree:
 - a. the Estate shall pay the City TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), which constitutes the Estate's portion of the Developer Contribution, on or before the earlier of:
 - (1) the date the Estate commences grading activities on the portion of the Developer's Property owned by the Estate as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Estate's Property"); or
 - (2) the date the Estate closes on the sale of the Estate's Property; and
 - b. this MOU and the Agreement shall remain in full force and effect as to the City and the Estate until the payment described in this Section 2 is paid in full.
3. Miscellaneous Provisions.
 - a. Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this MOU.
 - b. Entire Agreement. The provisions of this MOU 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 MOU and the provisions of the Agreement, the provisions of this MOU shall control.

- c. Interpretation. This MOU 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 MOU.
- d. Captions. Captions contained in the Agreement and this MOU 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.
- e. No Waiver. By this MOU, 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 MOU, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this MOU 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 Memorandum 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, this the ____ day of _____, 2023, the date of signature by the City Manager.

CITY:
CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on January ____, 2023, by MORAD KABIRI, City Manager, of the City of Friendswood, on behalf of such city.

Notary Public in and for the State of Texas

My commission expires: _____

**ESTATE:
ESTATE OF GEORGE A. BOFYSIL, JR.**

Sherry B. Angelo, Independent Co-Executrix of
the Estate of George A. Bofysil, Jr.

Georgia B. Graugnard, Independent Co-
Executrix of the Estate of George A. Bofysil, Jr.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on January ____, 2023, by Sherry B. Angelo, as the independent co-executrix of the Estate of George A. Bofysil, Jr., on behalf of such estate.

Notary Public in and for the State of
Texas

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on January ____, 2023, by Georgia B. Graugnard, as the independent co-executrix of the Estate of George A. Bofysil, Jr., on behalf of such estate.

Notary Public in and for the State of
Texas

My commission expires: _____

EXHIBIT A

Description of Estate's Property

**DESCRIPTION OF 17.863 ACRES
BEING A REMAINDER OF LOT 4, BURGESS SUBDIVISION
VOLUME 119, PAGE 14, GALVESTON COUNTY MAP RECORDS
GEORGE W. PATTERSON SURVEY, A-645
GALVESTON COUNTY, TEXAS**

Being a 17.863 acre tract in the George W. Patterson Survey, A-645, Galveston County, Texas; and being a remainder of Lot 4 of the Burgess Subdivision of Galveston County, Texas, as recorded under Volume 119, Page 14 of the Galveston County Deed Records, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found marking the north corner of Lot Eight, Block One, of the Somerset Place Subdivision, as recorded under Volume 18, Page 302 of the Galveston County Map Records, and being on the southeast right of way line of Texas Farm to Market Road No. 528 (F.M. 528), (180' Right of Way), as recorded under Volume 1005, Page 293 of the Galveston County Deed Records, and Galveston County Clerk's File No. 9043037, and being the west corner of the herein described tract, said 5/8 inch iron rod having a Texas state plane coordinate of X= 3,173,817.0 and Y= 13,745,627.2 (NAD 83);

THENCE, N 37° 32' 49" E, along the southeast right of line of said F.M. 528, a distance of 1137.24 feet to a 5/8 inch iron rod with plastic cap set for a point of curvature of said southeast right of way line;

THENCE, continuing along the said southeast right of line of F.M. 528 and a curve to the right, having a radius of 2774.79 feet, a central angle of 02° 30' 16", an arc distance of 121.28 feet and chord bearing and distance of N 38° 59' 55" E – 121.27 feet, to a 5/8 inch iron rod found on said southeast right of way line marking the west corner of the Friendswood Lakes Subdivision, Section One, as recorded under Volume 18, Page 1176 of the Galveston County Map Records, and being the north corner of the herein described tract;

THENCE, S 48° 18' 05" E, departing the said southeast right of line of F.M. 528 and along the southwest line of said Friendswood Lakes Subdivision, Section One, a distance of 663.15 feet to a 5/8 inch iron rod found on the said southwest line of said Friendswood Lakes Subdivision, Section One, and being a north corner of the Sterling Creek Subdivision, as recorded under Galveston County Clerk's File No. 2012035034, and being the east corner of the herein described tract;

THENCE, S 41° 46' 55" W, along a northwest line of said Sterling Creek Subdivision, a distance of 1256.17 feet to a 5/8 inch rod found marking a west corner of said Sterling Creek Subdivision, and being on the northeast line of Lot Thirteen, Block One, of said Somerset Place Subdivision, and being the south corner of the herein described tract;

THENCE, N 48° 13' 28" W, along the said northeast line of the Somerset Place Subdivision, a distance of 573.28 feet to the **POINT OF BEGINNING** and containing 17.863 acres or 778,129 square feet.

All coordinates and bearings shown are referenced to the Texas Coordinate System, South Central Zone, (NAD 83).

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/20/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution authorizing the Agreement for the Temporary Closure of State right-of-way with the Texas Department of Transportation for the temporary closure of FM 2351 for the 2023 Youth Sports Day Parade.

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

City staff request approval for the temporary closure of the following segments of State right-of-way for the 2023 Youth Sports Parade to be held on Saturday, March 25th, 2023, from 9:00 a.m. to 9:45 a.m.: (1) FM 518 (S. Friendswood Drive) between E. Shadowbend and FM 2351, and; (2) FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Temporary Closure of State ROW for 2023 Youth Sports Day Parade
2. Exhibit A - TxDOT Parade Closure Agreement - 2023 Youth Sports Day Parade

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT WITH FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE 2023 YOUTH SPORTS DAY PARADE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the 2023 Youth Sports Day Parade serves a public purpose.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the 2023 Youth Sports Day Parade. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2023\02-06-2023\Resolution - Temporary Closure of State ROW for 2023 Youth Sports Day Parade.docx

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

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

W I T N E S S E T H

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

WHEREAS, the local government has requested the temporary closure of FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 & FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive for the purpose of Youth Sports Day Parade, from 9:00 a.m., Saturday, March 25, 2023 to 9:45 a.m., Saturday, March 25, 2023 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

WHEREAS, on the 6th day of March, 2023, the Friendswood City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

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

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

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

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

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

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

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

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

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

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

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

Article 13. SOLE AGREEMENT

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

Agreement No. _____

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

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

Temporary closure of the Following segments of State Right of Way for the Youth Sports Day Parade to be held on Saturday, March 25, 2023.

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

Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____



City of Friendswood

Traffic Control Plan “Friendswood Youth Sports Day Parade”

Saturday, March 25, 2023

Farm to Market Traffic Stopping Points

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

FM 518 (South Friendswood Drive)

Intersection of FM 2351 and FM 518

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

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

Intersection of FM 2351 at Sunset Drive

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

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

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

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

Northbound Traffic on FM 518 at E. Shadowbend

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

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

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

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM

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

Civic Engage email notification

Other news media/Facebook/Twitter

Contact Persons

Capt. Dennis Senter, Police Patrol Commander	281-996-3321
Lt. James Price Parade Master	281-996-3371
24 Hour Dispatch	281-996-3300



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



1" = 764'



Parade Route

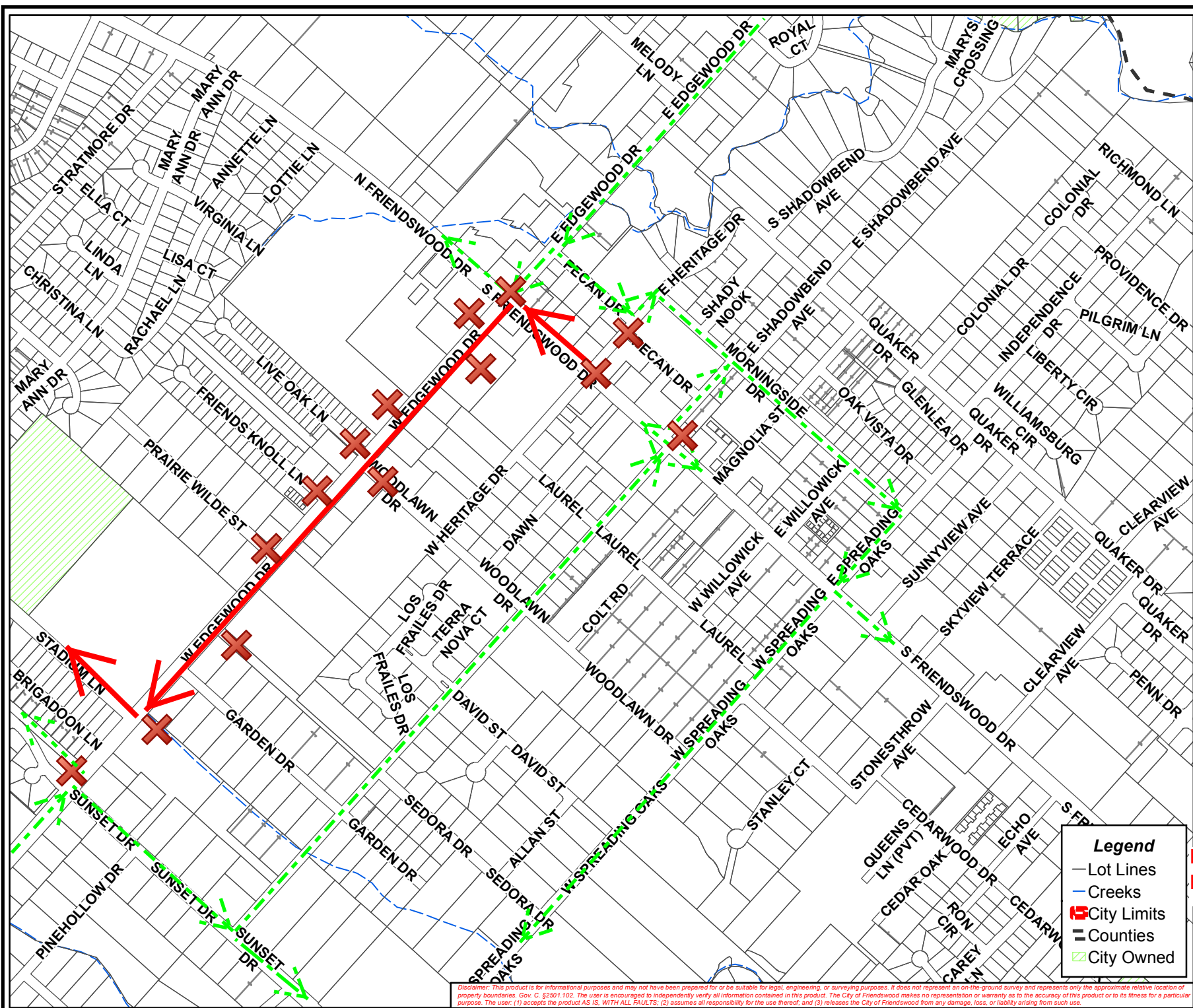
Friendswood GIS Mapping



Detour Route



Police Officer/
Barricade



Legend

- Lot Lines
- Creeks
- City Limits
- Counties
- City Owned

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/18/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the purchase of replacement modems for the City's lift stations, water wells, and surface water plants as well as equipment necessary to provide updated connectivity and remote monitoring of the modems from RCN Technologies through the Texas Department of Information Resources.

Originating Department: Information Technology

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

During implementation of the City's router replacement project, it was discovered the power connectors would need to be changed for the new equipment. The current modems within the lift stations, water wells, and surface water plants are out-dated and on 3G equipment. The replacement 5G devices will update the connectivity equipment and allow monitoring of the modems connectivity. This item authorizes the purchase of such equipment through the Department of Information Resources's Contract Number DIR-CPO-4458 in the amount of \$52,920.93.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood SO-11611



Sales Order

Sales Order# SO-11611

RCN Technologies

200 Jennings Ave.
Knoxville, Tennessee, 37917
865-293-0350

Bill To

City of Friendswood

James O'Brien
910 S Friendswood Drive
Friendswood, Texas, 77546
U.S.A

Ship To

James O'Brien
City of Friendswood
910 S Friendswood Drive
Friendswood, Texas, 77546
U.S.A

Order Date : 09/30/2022

Shipment Date : 10/07/2022

Ref# : 865-024109

Sales person : Ben White

Method of Shipping : Ground / RCN

SPA/DR : Yes

Sim Card : Carrier Providing SIM

Billing Contact Email : jobrien@friendswood.com

Entitlement Email : jobrien@friendswood.com

TechLab Service Needed : Provisioning and Install

#	Item & Description	Qty	Rate	Amount
1	 3-yr NetCloud Ruggedized IoT Essentials Plan and IBR900 router with WiFi (600Mbps modem), with AC power supply and antennas, North America SKU : TC03-0900600M-NN 3-yr NetCloud Ruggedized IoT Essentials Plan and IBR900 router with WiFi (600Mbps modem), with AC power supply and antennas, North America *Pricing Set According to TX DIR Contract DIR-CPO-4458	39.00 Each	890.00	34,710.00
2	 5G/LTE Device Setup & Configuration SKU : TL-SETUP-PRO-M TechLab Setup and Provisioning for multiple devices Includes: -Sim Insertion and Provisioning with Carrier of Choice -Group and Device Configuration via NCM -QC and Go-Live Check with systems check on all WiFi, connection and routing configs -Install OTA assistance where needed	39.00 Each	36.87	1,437.93

#	Item & Description	Qty	Rate	Amount
**Open market item that is peripheral to the TX DIR component listed				
3	 TechLab Professional Install (Tier 3) SKU : TLI-FIELD Tier 3 TechLab Install Includes the following: - Standard Pricing starting at \$499 per building / site - Performed by RCN In-House Technicians or Contracted Technicians - 15 Business days advanced Scheduling (Required) - Expedited Installation may be available. Please request a quote. - Includes fully turnkey install and onsite setup needs. **Open market item that is peripheral to the TX DIR component listed	39.00 Each	350.00	13,650.00
4	 TechLab Professional Field Installation SKU : TLI-FIELD Additional install charge combining POTS replacement project with SCADA	39.00 Each	60.00	2,340.00
5	 GPIO Cable Standard 3 Meter SKU : 170585-001 3 meter power and GPIO Cable (direct wire) for IBR series Cradlepoint routers	39.00 Each	15.00	585.00
Sub Total				52,722.93
Shipping charge				198.00
Total				\$52,920.93

Notes

*Pricing Set According to TX DIR Contract DIR-CPO-4458

**Open market item that is peripheral to the TX DIR component listed

Please Remit To:

RCN Technologies -C/O U.S. Bank TFM Lockbox

PO Box 860573

Minneapolis, MN 55486-0573

Reference: RCN A/C 221414000

Looking forward to working with you in the future. Have a great day!

Terms & Conditions

- Payment Due Net 15 from the ship date for all goods.
- A Service fee of 3.5% of the subtotal payment will be added to all credit card transactions. Payment can be made via check or ACH with no fee.
- Orders containing Installation or other services may be billed separately.
- An executed estimate by an authorized signatory will result in a binding purchase order.
- Items must be returned within 30 days

- Customer is responsible for a 20% restocking fee
 - All services and shipping fees are non-refundable
- Return Policy:
<http://rcntechnologies.com/returns/>

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/25/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Fourth Amendment to the Contract for Professional Services -- Engineer with Kimley-Horn and Associates, Inc., for the Utility Relocation Project and the Deepwood Flood Control Project to perform Phase I Cultural Resources Surveys.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City entered into the Contract for Professional Services - Engineer with Kimley-Horn and Associates, Inc., on December 20, 2020, for the Utility Relocation Project and the Deepwood Flood Control Project (collectively the "Projects") Since that time, the City entered into the following three amendments:

Amendment No. 1 -- Environmental Assessment Services

Amendment No. 2 -- GLO Easement Coordination

Amendment No. 3 -- Tree Mitigation Plan

While coordinating with the Texas Historical Commission ("THC") for the Projects, the THC determined that archeological surveys are required. As such, this Fourth Amendment authorizes such surveys to be performed for both project sites for a lump sum of \$30,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Fourth Amendment - Kimley-Horn and Associates

**FOURTH AMENDMENT TO THE
CONTRACT FOR PROFESSIONAL SERVICES – ENGINEER**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Fourth Amendment (the "Fourth Amendment") to that certain Contract for Professional Services – Engineer, dated December 9, 2020, (the "Contract") by and between Kimley-Horn and Associates, Inc., (the "Engineer") and the City of Friendswood, Texas, a home-rule 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 entered into the Contract with Engineer at a cost not to exceed ONE HUNDRED EIGHTY-TWO THOUSAND AND NO/100 DOLLARS (\$182,000.00) for the Utility Relocation Project and the Deepwood Flood Control Project (collectively the "Project") based upon Engineer's demonstrated competence and qualifications to perform the services; and

WHEREAS, on March 24, 2021, the City and the Engineer entered into Change Order No. 1 (the "First Amendment") to include certain environmental assessment services at a cost of THIRTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$30,500.00); and

WHEREAS, on October 13, 2021, the City and the Engineer entered into Change Order No. 2 (the "Second Amendment") to include GLO easement coordination at a cost of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00); and

WHEREAS, on May 11, 2022, the City and the Engineer entered into Change Order No. 3 (the "Third Amendment") to include a tree mitigation plan at a cost of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00); and

WHEREAS, consistent with the Professional Services Procurement Act, the City desires the Engineer to provide archeological surveys for both sites consistent with the requirements of the Texas Historical Commission ("THC"); and

WHEREAS, the Engineer is willing to provide such additional services under terms and conditions specified herein at a cost not to exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) based upon the following:

1. Utility Relocation Project \$15,000.00
2. Deepwood Flood Control Project \$15,000.00; and

WHEREAS, the terms of the Contract, First Amendment, Second Amendment, and Third Amendment shall remain in full force and effect except as specifically altered by the terms of this Fourth 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 The first paragraph of 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 as well as the additional services specified in the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment. This Contract shall be performed in Galveston County, Texas.

- 1.02 Section A "Compensation" of Article II "Scope of Services" of the Contract is amended to read as follows:

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Exhibit "A," the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment (including subtracted engineer and other professional services) shall not exceed the sum of TWO HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$252,500.00) based upon the following:

Contract.....	\$182,000.00
Preliminary Phase (Lump Sum (LS))..	\$109,000.00
Design Phase (LS).....	\$57,000.00
Construction Phase (Hourly NTE)	\$16,000.00
First Amendment (Environmental Assessment) (LS).....	\$30,500.00
Second Amendment (GLO easement coordination) (LS).....	\$4,000.00
Third Amendment (Tree Mitigation Plan) (LS).....	\$6,000.00
Fourth Amendment (Archeological Surveys) (LS).....	\$30,000.00

- 1.03 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: \$2,000,000
 - 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 \$1,000,000
 - 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.

- 1.04 Exhibit "A" "Scope of Services" of the Contract is hereby amended to include those environmental assessment services specified in the First Amendment, the GLO easement coordination services specified in the Second Amendment, the tree mitigation plan services specified in the Third Amendment as well as the following archeological survey services:

The Engineer shall perform or cause to be performed a Phase I Cultural Resource Survey for the Utility Relocation Project and the Deepwood Flood Control Project, which shall include the following tasks:

Task 1: Background Research and Antiquities Permit Application

Engineer's subconsultant shall:

- Perform online archaeological research and literature review of applicable databases (THC Archeological Sites Atlas, National Register of Historic Places, etc.) and historic aerial photographs maps to get an understanding of the archaeological history and context of the Project areas; and
- Prepare Antiquities Permit applications for both Projects that will include results of the background research and scope for the survey fieldwork.

Engineer shall:

- Submit the applications to the THC for review and approval prior to fieldwork commencing.

Task 2: Fieldwork

Engineer's subconsultant shall:

- Mobilize a crew of two field archeologists to perform cultural resources surveys at the project areas;
- For the Utility Relocation Project,
 - Perform approximately nine shovel test excavations within the project area;
 - Perform approximately three auger test excavations on both sides of Clear Creek at drill pads and extra workspace; and
 - Complete the survey fieldwork within three (3) working days;
- For the Deepwood Flood Control Project,
 - Perform approximately 14 shovel test excavations within the project area;
 - Perform approximately six auger test excavations in proposed terracing area and on landform at confluence of Cowart and Clear Creeks; and
 - Complete the survey fieldwork within three (3) working days.

Task 3: Reporting

Engineer's Consultant's shall:

- Prepare survey summary reports for both Projects that will include the results of the background research, results of the field survey, and recommendations as applicable;
- Provide a copy of the reports to the City for review and comment;
- Address the City's comments and prepare final reports; and
- Upload the final reports for both projects to the THC for review and acceptance.

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 this Section 1.04.

- 1.05 The Contract, including all amendments thereto, is hereby amended by adding Exhibit "B" "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 Fourth Amendment.
- 2.02 Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Fourth Amendment shall have the same meanings as in the Contract, the First Amendment, the Second Amendment, the Third Amendment .
- 2.03. Entire Agreement. The provisions of the Contract, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Fourth Amendment and the provisions of the Contract, the First Amendment, the Second Amendment, and/or the Third Amendment, the provisions of this Fourth Amendment shall control.
- 2.04 Interpretation. This Fourth 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 Fourth Amendment.
- 2.05 Captions. Captions contained in the Contract, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth 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 Fourth 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 the Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in the Contract, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment 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 Fourth 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 _____, 2023, the date of execution by the City Manager.

ENGINEER

CITY OF FRIENDSWOOD

(Signature)

MORAD KABIRI, City Manager

(Printed Name)

(Title)

ATTEST:

(Signature)

(Printed Name)

(Title)

ATTEST:

LETICIA BRYSCH, City Secretary

Exhibit "B"

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

21. EQUAL EMPLOYMENT OPPORTUNITY

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Applicability.
This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Key Definitions.

1. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 2. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
 3. Contract. The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted construction contract or subcontract.
 4. Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.
- d. The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows: "During the performance of this Contract, the Contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally

assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

22. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

- a. Applicability of Davis-Bacon Act.
The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-

federal entity must report all suspected or reported violations to the federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

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

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

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

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

federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

24. **ADDITIONAL FEMA REQUIREMENTS.**

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

a. **Changes.**

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

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

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

b. **Access to Records.**

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

c. **The following provides a contract clause regarding access to records:**

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

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the Contract."

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 02/01/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing Change Order No. 5 with Christensen Building Group, LLC, for the Fire Station No. Two Reconstruction and Training Field Upgrades Project.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes Change Order No. 5 with Christensen Building Group, LLC, for Fire Station #2 Reconstruction and Training Field Upgrades Project in the amount \$115,169.81.

The CO will address the following items related to the construction of Fire Station #2:

- Electrical modifications to upgrade the facility's stand-by generator from single phase power to three phase power utilizing the generator previously located at the old Fire Station #1 adjacent to City Hall. The continued use of the old generator from Station #2 would have necessitated the installation of variable frequency drives to power some equipment, which would have presented future maintenance challenges. The old Station #1 was reconditioned, which prevented the need to purchase a new generator.
- Addition of an RFID reader to the gate adjacent to the building to allow authorized personnel to enter the training facility. A security camera will also be installed.
- Installation of a fire suppression system at the kitchen stove.
- Modifications to piers and footings which have been necessitated by the selection of a different training tower than that which was originally considered during the initial design of this project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. 00760M Change Order - 5 FS2
2. Training Tower Foundation Revisions

DOCUMENT 00760M

CHANGE ORDER # 5

Project Name: Fire Station #2 Reconstruction & Training Field Upgrades
Project #: GO1519CONST

TO: Christensen Building Group, LLC
Mark Christensen
15425 North Freeway, Ste. 330
Houston, TX 77090

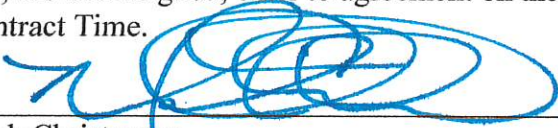
Proposed Change:	Add	Deduct
Generator - line & transfer switch modifications	\$35,038.26	\$
RFI Reader at gate for apparatus driver to open gate	\$8,850.08	\$
Additional security camera installed at gate	\$7,839.25	\$
Install fire suppression above stove in station kitchen.	\$8,511.37	\$
Additional piers required after design of training tower change	\$19,262.07	\$
Modify burn building spread footings	\$35,668.78	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Request For Time Change	18 Days	

Original Contract Amount:	<u>\$3,623,785.00</u>	Original Contract Time:	<u>458 Days</u>
Net Previous Change Orders:	<u>\$197,532.15</u>	Net Previous Time Changes:	<u>46 Days</u>
Total Contract Amount:	<u>\$3,821,317.15</u>	Total Time Amount:	<u>504 Days</u>
This Change Order Amount Adds:	<u>\$115,169.81</u>	This Change Order Time Adds:	<u>18 Days</u>
This Change Order Amount Deducts:	<u>\$0.00</u>	This Change Order Time Deducts:	<u>0 Days</u>
New Contract Amount:	<u>\$3,936,486.96</u>	New Contract Time:	<u>522 Days</u>

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**CHANGE
ORDER**

We, the undersigned, enter to agreement on the change of Contract Price and/or change in Contract Time.



Mark Christensen
Christensen Building Group, LLC



Date

Mike Foreman
Mayor
City of Friendswood

Date

END OF DOCUMENT



May 8, 2022

Hailee Medwedeff, CFM
Engineering Technologist
City of Friendswood
Engineering Department
Office: 281.993.3402
hmedwedeff@friendswood.com

Re: Friendswood Fire Station #2

CBG Project #22004; Owner CO #⁵ PR.8

Dear Hailee,

Christensen Building Group is requesting the following. Add \$35,038.26 for modification to the electrical one line to accommodate the onsite generator as specified in PR. 8. The contract time will be extended by 5 calendar days to 503 total calendar days for final completion (6/21/2023). The design criteria for this were issued by Paul Bonnette of PGAL in PR.8 on 05/13/2022. The Cost break down is attached. Changes to this added scope may require additional time and funds.

Upon approval, please sign and date below. Feel free to contact me if you have any questions or concerns.

Regards,

Troy Davenport

Troy Davenport
Project Manager



www.christensenbuilding.com

cc: Todd Granato
cc: Austin Shaw
cc: Paul Bonnette
cc: Luis Perez

2601 W. Parkwood Ave Friendswood, TX 77546

By: _____

Title: _____

Date: _____

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this document
Date: 2023.01.13 08:14:12-06'00'



CHANGE ORDER BACKUP: CO#1 Friendswood Firestation #2

Name Troy Davenport
JOB# 22004

Division 23,26
Subcontractor Carls, Enpace

Description	Deduct	Add	Total
Carls HVAC: BIM modifications for PR.8		\$ 3,795.00	\$ 3,795.00
Enpace: eletrical mods to one line, gears, ATS for PR.8	\$ -	\$ 24,041.31	\$ 24,041.31
General Conditions (5 Days)	\$ -	\$ 5,163.10	\$ 5,163.10
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
		\$ -	\$ -

NOTES:

Subtotal	\$ 32,999.00
Builders Risk	\$ 75.15
General Liability	\$ 57.11
Permit (Harris County)	\$ -
Contractor Contingency	\$ -
Fee	\$ 1,554.59
Bond	\$ 352.40
Total:	\$ 35,038.26

DRAFT

AIA® Document G701™ - 2017

Change Order

PROJECT: (Name and address)
City of Friendswood Fire Station #2
2601 W. Parkwood Ave.
Friendswood, TX 77546

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 1, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 005
Date: April 8, 2022

OWNER: (Name and address)
City of Friendswood
15355 Blachhawk Blvd.
Friendswood, TX 77546

ARCHITECT: (Name and address)
PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042

CONTRACTOR: (Name and address)
Christensen Building Group
15425 N. Fwy, Suite 300
Houston, TX 77090

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Changes made to original scope of project as noted in PR.8. This includes re-design cost and materials for electrical scope and HVAC controls.

The original Contract Sum was

\$ 3,623,785.00

The net change by previously authorized Change Orders

\$ 208,603.78

The Contract Sum prior to this Change Order was

\$ 3,832,388.78

The Contract Sum will be increased by this Change Order in the amount of

\$ 35,038.26

The new Contract Sum including this Change Order will be

\$ 3,867,427.04

The Contract Time will be increased by five (5) days.

The new date of Substantial Completion will be June 8, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PGAL, Inc
ARCHITECT (Firm name)

Christensen Building Group
CONTRACTOR (Firm name)

City of Friendswood
OWNER (Firm name)


SIGNATURE

SIGNATURE


SIGNATURE

Luis Perez
PRINTED NAME AND TITLE

Troy Davenport, Project Manager
PRINTED NAME AND TITLE

Hailee Medwedeff
PRINTED NAME AND TITLE

09.15.2022
DATE

DATE

09/02/2022
DATE

Troy W Davenport

Digitally signed by Troy W
Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this
document
Date: 2023.01.13 08:14:50-06'00'



11255 Amber Park Dr
Conroe, Texas 77303
(936) 264-1133
sales@carlscoolingllc.com

Estimate

ESTIMATE#	78835836
DATE	05/25/2022
PO#	

CUSTOMER
Christensen Building Group, LLC Jimmy McBee 15425 North Freeway #330 Houston, TX 77090 (281) 206-4418

SERVICE LOCATION
Christensen Building Group, LLC Jimmy McBee City of Friendswood Fire Station #2 2601 West Parkwood Dr. Friendswood, TX 77546 (281) 206-4418

DESCRIPTION	Pricing for PR #8 changes as detailed below: - Add ATS status to show when the building is on normal or generator power. - Add ATS status into the BAS graphics package. *** Underground conduit from ATS to data room to be provided by Division 26
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Estimate

Description	Qty	Rate	Total
Total ADD for PR-8			
Total job price	1.00	3,795.00	3,795.00

CUSTOMER MESSAGE
Regulated by the State of Texas Department of Licensing P.O. Box 12157 Austin, TX 78711 (800) 830-9202 (512)463-6599 TACL # A26391C http://www.tdlr.texas.gov

Estimate Total: \$3,795.00

PRE-WORK SIGNATURE

Signed By:



PROJECT NAME	Friendswood Fire Station #2		
LOCATION OF WORK	2601 W. Parkwood Dr		
PROJECT MANAGER	Troy Davenport	CLIENT	
REQUESTING PARTY	Christensen Building Group	DATE OF REQUEST	6/6/2022

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	Enpace Solutions is providing a proposal for the changes made to the drawings per PR 08.
REASON FOR CHANGE	Changes made to original contract drawings per PR 08.
SUPPORT & JUSTIFICATION DOCUMENTS	<i>Attached is the material and labor back up.</i>
SPECIFICATIONS	
ADDITIONAL INFORMATION	

CHANGE IN CONTRACT PRICE

NET INCREASE	\$24,041.31
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CHANGE IN CONTRACT TIMES

NET INCREASE / DECREASE	No days
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ACCEPTED BY SIGNATURE	
NAME & TITLE	
DATE	

APPROVED BY SIGNATURE	
NAME & TITLE	
DATE	



Change Proposal - Cost Detail

Subcontractor Name: EnPace Solutions, LLC

CPR # PR 08															
Item	Description	Qty	Material		Hours	Labor Burden		45%	Qty	Equipment Unit Cost	Total Equipment Cost	Subtotal Cost Material, Labor & Equipment	Markup Overhead 10%	Markup Profit 5%	Total Cost Material, Labor & Equipment
			Unit Cost	Total Material Cost		Unburdened Labor	Labor Burden Amount								
1	Electricians		\$ -	\$ -	84	\$ 45.00	\$ 20.25	\$ 5,458.68		\$ -	\$ -	\$ 5,458.68	\$ 545.87	\$ 272.93	\$ 6,277.49
2	Foreman		\$ -	\$ -	8	\$ 52.00	\$ 23.40	\$ 630.78		\$ -	\$ -	\$ 630.78	\$ 63.08	\$ 31.54	\$ 725.40
3	Superintendent	0	\$ -	\$ -	0	\$ 60.00	\$ 27.00	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Project Manager	0	\$ -	\$ -	0	\$ 75.00	\$ 33.75	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Material Cost	1	\$ -	\$ 19,316.95		\$ -	\$ -	\$ -		\$ -	\$ -	\$ 19,316.95	\$ 1,931.70	\$ 965.85	\$ 22,214.49
	Quoted Material		\$ -	\$ (4,910.84)		\$ -	\$ -	\$ -		\$ -	\$ -	\$ (4,910.84)	\$ (491.08)	\$ (245.54)	\$ (5,647.47)
	Equipment		\$ -	\$ -		\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Warranty 2%		\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 471.40
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Change Proposal Cost				\$ 14,406.11				\$ 6,089.47			\$ -	\$ 20,495.58	\$ 2,049.56	\$ 1,024.78	\$ 24,041.31



PR 08 EXTENSION REPORT

Attributes	Item Description	Qty	Price U	Price	Total Mat. \$	Labor U	Field Labor	Total Labor
	MTS 600A	-1.000	E	0.00	0.00	E	4.000	-4.000
	ATS 600A	1.000	E	0.00	0.00	E	4.000	4.000
	ATS 250A	-1.000	E	0.00	0.00	E	4.000	-4.000
	2 pole N1 240v contactors	3.000	E	1,900.00	5,800.00	E	2.000	6.000
1"	Conduit - EMT 10' Lengths	300.000	C	251.81	755.43	C	5.060	15.180
1"	Coupling - EMT Compression Steel	40.000	C	102.86	41.14	C	13.750	4.125
1"	Connector - EMT Compression Steel	15.000	C	90.82	13.62	C	19.500	2.925
2-1/8" D	4-11/16" Square Box 3/4 & 1" KO	5.000	C	435.50	21.78	C	31.250	1.563
	4-11/16" Square Box Cover Blank - Steel	5.000	C	91.50	4.58	C	3.125	0.156
#6 Black	Wire XHHW-2 / RW90 - Copper	740.000	M	1,133.00	838.42	M	10.000	7.400
#1 Black	Wire XHHW-2 / RW90 - Copper	-490.000	M	2,915.00	-1,428.35	M	15.250	-7.473
#12 Black	Wire THHN / T90 - Copper	600.000	M	239.99	143.99	M	6.438	3.863
#12 Green	Wire THHN / T90 - Copper	330.000	M	239.99	79.20	M	6.438	2.125
#6 Black	Wire THHN / T90 - Copper	-245.000	M	1,025.10	-251.15	M	11.125	-2.726
#4 Black	Wire THHN / T90 - Copper	-110.000	M	1,568.71	-172.56	M	12.750	-1.403
#1/0 Black	Wire THHN / T90 - Copper	340.000	M	3,390.65	1,152.82	M	17.750	6.035
#250 Black	Wire THHN / T90 - Copper	-330.000	M	7,624.27	-2,516.01	M	30.250	-9.983
#350 Black	Wire THHN / T90 - Copper	1,360.000	M	10,706.01	14,560.18	M	39.375	53.550
#8 Black	Wire XHHW-2 / RW90 - Copper	245.000	M	838.49	205.43	M	8.750	2.144
#16 to #10	Wire Connector Live Spring Twist-On - 600V	30.000	C	22.00	6.60	C	8.750	2.625
1"	2-Piece Strut Clamp - EMT Steel Zinc Plated	33.000	C	131.66	43.45	C	7.000	2.310
3/8-16	Drop-In Expansion Machine Screw Anchor - Plated Steel	-4.000	C	249.82	-9.99	C	15.000	-0.600
1/4-20 x 1" L	Hex Head Bolt - Plated Steel Grade 2	5.000	C	11.55	0.58	C	4.250	0.213
3/8-16 x 2" L	Hex Head Bolt - Plated Steel Grade 2	-4.000	C	40.43	-1.62	C	6.250	-0.250
3/8-16 x 2-3/4" L	Hex Head Bolt - Plated Steel Grade 2	-4.000	C	24.96	-1.00	C	7.000	-0.280
1-5/8" D	1-5/8" W Channel Solid - Steel Pre-Galvanized 12 Gauge 10' Lengths	-4.000	C	550.89	-22.04	C	12.500	-0.500
#8-32 x Up to 1-5/8" D	Channel Nut w/ Spring for 1-5/8" Wide Strut - Steel Zinc Plated	-4.000	C	334.05	-13.36	C	5.000	-0.200
1/4-20 x Up to 3-1/4" D	Twist-On Nut for 1-5/8" Wide Strut - Steel Zinc Plated	5.000	C	297.55	14.88	C	3.750	0.188
#8 x 1/2"	Self-Tapping Screw Wafer Head Phillips up to 12 Gauge	10.000	C	14.08	1.41	C	3.000	0.300
1"	Conduit Clip Snap Close w/ Box Support & 9/32" Mounting Hole	5.000	C	607.04	30.35	C	10.625	0.531
3/8" x 1"	Fender Washer - Plated Steel	-4.000	C	26.10	-1.04	C	2.000	-0.080
3/8"	Lock Washer - Plated Steel	-4.000	C	4.19	-0.17	C	2.000	-0.080
40A 3P	Breaker - 600V Bolt-On Standard 10k AIC	1.000	E	107.27	107.27	E	0.500	0.500
100A 2P	Breaker - 600V Bolt-On Standard 10k AIC	-1.000	E	86.89	-86.89	E	0.500	-0.500
					19,316.95			83.658

June 3, 2022

To

Anthony Chacon
EnPace Solutions, LLC
514 WISCONSIN ST
SOUTH HOUSTON Texas 77587-4959

Prepared by

Logan Kulcak
713-458-8493
jy296@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	Delete 250AMP Breaker to existing Generator	1
2	Delete 600AMP MTS Docking Station	1
3	Delete ASCO 260AMP3P N3R	1
4	Add ATS 600AMP3P N3RX	1
5	Add 600AMP Breaker to existing Generator	1
6	Service - start up & testing	1

TOTAL: \$ (4,910.84)

Quote value does not include any tax.

NOTES:

- Current Submittal Lead Time: **xx** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
 - Transfer Switch(es): **xx-xx** weeks
 - Generator: **xx-xx** weeks
- Proposal based upon supplied **xxxx** documents dated **xx/xx/xxxx** only.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Indoor Generator:**
 - All exhaust and fuel piping provided by others. All calculations for determining of sizing of exhaust and fuel piping sizes provided by others.
 - Providing **xx** grade muffler and stainless-steel flex connector(s) only. All other piping, accessories and installation are provided by others.
- **Natural Gas or LP Gas Generator:**
 - Main gas regulator, flex piping and stepdown regulator provided by others. Installation of main gas regulator not done by Cummins Personnel
 - Gas Pressure – For generators between 20kW-200kW 6-14 inches H2O to engine, for generators 250kW - 750kW 15-20 inches H2O to engine– Main gas supply should be 5 PSI+ feeding a step-down regulator located as close to the engine as possible. Line should be dedicated to the generator.
- **Warranty:**
Cummins **x**-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.



- Our proposal includes **xx** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
- Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
- No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:**
Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Logan Kulcak, Power Generation Outside Sales
ly296@cummins.com
713-458-8493

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure

of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities



September 9, 2022

Hailee Medwedeff, CFM
Engineering Technologist
City of Friendswood
Engineering Department
Office: 281.993.3402
hmedwedeff@friendswood.com

Re: Friendswood Fire Station #2

CBG Project #22004; Owner CO #6

Dear Hailee,

Christensen Building Group is requesting the following. Add \$8,850.08 for the addition of RFID reader at the gate and Tags. The contract time will be extended by 1 calendar days to 510 total calendar days for final completion (6/28/2023). The Cost break down is attached. Changes to this added scope may require additional time and funds. Upon approval, please sign and date below. Feel free to contact me if you have any questions or concerns.
Regards,

Troy Davenport

Troy Davenport
Project Manager



cc: Todd Granato
cc: Austin Shaw
cc: Paul Bonnette
cc: Luis Perez

2601 W. Parkwood Ave Friendswood, TX 77546

By: _____

Title: _____

Date: _____

Troy W Davenport



15425 North Freeway, Suite 330
Houston, Texas 77090

INNOVATION DELIVERED SAFELY

PH: 281-206-4418
www.christensenbuilding.com



CHANGE ORDER BACKUP: CO#10 RFID Reader and tags

Name Troy Davenport
 JOB# 22004

Division 26
 Subcontractor Convergent

Description	Deduct	Add	Total
Convergent: RFID Readers and Tags		\$ 8,335.00	\$ 8,335.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
		\$ -	\$ -

NOTES:

Includes 25 tags; more can be purchased at anytime

Subtotal	\$ 8,335.00
Builders Risk	\$ 18.98
General Liability	\$ 14.43
Permit (Harris County)	\$ -
Contractor Contingency	\$ -
Fee	\$ 392.66
Bond	\$ 89.01
Total:	\$ 8,850.08

DRAFT

AIA® Document G701™ - 2017

Change Order

PROJECT: (Name and address)
City of Friendswood Fire Station #2
2601 W. Parkwood Ave.
Friendswood, TX 77546

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 1, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 010
Date: September 16, 2022

OWNER: (Name and address)
City of Friendswood
15355 Blachhawk Blvd.
Friendswood, TX 77546

ARCHITECT: (Name and address)
PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042

CONTRACTOR: (Name and address)
Christensen Building Group
15425 N. Fwy, Suite 300
Houston, TX 77090

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Addition of RFID reader at the gate with tags.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$	3,623,785.00
\$	232,570.41
\$	3,865,205.41
\$	8,850.08
\$	3,865,205.49

The Contract Time will be increased by one (1) days.
The new date of Substantial Completion will be June 15, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PGAL, Inc
ARCHITECT (Firm name)

Luis Perez
SIGNATURE

Luis Perez
PRINTED NAME AND TITLE

DATE

Christensen Building Group
CONTRACTOR (Firm name)

SIGNATURE

Troy Davenport, Project Manager
PRINTED NAME AND TITLE

DATE

City of Friendswood
OWNER (Firm name)

Hailee Medwedeff
SIGNATURE

Hailee Medwedeff
PRINTED NAME AND TITLE

09/19/2022
DATE

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this
document.
Date: 2022.10.31 14:19:56-05'00'



4250 N. Sam Houston Pkwy E. Suite 180, Houston, Texas
77032
Phone 832-327-3700 Mobile 832-524-6024
michael.huffman@convergint.com

June 8, 2022

City of Friendswood

Quotation: MH03462257P

Fire Station #2

Attention: Troy Davenport / Christen Building

Reference: RFID Reader and Tags

Scope of Work

- Provide and Install RFID Reader and 25 Tags as outlined in RFI #20 response from the architect.

Materials

Line	Qty	Part	Description	Manufacturer
1			Card reader controller	
2	1.00	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: MR50-S3)	Avigilon
3			RFID and windsheild tags	
4	1.00	O2-LMSC1000	LONG RANGE RFID READER	LIFTMASTER
5	25.00	O2-LMUNTG	LM DUAL PURPOSE RFID TAG	LIFTMASTER
6			Cabling	
7	1.00	714510VNQ	18-08 OAS STR DB TC Quad -Blk Jkt	Windy City Wire
Total Project Price				\$ 8,335.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Card reader pedestal and gate controller to be provided and installed by others.
Convergint will coordinate with gate contractor to tie the access control system into the gate controller

Performance Items

Items Included	
Freight (prepaid)	Installation of Wire and Cable
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
Project Management	System Meets Plans/Drawings
System Programming	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	



Total Project Investment:

\$ 8,335.00

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Michael Huffman

Convergint
Michael Huffman

By signing below, I accept this proposal

Customer Name (Printed)

June 8, 2022
Date

Authorized Signature

Title

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence / aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Umbrella	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.



October 19, 2022

Hailee Medwedeff, CFM
Engineering Technologist
City of Friendswood
Engineering Department
Office: 281.993.3402
hmedwedeff@friendswood.com

Re: Friendswood Fire Station #2

CBG Project #22004; Owner CO #7

Additional Camera at Gate

Dear Hailee,

Christensen Building Group is requesting the following. Add \$7,839.25 to an additional camera at the gate on the south side of the building. The contract time will be extended by 2 calendar days to 516 total calendar days for final completion (7/21/2023). The Cost break down is attached. Changes to this added scope may require additional time and funds. Upon approval, please sign and date below. Feel free to contact me if you have any questions or concerns.

Regards,

Troy Davenport

Troy Davenport
Project Manager



cc: Todd Granato
cc: Austin Shaw
cc: Paul Bonnette
cc: Luis Perez

2601 W. Parkwood Ave Friendswood, TX 77546

By: _____

Title: _____

Date: _____

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this document
Date: 2022.10.31 14:22:30-05'00'



CHANGE ORDER BACKUP: CO# 7 Add Camera at Gate

Name Troy Davenport
JOB# 22004

Division 26
Subcontractor Convergent, Enpace

Description	Deduct	Add	Total
Add Camera at gate (Convergent)		\$ 1,950.00	\$ 1,950.00
Conduit run for camera (Enpace)	\$ -	\$ 2,868.14	\$ 2,868.14
Repair CMU wall, metal panels, and fire caulk penetrations	\$ -	\$ 500.00	\$ 500.00
	\$ -	\$ -	\$ -
GC- 2 Days for additional programming and training		\$ 2,065.24	\$ 2,065.24

NOTES:

Subtotal	\$ 7,383.00
Builders Risk	\$ 16.81
General Liability	\$ 12.78
Permit (Harris County)	\$ -
Contractor Contingency	\$ -
Fee	\$ 347.81
Bond	\$ 78.84
Total:	\$ 7,839.25

DRAFT

AIA® Document G701™ - 2017

Change Order

PROJECT: (Name and address)
City of Friendswood Fire Station #2
2601 W. Parkwood Ave.
Friendswood, TX 77546

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 1, 2022

CHANGE ORDER INFORMATION:
Change Order Number: #7
Date: Oct 25, 2022

OWNER: (Name and address)
City of Friendswood
15355 Blachhawk Blvd.
Friendswood, TX 77546

ARCHITECT: (Name and address)
PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042

CONTRACTOR: (Name and address)
Christensen Building Group
15425 N. Fwy, Suite 300
Houston, TX 77090

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add additional Camera at gate entryway and integrate into security control system.

The original Contract Sum was

\$ 3,623,785.00

The net change by previously authorized Change Orders

\$ 241,420.49

The Contract Sum prior to this Change Order was

\$ 3,865,205.49

The Contract Sum will be increased by this Change Order in the amount of

\$ 7839.25

The new Contract Sum including this Change Order will be

\$ 3,873,044.74

The Contract Time will be increased by two (2) days.

The new date of Substantial Completion will be July 4, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PGAL, Inc

ARCHITECT (Firm name)

Luis Perez
SIGNATURE

Luis Perez

PRINTED NAME AND TITLE

DATE

Christensen Building Group

CONTRACTOR (Firm name)

SIGNATURE

Troy Davenport, Project Manager

PRINTED NAME AND TITLE

DATE

City of Friendswood

OWNER (Firm name)

Hailee Medwedeff
SIGNATURE

Hailee Medwedeff

PRINTED NAME AND TITLE

10/25/2022

DATE

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this document
Date: 2022.10.31 14:23:25-05'00'

October 13, 2022

City of Friendswood

Quotation: MH03498360P

Fire Station #2

Attention: Troy Davenport / Christensen Building Group

Reference: Fire Station #2 - Gate Camera add

Scope of Work

- Provide and install one outdoor camera off the building to view the gate.

Materials

Line	Qty	Part	Description	Manufacturer
1			Video Surveillance System - Section 282000	
2			IP Camera licenses	
3	1.00	ACC7-ENT	ACC 7 Enterprise camera channel	Avigilon
4			Outdoor Cameras	
5	1.00	2.0C-H5A-DP1	2.0 MP (1080p) WDR; LightCatcher; Day/Night; Pendant Dome; 3.3-9mm f/1.3 P-iris lens; Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	Avigilon
6	1.00	H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	Avigilon
7	1.00	H4A-DP-CLER1	Replacement clear transparent cover for H5A/H4A pendant dome camera. Includes dome bubble and grey camera cover.	Avigilon
Total Project Price				\$ 1,950.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Network cabling for camera to be provided by others.
3. Exact location TBD

Performance Items

Items Included	
Electrified Door Locking Hardware	Freight (prepaid)
Installation of CCTV Cameras	
Mounting/Termination of Proposed Devices	Material (listed in the BOM)
One-Year Warranty on Parts	One-Year Warranty on Labor
System is Design-Build	Project Management
	System Programming
	Testing of all Proposed Devices

Total Project Investment:

\$ 1,950.00

Sincerely,

Michael Huffman

Convergint
Michael Huffman

By signing below, I accept this proposal

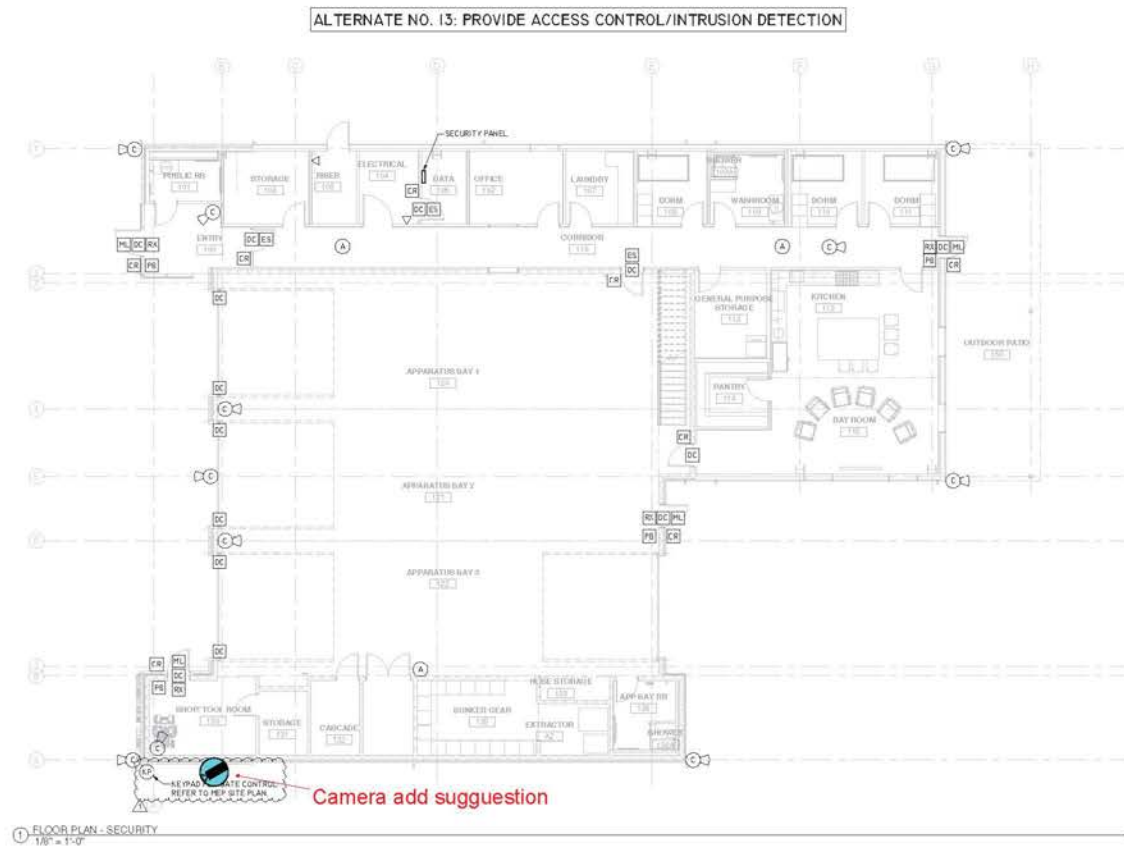
Customer Name (Printed)

October 13, 2022

Date

Authorized Signature

Title



CLIENT



CITY OF FRIENDSWOOD

910 S. FRIENDSWOOD DR.
 FRIENDSWOOD, TX 77546
 T 281.996.3200

ARCHITECT



PGAL, Inc.
 2131 Briarpark Dr.
 Suite 200
 Houston, TX 77042
 T 713.622.1444
 F 713.622.1444
 www.pgal.com

CONSULTANT



Infrastructure
 Associates
 11111 E. 11th Street, Suite 100
 Houston, TX 77036
 T 281.462.1111
 F 281.462.1111
 www.iaassociates.com

REGISTRATION



11-19-2021

DRAWING HISTORY

NO.	DATE	REVISION
1	11-19-2021	ISSUED FOR CONSTRUCTION

PROJECT NAME

FIRE STATION

No. 2

RECONSTRUCTION

& TRAINING

FIELD

UPGRADES

PROJECT LOCATION

2601 W. PARKWOOD

DR. FRIENDSWOOD,

TEXAS 77546

PROJECT NUMBER

1005508

PROJECT STATUS

100%

CONSTRUCTION

DOCUMENTS

DATE OF ISSUE

2021.10.20

SHEET TITLE

FLOOR PLAN -

SECURITY

SHEET NUMBER

T2.02



PROJECT NAME	Friendswood Fire Station #2		
LOCATION OF WORK	2601 W. Parkwood Dr		
PROJECT MANAGER	Troy Davenport	CLIENT	
REQUESTING PARTY	Christensen Building Group	DATE OF REQUEST	10/18/2022

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	Enpace Solutions is providing a proposal for the Southwest Gate Camera add. This is only for the raceway needed.
REASON FOR CHANGE	Changes made to original contract drawings.
SUPPORT & JUSTIFICATION DOCUMENTS	<i>Attached is the material and labor back up.</i>
SPECIFICATIONS	
ADDITIONAL INFORMATION	

CHANGE IN CONTRACT PRICE

NET INCREASE	\$2,868.14
--------------	------------

CHANGE IN CONTRACT TIMES

NET INCREASE / DECREASE	No days
-------------------------	---------

ACCEPTED BY SIGNATURE	
NAME & TITLE	
DATE	

APPROVED BY SIGNATURE	
NAME & TITLE	
DATE	



Change Proposal - Cost Detail

Subcontractor Name: EnPace Solutions, LLC

CPR # Southwest Gate Camera Add					Labor Burden			45%				Subtotal	Markup	Markup	Total
Item	Description	Qty	Material Unit Cost	Total Material Cost	Hours	Unburdened Labor	Labor Burden Amount	Total Labor Cost	Qty	Equipment Unit Cost	Total Equipment Cost	Cost Material, Labor & Equipment	Overhead 10%	Profit 5%	Cost Material, Labor & Equipment
1	Electricians		\$ -	\$ -	18	\$ 45.00	\$ 20.25	\$ 1,158.25		\$ -	\$ -	\$ 1,158.25	\$ 115.83	\$ 57.91	\$ 1,331.99
2	Foreman		\$ -	\$ -	2	\$ 52.00	\$ 23.40	\$ 167.30		\$ -	\$ -	\$ 167.30	\$ 16.73	\$ 8.37	\$ 192.40
3	Superintendent	0	\$ -	\$ -	0	\$ 60.00	\$ 27.00	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Project Manager	0	\$ -	\$ -	0	\$ 75.00	\$ 33.75	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Material Cost	1	\$ -	\$ 619.58		\$ -	\$ -	\$ -		\$ -	\$ -	\$ 619.58	\$ 61.96	\$ 30.98	\$ 712.52
	Quoted Material		\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Equipment		\$ -	\$ 500.00		\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 25.00	\$ 575.00
	Warranty 2%		\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56.24
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Change Proposal Cost				\$ 1,119.58				\$ 1,325.56			\$ -	\$ 2,445.14	\$ 244.51	\$ 122.26	\$ 2,868.14



South west Gate Camera EXTENSION REPORT

Attributes	Item Description	Qty	Price U	Net Cost	Total Mat. \$	Labor U	Field Labor	Total Labor
1"	Conduit - EMT 10' Lengths	180.000	C	251.81	453.26	C	5.060	9.108
1"	Coupling - EMT Compression Steel	25.000	C	93.10	23.28	C	6.250	1.563
1"	Connector - EMT Compression Steel	8.000	C	104.20	8.34	C	15.000	1.200
2-1/8" D	4" Square Box 1/2 & 3/4" KO	3.000	C	196.15	5.88	C	28.750	0.863
	4" Square Box cover	3.000	C	47.85	1.44	C	24.750	0.743
1"	2-Piece Strut Clamp - Universal Steel Zinc Plated Break-Apart	20.000	C	93.07	18.61	C	6.675	1.335
3/8-16	Hex Head Nut w/ Nylon Insert - Plated Steel	30.000	C	21.60	6.48	C	3.600	1.080
3/8" x 1-1/4"	Fender Washer - Plated Steel	30.000	C	8.79	2.64	C	1.600	0.480
3/8-16	Threaded Rod - Plated Steel 10' Lengths	30.000	C	105.22	31.57	C	3.000	0.900
3/8"	Sammy Anchors	6.000	C	1,134.82	68.09	C	8.000	0.480
					619.58	17.751		



October 25, 2022

Hailee Medwedeff, CFM
Engineering Technologist
City of Friendswood
Engineering Department
Office: 281.993.3402
hmedwedeff@friendswood.com

Re: Friendswood Fire Station #2

CBG Project #22004; Owner CO#8

Add Guardian Fire Suppression System

Dear Hailee,

Christensen Building Group is requesting the following. Add \$8,511.37 to install a Guardian Fire Suppression System in the kitchen and tie it into the fire alarm panel. The contract time will be extended by 1 calendar days to 517 total calendar days for final completion (7/22/2023). The Cost break down is attached. Changes to this added scope may require additional time and funds.

Upon approval, please sign and date below. Feel free to contact me if you have any questions or concerns.

Regards,

Troy Davenport

Troy Davenport
Project Manager



www.christensenbuilding.com

cc: Todd Granato
cc: Austin Shaw
cc: Paul Bonnette
cc: Luis Perez

2601 W. Parkwood Ave Friendswood, TX 77546

By: _____

Title: _____

Date: _____

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this
document
Date: 2022.10.31 14:24:40-05'00'



CHANGE ORDER BACKUP: CO# 8 Install guardain system

Name Troy Davenport
JOB# 22004

Division 26
Subcontractor Summit, Enpace, Firesafe

Description	Deduct	Add	Total
Proved and install guardian system (summit)		\$ 4,925.00	\$ 4,925.00
Conduit run for system (Enpace)	\$ -	\$ 860.42	\$ 860.42
Connect to and program Fire panel with guardain system (Firesafe)	\$ -	\$ 1,198.00	\$ 1,198.00
	\$ -	\$ -	\$ -
GC (1day)		\$ 1,032.62	\$ 1,032.62

NOTES:

Subtotal	\$ 8,016.00
Builders Risk	\$ 18.26
General Liability	\$ 13.87
Permit (Harris County)	\$ -
Contractor Contingency	\$ -
Fee	\$ 377.63
Bond	\$ 85.60
Total:	\$ 8,511.37

DRAFT

AIA® Document G701™ - 2017

Change Order

PROJECT: (Name and address)
City of Friendswood Fire Station #2
2601 W. Parkwood Ave.
Friendswood, TX 77546

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 1, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 008
Date: Oct 25, 2022

OWNER: (Name and address)
City of Friendswood
15355 Blachhawk Blvd.
Friendswood, TX 77546

ARCHITECT: (Name and address)
PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042

CONTRACTOR: (Name and address)
Christensen Building Group
15425 N. Fwy, Suite 300
Houston, TX 77090

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add additional Camera at gate entryway and integrate into security control system.

The original Contract Sum was

\$ 3,623,785.00

The net change by previously authorized Change Orders

\$ 249,259.74

The Contract Sum prior to this Change Order was

\$ 3,873,044.74

The Contract Sum will be increased by this Change Order in the amount of

\$ 8511.37

The new Contract Sum including this Change Order will be

\$ 3,881,556.11

The Contract Time will be increased by one (1) days.

The new date of Substantial Completion will be July 5, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PGAL, Inc
ARCHITECT (Firm name)

Luis Perez
SIGNATURE

Luis Perez
PRINTED NAME AND TITLE

DATE

Christensen Building Group
CONTRACTOR (Firm name)

SIGNATURE

Troy Davenport, Project Manager
PRINTED NAME AND TITLE

DATE

City of Friendswood
OWNER (Firm name)

Hailee Medwedeff
SIGNATURE

Hailee Medwedeff
PRINTED NAME AND TITLE

10/25/2022
DATE

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this document
Date: 2022.10.31 14:25:17-05'00'



October 03, 2022

Attention: Troy Davenport | Project Manager, Commercial

E-mail: troy@christensenbuilding.com

Office: 281-206-4418 | **Cell:** 832-882-8064

Christensen Building Group

15425 North Fwy #330, Houston, TX 77090



Reference: Guardian Fire Suppression system

Scope:

New installation Guardian 500B Fire System. Design and Installation to be in accordance with the Manufacture's listed Manual and NFPA17A Standards. Pricing includes all new equipment, misc. installation material, up to (1) 2" mechanical gas valve and labor. Pricing based on normal hours (8am-5pm) Monday thru Friday, except Holidays.

\$4,125.00

Exclusions:

Electric for shutdowns (spdt contact provided)
Fire alarm connection (spdt contact provided)
Fire extinguisher
Sales Tax

Please add the following to the above sub-total of \$4,125.00

Permit fee - **\$300.00**

(1) Design and drawings: **\$100.00**

(1) Trip to pre-test, prior to the final: **\$150.00**

(1) Trip for **Fire Marshal Final** – **\$250.00** (Normal hours only, 8am-5pm, M-F, except Holidays)

Note: Summit Fire requires 50% down payment to start the permit process, create drawings and to order new equipment and the balance after Summit Fire performs a final with the Fire Marshal.

Regards,

Brandon Taylor
PM Manager



1815 Sherwood Forest
Houston, Texas 77043
Voice: (713) 722-7800
Fax: (713) 722-0900
www.fire-safe.net

Fire Alarm Quotation

Christensen Building Group
Troy Davenport, PM
15425 North Frwy.; Suite #330
Houston, TX 77090
281-206-4418 (O) 832-882-8064 (M)
troy@christensenbuilding.com

10/20/2022

Ref: Friendswood FS# 2 Recon & Training Upgrades

Project Overview:

FSPS is pleased to provide our proposal for the Fire Alarm System add.

Scope:

This proposal is of FSPS design and includes:

1. Monitoring of Guardian 500B System
2. Engineering, permits, installation of this equipment, final checkout, certification, owner's manuals and final system test.

Pricing:

Fire Alarm Base Price:

\$ 1,198.00

- Applicable taxes, if any, to be billed in addition.
- Certified Payroll included, Bonds not included.

Qualifications:

1. Water flow and Tamper switches are furnished and installed by others. Connection of these devices to fire alarm system is by FSPS.
2. Electrical Contractor is responsible for any and all required conduit systems, boxes, caddy bars, pull strings, rough-in, penetrations, fittings, bushings, seals, painting of conduits and/or boxes, fireproofing of conduit penetrations, all A.C./electrical wiring with dedicated circuits to remote panels and power supplies, breaker lockouts, mounting of main panel back boxes and booster power supplies with conduit stubs, interlock wiring and power wiring as may be required to interface or power proposed systems per plans, specifications and/or FSPS drawings.
3. Price quoted **EXCLUDES** drywall or masonry patching or painting, ceiling tile replacement due to work, facilities for stored material onsite, temporary site facilities and accommodations, access to system device locations, overtime labor, bonding, any work not construed as associated with proposed systems herein, any responsibility as it relates to asbestos or other hazardous condition.
4. Quotation **does not** include taxes, performance or payment bonds. All required taxes will be added to the quoted amount at invoicing, unless customer provides FSPS with appropriate tax exemption certificate.
5. Off-site monitoring services and telephone lines are the responsibility of the owner; FSPS will offer an annual monitoring contract to the owner for approval prior to testing with the local AHJ. If the owner is



ACR# 83431-581 / ECR - 961
SCR - 1658904 / B - 4643

1815 Sherwood Forest
Houston, Texas 77043
Voice: (713) 722-7800
Fax: (713) 722-0900
www.fire-safe.net

providing telephone lines by Comcast. FSPS recommends providing the project with a cellular dialer due to national issues when using Comcast provided lines.

6. All material and/or labor provided by Fire Safe shall be under warranty against defect in material and workmanship, under normal use and service, for a period of (1) One year from the date of acceptance or beneficial use, whichever occurs first.
7. FSPS has included all applicable permits and fees that pertain to our proposed scope in this proposal.
8. Upon award, please provide the appropriate CADD backgrounds, to include room names/numbers and/or descriptions; and a copy of the construction permit.
9. The acceptance of this proposal signifies the acceptance of this bid as stated and all information contained herein and is to be made an integral part of the contract and/or purchase order documents. Project is based upon acceptance of a mutually agreed upon contract Terms & Conditions.
10. Credit Card Payments: Credit Card purchases will incur a 3% convenience fee.
11. Unless otherwise specified above, Duct Detectors and their remote indicator/test station, if required, are provided and installed by others per the mechanical drawings. FSPS will provide monitor module for monitoring these devices and Shutdown Relay Control Modules for HVAC Shutdown. FSPS will take no responsibility for adjustments and/or accessories for equipment provided by others.
12. Escalation Clause: This proposal shall remain valid for 30 days from date above. Fire Safe reserves the right to revise this proposal after expiration of aforementioned period. Fire Safe shall be entitled to equitable adjustments of the quoted price, including but not limited to any increased cost of equipment or materials, and reasonable overhead and profit, for any changes beyond our control.

Fire Safe appreciates the opportunity to partner with your company on this project. Please allow 3-5 weeks for engineering, submittals, and scheduling.

Regards,

Fire Safe Protection Services, LP

A handwritten signature in blue ink, appearing to read "J.W. Mundy II".

J.W. "Jack" Mundy II

Sales Rep. New Construction

281-914-2439 (M)

713-722-7800 (O)

jmundy@fire-safe.net

Printed Name: _____ PO#: _____

Proposal Accepted By: _____ Date: _____



PROJECT NAME	Friendswood Fire Station #2		
LOCATION OF WORK	2601 W. Parkwood Dr		
PROJECT MANAGER	Troy Davenport	CLIENT	
REQUESTING PARTY	Christensen Building Group	DATE OF REQUEST	10/17/2022

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	Enpace Solutions is providing a proposal for conduit needed for the Ansul System.
REASON FOR CHANGE	Changes made to original contract drawings.
SUPPORT & JUSTIFICATION DOCUMENTS	<i>Attached is the material and labor back up.</i>
SPECIFICATIONS	
ADDITIONAL INFORMATION	

CHANGE IN CONTRACT PRICE

NET INCREASE	\$860.42
--------------	----------

CHANGE IN CONTRACT TIMES

NET INCREASE / DECREASE	No days
-------------------------	---------

ACCEPTED BY SIGNATURE	
NAME & TITLE	
DATE	

APPROVED BY SIGNATURE	
NAME & TITLE	
DATE	



Change Proposal - Cost Detail

Subcontractor Name: EnPace Solutions, LLC

CPR # Ansul System Added Conduit					Labor Burden			45%				Subtotal	Markup	Markup	Total
Item	Description	Qty	Material Unit Cost	Total Material Cost	Hours	Unburdened Labor	Labor Burden Amount	Total Labor Cost	Qty	Equipment Unit Cost	Total Equipment Cost	Cost Material, Labor & Equipment	Overhead 10%	Profit 5%	Cost Material, Labor & Equipment
1	Electricians		\$ -	\$ -	7	\$ 45.00	\$ 20.25	\$ 471.30		\$ -	\$ -	\$ 471.30	\$ 47.13	\$ 23.57	\$ 542.00
2	Foreman		\$ -	\$ -	1	\$ 52.00	\$ 23.40	\$ 68.08		\$ -	\$ -	\$ 68.08	\$ 6.81	\$ 3.40	\$ 78.29
3	Superintendent	0	\$ -	\$ -	0	\$ 60.00	\$ 27.00	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Project Manager	0	\$ -	\$ -	0	\$ 75.00	\$ 33.75	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Material Cost	1	\$ -	\$ 194.14		\$ -	\$ -	\$ -		\$ -	\$ -	\$ 194.14	\$ 19.41	\$ 9.71	\$ 223.26
	Quoted Material		\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Equipment		\$ -	\$ -		\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Warranty 2%		\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16.87
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Change Proposal Cost				\$ 194.14				\$ 539.38			\$ -	\$ 733.52	\$ 73.35	\$ 36.68	\$ 860.42



Ansul System Conduit Add EXTENSION REPORT

Attributes	Item Description	Qty	Price U	Net Cost	Total Mat. \$	Labor U	Field Labor	Total Labor
3/4"	Conduit - EMT 10' Lengths	120.000	C	145.66	174.79	C	4.000	4.800
3/4"	Coupling - EMT Set Screw Steel	15.000	C	41.01	6.15	C	5.000	0.750
3/4"	Connector - EMT Set Screw Steel	4.000	C	48.79	1.95	C	12.500	0.500
2-1/8" D	4" Square Box 1/2 & 3/4" KO	1.000	C	196.15	1.96	C	28.750	0.288
	4" Square Box cover	1.000	C	47.85	0.48	C	24.750	0.248
3/4"	2-Piece Strut Clamp - Universal Steel Zinc Plated Break-Apart	10.000	C	88.07	8.81	C	6.375	0.638
					194.14			7.223



May 8, 2022

Hailee Medwedeff, CFM
Engineering Technologist
City of Friendswood
Engineering Department
Office: 281.993.3402
hmedwedeff@friendswood.com

Re: Friendswood Fire Station #2

CBG Project #22004; Owner CO #9 PR.7

Dear Hailee,

Christensen Building Group is requesting the following. Add \$19,262.07 for modification to the burn building foundation as per PR.7. The contract time will be extended by 2 calendar days to 507 total calendar days for final completion (6/25/2023). The design criteria for this were issued in PR.7 dated 5/18/22. The Cost break down is attached. Changes to this added scope may require additional time and funds.

Upon approval, please sign and date below. Feel free to contact me if you have any questions or concerns.

Regards,

Troy Davenport

Troy Davenport
Project Manager



www.christensenbuilding.com

cc: Todd Granato
cc: Austin Shaw
cc: Paul Bonnette
cc: Luis Perez

2601 W. Parkwood Ave Friendswood, TX 77546

By: _____

Title: _____

Date: _____

15425 North Freeway, Suite 330
Houston, Texas 77090

INNOVATION DELIVERED SAFELY

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this document
Date: 2022.10.31 14:17:31-05'00'

Troy W Davenport

PH: 281-206-4418
www.christensenbuilding.com



CHANGE ORDER BACKUP: PR. 7

Name Troy Davenport
 JOB# 22004

Division 3
 Subcontractor AGE

Description	Deduct	Add	Total
AGE: mods to foundation as per PR. 7 for IFC addendum 1 Optional burn building foundation. The foundation increased from approximalty 500 sqft to approximalty 1200 sqft. The number of spread footings increased from 8 to 20.		\$ 16,075.40	\$ 16,075.40
General Conditions (2 Days)	\$ -	\$ 2,065.24	\$ 2,065.24
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
		\$ -	\$ -

NOTES:

Subtotal	\$ 18,141.00
Builders Risk	\$ 41.32
General Liability	\$ 31.40
Permit (Harris County)	\$ -
Contractor Contingency	\$ -
Fee	\$ 854.62
Bond	\$ 193.73
Total:	\$ 19,262.07

DRAFT

AIA® Document G701™ - 2017

Change Order

PROJECT: (Name and address)
City of Friendswood Fire Station #2
2601 W. Parkwood Ave.
Friendswood, TX 77546

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 1, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 009
Date: April 8, 2022

OWNER: (Name and address)
City of Friendswood
15355 Blachhawk Blvd.
Friendswood, TX 77546

ARCHITECT: (Name and address)
PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042

CONTRACTOR: (Name and address)
Christensen Building Group
15425 N. Fwy, Suite 300
Houston, TX 77090

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Changes to Burn Building foundation as per PR. 7 for IFC addendum 1 Optional burn building foundation. The foundation increased from approximalty 500 sqft to approximalty 1200 sqft. The number of spread footings increased from 8 to 20.

The original Contract Sum was

\$ 3,623,785.00

The net change by previously authorized Change Orders

\$ 257,771.11

The Contract Sum prior to this Change Order was

\$ 3,881,556.11

The Contract Sum will be increased by this Change Order in the amount of

\$ 19,262.07

The new Contract Sum including this Change Order will be

\$ 3,900,818.18

The Contract Time will be increased by two (2) days.

The new date of Substantial Completion will be June 12, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PGAL, Inc
ARCHITECT (Firm name)

Christensen Building Group
CONTRACTOR (Firm name)

City of Friendswood
OWNER (Firm name)


SIGNATURE


SIGNATURE


SIGNATURE

Luis Perez
PRINTED NAME AND TITLE

Troy Davenport, Project Manager
PRINTED NAME AND TITLE

Hailee Medwedeff
PRINTED NAME AND TITLE

10.13.2022
DATE

10/11/2022
DATE

10/11/2022
DATE

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this document
Date: 2022.11.03 13:19:20-05'00'

FILE NAME: C:\Users\John.moore\Documents\FRIENDSWOOD_FS2_STRUCT_21_inmooreK2YP.rvt
DATE STAMP: 5/16/2022 10:56:32 AM

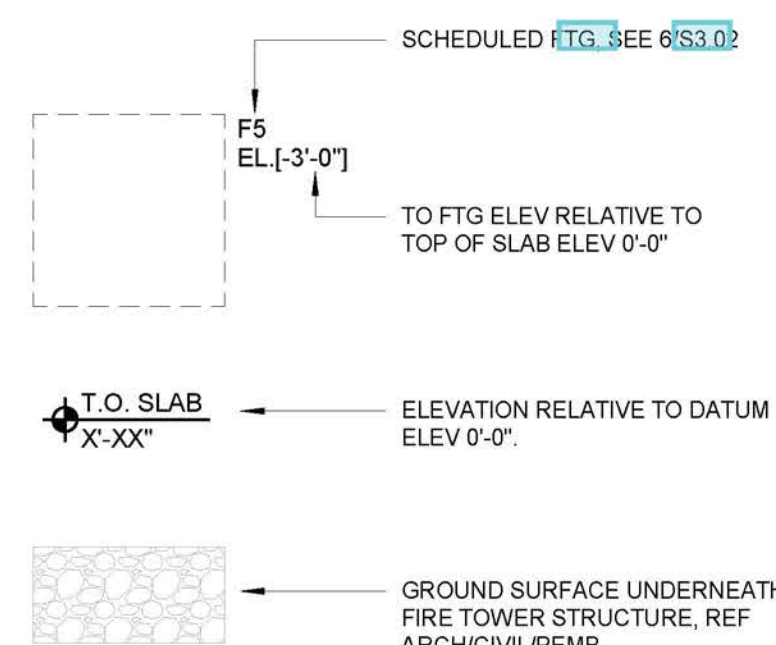
1 FOUNDATION PLAN - FIRE TOWER

SCALE: 1/4" = 1'-0"

FOUNDATION PLAN NOTES:

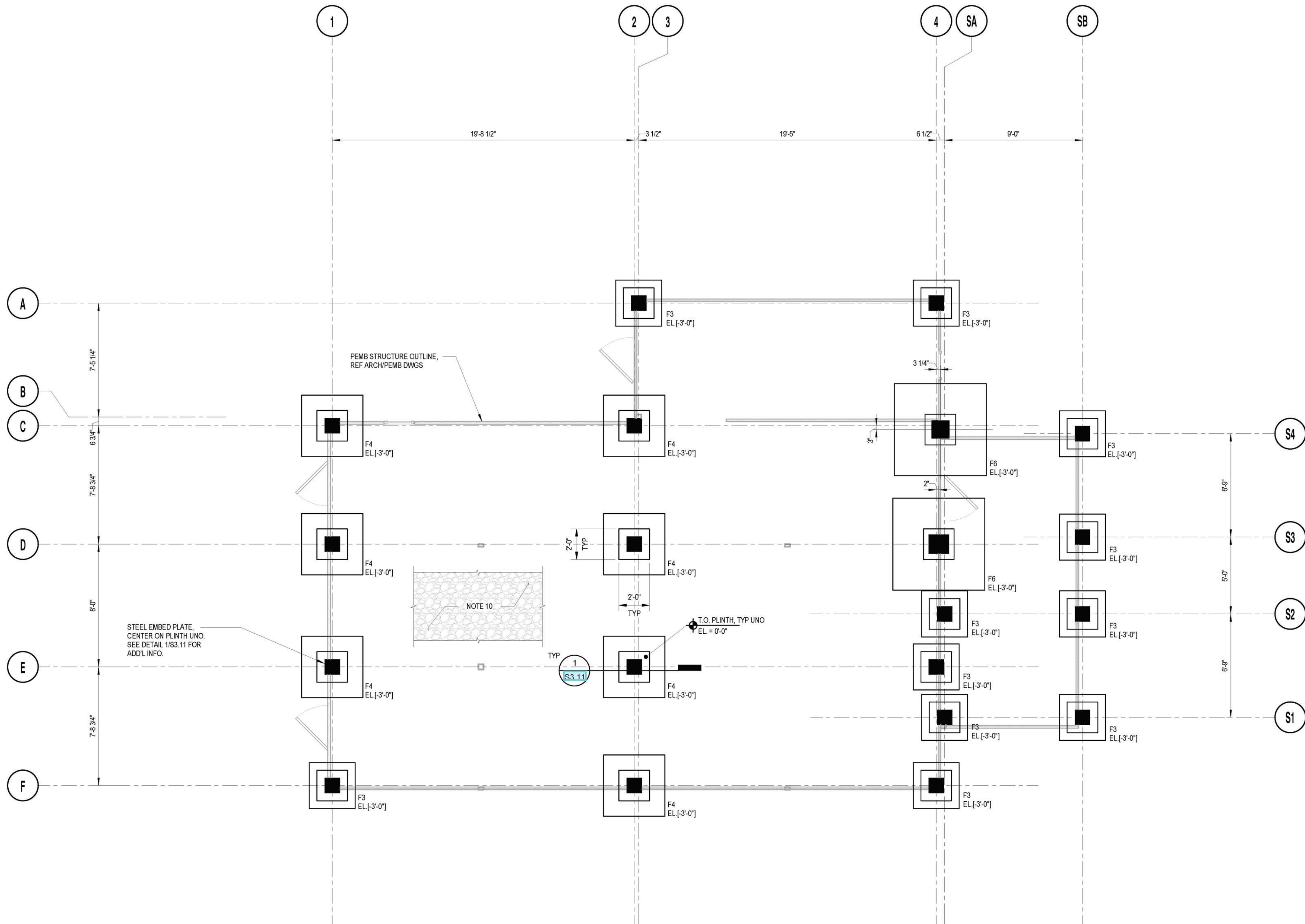
1. TOP OF PLINTH TO BE NOTED AS 0'-0". VERIFY WITH ARCH AND PEMB SHOP DRAWINGS. INFORM EOR OF ANY CHANGES.
2. UNLESS NOTED OTHERWISE ON PLAN, TOP OF FTG ELEVATION TO BE -3'-0" RELATIVE TO DATUM ELEVATION. FOOTINGS SHALL BE CENTERED BELOW BUILDING COLUMNS UNLESS NOTED OTHERWISE.
3. IF NO COLUMN EXISTS, FOOTINGS SHALL BE CENTERED BELOW GRADE BEAM OR PLINTH UNLESS NOTED OTHERWISE.
4. SEE S3.00 SERIES DRAWINGS FOR FOUNDATION DETAILS AND FOOTING SCHEDULE.
5. SEE GENERAL NOTES FOR CONCRETE STRENGTH.
6. REFER TO ARCHITECTURAL DRAWINGS FOR EXTENTS AND DIMENSIONS OF RAISED OR DEPRESSED SLAB AREAS, SLOPES, CURBS, AND DRAINS. REFER TO TYPICAL DETAILS FOR REINFORCEMENT REQUIREMENTS.
7. REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SLAB PENETRATIONS AND UNDERGROUND UTILITIES. REFER TO TYPICAL DETAILS FOR ADDITIONAL REINFORCEMENT REQUIREMENTS.
8. VERIFY METAL BUILDING COLUMNS AND EMBED PLATES LOCATION WITH PEMB MANUFACTURER.
9. REFER TO ARCHITECTURAL, CIVIL OR PEMB DRAWING FOR TYPE AND PREPARATION OF GROUND SURFACE UNDERNEATH FIRE TOWER STRUCTURE.
10. GC TO VERIFY EMBED PLATES LAYOUT WITH PEMB SHOP DWGS.
11. GC TO REFER TO PEMB SHOP DWGS FOR EMBED PL SIZE, THICKNESS AND ANCHORAGE.

PLAN LEGEND:



PREFABRICATED METAL BUILDING DESIGN/PERFORMANCE REQUIREMENTS

1. THE PREFABRICATED BUILDING MANUFACTURER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SUPERSTRUCTURE AND ANCHORAGE OF THE SUPERSTRUCTURE TO THE FOUNDATION. THE PREFABRICATED METAL BUILDING MANUFACTURER SHALL PROVIDE THE COMPLETE SUPERSTRUCTURE BUILDING ENVELOPE, INCLUDING BUT NOT LIMITED TO ANCHOR BOLTS/EMBED PLATES, CRANE SUPPORTS AND OTHER ITEMS OF MISCELLANEOUS STRUCTURAL STEEL RELATED TO THE BUILDING SUPERSTRUCTURE. HENDERSON ROGERS STRUCTURAL ENGINEERS, IS RESPONSIBLE FOR THE STRUCTURAL DESIGN OF THE FOUNDATION ONLY.
2. THE CONTRACTOR IS TO REFER TO THE PREFABRICATED METAL BUILDING DOCUMENTS FOR FRAMING OF THE SUPERSTRUCTURE. THE ANCHOR BOLTS/EMBED PLATES SHALL BE INSTALLED IN ACCORDANCE WITH THE DOCUMENTS PREPARED BY THE PREFABRICATED BUILDING MANUFACTURER.
3. THE PREFABRICATED BUILDING MANUFACTURER SHALL SUBMIT ERECTION DRAWINGS, FABRICATION DRAWINGS AND DESIGN CALCULATIONS FOR ALL STRUCTURAL ELEMENTS DESIGNED AND SUPPLIED BY THE MANUFACTURER. THE SUBMITTALS SHALL BE SEALED BY THE REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS RESPONSIBLE FOR THE SUPERSTRUCTURE DESIGN. THESE SUBMITTALS WILL BE REVIEWED BY HENDERSON ROGERS STRUCTURAL ENGINEERS, FOR GENERAL CONFORMANCE WITH THE PROJECT SPECIFICATIONS. THIS REVIEW WILL NOT RELIEVE THE MANUFACTURER AND REGISTERED DESIGN ENGINEER OF RESPONSIBILITY FOR PERFORMANCE OF THE SUPERSTRUCTURE.
4. THE PREFABRICATED BUILDING MANUFACTURER SHALL SUBMIT ALL SUPERSTRUCTURE DOCUMENTS AND CALCULATIONS NECESSARY TO OBTAIN BUILDING PERMITS. THESE DOCUMENTS SHALL BE SEALED BY THE REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS RESPONSIBLE FOR THE SUPERSTRUCTURE DESIGN.



CLIENT



CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546
T 281.996.3250
F 281.482.3722

ARCHITECT



PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042
T 713 622 1444
F 713 622 1444
www.pgal.com

CONSULTANT

HENDERSON
ROGERS
structural engineers
2603 Augusta, Suite 800
Houston, Texas 77057
713.430.5800 713.430.5888 fax
www.hendersonrogers.com

REGISTRATION

Copyright © 2016
Henderson Rogers
Structural Engineers, LLC
TBPE Firm Registration No. 8755



DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	2022.05.18	PR. NO. 7

PROJECT NAME

FIRE STATION
No. 2
RECONSTRUCTION
& TRAINING FIELD
UPGRADES

PROJECT LOCATION

2601 W. PARKWOOD
DR. FRIENDSWOOD,
TEXAS 77546

PROJECT NUMBER

1005508

PROJECT STATUS

100%
CONSTRUCTION
DOCUMENTS

DATE OF ISSUE

05.18.2022

SHEET TITLE

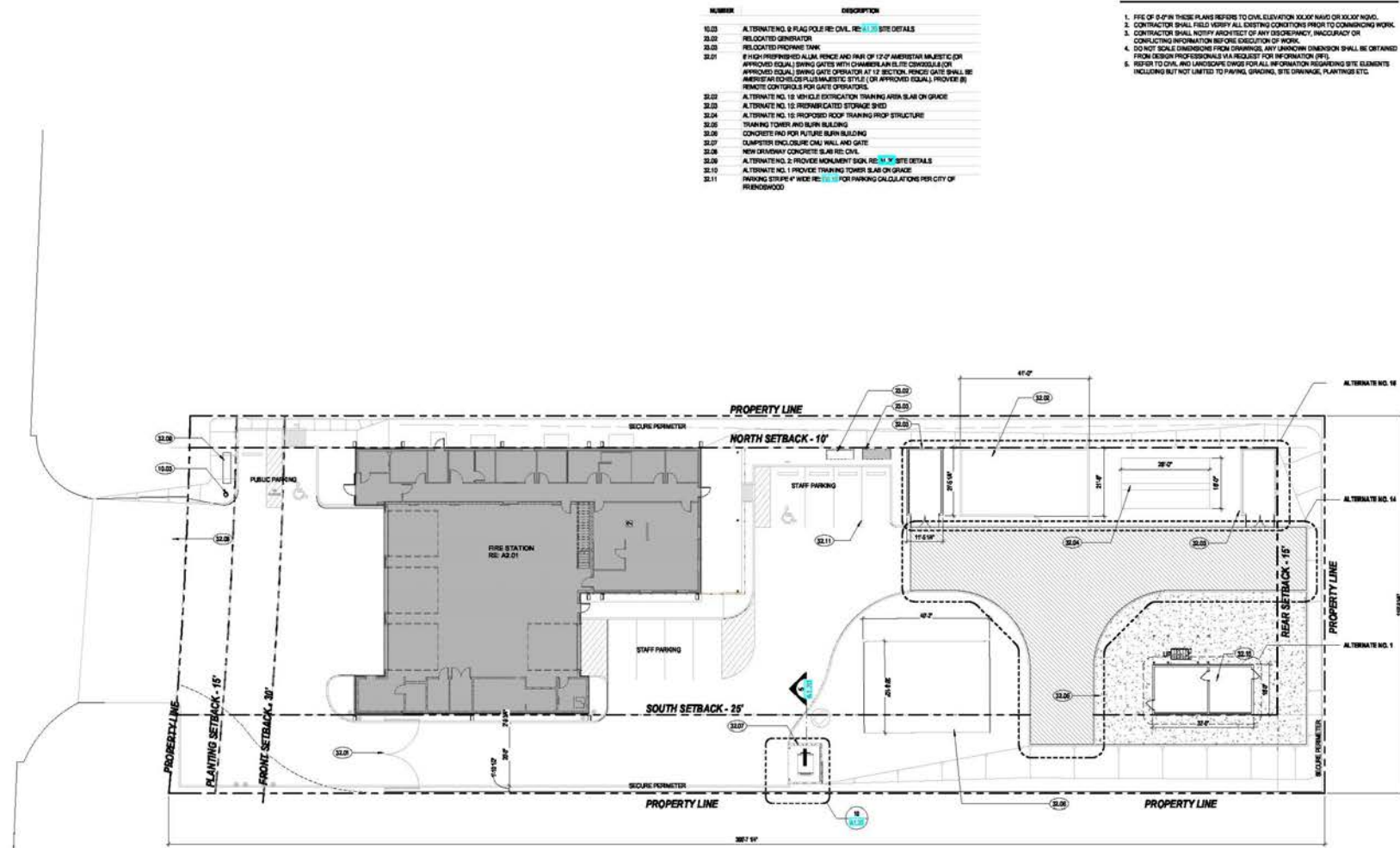
FOUNDATION PLAN
- FIRE TOWER

SHEET NUMBER

1
S1.02

FILE C:\projects\friendwood\FS_CENTRAL_21_jenaribbry.rvt
NAME
DATE STAMP: 10/20/2021 12:55:15 PM

FM 528 RD.



GENERAL SITE PLAN NOTES

1. FIVE OF 16" IN THESE PLANS REFERS TO CIVIL ELEVATION UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
4. TO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
5. REFER TO CIVIL AND LANDSCAPE ENGINEER FOR ALL INFORMATION REGARDING SITE ELEMENTS INCLUDING BUT NOT LIMITED TO PAVING, GRADING, SITE DRAINAGE, PLANTINGS, ETC.

NUMBER	DESCRIPTION
10.03	ALTERNATE NO. 8 FLAG POLE RE: CIVIL RE: 41.30 SITE DETAILS
20.02	RELOCATED DUMPSTER
20.03	RELOCATED PROPOSED TRAIL
30.01	8' HIGH PREPARED ALUM. FENCE AND PAIR OF 12" O.D. AMERICAN MAJESTIC OR APPROVED EQUAL SPRING GATE WITH CHAMBER AND ITS CHASSIS OR APPROVED EQUAL SPRING GATE OPERATOR AT 17' SECTION. FENCE GATE SHALL BE AMERICAN MAJESTIC OR APPROVED EQUAL (OR APPROVED EQUAL) PROVIDE (B) REMOTE CONTROLS FOR GATE OPERATORS.
30.02	ALTERNATE NO. 10 VEHICLE EXTRACTOR TRAINING AREA SLAB ON GRADE
30.03	ALTERNATE NO. 12 IMPROVED STORAGE SHED
30.04	ALTERNATE NO. 15 PROPOSED ROOF TRAINING PROP STRUCTURE
30.05	TRAINING TOWER AND BURN BUILDING
30.06	CONCRETE AND FOR FUTURE BURN BUILDING
30.07	DUMPSTER ENCLOSURE WALL AND GATE
30.08	NEW DRIVEWAY CONCRETE SLAB RE: CIVIL
30.09	ALTERNATE NO. 2 PROVIDE MONUMENT SIGN RE: 34.10 SITE DETAILS
30.10	ALTERNATE NO. 1 PROVIDE TRAINING TOWER SLAB ON GRADE
30.11	PARKING STRIPS 4' WIDE RE: 10.03 FOR PARKING CALCULATIONS PER CITY OF FRIENDSWOOD

CLIENT

CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77646
T 281.966.3300

ARCHITECT

PGAL
PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042
T 713.622.1444
F 713.968.9333
www.pgal.com

CONSULTANT

REGISTRATION
Copyright © 2021

10.20.2021

DRAWING HISTORY
NO. DATE DESCRIPTION

PROJECT NAME
**FIRE STATION No. 2
RECONSTRUCTION
& TRAINING FIELD
UPGRADES**

PROJECT LOCATION
2601 W. PARKWOOD
DR. FRIENDSWOOD,
TEXAS 77546

PROJECT NUMBER
1005508

PROJECT STATUS
100%
CONSTRUCTION
DOCUMENTS
DATE OF ISSUE
10/20/2021

SHEET TITLE
SITE PLAN

SHEET NUMBER
A1.01



GROUND LEVEL 100'-0" (1)



Elias Garza
Sr. Estimator

Phone: (713) 910-1400 Ext. 103
Cell: (281) 850-2081

E-Mail: elias@ageconstructionllc.com
Web: www.ageconstructionllc.com

Attention	Project
Estimator	City of Friendswood Fire Station #2

Bid Proposal

6/6/2022

Valid for 30 days

A.G.E. Construction, LLC (Hereafter "A.G.E.") Proposes to provide all labor, misc. materials, equipment, and supervision for the turn-key concrete construction for the above referenced project.

Scope of Work	
Item Description	
1.	Additional Footings
2.	
3.	
4.	
Acknowledged Addendums:	
TOTAL BASE BID	\$16,075.40

INCLUDED ITEMS

Furnish ACI certified craftsmen per the specifications. Structural excavation & backfill for our concrete work. Spoils handling for footings, grade beams, & piers on jobsite. Furnish and install one coat of membrane curing compound for "all other slabs". Install concrete reinforcing steel, complete and accessories. All slab and concrete paving to be pumped, Vapor barrier.

EXCLUDED ITEMS

- Layout by Registered Surveyor. (Building corners by others.)
- General Contractor to provide and maintain access to the building and site for our equipment, ready-mix trucks, and pumping equipment.
- All dirt work
- A.G.E installed Rebar Dowel Caps removal by Masonry contractor and returned to A.G.E.
- Concrete Wash-Out Pit – or Disposal.
- All grades to be within +/- 1 inch of Final Sub-Grade and compacted by others.
- Compaction or re-compaction of sub-grade or backfill for other trades.
- Removal all spoils from jobsite to another location.
- Furnishing of Embed Steel Items, Anchor Bolts, and Shim Packs provided by others.
- General Contractor to furnish shop drawings and layout drawings.

EXCLUDED ITEMS (Cont'd)

- Box Culverts, Drainage Structures, Inlets, Collars, Rip-Rap, etc.
- Any concrete work in the detention ponds.
- All Concrete Encasement, Thrust Blocks, Vaults or other utility related concrete.
- Foundation Drainage Systems, Waterproofing or Protection Board.
- All Pre-Cast Concrete Vaults, Parking Bumpers, Splash Blocks, Inlets, etc., casting beds & Dead men.
- Sign/Pylon Base, Signage Bases, Fence Post or Gate Concrete, etc.
- Joint Sealants or Caulking.
- Dumpster, Temporary Water, and sanitary facilities.
- Sweeping and cleaning of slabs, walks or paving.
- Lane Closure Plans, Permits, Barricades, Flagmen, etc.
- Cost and/or Scheduling of Inspections, Materials Testing or Permits.
- Unless otherwise expressly included, items not included are excluded from this proposal.
- Saw-Cut, & Removal of Any Existing Concrete. Any other concrete not listed above in scope work.
- All Truncated Domes, Pavers, and Stained Concrete
- Sealing components.
- Sandblasting and stamped concrete finish.
- J-Bolts on top of panels & Treated wood.
- Furnish and installation of Irrigation Sleeves.
- Concrete duct bank
- Red Dyed concrete
- concrete deadmen
- removed Concrete or drywall debris from control joints /Saw cuts
- Panel & hardware brace rental or any work involve with the rental bracing items.

Contractor to provide A.G.E. three (3) full sets of specifications and construction drawings and for all future changes, RFI, etc. Thank you for the opportunity to bid on this project. We look forward to working with you. This Proposal will become void after thirty (30) days. If you have any questions, please feel free to contact us.



January 25, 2023

Ivan Ortega

Project Manager

City of Friendswood

Engineering Department

Office: 281.996.3208

iortega@friendswood.com

Re: Friendswood Fire Station #2

CBG Project #22004; Owner CO #10

PR. 11 Modify Spread Footings.

Dear Ivan,

Christensen Building Group is requesting the following. Add \$35,668.78 to modify the spread footings plinths for the burn building as per PR. 11 issued by PGAL on 1/8/23. The contract time will be extended by 7 calendar days to 514 total calendar days for final completion (7/3/2023). The Cost break down is attached. Changes to this added scope may require additional time and funds.

Upon approval, please sign and date below. Feel free to contact me if you have any questions or concerns.

Regards,

Troy Davenport

Troy Davenport Project Manager



www.christensenbuilding.com

cc: Todd Granato

cc: Austin Shaw

cc: Paul Bonnette

cc: Luis Perez

2601 W. Parkwood Ave Friendswood, TX 77546

By: _____

Title: _____

Date: _____

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this
document
Date: 2023.01.26 13:52:23-06'00'

DRAFT

AIA® Document G701™ - 2017

Change Order

PROJECT: (Name and address)
City of Friendswood Fire Station #2
2601 W. Parkwood Ave.
Friendswood, TX 77546

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 1, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 010
Date: Jan 25, 2023

OWNER: (Name and address)
City of Friendswood
15355 Blachhawk Blvd.
Friendswood, TX 77546

ARCHITECT: (Name and address)
PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042

CONTRACTOR: (Name and address)
Christensen Building Group
15425 N. Fwy, Suite 300
Houston, TX 77090

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Modify spread footing plenums for burn building. This is based on PR.11 issued by PGAL and dated 1/8/23.

The original Contract Sum was

\$ 3,623,785.00

The net change by previously authorized Change Orders

\$ 277,033.08

The Contract Sum prior to this Change Order was

\$ 3,900,818.08

The Contract Sum will be increased by this Change Order in the amount of

\$ 35,668.78

The new Contract Sum including this Change Order will be

\$ 3,936,486.86

The Contract Time will be increased by one (7) days.

The new date of Substantial Completion will be June 19, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PGAL, Inc

Christensen Building Group

City of Friendswood

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)



SIGNATURE

SIGNATURE

SIGNATURE

Luis Perez

Troy Davenport, Project Manager

Ivan Ortega

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

01.26.2023

DATE

DATE

DATE

Troy W Davenport

Digitally signed by Troy W Davenport
DN: C=US,
E=troy@christensenbuilding.com,
O="Christensen Building Group",
OU="Commercial Construction",
CN=Troy W Davenport
Reason: I am approving this document
Date: 2023.01.26 13:52:55-06'00'



CHANGE ORDER BACKUP: CO#10 PR.11 modify burn building plinths

Name Troy Davenport
 JOB# 22004

Division _____
 Subcontractor Ashton, MSD, AGE, Triple Crown

Description	Deduct	Add	Total
Saw cut spread footings down to lower elevation (Ashton)	\$ -	\$ 11,839.00	\$ 11,839.00
Manufacture new imbeds (MSD)	\$ -	\$ 1,683.00	\$ 1,683.00
excavate existing spread footings; form back to specified elevation; install new embeds; pour back plinths (AGE)	\$ -	\$ 18,067.50	\$ 18,067.50
Install 4" drainage pipe (tie into existing storm box)-(AGE)	\$ -	\$ 1,200.00	\$ 1,200.00
Saw cut flat work to install 4" drain line into storm box (Ashton)		\$ 800.00	\$ 800.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

NOTES:

Subtotal	\$ 33,590.00
Builders Risk	\$ 79.50
General Liability	\$ 58.14
Permit (Harris County)	\$ -
Contractor Contingency	\$ -
Fee	\$ 1,582.43
Bond	\$ 358.71
Total:	\$ 35,668.78



Quote

QUOTE NO.: 132020

Prepared for Christensen Building Group
15425 North Freeway
Houston, TX 77090

Prepared by Jason Ashcraft

Contact jashcraft@ashtonsawing.com
o. +9364452461
m. +19362033653

Job Name City of Friendswood Fire
Station #2

Address 2601 W. Parkwood Dr.

Email troy@christensenbuilding.com

Contact

Troy Davenport
Friendswood, TX
77546

Phone +18328828064

Fax

NAME	PRICE	SUBTOTAL
Wire Saw Wire existing plinths - 20' down from existing elevation - concrete to be placed in dumpster supplied by others; 20-2'x2' cuts (80SF)	\$10,000.00	\$10,000.00
Equipment Skid steer x 1 week	\$1,749.00	\$1,749.00
Fuel Surcharge	\$90.00	\$90.00
Total without tax		\$11,839.00
Tax		\$0.00
Total		\$11,839.00

INCLUSIONS: Price includes all work to be done during normal business hours and in one mobilization.

EXCLUSIONS: Layout

2023-01-04



This quotation is subject to the following terms and conditions:

Contract Terms and Conditions

Price subject to change after 30 days or if conditions on job vary from scope of this quotation.

Any variation in scope which involve additional costs will become an extra charge over and above the cost of this quotation.

Work area shall be clean and free of obstructions prior to Ashton Sawing and Drilling's arrival. Any cleaning or prep work outside of scope done by Ashton Sawing and Drilling, LLC will be charged T&M.

Your company is responsible for the protection of Ashton Sawing and Drilling, LLC property from theft at the jobsite address in this quotation.

Ashton Sawing and Drilling, LLC assumes no responsibility for layout.

Ashton Sawing and Drilling, LLC cannot be held responsible for any delays that may occur caused by weather or by sources outside of Ashton's control.

Payment Terms and Conditions

Ashton Sawing and Drilling, LLC payment terms are net 30 days/COD.

Should payment(s) not be made in accordance with this document, Ashton Sawing and Drilling, LLC reserves the right to stop all work until payment is rendered or satisfactory payment arrangements have been made.

Your company may be subject to a lien notice and placement if payment is not received by Ashton Sawing and Drilling, LLC within 60 days of work completion.

If litigation is pursued, your company is liable for all attorney fees and court costs accrued by Ashton Sawing and Drilling, LLC.

Change Orders

The Owner may, from time to time during the progress of work, request changes in the work specified above. If the Owner agrees to an appropriate increase or decrease in the contract amount because of the requested change(s) by issuing an approved change order to the contract, the work shall be performed.

Additional charges for the changes are due and payable prior to the work being performed, with payment to be received no later than the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void.

Agreements made by the Owner with vendors or subcontractors on the job are not recognized. All work that the customer has agreed to perform but that has not been performed by the customer according to the agreement shall be performed by Contractor.

The information contained in this document is confidential and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of Ashton Sawing and Drilling, LLC.

PLEASE SIGN AND RETURN TO INDICATE ACCEPTANCE OF THIS QUOTE

2023-01-04

MSD BUILDING CORP.

Change Order Form

JOB INFORMATION

Job # 8815

Project Name Friendswood Fire Station 2

Pricing Event Embed remakes

Project City, State Friendswood, TX

Change Order # 8815-05

Change Order Amount \$1,683

Contractor Information

Company Christensen Building Group

Project Manager 0

Address 0

City, State ZIP 0

Phone -

Email 0

Scope of Work

Cost to furnish (20) PL 1/2x12" x 1' embeds with straight DBA's

Not Included

Sales tax

Schedule

This is Contractor's official notification that the scope of work added to this project by this change will impact the existing production schedule. MSD Building Corp requests **ONE WEEK** to accomplish this scope of work.

Company Proposal

See attached cost breakdown for added & removed material .

Submitted by: Sandra Gonzalez

Date: 01.10.2023

Customer Acceptance

Submitted by (authorized representative)

1/10/23
Date

Cost Breakdown - Added Scope

List of Materials and Costs

8815-05

Friendswood Fire Station 2

Description	QTY	Price	Unit	Total
W SHAPE		\$0.88	lbs	\$0.00
Drop		\$0.88	lbs	\$0.00
C SHAPE		\$1.33	lbs	\$0.00
Drop		\$0.90	lbs	\$0.00
PLATE	409.00	\$1.45	lbs	\$593.05
ANGLE		\$1.45	lbs	\$0.00
Drop		\$0.88	lbs	\$0.00
TUBE		\$1.57	lbs	\$0.00
Drop		\$1.40	lbs	\$0.00
lbs				
DBA's	40.00	\$3.00	LS	120.00
Freight	1.00	\$150.00	ea.	\$150.00
Fabrication	10.00	\$50.00	Hrs	\$500.00
Detailing & Engineering	2.00	\$50.00	Hrs	\$100.00
Subtotal				\$1,463.05
Overhead & Profit			15.00%	\$219.46
Tax			8.25%	
Bond Fee			2.00%	
Grand Total				\$1,683



Paloma S. Velazquez-Ortiz Phone: (713) 910-1400 E-Mail: bids@ageconstructionllc.com
Bidding Dept. Fax: (713) 910-1402 Web: www.ageconstructionllc.com

Attn: Project Manager Change Order Request
Re: 828 - City of Friendswood FS #2 Thursday, January 12, 2023

Job Estimate

Description Break Down	Sub Total
(20) Plinths - Excavate, Form, Backfill	\$16,425.00
Overhead & Profit 10%	\$1,642.50
Grand Total	\$18,067.50

Job Description

Training Tower Plinth Revision

Prepared by:

Angel Garcia

On Behalf of:

Elias Garza at (281) 850-2081

Thank you for your business!

9018 Lambright Rd. | Houston, TX 77075



Paloma S. Velazquez-Ortiz Phone: (713) 910-1400 E-Mail: bids@ageconstructionllc.com
Bidding Dept. Fax: (713) 910-1402 Web: www.ageconstructionllc.com

Attn: Project Manager
Re: 828 - COF Firestation #2 Wednesday, January 25, 2023

Job Estimate

Description Break Down	Sub Total
52 LF Perforated Pipe Installation	\$1,200.00
Overhead & Profit 0%	\$0.00
Grand Total	\$1,200.00

Job Description

Install 52 LF of 4" Perforated pipe wrapped in geofabric. Includes digging to install pipe.
Excludes crushed concrete

Prepared by:

Angel Garcia

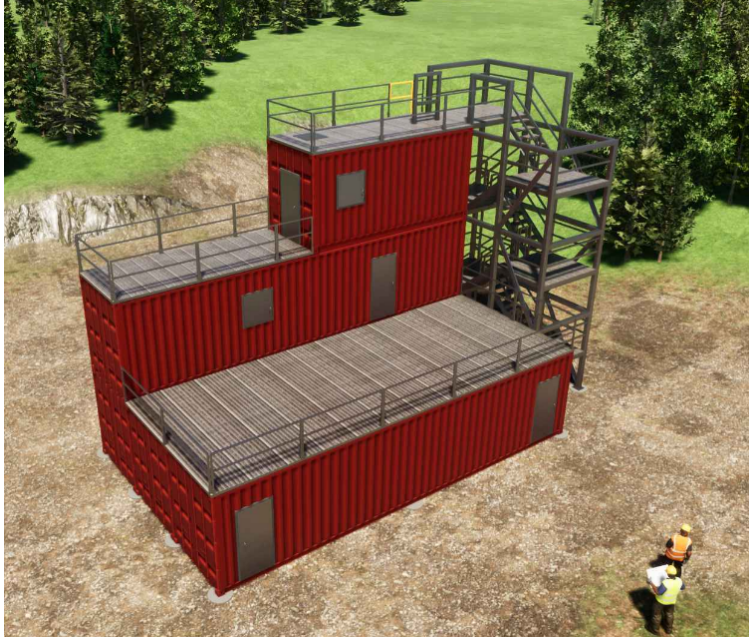
On Behalf of:

Hector Rodriguez

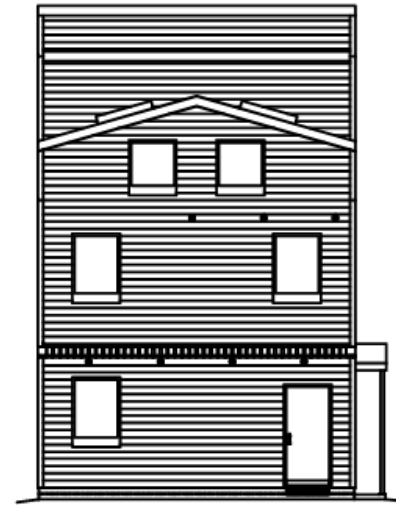
Thank you for your business!

9018 Lambright Rd. | Houston, TX 77075

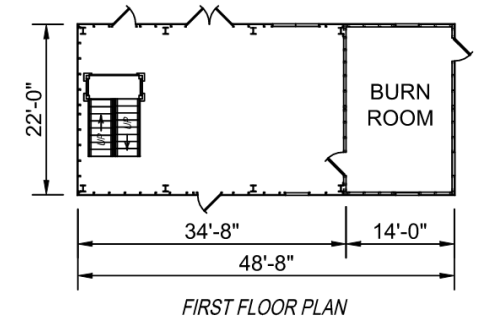
Training Tower selected



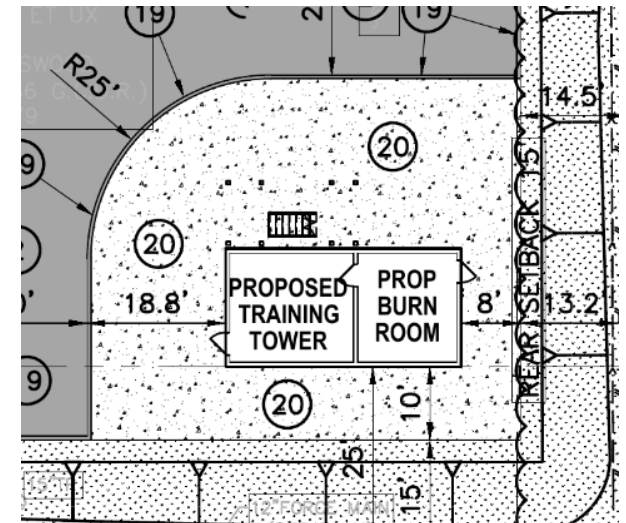
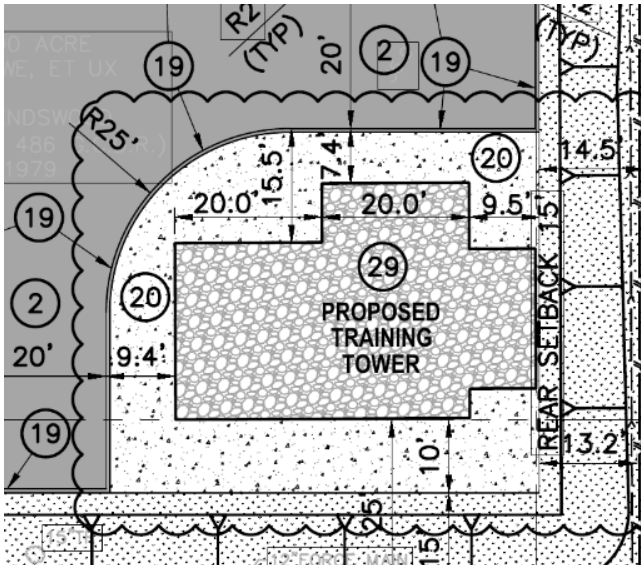
Basis of Design Training Tower



NORTH END ELEVATION



FIRST FLOOR PLAN



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 12/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for December 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Dec 22 GalCo Tax



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



January 9, 2023

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of December, 2022 is true and correct.

Under my hand and seal this 9th day of January, 2023.

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

01/05/2023 15:35:40 4172309
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 12/01/2022 THRU 12/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 34
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2022	M & O	.388560	3,842,369.47	.00	.00	.00	3,842,369.47	.00	.00	.00	3,842,369.47
	I & S	.098754	976,552.56	.00	.00	.00	976,552.56	.00	.00	.00	976,552.56
	TOTAL	.487314	4,818,922.03	.00	.00	.00	4,818,922.03	.00	.00	.00	4,818,922.03
2021	M & O	.385147	6,151.84	.00	1,315.76	.00	7,467.60	1,784.52	.00	.00	9,252.12
	I & S	.102167	1,631.89	.00	349.00	.00	1,980.89	.00	.00	.00	1,980.89
	TOTAL	.487314	7,783.73	.00	1,664.76	.00	9,448.49	1,784.52	.00	.00	11,233.01
2020	M & O	.392153	2,843.12	.00	960.50	.00	3,803.62	943.39	.00	.00	4,747.01
	I & S	.095161	689.92	.00	233.08	.00	923.00	.00	.00	.00	923.00
	TOTAL	.487314	3,533.04	.00	1,193.58	.00	4,726.62	943.39	.00	.00	5,670.01
2019	M & O	.432160	1,855.17	.00	836.88	.00	2,692.05	648.01	.00	.00	3,340.06
	I & S	.089279	383.23	.00	172.89	.00	556.12	.00	.00	.00	556.12
	TOTAL	.521439	2,238.40	.00	1,009.77	.00	3,248.17	648.01	.00	.00	3,896.18
2018	M & O	.437173	241.37	.00	135.15	.00	376.52	90.67	.00	.00	467.19
	I & S	.095218	52.58	.00	29.44	.00	82.02	.00	.00	.00	82.02
	TOTAL	.532391	293.95	.00	164.59	.00	458.54	90.67	.00	.00	549.21
2016	M & O	.462000	4.66	.00	.00	.00	4.66	.00	.00	.00	4.66
	I & S	.084000	.85	.00	.00	.00	.85	.00	.00	.00	.85
	TOTAL	.546000	5.51	.00	.00	.00	5.51	.00	.00	.00	5.51
ALL	M & O		3,853,465.63	.00	3,248.29	.00	3,856,713.92	3,466.59	.00	.00	3,860,180.51
ALL	I & S		979,311.03	.00	784.41	.00	980,095.44	.00	.00	.00	980,095.44
ALL	TOTAL		4,832,776.66	.00	4,032.70	.00	4,836,809.36	3,466.59	.00	.00	4,840,275.95
DLQ	M & O		11,096.16	.00	3,248.29	.00	14,344.45	3,466.59	.00	.00	17,811.04
DLQ	I & S		2,758.47	.00	784.41	.00	3,542.88	.00	.00	.00	3,542.88
DLQ	TOTAL		13,854.63	.00	4,032.70	.00	17,887.33	3,466.59	.00	.00	21,353.92
CURR	M & O		3,842,369.47	.00	.00	.00	3,842,369.47	.00	.00	.00	3,842,369.47
CURR	I & S		976,552.56	.00	.00	.00	976,552.56	.00	.00	.00	976,552.56
CURR	TOTAL		4,818,922.03	.00	.00	.00	4,818,922.03	.00	.00	.00	4,818,922.03

01/05/2023 15:29:59
TC298-M SELECTION: DEPOSIT

4172309

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2022 THRU 12/31/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 44
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF221215	218729	202201	0.00	0.00	0.00	0.00 CERT20TX053	200.03-	200.03-RF
2021	RF221215	218729	202201	200.03-	0.00	0.00	0.00 CERT20TX053	200.03	0.00 RF
2021	86412022PHC	218861	202211	83.15-	0.00	14.14-	0.00 CERT	0.00	97.29-RI

2021 TOTAL

283.18-

14.14-

0.00

0.00

297.32-

2022	951123022T	1035030000007	202211	974.63-	0.00	0.00	0.00 HS02	0.00	974.63-TR
2022	951120722T	1050150000017	202211	249.89-	0.00	0.00	0.00 HS02	0.00	249.89-TR
2022	RF221219	1268130020007	202212	188.77-	0.00	0.00	0.00 HK04	188.77	0.00 RF
2022	RF221219	1268130020007	202212	0.00	0.00	0.00	0.00 HK04	188.77-	188.77-RF
2022	864122822PHC	168903	202212	830.54-	0.00	0.00	0.00 CERT	0.00	830.54-RI
2022	84410512022	169202	202212	833.71-	0.00	0.00	0.00 CERT	0.00	833.71-TR
2022	929122822RVA	184241	202212	1,510.24-	0.00	0.00	0.00 CERT	0.00	1,510.24-TR
2022	864122922CHC	184442	202212	607.77-	0.00	0.00	0.00 CERT	0.00	607.77-TR
2022	951121322T	200529	202212	946.73-	0.00	0.00	0.00 CERT	0.00	946.73-TR
2022	951120122T	201635	202211	45.46-	0.00	0.00	0.00 CERT	0.00	373.90-TR
2022	864120822PHC	218969	202211	745.09-	0.00	0.00	0.00 CERT	0.00	45.46-TR
2022	951120222T	380527	202211	826.78-	0.00	0.00	0.00 CERT	0.00	745.09-TR
2022	951120222T	387705	202211	1,901.03-	0.00	0.00	0.00 CERT	0.00	826.78-TR
2022	864121522CHC	505013	202212	1,901.03-	0.00	0.00	0.00 CERT	0.00	1,901.03-TR
2022	864122822CHC	505013	202212	128.98-	0.00	0.00	0.00 CERT	0.00	128.98-TR
2022	832104120722	602007	202211	500.00-	0.00	0.00	0.00 CERT	0.00	500.00-TR
2022	832104120722	602007	202211	500.00-	0.00	0.00	0.00 CERT	0.00	500.00-TR

2022 TOTAL

13,064.55-

0.00

0.00

0.00

13,064.55-

TOTAL REVERSALS

13,347.73-

0.00

14.14-

0.00

0.00

13,361.87-

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 12/01/2022 THRU 12/31/2022
JURISDICTION: 337 FRIENDMD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2016 TOTAL			5.51	0.00	0.00	0.00	0.00	5.51
2018 TOTAL			293.95	0.00	164.59	90.67	0.00	549.21
2019 TOTAL			2,238.40	0.00	1,009.77	648.01	0.00	3,896.18
2020 TOTAL			3,533.04	0.00	1,193.58	943.39	0.00	5,670.01
2021 TOTAL			8,066.91	0.00	1,678.90	1,784.52	0.00	11,530.33
2022 TOTAL			4,831,986.58	0.00	0.00	0.00	0.00	4,831,986.58
TOTAL PAYMENTS			4,846,124.39	0.00	4,046.84	3,466.59	0.00	4,853,637.82
2021 TOTAL			283.18-	0.00	14.14-	0.00	0.00	297.32-
2022 TOTAL			13,064.55-	0.00	0.00	0.00	0.00	13,064.55-
TOTAL REVERSALS			13,347.73-	0.00	14.14-	0.00	0.00	13,361.87-
TOTAL FOR UNIT			4,832,776.66	0.00	4,032.70	3,466.59	0.00	4,840,275.95

01/05/2023 16:03:3 4172316
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2022 TO 12/31/2022

PAGE: 19
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2022 END: 07/31/2023 JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
4,778,686,394	137,720,275	4,916,406,669	0 00.487314	22,875,912.06	6,340

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	22,218,569.13	657,342.93	657,342.93	7,025,642.02	7,025,642.02	15,850,270.04	30.71	0.00
2021	183,112.68	41,878.42-	41,878.42-	56,875.69	56,875.69	84,358.57	40.27	0.00
2020	40,724.70	23,121.10-	23,121.10-	18,675.95-	18,675.95-	36,279.55	6.09-	0.00
2019	31,463.95	10,235.87-	10,235.87-	2,984.00-	2,984.00-	24,212.08	14.06-	0.00
2018	20,734.77	10.59-	10.59-	4,426.18	4,426.18	16,298.00	21.36	0.00
2017	13,655.17	.00	.00	12.53	12.53	13,642.64	.09	0.00
2016	12,123.04	.00	.00	5.51	5.51	12,117.53	.05	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	582,096.95	582,096.95	7,065,699.26	7,065,699.26	16,107,681.87		0.00
CUMR	22,218,569.13	657,342.93	657,342.93	7,025,642.02	7,025,642.02	15,850,270.04		0.00
DELO	372,715.05	75,245.98-	75,245.98-	40,057.24	40,057.24	257,411.83		0.00

01/05/2023 15:30:1 4172316
TC160

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 221
INCLUDES AG ROLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2022
LAND VALUE	6,593,325,295	6,593,325,295	51,040,203	228,874	51,269,077	6,644,594,372
AG EXCLUSION	32,486,183	32,486,183	204,746	0	204,746	32,690,929
IMPROVEMENTS	873,775,097	873,775,097	157,011,633	39,234,393-	117,777,240	991,552,337
APPRAISED VALUE	6,593,325,295	6,593,325,295	208,051,836	39,005,519-	169,046,317	6,762,371,612
EXEMPTIONS	1,782,152,718	1,782,152,718	48,874,323	17,548,281-	31,326,042	1,813,478,760
TAXABLE VALUE	4,778,686,394	4,778,686,394	159,177,513	21,457,238-	137,720,275	4,916,406,669
LEVY	22,218,569.13	22,218,569.13	759,384.87	102,041.94-	657,342.93	22,875,912.06
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	340	61	64	10,659
OVER 65	3,475	3,475	86	20	23	3,498
DISABLED	180	180	5	1	1	181
VETERAN	253	253	11	1	2	255
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 222
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2022
LAND VALUE	5,827,810,207	5,827,810,207	0	41,048-	41,048-	5,827,769,159
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	1,504,253	7,487,418-	5,983,165-	769,174,300
APPRAISED VALUE	5,827,810,207	5,827,810,207	1,504,253	7,528,466-	6,024,213-	5,821,785,994
EXEMPTIONS	1,579,451,702	1,579,451,702	987,783	1,740,895	2,728,678	1,582,180,380
TAXABLE VALUE	4,214,667,192	4,214,667,192	516,470	9,269,361-	8,752,891-	4,205,914,301
LEVY	183,112.68	183,112.68	2,780.49	44,658.91-	41,878.42-	141,234.26
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

PAGE: 223
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2022
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	1,217,125	4,707,499-	3,490,374-	702,922,966
APPRAISED VALUE	5,043,274,252	5,043,274,252	1,217,125	4,707,499-	3,490,374-	5,039,783,878
EXEMPTIONS	1,218,139,975	1,218,139,975	650,607	648,690	1,299,297	1,219,439,272
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

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 224
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2022
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					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	0	0	10,000
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	1-	1-	204
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 225
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2022
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	1,990-	1,990-	617,898,419
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,990-	1,990-	4,207,372,528
EXEMPTIONS	891,117,422	891,117,422	0	0	0	891,117,422
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	1,990-	1,990-	3,292,412,196
LEVY	20,734.77	20,734.77	.00	10.59-	10.59-	20,724.18
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 12/01/2022 thru 12/31/2022 as of 01/06/2023

Report run on: January 6, 2023 8:40 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 79731	Print Date:12/05/2022						
	Current	104,167.29	26,474.53	0.00	0.00	0.00	130,641.82
	Delq	127.80	33.38	0.00	0.00	0.00	161.18
Last Deposit Date	12/02/2022	\$104,295.09	\$26,507.91	\$0.00	\$0.00	\$0.00	\$130,803.00
ACH 79778	Print Date:12/06/2022						
	Current	57,095.04	14,510.91	0.00	0.00	0.00	71,605.95
	Delq	426.95	113.26	0.00	0.00	0.00	540.21
Last Deposit Date	12/05/2022	\$57,521.99	\$14,624.17	\$0.00	\$0.00	\$0.00	\$72,146.16
ACH 79820	Print Date:12/07/2022						
	Current	19,218.39	4,884.40	0.00	0.00	0.00	24,102.79
Last Deposit Date	12/06/2022	\$19,218.39	\$4,884.40	\$0.00	\$0.00	\$0.00	\$24,102.79
ACH 79865	Print Date:12/09/2022						
	Current	297,260.00	75,549.72	0.00	0.00	0.00	372,809.72
	Delq	1,568.50	416.05	0.00	0.00	0.00	1,984.55
Last Deposit Date	12/07/2022	\$298,828.50	\$75,965.77	\$0.00	\$0.00	\$0.00	\$374,794.27
ACH 79910	Print Date:12/12/2022						
	Current	94,122.73	23,921.66	0.00	0.00	0.00	118,044.39
Last Deposit Date	12/08/2022	\$94,122.73	\$23,921.66	\$0.00	\$0.00	\$0.00	\$118,044.39
ACH 79956	Print Date:12/12/2022						
	Current	36,113.46	9,178.37	0.00	0.00	0.00	45,291.83
Last Deposit Date	12/09/2022	\$36,113.46	\$9,178.37	\$0.00	\$0.00	\$0.00	\$45,291.83
ACH 79995	Print Date:12/13/2022						
	Current	40,186.24	10,213.49	0.00	0.00	0.00	50,399.73
Last Deposit Date	12/12/2022	\$40,186.24	\$10,213.49	\$0.00	\$0.00	\$0.00	\$50,399.73
ACH 80038	Print Date:12/14/2022						
	Current	34,835.90	8,853.73	0.00	0.00	0.00	43,689.63
	Delq	4.20	1.11	0.00	0.00	0.00	5.31
Last Deposit Date	12/13/2022	\$34,840.10	\$8,854.84	\$0.00	\$0.00	\$0.00	\$43,694.94
ACH 80084	Print Date:12/16/2022						
	Current	231,643.55	58,873.08	0.00	0.00	0.00	290,516.63
	Delq	651.44	166.99	0.00	0.00	0.00	818.43
Last Deposit Date	12/14/2022	\$232,294.99	\$59,040.07	\$0.00	\$0.00	\$0.00	\$291,335.06
ACH 80131	Print Date:12/19/2022						
	Current	368,880.69	93,752.38	0.00	0.00	0.00	462,633.07
	Delq	1,348.71	327.89	0.00	0.00	0.00	1,676.60
Last Deposit Date	12/16/2022	\$370,229.40	\$94,080.27	\$0.00	\$0.00	\$0.00	\$464,309.67
ACH 80177	Print Date:12/20/2022						
	Current	62,573.93	15,903.42	0.00	0.00	0.00	78,477.35
	Delq	227.84	60.45	0.00	0.00	0.00	288.29
Last Deposit Date	12/19/2022	\$62,801.77	\$15,963.87	\$0.00	\$0.00	\$0.00	\$78,765.64

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed Property Tax File

Ver. 1.54

For Remitted Deposit Dates 12/01/2022 thru 12/31/2022 as of 01/06/2023

Report run on: January 6, 2023 8:40 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 80221	Print Date:12/21/2022						
	Current	64,279.66	16,336.92	0.00	0.00	0.00	80,616.58
	Delq	1,389.59	368.60	0.00	0.00	0.00	1,758.19
Last Deposit Date	12/20/2022	\$65,669.25	\$16,705.52	\$0.00	\$0.00	\$0.00	\$82,374.77
ACH 80269	Print Date:12/27/2022						
	Current	580,311.00	147,488.26	0.00	0.00	0.00	727,799.26
Last Deposit Date	12/21/2022	\$580,311.00	\$147,488.26	\$0.00	\$0.00	\$0.00	\$727,799.26
ACH 80318	Print Date:12/27/2022						
	Current	965,001.97	245,258.81	0.00	0.00	0.00	1,210,260.78
	Delq	1,847.58	485.08	0.00	0.00	0.00	2,332.66
Last Deposit Date	12/22/2022	\$966,849.55	\$245,743.89	\$0.00	\$0.00	\$0.00	\$1,212,593.44
ACH 80365	Print Date:12/28/2022						
	Current	336,201.04	85,446.65	0.00	0.00	0.00	421,647.69
	Delq	5,448.19	1,243.33	0.00	0.00	0.00	6,691.52
Last Deposit Date	12/27/2022	\$341,649.23	\$86,689.98	\$0.00	\$0.00	\$0.00	\$428,339.21
ACH 80413	Print Date:12/29/2022						
	Current	92,511.63	23,512.22	0.00	0.00	0.00	116,023.85
	Delq	843.13	204.59	0.00	0.00	0.00	1,047.72
Last Deposit Date	12/28/2022	\$93,354.76	\$23,716.81	\$0.00	\$0.00	\$0.00	\$117,071.57
ACH 80460	Print Date:01/02/2023						
	Current	394,115.11	100,165.83	0.00	0.00	0.00	494,280.94
	Delq	282.61	74.96	0.00	0.00	0.00	357.57
Last Deposit Date	12/29/2022	\$394,397.72	\$100,240.79	\$0.00	\$0.00	\$0.00	\$494,638.51
ACH 80506	Print Date:01/06/2023						
	Current	63,851.84	16,228.18	0.00	0.00	0.00	80,080.02
	Delq	177.91	47.19	0.00	0.00	0.00	225.10
Last Deposit Date	12/30/2022	\$64,029.75	\$16,275.37	\$0.00	\$0.00	\$0.00	\$80,305.12
Total:		\$3,856,713.92	\$980,095.44	\$0.00	\$0.00	\$0.00	\$4,836,809.36

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 6, 2023

Date submitted: 01/09/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on January 9, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Regular Meeting held on January 9, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2023 01 09 CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JANUARY 09, 2023**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JANUARY 09, 2023, AT 5:30 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:

Steve Rockey	Councilmember
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
John Scott	Councilmember
Brent Erenwert	Mayor Pro Tem
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor Bobby Kirkpatrick with Friendswood Friends Church.

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

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey stated that last Friday, the Library hosted the Annual Zaki Con Event, which was a big success with about 980 attendees. He also noted that the Library has its open mic night this Thursday, and people can still sign-up for fifteen-minute slots.

Councilmember Branson stated that there was a break-in at the City's Activity Building which houses the City's senior programming. She wanted to let the public know that steps are being taken to rectify the situation with the installation of security cameras and additional lighting around the building.

5. PUBLIC COMMENT

Ms. Vanessa Cardell requested to speak to Council regarding agenda item 8.A. and 8.B. and stated she lives in the Hunter's Creek Subdivision. Ms. Cardell noted that the residents of Hunter's Creek are opposed to the requested zone change in which the owner of Masa Sushi desires to change the existing green space into multi-housing/condos because the space helps separate the businesses from their neighborhood. She stated that there is another concern related to the fact that the Homeowner's Association, owns and maintains the retention pond and the entryway into the subdivision that benefits Masa Sushi. Lastly, Ms. Cardell noted her concerns over there too much concrete in the area, and the addition of more buildings would increase the potential for flooding; similar to the Jack in the Box, or the area right behind Starbucks.

Mr. Wayne Dolcefino requested to speak to Council regarding his multiple public information requests that are currently being processed. He stated he runs an investigative media firm in Houston, and he has been working on an investigation into the possibility of the City's police officers targeting drivers, leaving a particular establishment in Friendswood called Friends Pub. He noted that he has already been involved with one legal battle with another city over open records and is trying to avoid another. He noted that he had received various communications from various attorneys from the same law firm, and none of the information that he felt was public had yet to be released. Therefore, he requested the Council's assistance in having the information released as soon as possible.

Ms. Judy Wiggins requested to speak to Council on behalf of the Friendswood Rotary Club and the Friendswood ISD Education Foundation, who for the first time, partnered together for the 12 by 12 Art Fundraiser, which was a huge success. Ms. Wiggins noted that this fundraiser would not have been as successful without the help and support of Library Director Matt Riley; and the Friendswood Public Library who graciously allowed the use of the facility. Ms. Wiggins stated that the event raised \$4,680 for 13 fine art grants in FISD.

6. COMMITTEES OR SPECIAL REPORTS

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

Former Mayor Dave Smith presented the item. He thanked City Council for the support the City provided to the Friendswood Historical Society (the "Society") with the following updates:

- Both The Brown Museum and Perry House has reopened. The museums, also in conjunction with the Friendswood High School Museum, are open the first Saturday of every month and are available for the public for private tours, by appointment only.
- The Society also kept the long-standing tradition, of the Ice Cream Social, which took place at the steps of the Friend's church this year.
- The Society hosted their annual Histo-ween at the end of October with this year particularly special because Councilmember Steve Rockey authored a one-act play, about the true-life history of buffalo hunter Frank Brown, Friendswood's founder.
- This year the Heritage Gardeners asked the Society to open the museums and make them part of the Christmas House tour.

- The Society's Christmas Tree Lighting in the first part of December kicked off the City's holiday season with the kids from the Friends Church helping with carols, and Santa Claus was there to provide the magic for that evening.

Mr. Smith spoke briefly on the passing of Friendswood historian Joycina Baker. He stated that she meant a great deal to the Society, and they recognize the importance of continuing her work.

Mr. Smith started to discuss the Society's budget and stated that their insurance cost has gone up significantly and asked Council if there is an opportunity to examine how the city can help the Society and to increase its contribution that would be welcomed.

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).**

At 5:44 P.M., Mayor Foreman opened the two public hearings and requested that staff give council an overview of the items.

Director of Community Development Aubrey Harbin presented the items and stated the current zoning of this property is Planned Unit Development that was approved in 2017, and allows for independent living, assisted living, and memory care units and while that development did not go through; the zoning remains the same. Mrs. Harbin stated that the applicant is proposing to develop the tract for a single-family subdivision, that would consist of approximately nine to twelve lots and would meet the City's minimum lot size for SFR, which is at 90 feet width. Currently, the property is surrounded by mostly residential properties with one commercial neighbor and several nearby commercial properties. The property has been rezoned six times since 1970 and still sits vacant.

She further stated that the Planning and Zoning Commission held their public hearing on December 8, 2022 and voted 7 to 0 unanimously in favor of the requested zone change.

At 5:47 P.M., with there being no one signed up to speak, Mayor Foreman closed the public hearings.

- 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.**

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to approve Ordinance No. 2023-1, as submitted, and related to Item 7.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: Councilmember Steve Rockey.

The item passed.

ORDINANCE NO. 2023-1

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 LOWDENSITY 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.

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).**

At 5:48 P.M., Mayor Foreman opened the two public hearings and requested that staff give council an overview of the items.

Director of Community Development Aubrey Harbin presented the items and stated this property is located along Hunters Lane behind the existing Masa Sushi, which is in front of the Hunters Creek subdivision. The Planning and Zoning Commission held their public hearing on December 8, 2022, and many residents of Hunters Creek Estates attended and expressed opposition to the development, citing issues such as drainage, traffic, invasion of privacy, proximity of the Hunters Creek Estates gate, and the proposed gate safety, and one way in and out of Hunters Creek Estates.

Mrs. Harbin noted that currently the property is zoned CSC which would allow for commercial development that would likely result in similar or worse impacts. The Planning commissioners determined that the MFR-M zoning would provide the residents a better buffer between their homes and the current restaurant and shopping center, and potential issues related to the traffic, gate location, site plan and drainage would be addressed during the site plan review process. Ms. Harbin stated that the proposed development of six to eight townhomes would have less impact to the Hunters Creek residents than those of a commercial development in that space. Mrs. Harbin noted that the Planning and Zoning Commission vote was 5 to 1, with Commissioner Hinkley opposed and one commissioner abstaining from the vote due to a potential conflict of interest.

In response to a question from Councilmember Griffon regarding the difference between low and medium density developments Ms. Harbin stated that that low density allows for six units per acre.

The applicant, Michael Zhou, owner of Masa Sushi spoke regarding his application. He stated that he developed this 2.7 acres of land in 2012 and Masa Sushi opened in 2015. He stated that his business can put a commercial building in the back of his property, but he did not want to disturb the neighborhood with additional noise and the smell of a dumpster. He further noted that does not want the neighborhood to be mad at his business and noted that while he had many opportunities to build a commercial building, he wanted to have a good relationship with the neighboring residents and thought by changing the land use to residential, with townhomes, the results would be quieter, with less traffic, and not negatively affect the home values in the area.

Mayor Foreman inquired about how many townhomes there were in the plan, to which Mr. Zhou stated that there will be six units.

Mayor Pro Tem Erenwert inquired about the dumpster smell; asking if it will affect the new homes if built. Mr. Zhou replied that the commercial building will be on the backside and that the new townhouses are not going to have a commercial dumpster, but residential trash pickup.

Mayor Pro Tem Erenwert inquired about the average price per unit. Mr. Zhou replied each unit is +/-2,200 square feet, and the townhouses would be leased at an estimated prices of \$2,500 a month.

The following members of the public signed up to speak regarding Agenda Item 8.B.

Emily Rives, 2886 Bridle Path Lane, stated that she is in favor of the proposed ordinance amendment.

Ricardo San Emeterio, 2886 Bridle Path Lane, stated that he is in favor of the proposed ordinance amendment.

Sue Rives, 2886 Bridle Path Lane, stated that she is in favor of the proposed ordinance amendment.

Megan Terminella, 1705 Hunters CV., spoke in opposition of the proposed ordinance amendment. She stated that her house adjoins the property. She stated how this would directly impact her, she bought the house 12 years ago, knowing it was zoned commercial and would like it to stay commercial, stating that there are business hours with commercial.

Gerardo Corona, 217 Hunters Lane, spoke in opposition of the proposed ordinance amendment. He stated that he did not agree with the points that were made at the zoning board meetings regarding this property and noted that changing it to residential would include rental properties and rental condos with people coming and going and multi-annual leases, which would have a negative impact to the residents. He also mentioned that the city has grown in the last 15 years and raised concerns regarding the drainage and flooding.

Dan Raymer, 505 Hunters Lane, spoke in opposition to the proposed ordinance amendment. He stated that many people bought their properties based on the commercial zoning. He continued, that he agrees that people should be able to request a zone change, but that the request should only be granted if there is no opposition, which he also brought this up the Planning and Zoning Commission meeting.

Don Scott, 201 Hunters Lane, spoke in opposition of the proposed ordinance amendment. He stated that the homeowners in Hunters Creek bought their homes in the subdivision, knowing that the property outside the gate was zoned as commercial. He brought up issues that included: the gate, the amount of traffic and additional cars, and there would be more transient people living in the rental properties. He also brought up concerns regarding a road would need to be built for garbage people to come to the back. He stated complaints about the current owner of the property such as late-night street cleaning.

Jonathan Halgan, 417 Hunters Lane, spoke in opposition of the proposed ordinance amendment. He stated that he is a resident of Hunters Creek subdivision and feels that the change will impact him and his family. He noted that he respects the landowner's right to maximize profit; however, that the change would benefit one family, but it would impact 53 families that live inside Hunters Creek.

Mark Renyard, 414 Hunters Lane, spoke in opposition to the proposed ordinance amendment. He stated he is a new resident to Hunters Creek. He bought his property knowing what he was buying into and the potential for what might happen in that one-acre tract of land. He stated his concerns are the gate, and the traffic. Mr. Renyard stated the traffic is worse since the intersection was changed from being multi-direction to only being able to turn right. He discussed that there is potential for the property to have 9 units if it is rezoned for medium density. He also talked about the economic impact it would have on the homeowners of Hunters Creek subdivision.

Aaron Allen, 1709 Hunters Forest, spoke in opposition of the proposed ordinance amendment. He stated that he is new to Friendswood and feels that allowing these townhomes to be built would take away from the small town feel of Friendswood.

Guy Cordell, 418 Hunters Lane, spoke in opposition of the proposed ordinance amendment. He stated that he is owner of nine rental properties in the city of Houston, from commercial to residential properties, and

knows the impact that those make. He stated that he thinks this will affect their property value and that this would affect the current issues with traffic.

At 6:12 P.M., Mayor Foreman closed the public hearings.

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.

Councilmember Rocky stated his concerns for rezoning and stated that he is always very sensitive to the fact that when somebody moves into a house, they have a responsibility to look at the properties around them, and see what is going to go in there, and several people have said tonight they thought that it would be commercial, and so it should remain so. He also noted that the City goes to a lot of trouble to promote the creations of commercial property in order to help bring down property taxes, and approving this rezoning would go against that direction, and there would be a loss on possible sales tax. Lastly, Councilmember Rockey stated that he is a little leery of rezoning property where he has not seen a plat, site map, or any kind of design of what is being proposed.

There was a discussion regarding whether the road outside of the subdivision gates was public or private property. City Manager Morad Kabiri stated the roadway in question was installed as part of the Hunters Creek Estate Subdivision, which was all platted as one, behind the gate. He noted that the road behind the gate is private, and the Homeowner's Association has an obligation to maintain the landscaping within the Boulevard that is outside of the gate, which is all a part of the master plan concept designed by the developer. He further noted that any labeling to the contrary for the area of Hunter's Lane located in front of the commercial properties in question is a misnomer.

Councilmember Griffon asked if the proposed development is required to have offsite detention, to which Ms. Harbin replied that their detention was accounted for in the Hunters Creek detention pond to which they have access to. Councilmember Griffon asked if the applicant would have to help maintain the detention pond in Hunters Creek, to which Ms. Harbin replied, that any cost-sharing issues with the detention pond would be a civil matter between the commercial properties and the HOA.

Councilmember Griffon asked why there was not a rendition of the proposed townhomes, Ms. Harbin replied that the item before the Council is for the rezoning of the property itself and not an approval of the proposed development; therefore, a site plan is not required.

Councilmember Griffon inquired about why medium density was chosen, to which Ms. Harbin replied, that the developer was still working on the site plan at the time of this application, and they were not sure how many units could fit in that tract of land, so they went with medium density

Mayor Foreman stated that he understands the position of the owner and that they should have a right to do what they want with the piece of property and noted that if there were townhomes in that space, they would serve as a buffer to the other businesses out there and would protect the homes from the smells produced by the businesses.

Councilmember Hanks stated that during her first year on City Council, Hunters Creek residents came to a City Council meeting because a landowner with property abutting to the back part of the subdivision, and facing the front part of FM 528, wanted a rezoning from residential to commercial, because it was already next to existing commercial and there would be access off of FM 528. She noted that the residents were very opposed for many of the same reasons being mentioned tonight. She further noted that she believes that most people in Hunter's Creek would prefer for nothing to be developed there and for that area of land to remain as a buffer; however, that is not what is before the Council to consider. Councilmember Hanks stated if she were a resident in that subdivision, she would prefer to have residences over commercial.

Councilmember Scott noted that he appreciated that the residents that took the time to determine what type of zoning they are surrounded by when they purchased their homes. He stated that he felt that the Council must protect the citizens in their homes and the properties that they purchase, and it is not their responsibility to go chasing commercial dollars or to rezone properties in order to make more revenue if doing so will negatively impacts the citizens. He further noted that should a commercial building go into that land, the citizens will not get a vote, nor will they get to voice their displeasure with any legal standing because the land is already zoned commercial. Councilmember Scott also stated that many of the people in attendance have claimed that they knew that the land in question was commercial when they bought their homes and it did not impact their decision; therefore, should a commercial developer come along and put a commercial building in there, he hopes that the people present tonight that are complaining about the residential development are not the same people complaining that a commercial shopping center going in next to their neighborhood..

Mayor Pro Tem Erenwert expressed that he is very familiar with this area and did not support the zone change request because not one resident of Hunter's Creek spoke in favor of it tonight.

Mayor Foreman thanked the Planning and Zoning Commission for their hard work on this. He acknowledged that 53 people live in Hunter's Creek; however, it is the job of the Council to represent them and the other 43,000 residents in the City. He stated that the Council has to do what is best for the City.

A motion was made by Councilmember Hanks and seconded by Mayor Mike Foreman to approve the proposed ordinance related to Item 8.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, and Councilmember Sally Branson.

Nays: Councilmember Steve Rockey, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

The item failed.

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.

At 6:31 P.M., Mayor Foreman opened the public hearing and requested that staff give council an overview of the item.

Director of Community Development Aubrey Harbin presented the item and noted that the Planning and Zoning Commission held their public hearing on Thursday, December 8, 2022. She stated that there is an existing house located on this property that most everyone is familiar with as it is across from the Public Safety Building. There have been a lot of cars in that driveway, trash and things like that, but High Point Church, has made plans to purchase the property.

High Point Church plans to move their administrative offices into the existing house for now. They are going to extend parking, put in a sidewalk and some landscaping. In the long term, they have purchased the adjacent acres, and their long-term plan is to build their church at the rear of that property and to leave some commercial frontage along the roadway in conformance with the city's future land use map. Their request at this point is the SUP to allow the admin offices in that house, and the commission voted 7 to 0 on this request, at their meeting.

Mayor Foreman asked if the applicant for this item had any comments.

Applicant Scott Erma stated that he is the pastor of High Point Church. The church was started the church five years ago. He stated that they came to Friendswood because they wanted a great community to raise their kids, and wanted to make the community better, wanted to give back.

Three people signed up to speak on this item but had no comments to make.

At 6:35 P.M., with there being no one signed up to speak, Mayor Foreman closed the public hearing.

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.

Councilmember Rocky asked if the Council approved this request would the property be removed from the tax rolls. City Manager Morad Kabiri responded the applicant could apply for a tax exemption with the appraisal district who are responsible for those types of determinations; however, there is a caveat to this special use permit that requires the applicant to begin working on their church within three years.

City Manager Kabiri further noted that the applicant has indicated to that the plan is to develop the church in the back of the property and leave the front as commercial uses.

Councilmember Hanks asked if the City designates specific use permits on the land use map or are those applied for individually. City Manager Kabiri stated that specific use permits re applied for individually and if granted, they are reflected on the City's zoning map after they are applied for and approved by City Council.

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to approve Ordinance No. 2023-2, as submitted, and 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. 2023-2

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.

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.

City Manager Morad Kabiri presented the item and stated that this workshop item is to discuss the old Exxon property, which consist of 159 acres located between Wilderness Trails and the Creekwood Estate subdivision. He stated the reason it is before Council is that it is a unique piece of property that has a lot of infrastructure needs that can help benefit the City of Friendswood long term.

City Manager Kabiri stated that the FM 528 and FM 518 intersections are the most dangerous or are the most heavily congested intersection in Friendswood. He noted that the only alternative that will help alleviate this congestion is to have alternative routes through town, along the north-west, east-west corridor routes. He noted that the Hines Group is currently under contract to purchase this piece of

property, and their representatives are going to present their proposed development along with some financing mechanisms that will help get some of this critical infrastructure constructed in Friendswood.

Hines Group representative Carson Nunnelly gave an overview of the Hines Group, which is a privately owned global real estate investment, development and management firm founded in 1957, with a presence in 285 cities, in 28 countries, and worth an estimated 90.3 billion in investment under their management. He further noted that they have 198 developments currently underway around the world, and historically, has developed, redeveloped or acquired 1,530 properties, totaling over 511 million square feet.

Mr. Nunnelly gave the Council an overview of the proposed Friendswood development, which includes 187 lots, that will become 90-foot lots, in compliance with the City's current ordinances. He showed a map of the area to include the lots, the different detention ponds, drainage, roads and other amenities.

The Council asked various questions regarding abandoned wells, pipelines and other industrial materials left in/on the property and the feasibility of the area being developed, and at what costs. Mr. Nunnelly stated that their firm had already invested a large amount of time, money, and resources to identify the existing/abandoned wells, and other Exxon infrastructure that would have to be mitigated and noted that the plan being presented takes all of those items into consideration.

Mr. Nunnelly gave the Council an overview of the proposed development including what the offsite infrastructure needs would be; such as: (1) the need to build some offsite outfalls in order to get the water to the two creeks surrounding the site, one to the north and the other to the south, (2) the need for onsite detention, (3) the construction of a water line that would run about a mile off the site and connect to a twelve-inch water line, (4) sanitary sewer improvements that will ultimately lead to the City's wastewater plant, and (5) the construction of a proposed collector and thoroughfare. He estimated the cost for this project's infrastructure to be at about \$33 million, which is separate and apart from the costs associated with the purchase of the land and legal fees.

Mayor Foreman inquired about the responsibility of the two-lanes upcoming off of FM 528 that would get to the site. City Manager Kabiri responded that the developer would be responsible for the four-lane boulevard through their property from Wilderness Trails to nearly past Falling Leaf.

Mayor Foreman asked if there would be access to get out onto FM 528, to which City Manager Kabiri stated that said access would have to be built at a future date, but for this project, the developer would build a four-lane boulevard through their 159 acres only. The City anticipates that a future grant application through H-GAC will help secure the funding needed to extend the roadway from FM 528 to Wilderness Trails, as well as, from the end of their project to Pearland Parkway.

Mayor Pro Tem Erenwert asked about Castlewood Road potentially running through the site as well as the barricade located at the end of the road. City Manager Kabiri stated that currently the road has a barricade at the end of it because it was intended to connect to a future road network. He noted that had the developer wanted this road to be a dead-end, they would have created a cul-de-sac and not left it as it is now.

Councilmember Rockey asked if the developer has done any traffic studies on what is going to happen with Falling Leaf and those roads when the 157 houses are built. Mr. Nunnelly noted that they have not

yet conducted the necessary traffic studies but will comply with all required studies should the development move forward.

City Manager Kabiri made note that the question before City is not whether or not the use is appropriate at that location. He stated that the developer could go build this tomorrow and have the tie-ins to Falling Leaf, to Castlewood, to Wilderness Trail and the City would have no legal standing to deny those access points. He further stated that the reason the Hines Group was asked to come before this Council was to discuss the critical infrastructure needs that city has, particularly the need for another north, south, east, west corridor that connects with League City Parkway and Pearland Parkway. Mr. Kabiri noted that this development would allow for the City to get a large chunk of the roadway built now, which would help our benefit cost analysis for future grant applications.

Councilmember Griffon asked if this development would need a possible TIRZ and/or PID from the City. City Manager Kabiri stated that historically, the Council has been in opposition to management districts and municipal utility districts. He stated that the use of a TIRZ and a Public Improvement District (PID) would allow this infrastructure to be developed and paid for, without establishing an additional tax on the homeowners and future homeowners out there in perpetuity. He noted that once the infrastructure was paid for, the additional assessment would go away.

Councilmember Hanks stated that there are a lot of abandoned wells and maybe some abandoned pipelines and asked if the estimated \$33 million for the development considers what they may find and have to mitigate. Mr. Nunnally noted that the \$33 million is only for the building of major infrastructure but noted that they have already located every single well on the site and put that information on the land plan. He further noted that anything that showed a well was not used for as a lot but was allocated for another use.

City Manager Kabiri stated, separate from this endeavor, if Hines were to go away, the Houston Galveston Area Council did award the City a planning study to determine the alignment of the roadway, and they are waiting for the advanced funding agreement with the Texas Department of Transportation to get that effort started, but eventually the alignment is going to be determined and they are going to be utilizing the most advantageous corridor and connection points.

City Manager Kabiri stated that he has gathered from Council's direction and consensus to work towards the creation of a PID and TIRZ to get this project completed.

11. CITY MANAGER'S REPORT

A. Present the City of Friendswood Employee Service Awards.

City Manager Morad Kabiri presented the item and stated that this past December the City had its annual Christmas dinner at which the City recognized employees in 5-year increments for their service to the Friendswood community. He read through the names.

5-Year Category:

- Matthew Schmidt, Police Department,
- Blake Brazzel, Police Department,
- Juan Moreno, Police Department,

- Raul Ramos, Public Works
- Gabriela Salas, Police Department,
- David Slovarp, Fire Marshal's Office.
- Emily Peltier, Administrative Services, and
- Joshua Reagan, Parks and Recreation.

10-Year Category:

- Lieutenant James Price, Police Department,
- Nell Mathis, Administrative Services,
- Susan Ballard, City Attorney's Office.
- Katy Harris, City Manager's Office,
- Stephen Vavrecka , Public Works,
- Heather Van Dine, Engineering Department,
- Samuel Renderos, Public Works,
- Kevin Cahill, Police Department,
- Jeff Kimberly, Police Department.

15-Year Category:

- Erin Leitko, Police Department,
- Katina Hampton, Administrative Services,
- Nicholas McCanless, Police Department,
- Michael Boyett, Parks and Recreation,
- Mitchell Jeffcoat, Police Department,
- Aubrey Harbin, Community Development Department,
- Niki Bender, Fire Marshal's Office,
- Veronica Alam, Library,
- Jennifer Walker, Administrative Services,
- Karen Hart, Library,
- Glenda Faulkner, City Manager's Office.

20-Year Category:

- Norman Stuart, Human Resources,
- Mary Jones, Police Department,
- Dennis Center, Police Department,
- Edmund De La Cerda, Police Department,
- Clifton Duncan, Library,
- Justin Wagner, Police Department,
- Kim Ramirez, Parks and Recreation,
- Roger Stenstrom, Police Department,
- Tom Ferguson, Community Development Department.

25-Year Category:

- Lisa Price, Police Department.

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

City Manager Morad Kabiri presented the item and stated that in January, the City will have its annual tree giveaway, which has been renamed the Friendswood Arbor Day. It will take place on Saturday, January 21, 2023 at 8:00 a.m., at Centennial Park. There will be 100 large 7-gallon trees available while supplies last.

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

City Manager Morad Kabiri presented the item and stated that Friendswood was recently recognized as one of the top 5 neighborhoods in the City of the Houston Metro Area. The cities were not ranked; however, they said each of these cities deserved recognition for their outstanding quality of life that they provide the residents of their community.

City Manager Kabiri spoke briefly on an item not on the agenda. He stated that a couple months ago, Council approved a contract with Grant Works to identify use of the City's method of distribution dollars that the City got from H-GAC for Hurricane Harvey. The City's application was signed by City Manager Kabiri last week, and Friendswood is the only one in the area to have an application completed before the deadline. He complimented the Engineering staff for making this happen.

At 6:58 p.m., Mayor Foreman stated that Mayor Pro Tem Erenwert would be taking over the meeting, as he had a conflict of interest related to Item 12.A. Mayor Foreman further noted that he had filed the appropriate conflict of interest paperwork with the City Secretary prior to this meeting.

Mayor Pro Tem Erenwert moved on to consider agenda item 12.A.

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.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to accept the Official Newspaper Bid (2022-14) of Wood Land Publishing, Inc., d/b/a Reporter News, and approve Resolution No. R2023-1, designating such newspaper as the official newspaper of the City of Friendswood. The vote was the following:

Ayes: Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

Abstain: Mayor Mike Foreman (conflict of interest).

The item passed.

RESOLUTION NO. R2023-1

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.

At 7:00 p.m., Mayor Foreman returned to the meeting and resumed his duties as presiding officer.

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.

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 (the "Project") in an amount not to exceed \$31,750. Restricted PEG fee reserves will be the funding source for the City this Project, including this architectural design services agreement expense.

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 motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve 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). 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 a contract with the Friendswood Historical Society in the amount of \$15,000 for the maintenance and preservation of historical sites in the City.

Mayor Foreman stated that he wanted to take the lead on this item and made a motion to authorize a contract with the Friendswood Historical Society in the amount of \$17,500 for the maintenance and preservation of historical sites in the City. Mayor Foreman stated that he had worked with staff to find an additional \$2,500 from the Council's existing 2022-23 budget, in the Travel Expenses and Reimbursement line item to help the Historical Society cover cost increase related to their insurance.

A motion was made by Mayor Foreman and seconded by Councilmember Hanks to approve a contract with the Friendswood Historical Society in the amount of \$17,500. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

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.

This item authorizes 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 for an evidence storage solution for the evidence room at the Public Safety Building. This agreement will allow the City to take advantage of bids for various goods and services, not just the evidence storage solution.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to authorize 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. 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.

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.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to approve a contract with Southwest Solutions Group for an evidence storage solution, freight, and installation for the evidence room at the Public Safety Building through Omnia Partners in the amount of \$70,208. 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.

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).

McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc., was determined to be the lowest responsive bidder for this project 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.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to award 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). 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.

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.

This item authorizes a Second Amendment for the design, bidding, and construction phase services in an amount not to exceed one million one hundred fifty-five thousand eight hundred eight and 40/100 dollars (\$1,155,808.40) for the following two projects:

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.

Project No.	Project Title	Description
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 3, 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.

The funding for these projects will largely come from the American Rescue Plan Act ("ARPA") dollars received by the City.

A motion was made by Councilmember Rockey and seconded by Councilmember Branson to authorize 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. 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.

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.

This ordinance approves budget amendments for the following:

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 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.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2023-3, related to Item 13.A, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2023-3

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.

14. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Erenwert to approve the Consent Agenda, Items 14.A through 14.I. 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 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.

ORDINANCE NO. 2023-4

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.

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.

This First Amendment extends the Lease Agreement with the Friendswood Community Church, d/b/a the Harbor for an additional six months under the same terms and conditions through July 31, 2023.

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.

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.

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.

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.

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.

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.

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.

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.

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.

This item allows the City Council to review and approve the minutes of the City Council Meeting held on December 5, 2022.

15. EXECUTIVE SESSION

- 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 into and conduct an executive session pursuant to Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Attorney.**

At 7:06 P.M. Mayor Foreman recessed and convened into 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; and
- Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

At 7:38 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

16. DISCUSSION AND POSSIBLE ACTION

A. Consider and take possible action regarding the City Attorney's annual review.

A motion was made by Councilmember Branson and seconded by Councilmember Rockey to approve a 3.75% increase to the City Attorney's salary. 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.

17. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the January 9, 2023, City Council Regular Meeting at 7:38 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary