

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
APRIL 6, 2020



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 7:00 PM ON MONDAY, APRIL 6, 2020, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

7 PM – REGULAR MEETING

1. Call to order
2. Invocation
3. Pledge of Allegiance – United States and Texas
(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
5. CLOSED EXECUTIVE SESSION
 - A. Communications from the Public regarding Executive Session topics.
 - B. Council may convene into Executive Session in accordance with Texas Government Code, pursuant to Section 551.072: Deliberation regarding the purchase, exchange, lease or value of real property with possible discussion and action related thereto in open session.
6. RECONVENE INTO OPEN SESSION
7. Special Recognition and Acknowledgements

- A. Presentation of the Texas Municipal Library Directors Association's (TMLDA) 2019 Achievement of Library Excellence Award

8. Public Hearing

To receive comments from the public, both oral and written, regarding:

- A. Request to vacate a 0.1738 acre (7,569 SQ) portion of a 60' right-of-way of East Heritage Drive, being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County Plat Records Friendswood, Galveston County, Texas.

9. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

10. City Manager's Report

- A. Coronavirus Disease 2019 (COVID-19)
- B. Canceled Events
- C. Texas Department of Transportation Traffic Signals
- D. Hurricane Harvey Update
- E. Safe City Designations

11. Communications from Committees and Special Reports

- A. Annual Report from Keep Friendswood Beautiful
- B. Presentation of City Bonds by John Robuck with BOK Financial

12. Discussion and Possible Action

- A. Discussion and possible action regarding the designation of the Local Rabies Control Authority and Director of Animal Control.
- B. Discussion and possible action regarding the designation of the City's Animal Shelter Advisory Committee Member.
- C. Discussion and possible action regarding appointments and reappointments to the following committees, boards and commissions:

Keep Friendswood Beautiful – Appoint Stephanie Reddick as an alternate member to a three-year term expiring November 2022.

- D. Discussion and possible action regarding an interlocal agreement with the Harris County Flood Control District for the the operation and maintenance of a weather station located at 1600 Whitaker and other weather related devices agreed on by both parties located in Galveston County.
- E. Discussion and possible action regarding an agreement between the City of Friendswood and Harris County for the Forest Bend Detention Pond Project.

13. Resolutions

Consideration and possible action regarding the following:

- A. Resolution No. R2020-09: A resolution of the City Council of the City of Friendswood, Texas, approving a contractual agreement for dispatching services between the Forest Bend Fire Department and City of Friendswood; authorizing the Mayor to execute, and the City Secretary to attest, the agreement.
- B. Resolution No. R2020-10: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving the appointment of a representative to the Public Power Pool.
- C. Resolution No. R2020-11: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving a change in the Capital Lease Agreement Project and equipment description.
- D. Resolution No. R2020-12: A resolution by the City of Friendswood, Texas, suspending the May 4, 2020, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to implement interim grip rate adjustments for gas utility investment in 2018 and requiring delivery of this resolution to the company and legal counsel.

14. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-10: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 54, Offenses and Miscellaneous Provisions, Article III., Protection of Citizens, Employees, Municipal Property by amending Section 54-48 entitled “Interfering with City Officers and Employees”; providing a penalty of an amount not to exceed \$500.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

- B. Ordinance No. T2020-11: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by amending Section 14-356 entitled "Barrier Requirements"; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.
- C. Ordinance No. T2020-12: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II., Fire lanes by amending Sections 82-62 through 82-71 regarding Fire Lane Requirements, Enforcement and Penalties for violation of division; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.
- D. Ordinance No. T2020-13: First reading of an ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.
- E. Ordinance No. T2020-14: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Buildings and Building Regulations, Article II., Building Code by amending Sections 14-25 through 14-28 regarding trash on construction sites, site drainage, restoration of property to original condition and housekeeping practices on construction sites; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.
- F. Ordinance No. T2020-16: Second and Final reading of an ordinance amending Appendix C "Zoning Ordinance," "Section 10. Board of Adjustment-Establishment and Procedure," "Section 11. Same-Powers and Duties," "Section 12. Appeals from the Board of Adjustment," and "Section 20. Definitions-Variance"; providing a penalty for violation in an amount not to exceed \$2,000.00, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

- G. Ordinance No. T2020-17: Second and Final reading of an ordinance amending Appendix C “Zoning Ordinance,” Section 7. “Schedule of District Regulations,” Subsection 7.P.6., “Permitted Use Table,” amending the following NAICS Uses: #447 Gasoline Stations, #511 Publishing Industries, and #713940 Fitness and Recreational Sports Centers; providing a penalty for violation in an amount not to exceed \$2,000.00, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
- H. Ordinance No. T2020-19: First reading of an ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as E. Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.
- I. Ordinance No. T2020-20: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2019-2020 by approving “Budget Amendment V” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.
- J. Ordinance No. T2020-21: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, postponing the Special Election scheduled to be held on Saturday, May 02, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets, to a later date; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

15. Communications from the Mayor and Councilmembers

16. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving an agreement with Friendswood Area Swim Team (FAST) for the use of the Sesquicentennial Swimming Pool and authorizing the Mayor to execute the agreement
- B. Ratifying the City Manager's signature on an agreement for American Tower, on behalf of T-Mobile, to make modifications to the telecommunications tower located at the Public Safety Building, 1600 Whitaker Dr.
- C. Accepting the February 2020 Property Tax Report
- D. Approving a one year extension of a contract with Crowder Gulf for debris management services

- E. Approving a one year extension of a contract with DRC Emergency Services for debris management services
- F. Authorizing the acceptance of the Clear Creek Community Church public improvements and initiate the contractor's one-year maintenance period
- G. Approving the minutes of the March 2, 2020, Council Meeting

17. Adjournment

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON

DATE

AT TIME

**MELINDA WELSH, TRMC
CITY SECRETARY**

****All meetings of City Council are open to the public, except when there is a necessity to meet in an Executive Session (closed to the public) under the provisions of Section 551, Texas Government Code. The City Council reserves the right to convene into Executive Session to hear any of the above described agenda items that qualify for an executive session by publicly announcing the applicable section number of the Open Meetings Act.**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Communications from the Public regarding Executive Session topics.

Originating Department: City Attorney

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

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Date requested for City Council consideration: April 6, 2020

Date submitted: 3/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Council may convene into Executive Session in accordance with Texas Government Code, pursuant to Section 551.072: Deliberation regarding the purchase, exchange, lease or value of real property with possible discussion and action related thereto in open session.

Originating Department: City Attorney

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

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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: April 6, 2020

Date submitted: 3/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Presentation of the Texas Municipal Library Directors Association's (TMLDA) 2019 Achievement of Library Excellence Award

Originating Department: Library

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

For the sixth consecutive year, the Friendswood Library has met the criteria for the Achievement of Library Excellence Award from the Texas Municipal Library Directors Association. The award recognizes library staff for their commitment to service and educational programming in our community.

Only 53 out of 571 Texas public library systems were awarded this honor, placing Friendswood Library in the top 10% of public libraries in the entire State of Texas.

Recipients were required to demonstrate quality service across ten criteria including summer reading program, underserved populations, enhanced service, marketing and publicity, digital inclusion, cultural and educational programming, literacy support, collaboration, training, and workforce development.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. TMLDA 2019 Award



Texas Municipal Library Directors Association

February 7, 2020

RECEIVED

FEB 18 2020

Morad Kabiri
City Manager
City of Friendswood
416 South Friendswood Drive
Friendswood, TX 77546

Dear Morad Kabiri:

Congratulations go to the City of Friendswood. The Friendswood Public Library has been awarded the 2019 Texas Achievement in Library Excellence Award.

Libraries awarded this honor were required to meet a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria.

This year, only 53 Libraries out of 571 Texas public library systems were awarded this honor. This means your Library is in the top 10% of public libraries in the entire State of Texas.

Please accept our sincere congratulations to a city which values and provides quality Library services and programs for the continued education and personal enrichment of its residents.

Sincerely,

Shelley Holley, Frisco Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association
An Affiliate Organization of the Texas Municipal League
www.tmla.org



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: April 6, 2020

Date submitted: 2/27/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Request to vacate a 0.1738 acre (7,569 SQ) portion of a 60' right-of-way of East Heritage Drive, being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County Plat Records Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

First Baptist Church Friendswood owns all four of the tracts abutting the subject property and is requesting that this portion of right-of-way be vacated. Currently, the right-of-way is unimproved (see attached photo), and is a dead end with no potential for extension due to the proximity to the creek. All of the no objection letters from the utility companies clearly portray that there is no intent to improve or extend utilities to this area.

The church is in the process of making long-term plans to improve their campus. Currently, this portion of property would remain as green space.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allowing the church to take ownership of the property would allow them to maintain the property.

No objection letters were provided by the following entities - City of Friendswood, Galveston County Consolidated Drainage District, Centerpoint, Texas New Mexico Power, AT&T and Comcast.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held March 26, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7-0 to approve the request to vacate a portion of 60-foot right-of-way on East Heritage Drive.

The right-of-way is currently unimproved, and due to the proximity to the creek, there is no potential for extension. The no objection letters received from all of the utility companies indicated no plans to extend any infrastructure into the subject property.

The right-of-way would have been needed at one time to ensure that each of the three (3) adjacent lots to

the right-of-way had access to E. Heritage Drive. Now that all three (3) adjacent lots are owned by one entity, the right-of-way is no longer needed or desired by the owner.

ATTACHMENTS

1. Application_FBC Vacate ROW Heritage Dr
2. First Baptist Church ROW Exhibit A
3. Aerial Map_FBC ROW Vacate Heritage Dr
4. Location Map_FBC ROW Vacate Heritage Dr
5. Zoning Map_FBC ROW Vacate Heritage Dr
6. AT&T No Objection ROW
7. Centerpoint No Objection ROW
8. COF No Objection ROW
9. Comcast No Objection ROW
10. GCCDD No Objection ROW
11. TNMP No Objection ROW
12. PZ Rec Memo Vacate ROW E Heritage Dr 03-27-2020



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

Application for Vacation of Public Easements or Rights-of-Way

APPLICANT NAME: First Baptist Church Friendswood Phone: 281-482-7573

Mailing Address: 111 E. Heritage Dr.

City: Friendswood State: TX Zip: 77546 Fax: 281-482-7814

Email Address: mmays@fbcfriendswood.org bbarlow@fbcfriendswood.org

Brenda Barlow

SUBJECT PROPERTY INFO:

Subdivision Name: Friendswood Subdivision Street Name: E. Heritage

Abutting Blocks: Block 2 Abutting Lots: Lot 1

Vacate the following: ☒ Right-of-Way ☐ Easement

Reason for vacation request: There are no plans for use of the R.O.W.

Related City applications which are pending: S.U.P.

Improvements located in subject right-of-way / easement:

☐ None ☒ Paving ☐ Curb & Gutter ☐ Power Lines/Poles
☐ Structures ☐ Fences/Walls ☐ Other _____

LEE HARRIS

Utilities located in subject right-of-way / easement:

☐ None ☒ Telephone ☒ Electric ☒ Gas ☐ Water ☐ Sewer
☒ Storm Drain ☐ Unknown ☒ Other CITY OF FRIENDSWOOD, GCCDD

leharris47@GMAIL.COM

*713-545-1077
CELL*

The undersigned applicant understands that the processing of this application will be handled in accordance with the procedures outlined in Section 70-25 of the City of Friendswood Code of Ordinances and that the acceptance of this application and fee in no way obligates the City to grant the vacation.

The undersigned hereby requests approval by the City Council to vacate the above identified easement / right-of-way.

Applicant's Signature: *[Signature]* Date: 2/10/2020

Received By: <i>BBennett</i>	Application Number: <u>PLAD-2020-0007</u>
Property Owner Notices: <u>2-28-2020</u>	Received Date: <u>2-10-2020</u>
	Joint Public Hearing Date: <u>3-12-2020</u>

Acknowledgment Of Adjacent Property Owners

By signing below, property owners acknowledge receiving notice of the applicant's request to vacate a public easement or public right-of-way abutting their property, as described in the attached application, and provide confirmation that they have no objections to said vacation. *Multiple sheets or separate documents may be submitted.*

Printed Name: First Baptist Church Friendswood

Address or Legal Description: 202 E. Heritage Dr.

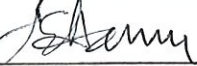
Phone Number: 281-482-7573

Signature: 

Printed Name: First Baptist Church Friendswood

Address or Legal Description: Lot 1, Block 2, Friendswood Subdivision

Phone Number: 281-482-7573

Signature: 

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

PROJECT BENCHMARK:

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NUMBER 210195
HGCSO STAINLESS STEEL ROD STAMPED HGCSO 37 1986 AT US
59 AND NEWCASTLE DRIVE LOCATED S. OF INTERSECTION,
INSIDE CITY OF HOUSTON WATER TANKS, 46 FT W. OF ROAD &
60 FT NE OF POWER TRANSFORMER IN KEYMAP 4912.
ELEVATION: 55.079 FEET NAVD 1988, 2001 ADJUSTED.

F.E.M.A. FLOOD ZONE STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 49201G1065 M, DATED JANUARY 6th 2017 AND HAVE
DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY
WITHIN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE THE
100-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "X SHADED" OR
AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN.
NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE
FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN
ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT
DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO
FLOODING UNDER SPECIFIC CONDITIONS.

GENERAL SURVEYORS NOTES:

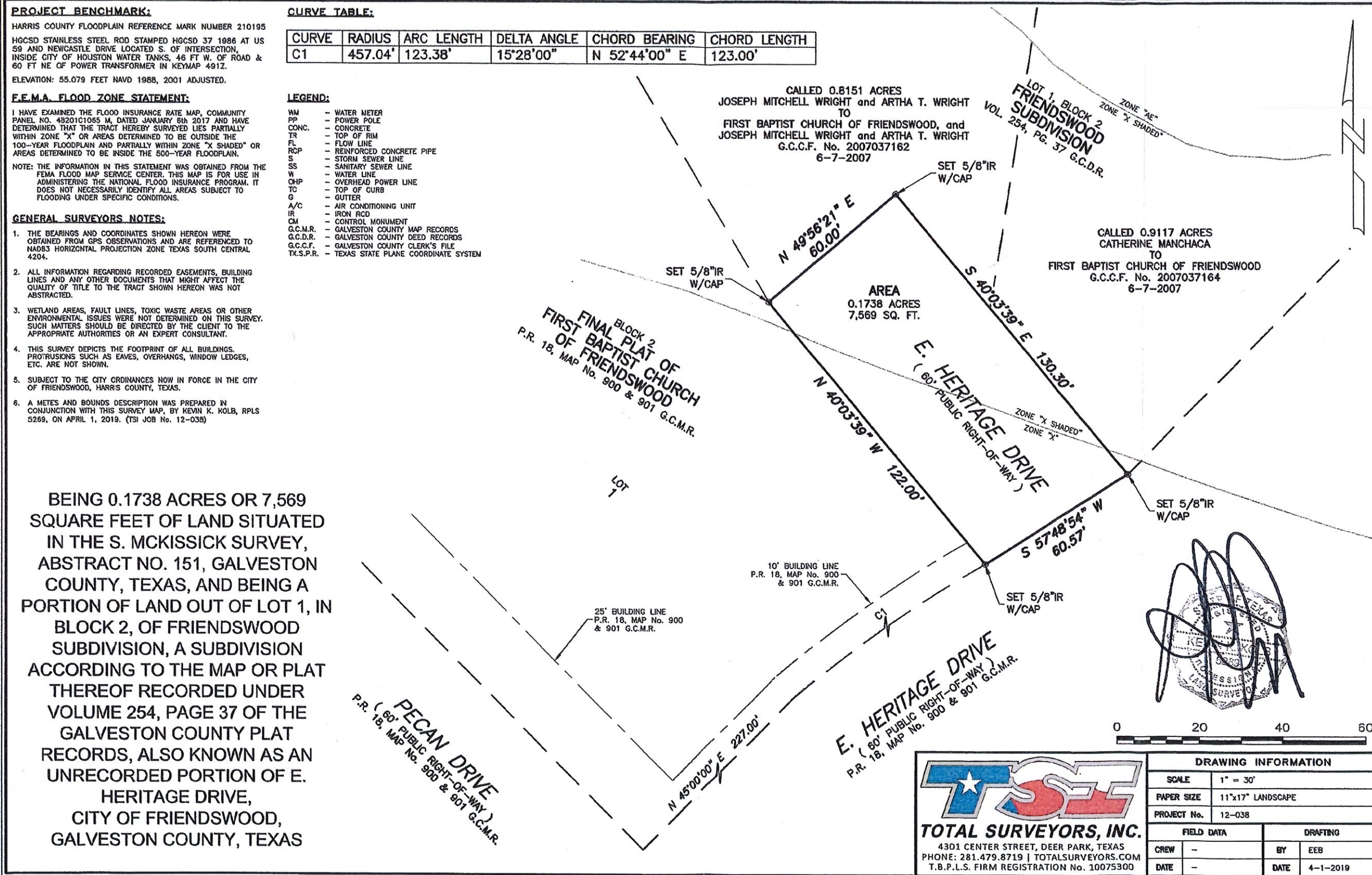
1. THE BEARINGS AND COORDINATES SHOWN HEREON WERE
OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO
NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL
4204.
2. ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING
LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE
QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT
ABSTRACTED.
3. WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER
ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY.
SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE
APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
4. THIS SURVEY DEPICTS THE FOOTPRINT OF ALL BUILDINGS,
PROTRUSIONS SUCH AS EAVES, OVERHANGS, WINDOW LEDGES,
ETC. ARE NOT SHOWN.
5. SUBJECT TO THE CITY ORDINANCES NOW IN FORCE IN THE CITY
OF FRIENDSWOOD, HARRIS COUNTY, TEXAS.
6. A METES AND BOUNDS DESCRIPTION WAS PREPARED IN
CONJUNCTION WITH THIS SURVEY MAP, BY KEVIN K. KOLB, RPLS
5269, ON APRIL 1, 2019. (TSI JOB No. 12-038)

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	457.04'	123.38'	15°28'00"	N 52°44'00" E	123.00'

LEGEND:

WM - WATER METER
PP - POWER POLE
CONC. - CONCRETE
TR - TOP OF RIM
FL - FLOW LINE
RCP - REINFORCED CONCRETE PIPE
S - STORM SEWER LINE
SS - SANITARY SEWER LINE
W - WATER LINE
OHP - OVERHEAD POWER LINE
TC - TOP OF CURB
G - GUTTER
A/C - AIR CONDITIONING UNIT
IR - IRON ROD
CM - CONTROL MONUMENT
G.C.M.R. - GALVESTON COUNTY MAP RECORDS
G.C.D.R. - GALVESTON COUNTY DEED RECORDS
G.C.C.F. - GALVESTON COUNTY CLERK'S FILE
TX.S.P.R. - TEXAS STATE PLANE COORDINATE SYSTEM



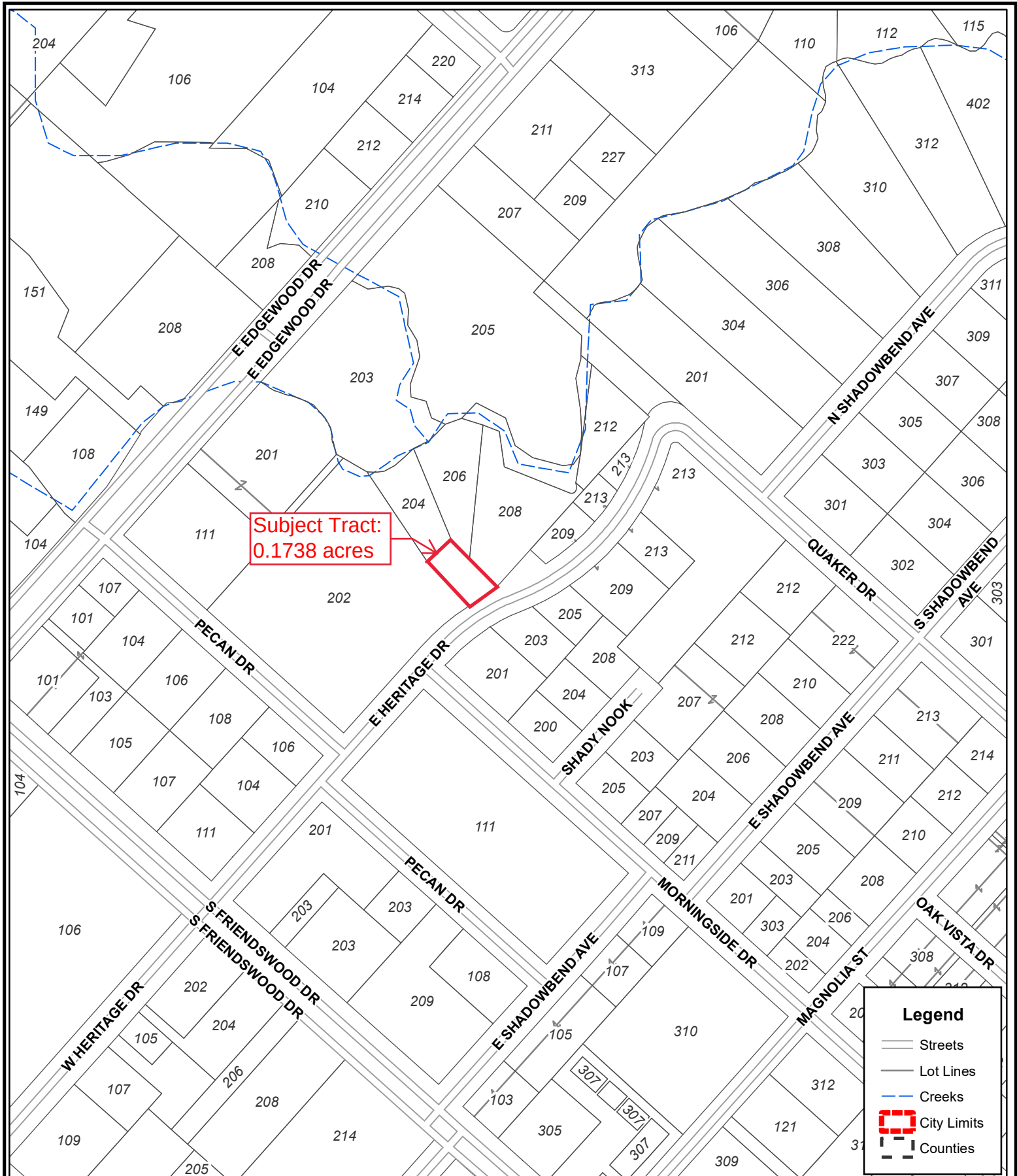


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 246'
 Page 16 of 289



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.

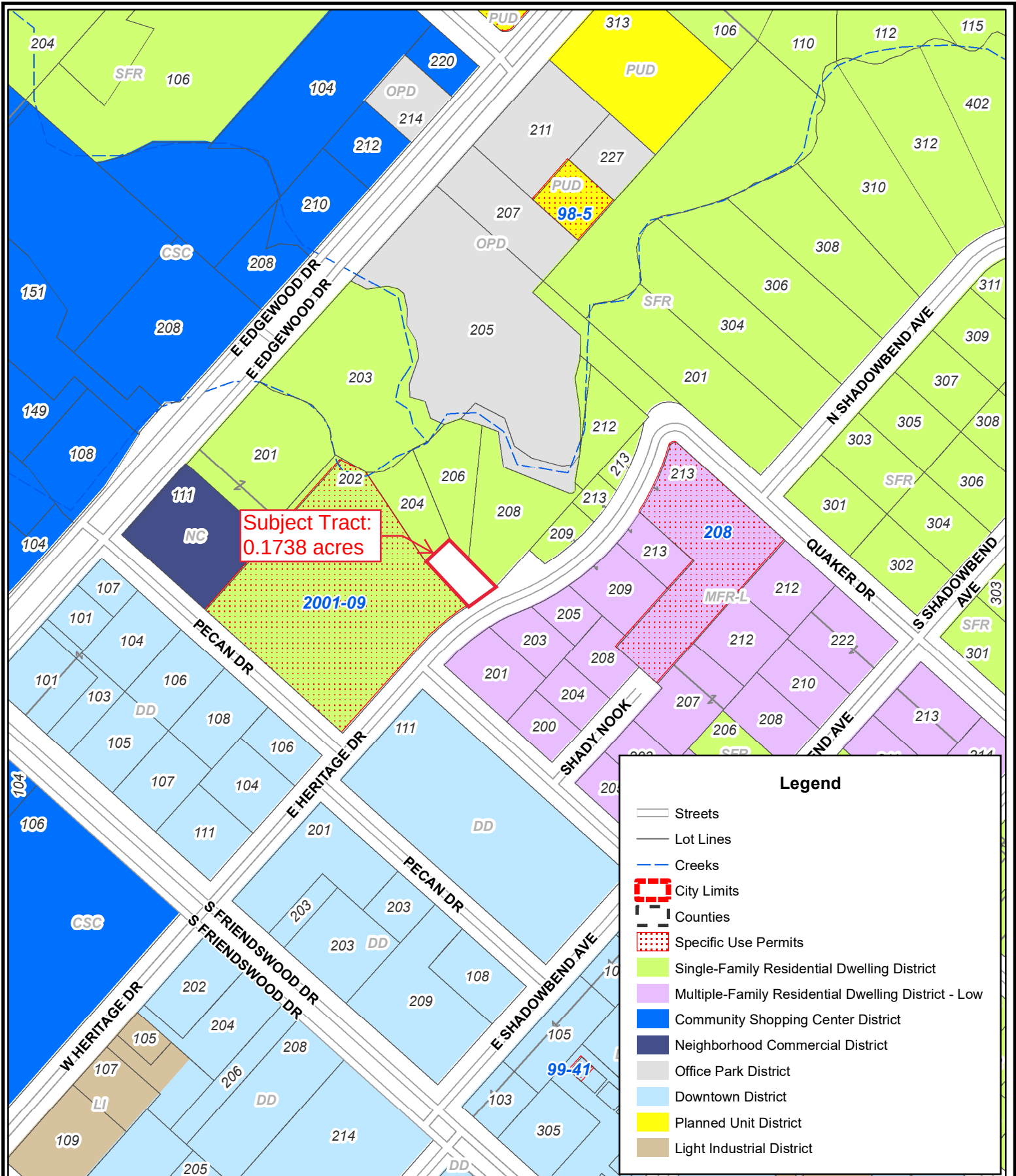


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1" = 246'
Page 18 of 289



February 5, 2020

Omar Peck
First Baptist Church Friendswood
111 E. Heritage Drive
Friendswood, Texas 77546

RE: "CONSENT TO ABANDON ROW" – Heritage Dr., Friendswood, TX

Mr. Peck,

AT&T offers "**NO OBJECTION**" to the abandonment of the 60' ROW, being 0.1738 acres or 7,569 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas and being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, according to the map or plat thereof recorded Volume 254, Page 37 of the Galveston County Plat Records and described in your acceptance letter dated February 3, 2020.

If you have any questions, please contact me by email at sm8285@att.com.

Sincerely,

Sonya Merrill

Sonya Merrill
Manager-Engineering
Right-of-Way



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

February 12, 2020

First Baptist Church of Friendswood
111 E. Heritage Dr.
Friendswood, Texas 77546

Re: Street Closure of E. Heritage Dr.
R/W File # 96967

Dear Mr. Leland Harris:

The City of Friendswood has been asked to close and abandon a portion of E. Heritage Dr.

CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned, as shown on Exhibit "A", hereto attached and made a part hereof. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street closure has not been completed. CenterPoint Energy respectfully requests that the City of Friendswood forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Yours truly,

CenterPoint Energy

A handwritten signature in blue ink that reads "Samantha Richards". The signature is written in a cursive, flowing style.

Samantha Richards, SR/WA
Sr. Right of Way Agent
Surveying & Right of Way
713-207-6362



City of Friendswood

Public Works Department

15355 Blackhawk Blvd.
Friendswood, Texas 77546-2801

July 11, 2019

First Baptist Church of Friendswood
111 E. Heritage
Friendswood, TX 77546

Re: "No Objection Letter" Request for proposed abandonment of portion of Right of Way

Dear First Baptist Church of Friendswood (or to whom it may concern),

As per your recent request, as routed to myself via the City of Friendswood's Community Development Department, please find this correspondence as confirmation that the City of Friendswood's Public Works Department has no objection to the proposed abandonment of the proposed portion of right of way (as identified on the attached provided survey exhibit), contingent upon the following:

- Corresponding acquisition of "No Objection Letter" from all required Franchise Utility Companies
- Corresponding acquisition of "No Objection Letter" from the Galveston County Consolidated Drainage District

In our current review of our records, and pertaining to only the City of Friendswood's utility infrastructure, we do not show any public utilities within the portion in question. If at a later time, it should be found differently through added field verification during possible construction, we will need to coordinate and address it at that time. If there should be any additional questions or concerns, please do not hesitate contacting myself or our office at (281) 996-3380.

Sincerely,

Rene' Ibarra, CFM
Director of Public Works
City of Friendswood

CC: Morad Kabiri, P.E., City Manager
Steven Rhea, CFM, Assistant City Manager
Aubrey Harbin, LEED AP, Director of Community Development/Planner
Brian Rouane, CFM, Building Official
Steve Vavrecka, Deputy Director of Public Works



February 12, 2020

Omar Peck
First Baptist Church Friendswood
111 E. Heritage Drive
Friendswood, Texas 77546

RE: "CONSENT TO ABANDON ROW" – Heritage Dr., Friendswood, TX

Mr. Peck,

Comcast Cable Corporation offers "**NO OBJECTION**" to the abandonment of the 60' ROW, being 0.1738 acres or 7,569 square feet of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas and being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, according to the map or plat thereof recorded Volume 254, Page 37 of the Galveston County Plat Records and described in your acceptance letter dated February 4, 2020.

Please feel free to contact me at 713-000 with any questions that you may have.

Sincerely,

Bill Leopard

Bill Leopard
(Type Name then print to sign)



Galveston County Consolidated Drainage District

February 04, 2020

Mr. Omar Peck
First Baptist Church of Friendswood
202 East Heritage Drive
Friendswood, TX 77546

RE: East Heritage Drive in Friendswood, TX

Dear Mr. Peck:

Galveston County Consolidated Drainage District (GCCDD) reviewed the plat of East Heritage Drive in Friendswood, TX described being 0.1738 acres of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being a portion of land out of Lot 1, Block 2, of Friendswood Subdivision recorded under volume 254, page 37 of the Galveston County Plat Records. Galveston County Consolidated Drainage District (GCCDD) does not hold any existing easements on the described property.

Please contact me should you have any questions at 281-482-0404.

Regards,

A handwritten signature in black ink that reads "Joseph Anderson". The signature is fluid and cursive, with the first name "Joseph" being more prominent than the last name "Anderson".

Joseph Anderson
GCCDD
Operations Manager



702 36th Street North
Texas City, TX 77590
(281) 996-0453, ext. 4257

January 30, 2019

Mr. Omar Peck
First Baptist Church of Friendswood
202 East Heritage Drive
Friendswood, TX 77546

RE: East Heritage Drive in Friendswood, TX

Dear Mr. Peck:

TNMP completed its review of the plat of East Heritage Drive in Friendswood, Texas, described being 0.1738 acres of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being a portion of land out of Lot 1, Block 2, of Friendswood Subdivision recorded under volume 254, page 37 of the Galveston County Plat Records. TNMP does not hold any existing easements on the described property.

Please contact me should you have any questions or require additional information at 281.996.0453, ext. 4257 or via email at sarah.jayasinghe@tnmp.com.

Best Regards,

Sarah Jayasinghe

Sarah Jayasinghe
TNMP
South Texas Engineering

Memo

To: Mayor and City Council
From: Joe Matranga, Planning & Zoning Commission Chairman
Date: March 27, 2020
Re: Request to vacate a portion of 60' right-of-way on E. Heritage Dr.



Being 0.1738 acres (7,569 SQ) of land situated in the S. McKissick Survey, Abstract 151, Galveston County, Texas, and being a portion of land out of Lot 1, in Block 2, of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County Plat Records, also known as an unrecorded portion of E. Heritage Drive, City of Friendswood, Galveston County, Texas

At the Planning and Zoning Commission meeting held March 26, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7-0 to approve the request to vacate a portion of 60-foot right-of-way on East Heritage Drive.

The right-of-way is currently unimproved, and due to the proximity to the creek, there is no potential for extension. The no objection letters received from all of the utility companies indicated no plans to extend any infrastructure into the subject property.

The right-of-way would have been needed at one time to ensure that each of the three (3) adjacent lots to the right-of-way had access to E. Heritage Drive. Now that all three (3) adjacent lots are owned by one entity, the right-of-way is no longer needed or desired by the owner.

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: April 6, 2020

Date submitted: 3/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Coronavirus Disease 2019 (COVID-19)

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As a result of the Coronavirus, staff has implemented the City's *Continuity of Operations* and *Pandemic Plans*:

- Monitoring the pandemic;
- Adjusting service models;
- Restricting access to certain public facilities (i.e. City Hall, the Library, the Senior Program, various parks, etc.);
- Disinfecting workspaces and vehicles;
- Ramping up communications, both internally and externally, of CDC advisories, and;
- Authorizing telecommuting options for non-essential staff.

A Public Health Event Declaration has been made in accordance with the *Pandemic Plan*.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Canceled Events

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Spring Sparkle
Library Week
Youth Fishing Derby-Postponed: TBD

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: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Texas Department of Transportation Traffic Signals

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As Council is aware, traffic signals along every Farm-to-Market road within Friendswood are owned and operated by the Texas Department of Transportation (TxDOT). Any modifications, or additions to the existing system, requires TxDOT's support and buy-in.

Over last few years, congestion has continued to grow in and around the intersection of FM 518 and FM 528. This phenomenon was even highlighted in the City-wide traffic study recently completed by Brown & Gay Engineering; which suggested access management measures, additional turn lanes, and possibly signal modifications.

Due to traffic at the intersection, more and more vehicles have opted to traverse E. Winding Way and Leisure Lane; folks wishing to avoid the light. Coupled with the recent commercial growth nearby, concerns have been raised for an intervention.

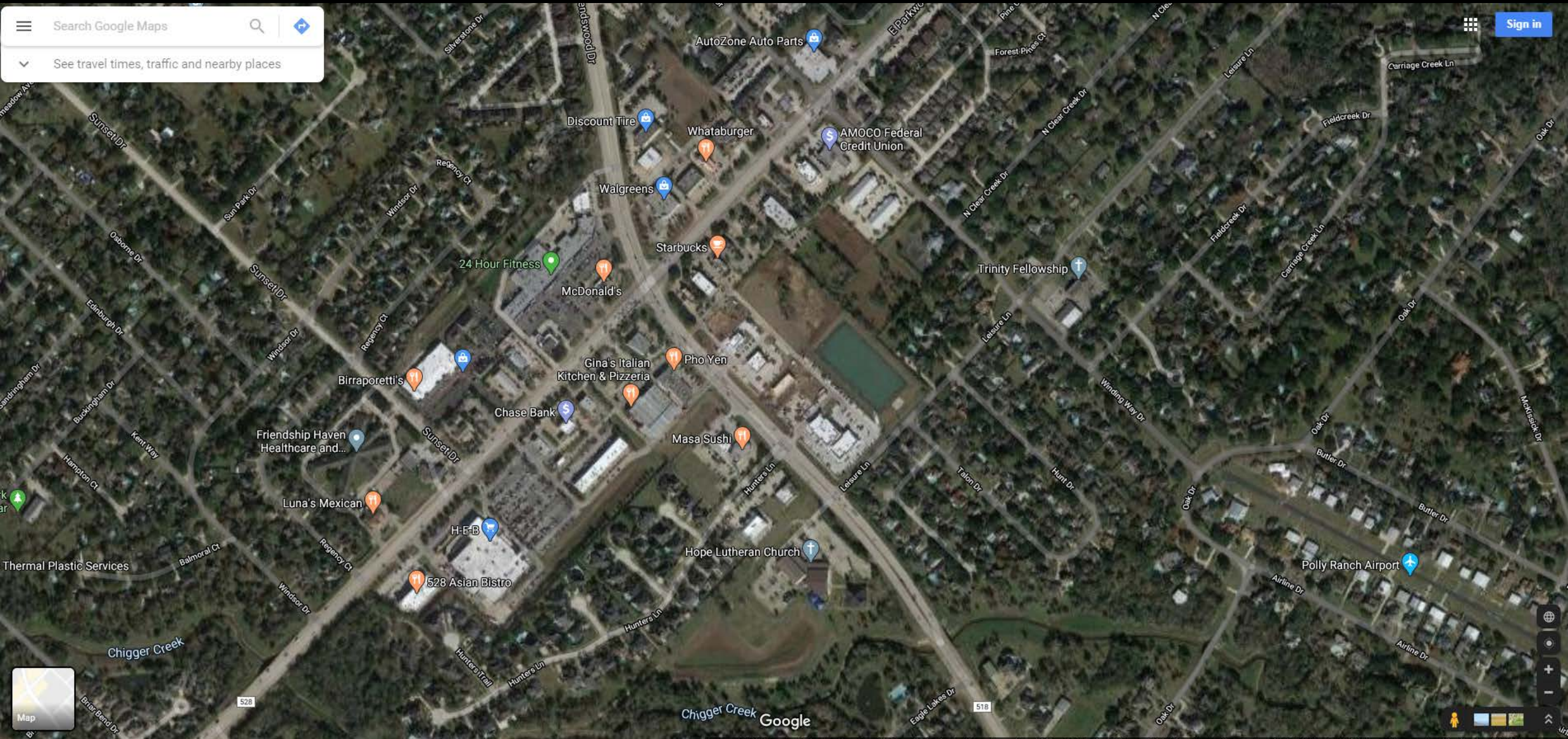
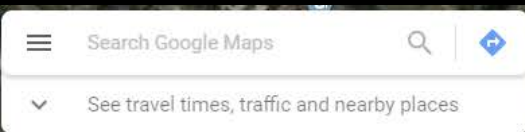
Staff is in communication with the head of TxDOT's Houston District office to expedite the installation of a traffic signal at FM 518 and Leisure Lane. An offer to financially partner with TxDOT on the signal has also been made.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Location Map



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: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Hurricane Harvey Update

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

- **HMGP Acquisition Grant** - Since last month, the City continues to close on the thirteen properties remaining in the program.
- **TWDB** -Staff recently received word that FEMA has obligated this project and awarded our grant application to acquire four Severe Repetitive Loss Properties along Clear and Cowards Creek. One of the four the four properties in the program has been closed on. Negotiations are reaching a conclusion on another. One property has been disqualified based upon repairs made.
- **CDBG-DR (Harris County)** - As reported last month, conditional approvals have been granted for both the Blackhawk Facility and the Forest Bend flood mitigation project. Staff is working toward the procurement of professional services for architectural, engineering, and environmental activities associated with these projects once Harris County Commissioners Court authorizes us to proceed.
- **CDBG-DR (Galveston County)** - Still awaiting GLO approval of our acquisition and flood mitigation project applications. Staff has solicited the assistance of State Senator Taylor and Representatives Bonnen and Paul.
- **FEMA Disaster Assistance** - Enlisted the assistance of both Congressman Weber's and Olson's office to finalize the Deepwood facility claim. Both offices responded quickly and had followed up with FEMA. Some progress had been made since last month. However, with the rise of COVID-19, staff anticipates delays to finalizing these efforts.

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: April 6, 2020

Date submitted: 3/20/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Safe City Designations

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Friendswood has ranked on two safest cities lists for Texas recently. First, the National Council for Home Safety and Security ranked Friendswood number 15 within Texas. Second, SafeWise ranked Friendswood number 24 in the state.

Both organizations used similar methodology to determine their rankings. They each use the most recent FBI crime report statistics (the most recent complete report available at the time of ranking) and population data. Rankings are also based on both violent and property crime numbers. The number of reported violent crimes (aggravated assault, murder, rape, and robbery) in each city and the number of reported property crimes (burglary, larceny-theft, and motor vehicle theft).

Please take a moment to recognize our Police Department as they continue to serve our community and make this city one of the safest in Texas.

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: April 6, 2020

Date submitted: 1/30/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual Report from Keep Friendswood Beautiful

Originating Department: Parks and Recreation

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Annual Report from Keep Friendswood Beautiful

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. KFB Report to Council

KEEP FRIENDSWOOD BEAUTIFUL

ANNUAL REPORT TO COUNCIL



Keep Friendswood Beautiful's Mission and purpose not only provide beautiful aesthetics to Friendswood but promote sustainability and good stewardship for our environment. With our ever increasingly digital world our work in parks, community events, educational workshops, and green initiatives reach all ages encourage unplugging, getting outside, and connecting with nature and each other. Children today spend less time outdoors than any other generation. To combat this, we have created and encourage "Green Time" programs. If we want children to protect nature and our community, they need to spend more time in it.

In addition, KFB has made it a priority to be active in partnering and supporting youth environmental initiatives. We have regular representation and reporting from our High School Recycle Club, Scouts representing their Scout Projects, and even support an 8 year old girl who wants to make the world a better place by piloting a recycle project at the youth softball fields.

NATASHA MCADOO
KFB BOARD CHAIR

PUBLIC RELATIONS AND OUTREACH

In 2019 KFB had face-to-face engagement with over 15,000 citizens through meaningful volunteer service, and educated over 3,900 youth and adults in Environmental Stewardship practices that promote caring and sustainment for Friendswood and our planet.

In addition to in-person engagements, we shared our message through newsletters, email, press pieces and social media. KFB's social media influence is ever increasing. In 2019, Facebook followers increased 25% in followers over 2018 and Instagram increased by 96%! KFB's posts reach total was 288,317 people!

Santa in the Park in 2019 was the most successful SIP to date based on ticket sales of \$17,000 and an estimated attendance of 8,000 people.



VOLUNTEERS

KFB's impact would not be possible without the volunteers and Board Members. The KFB Board is not only hands on, but they are leaders and experts in KFB's mission areas to keep our entire board and community up to date and informed. They do this by monthly updates in education and environmental initiatives locally and globally. KFB Board members include a: Recycling Industry Leader, Master Gardener, Master Naturalist, Artist, Certified Arborist, Landscape Architect, Professional High School and College Educators, local business owners, a Utility Director, an Attorney, a Realtor, Consultants, Fireman, and Artists. In addition, the KFB Board Members stay informed with continued education by attending KTB Webinars, training events, and conferences.

In 2019 KFB volunteers provided a grand total of 4,417 hours service hours to our city! The increase was nearly doubled over the previous year due to new projects and the implementation of a new tracking app to track volunteer hours more effectively. Based on calculations of general volunteer service and the Pro Bono Service of their respective professions, **KFB Volunteers cumulatively have provided a monetary value of their services totaling over \$400,000.00 to the City of Friendswood!** I can proudly say that is not even the best gift they have given to our city. The best thing is they truly care about Friendswood and our environment. When people care for the place they live, their work is fruitful, and it shows.



BEAUTIFICATION

In 2019 the KFB Pollinator Garden was opened. It is arranged with plaques and markers identifying different natives. The Garden is registered with the Million Pollinator Garden Challenge and training is offered on-site. Native pollinators have increased 500% with 40 new native species added.

At our Annual Tree Giveaway, we gave away over 200, 15-gallon trees disbursed for free with on-site education from a Certified Arborist to ensure sustainability. We capture future locations of the trees' new homes to create a map of impact. To measure environmental impact we use the National Arbor Association calculation. The trees add an overall benefit of \$150/year per average/household in energy savings and property value. In 20 years it offers a combined value of \$450,000.00!

Streetscaping- The Friendswood Drive (FM 518) median beautification project that took a big setback from Hurricane Harvey is currently moving ahead. TxDOT is rebuilding and adding new enhancements. One of the most distinguished enhancements will be brick lining. It will give our streets character and uniformity.

Annual \$2,000.00 Matching Grant encourages HOA's and businesses to amplify the aesthetic of our city via landscaping projects. Recipients are involved and collaboratively complete beautification projects.

KFB's Quarterly Business Beautification Awards instill pride and care for beautification efforts.



EDUCATION

KFB has worked in and with the community to provide education, create beautiful spaces, clean up dirty ones and foster green practices for our community and planet. We held workshops on Container Gardening and Gardening With Native Plants, and Interactive Training in our Pollinator Garden on National Planting Day. KFB's Mascot Figgy presents at preschools and youth events on recycling, litter, and beautification.

KFB hosts the annual "School's Out for Summer" City Concert with Parks and Recreation featuring Vocal Trash their messages on recycling is for all children of all ages.

The Friendswood High School Recycling Club (FHSRC) started 7yrs ago to make the school environmentally friendly. The club has expanded and collects recycling from 90 classrooms. The FHSRC reports to KFB at Board Meetings. KFB helps fund their cause with supplies and training.

KFB Binders have been created for educators and civic groups showcasing KFB's programs and Educational Tools.



LITTER PREVENTION AND CLEAN UPS

Through a survey we asked residents "Which Friendswood programs have the biggest impact on keeping Friendswood litter free?" Residents were allowed to select more than one item from the survey.

- 71%- KFB's Clean Up Events like Spring Sparkle and Fall Haul
- 40% - Friendswood's Education on litter prevention programs
- 39%- Highway Adopt-A-Spots - KFB performs regular clean ups along TxDOT roadways
- Popular write in responses included- Access to trash cans in public spaces, strong neighborhood associations

KFB Maintains an Adopt A Highway Spot in 2019:

- KFB completed quarterly clean ups and reported to Keep Texas Beautiful
- KFB collected 44 bags of trash and debris
- 37 volunteers participated



RECYCLING AND WASTE REDUCTION

KFB supports source reduction, recycling, and reusing to divert from landfill space by:

Sponsoring a Vocal Trash Concert featuring environmental performers using instruments made out of recycled objects - 2,300 in attendance

Hosting Annual Fall Haul and Spring Sparkle Events - Residents drop off appliances, furniture, wood, bricks, metal, plastic, electronics, and garage sale items for reuse or recycling

- 1172 cars came thru both events
- 150 tons of waste collected
- 15,926 lbs of electronic recycling
- 700lbs of textiles
- 42 totes were collected from shredding

Supporting the High School Recycle Club- Liaisons from the Recycle Club attend and report at KFB Board Meetings on a regular basis. Currently they are operating with about 30 members who collect recyclables from 90 rooms in the High School. Weekly they collect about 1,980 bottles. In addition, they collect markers, cans, and recently turned in 2,100 drink tabs from drinks to the Ronald McDonald House!

Simple Recycling Program- In Friendswood Simple Recycling collected, recycled, and diverted over 32,000lbs of textiles from landfills!



FIRENDSWOOD FAIRY TRAIL

The Friendswood Fairy Trail is planning a Grand Opening on June 5, 2020. The project has been fully funded through grants totalling \$7,500.00 from the HEB Green Bag Grant and HEB Community Grant Grand Awards.

The Fairy Trail is a no-cost outdoor nature based educational activity accessible to thousands of children! The Fairy Trail starts with a beautiful wood carved entry with a child size door to enter. The entry/starting point of the trail has nature and fairy images carved throughout and is made with beautiful cedar. It features a child sized (wheelchair accessible) door. Next to it there is a tiny fairy entrance as well. From there children have access to a map with an approximate location of the houses and legend with the name and background of each character featured. The Fairy and Troll Houses will be hidden throughout the shady walking trail in Friendswood's Stevenson Park. It is a whimsical treasure hunt to find them. The houses are hidden/built in trees or not so obvious places. Each of the houses has a door and when opened the children view the featured fairy or troll. Each of the fairies/trolls are diverse in looks and have jobs in the park such as: recycling, volunteerism, community, healthy eating, waste prevention, native plants and wildlife, litter prevention (the litter troll even reports offenders to DMWT) and care for our environment. The trail is one mile so it is perfect for little feet. We look forward to families, school groups, daycares, and clubs visiting the trail!



THANK YOU !

This report is just a handful of highlights of KFB Projects and initiatives. However, the KFB Board is only part of what keep KFB in motion. **We have THE BEST City Staff and support! James provides wonderful leadership for Parks and Rec and Kimberly keep us on-target, informed, and seamlessly coordinates all of our events and somehow makes them better than we had planned for!**

Lastly, thank you to our Mayor Mike Foreman and City Council Members, especially our KFB Liaison Trish Hanks and City Manager Morad Kabiri. We thank you ALL for your support, your leadership and the funding you entrust us with to invest back into the community to “Keep Friendswood Beautiful!”



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: April 6, 2020

Date submitted: 2/26/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Presentation of City Bonds by John Robuck with BOK Financial

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff is ready to proceed with the issuance of the Permanent Improvement Bonds totaling \$8 million that were approved by the voters in 2019. The bonds will fund round 1 of the 2019 general obligation bonds program which includes the following:

Drainage (\$6 million) - Flood Mitigation Project along Clear Creek

Facilities (\$2 million) - Public Works & Parks and Recreation Building on Blackhawk Blvd.

Bond issuance costs will also be funded with the bond proceeds.

In addition to this issuance, we have an opportunity to refinance the remaining portions of the Permanent Improvement Bonds, Series 2010A and Permanent Improvements Refunding Bonds, Series 2010B. The estimated interest costs savings (net of issuance costs) from refunding is approximately \$317,000, or about 8.9% in present value savings. The proposed General Obligation Refunding Bonds, Series 2020 would be \$2,970,000. We continue to support the Waterworks and Sewer System Bonds, Series 2010B portion of the debt with water and sewer system revenues.

John Robuck, BOK Financial, our financial advisor, will be in attendance to review and discuss this opportunity. In order to provide the most current data on the ever-changing bonds market, a copy of his presentation will be sent to Council separately from the meeting agenda packet at a later date before the Council meeting.

A tentative Schedule of Events is presented for your consideration and action.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the Permanent Improvement Bonds, Series 2020 will enable the City to continue construction on the projects listed above.

Issuance of the General Obligation Refunding Bonds, Series 2020 will enable us to save approximately \$317,000 on future debt service interest payments.

RECOMMENDATIONS

Staff recommends approval of the Tentative Schedule of Events

ATTACHMENTS

1. Tentative Schedule of Events



City of Friendswood, Texas

Tentative Schedule of Events

March - 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April - 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May - 2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June - 2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

\$9,620,000*

General Obligation and Refunding Bonds, Series 2020

<u>Date</u>	<u>Action</u>	<u>Role</u>
Tuesday, March 10 th	First Draft of Preliminary Official Statements ("POS")	BOKFS
Tuesday, March 24 th	Second Draft of POS	BOKFS, MPH, City
Monday, April 6th	Council Meeting to Review Schedule of Events and Plan of Finance	BOKFS, City
Thursday, April 9 th	Third Draft of POS	BOKFS, MPH, City
Week of April 13 th	Rating Agency Calls	BOKFS, City
Monday, April 20 th	Final Draft of POS	BOKFS, MPH, City, UW
Monday, April 27 th	Print and Distribute Final POS	BOKFS, UW
Monday, May 4th	Pricing of Series 2020 Bonds	BOKFS, MPH, City, UW
	Council Meeting to Approve Sale	
Thursday, June 4th	Closing of Series 2020 Bonds	BOKFS, MPH, City, UW

Participants

City – City of Friendswood, Texas
 BOKFS – BOK Financial Securities, Inc.
 MPH – McCall, Parkhurst & Horton L.L.P.
 UW - Underwriters

* Preliminary, subject to change.

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: April 6, 2020

Date submitted: 2/10/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the designation of the Local Rabies Control Authority and Director of Animal Control.

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The recent resignation of Lieutenant Matthew Wise prompts the need to designate a new Director of Animal Control and the City's designation of the Local Rabies Control Authority. Both roles will be assigned to Captain Douglas Lauersdorf.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Chapter 10 of the Friendswood Code of Ordinances outlines the duties of the Director of Animal Control and Chapter 826 of the Health and Safety Code outlines the municipalities' responsibilities in the designation of a local rabies control authority.

Sec. 10-7. - Duties of director.

Under authority of the city council, the director shall enforce any and all regulations of this chapter in any and all parts of the city as is necessary to control the animal population and protect the health and safety of the citizens of the city. In furtherance thereof, the director shall:

(1)Collect fees. Collect all fees set by the city council, as necessary, to recover the costs incurred in enforcing the requirements of this chapter. The director may further collect all unpaid cost, fees, or charges incurred by the animal while in violation of this chapter.

(2)Make inspections. Make all inspections required herein.

(3)Capture and impound. Capture and impound, or cause to be captured or impounded, in the manner authorized by law, all animals within the city, which are in violation of this chapter. The director may trap, capture, shoot, tranquilize, or use any other means or methods he deems necessary and prudent to perform the duties imposed herein. Any person who has control or possession of any animal, and who is in violation of this chapter shall, upon demand, turn over such animal to the director.

Local Rabies Control Authority

State Law reference— Rabies control, V.T.C.A., Health and Safety Code § 826.001 et seq.; municipality may establish local rabies control program, V.T.C.A., Health and Safety Code § 826.015; designation of local rabies control authority, V.T.C.A., Health and Safety Code § 826.017; disposition of domestic animals exposed to rabies, 25 Tex. Admin. Code § 169.30; report of potential human exposure to rabies,

25 Tex. Admin. Code § 169.25; quarantine method and testing, 25 Tex. Admin. Code § 169.27.

RECOMMENDATIONS

The only requirement of Mayor and Council is to ratify this decision and the Mayor's signature on a Texas State Department of Health Services form designating Captain Douglas Lauersdorf as the local rabies control authority.

ATTACHMENTS

1. DSHS form - Lauersdorf



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

5425 Polk St. • Houston, Texas 77023
1-800-270-3128 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

The **Mayor and City Council** for the **City of Friendswood**
(governing body) (city or county)

designates **Douglas Lauersdorf** of **the Friendswood Police Department** as the
person's name (print) (i.e. animal control, police, or sheriff's dept., etc)

Rabies Control Authority for the purpose of the **RABIES CONTROL ACT OF 1981.**

This appointment became effective: **April 6, 2020**
(date)

Authorizing person's name: **Mike Foreman, Mayor, City of Friendswood**
(print)

Authorizing person's Signature: _____
Circle One: **Mayor** (if municipality); County Judge (if county)

In reference to the person named as Rabies Control Authority, please indicate (print) their mailing address and telephone number.

The Rabies Control Authority for this community is:

Name: **Captain Douglas Lauersdorf**

Mailing Address: **Friendswood Police Department**

1600 Whitaker Drive

Friendswood, TX 77546

Telephone: **281-996-3370 (direct); 281-996-3300 (24 hr dispatch)**

Fax: **281-482-9318**

Email Address: **dlauersdorf@friendswood.com**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 2/10/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the designation of the City's Animal Shelter Advisory Committee Member.

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The recent retirement of Lieutenant Matthew Wise leaves a vacancy on the Animal Control Advisory Board Committee. Captain Douglas Lauersdorf will inherit responsibility of oversight and leadership of the Animal Control Unit. Therefore, Captain Douglas Lauersdorf is recommended to replace Lt. Wise on the Animal Control Advisory Board.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The purpose of the Animal Control Advisory Committee is to assist in complying with the requirements set forth in the Health and Safety Code. State law follows:

Sec. 823.005. ADVISORY COMMITTEE. (a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter. (b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. (c) The advisory committee shall meet at least three times a year.

Captain Lauersdorf's appointment to the committee will fulfill the requirement of a municipal official on the committee.

RECOMMENDATIONS

Approve the appointment of Captain Douglas Lauersdorf to the Animal Control Advisory Committee to replace Lt. Matthew Wise.

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: April 6, 2020

Date submitted: 2/20/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding appointments and reappointments to the following committees, boards and commissions:

Keep Friendswood Beautiful – Appoint Stephanie Reddick as an alternate member to a three-year term expiring November 2022.

Originating Department: City Secretary

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Mayor Foreman endorses the following appointments as recommended by:

Council Liaison Trish Hanks: **Keep Friendswood Beautiful** – Appoint Stephanie Reddick as an alternate member to a three-year term expiring November 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

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

ATTACHMENTS

1. reddick, stephanie



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Stephanie Reddick HOME PHONE: _____
HOME ADDRESS: 335 Northcliff Ridge Ln WORK PHONE: _____
EMAIL ADDRESS: steph.reddick@gmail.com CELL PHONE: 520-250-5036
OCCUPATION: Radiologist

SPECIAL INTERESTS AND TALENTS: Interested in gardening and beautification

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

Having recently moved back to Galveston County after 17 years in Tucson, Arizona, I am rediscovering my love of gardening. Keep Friendswood Beautiful is doing wonderful things in our

community, and I would love to help with their mission.

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

DATE OF BIRTH: 10/01/1973

SEX: F

FRIENDSWOOD RESIDENT FOR 1 YEARS

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

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

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

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

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



Signature of Applicant

08/28/2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Beth Stanfield
ADDRESS: 807 S Friendswood Dr
PHONE: 281-948-9784

NAME: Shannon Stanford
ADDRESS: 2425 Pebble Lodge Ln
PHONE: 832-859-1988

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: April 6, 2020

Date submitted: 3/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding an interlocal agreement with the Harris County Flood Control District for the the operation and maintenance of a weather station located at 1600 Whitaker and other weather related devices agreed on by both parties located in Galveston County.

Originating Department: Fire Marshal

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The current weather station located at the Friendswood Public Safety Building was installed with grant funds in late 2009. The City wishes to partner with the Harris County Flood Control District (HCFCD) to install and maintain a new weather station that will be owned by the City and that will be able to provide measures of rainfall amounts, wind direction and speed, air temperature, barometric pressure, and humidity. This new station will be tied to the Harris County Flood Warning System, www.harriscountyfws.org.

Harris County Commissioners Court approved HCFCD to negotiate an interlocal agreement with the City on March 10, 2020.

The one time new station expenditure and ongoing maintenance costs are budgeted for FY 2020.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This interlocal agreement is needed with this weather station being located within Galveston County.

RECOMMENDATIONS

Recommendation is for Council to approve entering into an interlocal agreement with HCFCD for the installation of a weather station and authorize the Mayor to sign .

ATTACHMENTS

1. 031020 AGENDA ATN CO FRIENDSWOOD 2020-204
2. 2020 HCFCD Interlocal Agreement

COURT LETTER SUBMITTAL

AUTHORIZATION TO NEGOTIATE AN INTERLOCAL AGREEMENT

Consultant: City of Friendswood

Description: for the installation and maintenance of gage stations to gather, disseminate and relay stream elevation and rainfall data through the District's Flood Warning System

BOND PROGRAM MAP ID N/A

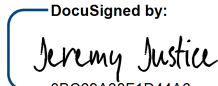
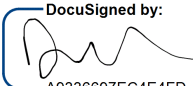
HCFCF Project ID: N/A **AGREEMENT NO. 2020-204**

Amount of Proposed Contract: N/A

Precinct: N/A

Projected Court Date: 03-10-2020

APPROVED:

DocuSigned by:  0BC69A38F1D44A6	2/24/2020
_____ Jeremy Justice	_____ Date
DocuSigned by:  A9336697EC4E4FD...	2/24/2020
_____ Jeff Lindner	_____ Date
DocuSigned by:  C2B8129E8CC54EB...	2/24/2020
_____ Matt Zeve	_____ Date

Copied to:
Myron Jones
Jeremy Ratcliff
Matt Lopez
Will Sherman

FORWARD TO Y. MARTINEZ FOR PLACEMENT ON COMMISSIONERS COURT AGENDA

031020 AGENDA ATN CO FRIENDSWOOD 2020-204.docx

**INTERLOCAL AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF GAGE STATIONS
BETWEEN THE CITY OF FRIENDSWOOD AND
THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

This interlocal agreement ("Agreement") is made and entered into between **City of Friendswood**, a home-rule municipal corporation located in Galveston and Harris Counties, Texas ("City"), and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas ("HCFCD").

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, the natural resources and functions of rivers, streams, bayous and channels help maintain the integrity of natural and manmade systems and provide multiple benefits such as the conveyance and storage of flood waters, recreation, the improvement of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS, the periodic flows from rainwater have the potential to cause extensive damage to property and loss of life; and

WHEREAS, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

WHEREAS, the City desires that HCFCD install and maintain one (1) gage station that will be owned by the City that measures rainfall amounts, wind direction and speed, air temperature, barometric pressure, and humidity; and

WHEREAS, the one (1) gage station will transmit it's data to HCFCD's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, the City may request additional gage stations, including those that measure water levels in channels, to be installed and maintained at any time during this Agreement by submitting a written request to HCFCD; and

WHEREAS, the HCFCD has determined that maintaining the City owned gage stations would increase the efficiency and effectiveness of a HCFCD purpose, and benefit the citizens of Harris County and within the jurisdiction of the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the City and HCFCD hereby agree as follows:

I. Gage Stations

HCFCFCD owns and maintains five (5) gage stations installed by HCFCFCD under their authority within the jurisdictional boundaries of the City. The parties have agreed upon the terms, provided below, whereby HCFCFCD will install an additional one (1) gage station, and will then maintain the newly installed one (1) gage station.

During the term of this Agreement, the parties may, but shall not be obligated to, by an exchange of letters between the City and the HCFCFCD, agree to the installation and maintenance of additional gage stations, including those that measure water levels in channels, subject to the encumbrance and payment of additional funds.

II. HCFCFCD Responsibilities

HCFCFCD will:

- A. Conduct an initial inspection and assessment of each installation site within sixty (60) days of the Effective Date of this Agreement, and provide the City a brief report of the condition of each new gage location.
- B. Install one (1) new gage station at locations as jointly agreed to by the parties. HCFCFCD may install additional gage stations, including those that measure water levels in channels, upon request by the City during the term of this Agreement for additional consideration, as agreed to by the parties and as provided herein.
- C. Provide preventative maintenance labor to the one (1) gage station on a bi-annual schedule (such maintenance to occur approximately six months apart). Preventative maintenance on transmitters, rain gage tipping buckets, water level devices, and solar panels will be to HCFCFCD standards. Additionally, recommendations will be provided for future site and system wide upgrades.
- D. Add the sites to their publically available Flood Warning System (FWS) website once the gage stations are operational. Data provided by these gages will remain on the FWS website until such time this Agreement is terminated.
- E. Provide the City with a written summary report of the work performed within two (2) work weeks of completing a maintenance cycle, including items such as problems noted and fixed equipment settings, and calibrations from the preventative maintenance performed.
- F. Review the City gage station data to verify timely and accurate data flow and determine any potential sensor concerns.
- G. Troubleshoot and provide repair as needed between preventative maintenance upon validation of equipment failure or other problem at the gage stations as weather and site conditions safely permit. HCFCFCD has forty-eight (48) hours to acknowledge the

problem or equipment failure and determine how to correct it. HCFCD will alert the City of the problem, the anticipated course of action for correction, and when the gage station is successfully repaired.

- H. Maintain an accurate survey of gage station site elevations using determined benchmark elevations.
- I. Perform these same services for each additional gage station installed by HCFCD at the City's request, if any.
- J. Not incur any financial commitment under this Agreement.

III. The City's Responsibilities

The City will:

- A. Maintain an inventory of replacement parts for the gage stations at the City and be prepared to provide HCFCD access to the inventory within a forty-eight (48) hour notice. The City will provide an inventory status report of the replacement parts to HCFCD quarterly. Should HCFCD require a part that is not within the City inventory to repair a gage station, the City will purchase the required part and provide to HCFCD for installation, within fourteen (14) days of notice by HCFCD of the needed part, unless the part is back-ordered.
- B. Pay HCFCD no more than Ten Thousand and No/100 Dollars (\$10,000.00) within thirty (30) days of the Effective Date of this Agreement as consideration for HCFCD's effort to install one (1) gage station.
- C. Pay HCFCD an annual maintenance fee within thirty (30) days of each anniversary of the Effective Date of this Agreement for each City gage station that will be maintained by HCFCD that year at a cost of Seven Hundred Dollars and No/100 (\$700.00) per gage station on the first anniversary, but which cost may be adjusted yearly thereafter at the discretion of HCFCD to reflect increased expenses.
- D. Pay additional installation fees and maintenance fees as agreed upon by the parties within two (2) weeks of each newly requested gage station being installed to cover all HCFCD expenses not covered by the prepaid annual maintenance fee.
- E. The City will remit all payments to:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attn: Financial Manager

- F. Retain full ownership of the gage station and provide any necessary replacement parts for lost, damaged, or destroyed gages.
- G. Provide HCFCD access to perform required work and maintenance.
- H. Keep gage sites mowed, free of debris to support proper gage function, and accessible for HCFCD.

IV. Term of Agreement

This Agreement shall be for a period of one year beginning on the Effective Date. Thereafter, this Agreement shall automatically renew annually for a period of ten years unless terminated as provided herein.

This Agreement may be terminated by either party, without cause, by sending thirty (30) days' advance written notice to the other party. Within sixty (60) days of termination by either party, HCFCD shall return the City's funds provided under this Agreement, if any, less costs incurred by HCFCD for services performed prior to the effective date of such termination.

V. Notice

Any notice required to be given by one party to another must be given in writing addressed to the party by: (a) delivering the notice in person; (b) depositing the notice in the U.S. Mail, certified or registered, return receipt requested, postage prepaid; (c) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (d) sending the notice by telefax with confirming copy sent by mail. Notice is deemed effective when received by the party to be notified. Any address for notice may be changed by written notice as provided herein. Notice shall be given to the parties at the following addresses:

For the City: City of Friendswood
 1600 Whitaker Drive
 Friendswood, TX 77546
 Attn: Fire Marshal / Emergency Management Coordinator

For HCFCD: Harris County Flood Control District
 9900 Northwest Freeway
 Houston, Texas 77092
 Attn: Executive Director

VI. Miscellaneous

- A. It is expressly understood and agreed by the parties to this Agreement that no party shall be held liable for the actions of another party to this Agreement while in any manner furnishing services hereunder. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party.

- B. In the event the HCFCD fails or refuses to perform any of its obligations herein, the City's sole remedy shall be to terminate this Agreement.
- C. Each party to this Agreement shall be solely responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs, arising from that party's negligence in the performance of this Agreement in accordance with applicable law.
- D. This Agreement shall be construed under and in accord with the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement will be held in Harris County.
- E. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
- F. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
- G. This Agreement may be amended only by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the last date written below (Effective Date).

Date: _____

APPROVED AS TO FORM:

HARRIS COUNTY FLOOD CONTROL
DISTRICT

VINCE RYAN
Harris County Attorney

By _____
MITZI TURNER
Assistant County Attorney

By _____
Linda Hidalgo, County Judge

APPROVED AS TO FORM:

CITY OF FRIENDSWOOD

By _____
MARY K. FISCHER, City Attorney

By _____
MORAD KABIRI, City Manager

ATTEST:

Melinda Welsh, City Secretary

Title

Date

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

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

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

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

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 FOR INSTALLATION OF GAGE STATIONS
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND THE CITY OF FRIENDSWOOD**

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

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	○	○	○
NAYS:	Comm. Rodney Ellis	○	○	○
ABSTENTIONS:	Comm. Adrian Garcia	○	○	○
	Comm. Steve Radack	○	○	○
	Comm. R. Jack Cagle	○	○	○

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

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, the natural resources and functions of rivers, streams, bayous and channels help maintain the integrity of natural and manmade systems and provide multiple benefits such as the conveyance and storage of flood waters, recreation, the improvement of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

WHEREAS, the City desires that HCFCD install one (1) additional gage stations and maintain a total of one (1) gage stations that will be owned by the City that measures rainfall amounts, wind direction and speed, air temperature, barometric pressure, and humidity; and

WHEREAS, the one (1) gage stations will transmit their data to the HCFCD's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, the City may request additional gages, including those that measure water levels in channels, to be installed and maintained at any time by submitting a written request to HCFCD; and

WHEREAS, the HCFCD has determined that maintaining the City's owned one (1) gage station would increase the efficiency and effectiveness of a HCFCD purpose, and benefit the citizens of Harris County and within the jurisdiction of the City of Friendswood.

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

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

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and between the Harris County Flood Control District and City of Friendswood, for the installation of one (1) gage station to gather, disseminate and relay stream elevation, rainfall data, wind data, and air data, through the Harris County Flood Control District's Flood Warning System, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: The Executive Director of the Harris County Flood Control District or his designee is hereby authorized to perform any and all necessary acts within the scope of the terms and conditions of the Agreement to accomplish the purpose of this order.

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: April 6, 2020

Date submitted: 3/10/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding an agreement between the City of Friendswood and Harris County for the Forest Bend Detention Pond Project.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Harris County will be receiving \$1.115 billion in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the U.S. Department of Housing and Urban Development (HUD). The Method of Distribution (MOD) by Harris County allocated \$4,405,330 (Infrastructure, non-housing) to the City of Friendswood. On October 1, 2018, a Public Hearing was conducted to discuss projects within Harris County.

Two project applications were submitted for (1) Establishing an emergency shelter at the future Public Works Facility on Blackhawk; (2) Further widening the current Forest Bend Detention Pond.

The Forest Bend Detention Pond Project for \$3,426,022 has been awarded and approved by Harris County.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City of Friendswood received substantial impact from Hurricane Harvey. This identified project will reduce the future impacts to the City from natural disasters.

RECOMMENDATIONS

It is recommended that Council authorize the Mayor to sign the contract with Harris County related to the implementation of the Forest Bend Retention project.

ATTACHMENTS

1. Forest Bend Detention Pond Agreement with Harris County - MK comments
2. DR- 2017 Floods_CDBG-DR_Agreement Draft with comments (FriendswoodForest Bend)

major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*);

WHEREAS, Harris County, a body politic and corporate under the laws of the State of Texas, herein called the (“Grantee”) and the **City of Friendswood** (“Subrecipient”) desire to enter into this Subrecipient “Agreement” whereby the Grantee will grant CDBG-DR funds to the Subrecipient for the purpose of **Forest Bend Detention Pond Project**, which is an eligible activity under the rules and regulations regarding CDBG-DR Program Grant Funds;

WHEREAS, the Subrecipient has submitted an application to the Grantee for CDBG-Disaster Recovery funding to implement the above-described Project and shall perform the activities in a manner satisfactory to the Grantee;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-DR funds by committing **\$3,426,022.00** of the Grantee’s Federal award, pursuant to this Subrecipient “Agreement” to meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208, which is conducting planning studies and activities to aid in Harris County resiliency as part of the recovery from Hurricane Harvey;

WHEREAS, the Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference to Harris County Community Services Department (HCCSD) for the support provided; and (only if no)

WHEREAS, notwithstanding any provision of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, that such a commitment of funds or approval may only occur upon **approval of the Amendments between GLO and Harris County Community Services Department**, satisfactory completion of environmental review and receipt by the Grantee Department of the authority to use grant funds from the U. S. Department of Housing and Urban Development under 24 C.F.R. §58. Except for administrative and management activities, which fall under the exempt activities category pursuant to 24 C.F.R. §58.34(3), the provision of any funds to the Project is conditioned on the Grantee’s determination to proceed, modify, or cancel the Project based on the subsequent results of the environmental review.

NOW, THEREFORE, in consideration of the need for Recovery from Hurricane Harvey and the premises and described herein, the Parties mutually agree to the terms described in this Agreement:

II. SCOPE OF SERVICES

A. Eligible Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of Title 1 of the Housing and Community Development Act of 1974 and all regulations issued there under.

B. Project Requirements

Grantee Sponsor shall ensure that the construction commences within thirty (30) days of the Notice to Proceed.

Construction Schedule – The Subrecipient shall furnish or cause to furnish the Grantee with a copy of the detailed Construction Schedule within seven (7) days of the Notice to Proceed. The schedule shall be a bar type schedule and shall be of sufficient detail to show construction sequence, proposed start dates and estimated completion dates for major parts of the construction work.

Completion of Work – The Subrecipient shall ensure that, except in cases of force majeure, the construction of the Project shall be completed on or before the expiration of eighteen (18) months following the Construction Start Date.

6. Schedule of Values, Payments to Contractor and Change Orders

Schedule of Values – The Subrecipient shall furnish or cause to furnish the Grantee with the Schedule of Values for the Project for review prior to the first partial payment.

Payments to Contractor – The Subrecipient shall ensure that requests for payment are based on the percentage of work completed, as detailed in the Schedule of Values and certified by the Subrecipient's representative. The Subrecipient, through its representative, shall ensure that the work performed by the selected contractor shall be subject to retainage provisions of Section 2252.032 "RETAINAGE" of the Texas Government Code, as it may be amended from time to time.

Upon completion of the Project, and acceptance as such by the Subrecipient and Grantee, final payment shall be made to the contractor releasing retainage. All pay requests and release of retainage shall be verified and signed by Harris County Engineering Department (HCED).

Change Orders – The Subrecipient shall ensure (1) that the cumulative increase in the construction contract shall not exceed twenty-five (25) percent of the original construction contract for contracts awarded at \$1 million or more, and (2) if a change order for a contract with an original contract amount below \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than twenty-five (25) percent pursuant to Section 271.060 of the Texas Government Code, as subsequently amended. The Subrecipient shall approve in writing and submit to the Grantee for review and approval any change orders to the original construction contract, which shall be appropriately reflected in the Schedule of Values and subsequent pay requests. The Grantee reserves the right to approve any change orders. Any extension of time given shall not release the contractor or the surety from their Performance and Payment Bonds or from any obligations hereunder, which shall remain in full force and effect until the discharge of the contractor. All change orders shall be verified and signed by HCED.

7. Inspections

General office (610)
Land - incomplete?

Services of the Grantee Sponsor shall start immediately upon Harris County Commissioner's Court approval of this Agreement and shall terminate when the Project is completed, but no later than the grant termination date stated in the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program Infrastructure Project Contract with the Texas following the commencement of construction as specified in Section I (D)(5) of this Order. This Agreement may only be extended upon written request to and approval from the Executive Director of HCCSD or his designee. In addition, the requirements of this Order shall extend for five (5) years after the funds provided for this Project under this Order are fully spent in accordance with 24 C.F.R. §570.505 and with applicable OMB circulars, or after the Project is completed as specified above

IV. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform the Project activities within the monetary limits contained in **Exhibit B**, Budget. The Subrecipient understands that the budget is based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and that any changes to the summary budget, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to Grantee for review and approval.

B. Requesting a Budget Revision

Any proposed reallocation of funds among various existing budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit B**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Executive Director of HCCSD, or his designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of HCCSD management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee. The Grantee reserves the right to reallocate funds among approved budget line items in order to facilitate implementation of the approved Project scope.

C. Maximum Amount to be Paid

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement." The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

D. Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD or GLO grant funds. Should any expenditure of grant funds be found ineligible by Grantee, the Subrecipient will cause such funds to be returned to Grantee from other sources.

The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the Grantee service areas, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdowns for the payment of eligible expenses and general administration shall be made against the line item budget attached hereto as **Exhibit B** and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the tenth (20th) working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later

12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate for future awards; (2) withholding funds; and (3) termination of this Agreement.

B. Security

For any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds, the Subrecipient shall execute a "Deed of Trust to Secure Performance, attached in **Exhibit H**, in favor of the Grantee. The executed Deed of Trust to Secure Performance shall extend the terms of this Agreement until five (5) years after the date the Project is completed pursuant to Section III of this Agreement, or for such longer period of time as determined by the Grantee. The Subrecipient's failure or refusal to execute the Deed of Trust to Secure Performance may result in the termination of this Agreement.

C. Independent Contractor

The Subrecipient shall operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondent superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal right to control the details of the tasks performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-Subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

D. Indemnity

TO THE EXTENT ALLOWED BY LAW,
THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND

TO THE
EXTENT
ALLOWED
BY LAW

SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.

E. Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

F. Insurance and Bonding

1. Public Liability Insurance

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

- a DBRA compliance documents shall be submitted during the course of project construction pursuant to the deadlines set in the bid specifications and **Exhibit C**
- b Annual compliance reports are due within one month after the end of the reporting period, which commences following completion of work as specified in Section III of this Agreement

7. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

8. Failure to Meet Record-Keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

✓ LOCAL The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T CODE §262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure property and services in accordance with the requirements of 2 C.F.R. 200.326 and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property. ✓

2. Use of Real Property

Pursuant to 24 C.F.R. §570.505, any real or personal property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must either be:

- (a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R.

**AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF FRIENDSWOOD FOR
THE FOREST BEND DETENTION POND PROJECT**

I. RECITALS

THIS AGREEMENT, is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein called the “Grantee,” and the City of Friendswood, a body politic and corporate under the laws of Texas, herein called, the “Subrecipient.”

WHEREAS, on August 25, 2017, Harris County, Texas sustained significant damage when Hurricane Harvey made landfall as a Category 4 hurricane and over the next four days dropped as much as 60 inches of rain along the Gulf Coast, including Harris County, which resulted in a Presidentially Declared Disaster;

WHEREAS, the United States Department of Housing and Urban Development (HUD) has allocated \$5.024 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Texas in response to Hurricane Harvey, DR-4332, through the publication of the Federal Register, Vol. 83, No. 28, on Friday, February 9, 2018; and an additional \$652,175,000 through the publication of the Federal Register, Vol. 83, No. 157, on Tuesday, August 14, 2018;

WHEREAS, in the State of Texas “Action Plan” submitted to U.S. HUD on May 8, 2018 by the Texas General Land Office (GLO), the State made a direct allocation of \$1,234,813,590 (amended on June 13, 2019) in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to Harris County;

WHEREAS, the GLO on May 9, 2018 notified Harris County to complete a Supplemental Action Plan, for Hurricane Harvey Round 1 CDBG-DR funding, which will be amended as needed, into the State’s Action Plan; all amendments are incorporated by reference to this Agreement;

WHEREAS, in accordance with GLO requirements, on July 10, 2018 the Harris County Commissioners Court approved the Harris County Supplemental Action Plan and resolved to submit the plan to the GLO;

WHEREAS, on October 23, 2018 the Harris County Commissioners Court approved the Harris County Method of Distribution (MOD) and GLO has approved the MOD;

WHEREAS, all of the Infrastructure Project Applications for the 2017 Hurricane Harvey Texas Community Development Block Grant Disaster Recovery Round Funding was approved on Commissioners Court and submitted to the Texas General Land Office;

WHEREAS, the GLO, and Harris County DUNS No. 072206378 (each a “Party” and collectively “the Parties,”) entered into a “Subrecipient Agreement” (the “Contract”) on January 29, 2019, and possible subsequent Amendments, which are incorporated by Reference, under the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program to provide financial assistance with funds appropriated under the Continuing Appropriations Act 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in the areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared

major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*);

WHEREAS, Harris County, a body politic and corporate under the laws of the State of Texas, herein called the (“Grantee”) and the **City of Friendswood** (“Subrecipient”) desire to enter into this Subrecipient “Agreement” whereby the Grantee will grant CDBG-DR funds to the Subrecipient for the purpose of **Forest Bend Detention Pond Project**, which is an eligible activity under the rules and regulations regarding CDBG-DR Program Grant Funds;

WHEREAS, the Subrecipient has submitted an application to the Grantee for CDBG-Disaster Recovery funding to implement the above-described Project and shall perform the activities in a manner satisfactory to the Grantee;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-DR funds by committing **\$3,426,022.00** of the Grantee’s Federal award, pursuant to this Subrecipient “Agreement” to meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208, which is conducting planning studies and activities to aid in Harris County resiliency as part of the recovery from Hurricane Harvey;

WHEREAS, the Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference to Harris County Community Services Department (HCCSD) for the support provided; and (only if no)

WHEREAS, notwithstanding any provision of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, that such a commitment of funds or approval may only occur upon **approval of the Amendments between GLO and Harris County Community Services Department**, satisfactory completion of environmental review and receipt by the Grantee Department of the authority to use grant funds from the U. S. Department of Housing and Urban Development under 24 C.F.R. §58. Except for administrative and management activities, which fall under the exempt activities category pursuant to 24 C.F.R. §58.34(3), the provision of any funds to the Project is conditioned on the Grantee’s determination to proceed, modify, or cancel the Project based on the subsequent results of the environmental review.

NOW, THEREFORE, in consideration of the need for Recovery from Hurricane Harvey and the premises and described herein, the Parties mutually agree to the terms described in this Agreement:

II. SCOPE OF SERVICES

A. Eligible Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of Title 1 of the Housing and Community Development Act of 1974 and all regulations issued there under.

B. Project Requirements

The Subrecipient shall be responsible for administering the **Forest Bend Detention Pond Project** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Project. The Subrecipient qualifies for the receipt and expenditure of such funding because at least 51% of the persons residing in the service area are of low and moderate income that meet one of the criteria for National Objectives set out in 24 C.F.R. § 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low and moderate income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

C. Performance Monitoring

The Subrecipient shall be cooperative with Program and financial monitoring visits and/or investigations performed by the Grantee staff, the Harris County Auditor's staff, (HUD), and/or the Office of Inspector General (OIG). Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance and breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of this Agreement, pursuant to 2 C.F.R. §200.338. Furthermore, the Subrecipient agrees to be cooperative with monitoring and/or investigations performed by HUD and to comply its findings.

D. General Administration

1. Drawings, Plans, Bid Specifications & Construction Documents

Within six (6) to eight (8) months after the date the Agreement is executed, the Subrecipient, through its representative selected pursuant to Federal procurement regulations set out in 2 C.F.R. §200.318, and to Grantee policy and procurement guidelines, shall prepare and submit all final drawings, plans, cost estimates, and specifications and construction documentation for the Project. The Subrecipient shall be responsible for incorporating into bid specifications any and all HUD and any and all HCCSD requirements, including the "Harris County Community Services Department Subrecipient Construction Policies and Guidelines," attached

as **Exhibit C**.

The Subrecipient shall ensure that the specifications require the contractor to furnish adequate Public Liability Insurance and Worker's Compensation Insurance pursuant to the laws of the State of Texas, and Payment Bond and Performance Bond pursuant to applicable OMB Circulars.

Once approved, the complete set of drawings, plans, cost estimates and specifications shall be incorporated into this Agreement as part of **Exhibit B**.

2. Temporary Project Sign and Job Shack

The Subrecipient shall ensure that the specifications include the delivery and installation by contractor of one 4'-0" X 8'-0" temporary project sign pursuant to Grantee requirements. The Subrecipient shall ensure that the cost of the sign is included in all bids. The Subrecipient shall ensure that the specifications require the contractor to furnish adequate workspace at the construction site in the job shack for Grantee inspection and monitoring staff, if applicable.

3. Bidding and Selection of Contractor and Subcontractors

The Subrecipient agrees and understands that all contracted and subcontracted construction activity carried out under this Agreement shall be selected and executed pursuant to federal procurement regulations set out in 2 C.F.R. §200.318, and to Grantee policy and procurement guidelines.

Within fifteen (15) days after the Grantee's written approval of the drawings and specifications as set out above, the Subrecipient shall advertise for and receive bids for the construction of the Project in accordance with approved drawings and specifications which bidding procedure shall be in accordance with this Agreement.

Upon receipt and tabulation of the bids for the Project, the Subrecipient shall determine the lowest and most responsible bidder for the construction of the Project. Within fifteen (15) days after receipt of bids, the Subrecipient shall forward, or cause to forward, to the Grantee, copies of all bids received, copy of all bid bonds, and bid tabulation for the Grantee's review and approval. The Grantee reserves the right to approve the award of the bid. In the event the lowest and most responsible bid for the construction of the Project is an amount that would result in the total cost of the Project being equal to or less than the sum allocated in the construction line item of the budget, detailed in **Exhibit B** of this Agreement, the Subrecipient shall notify the Grantee of the amount of the lowest and most responsible bid for the Project.

In the event the lowest and most responsible bid for the construction of the Project is an amount in excess of the sum allocated in the construction line item of the budget, detailed in **Exhibit B** of this Agreement, the Subrecipient shall have the following four (4) options:

- a. The Subrecipient shall notify the Grantee of the bid and request the Grantee to agree in writing to use those funds allocated in the contingency line item of the budget, detailed in **Exhibit B** of this Agreement, to fund the construction costs to meet the lowest and most responsible bid received by the Subrecipient. If the Grantee approves the use of contingency funds to meet the lowest and most responsible bid, then the Subrecipient, upon receipt of such notification, shall proceed to let the contract, incorporating all required provisions, and continue with construction of the Project; or
- b. The Subrecipient shall notify the Grantee of the bid and agree in writing to pay the additional cost of the Project. In the event the Subrecipient agrees in writing to pay the additional costs, then and in that event, the Subrecipient shall proceed to let the contract and continue with the construction of the Project. If the Subrecipient fails to agree in writing to pay said additional costs and the Grantee fails to use contingency funds, then and in that event, the Subrecipient may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligations to the Grantee; or
- c. The Subrecipient shall notify the Grantee of the bid and undertake to negotiate with the Grantee for the Grantee to agree in writing to reduce or delete specific items in the bid proposal so that bids will be within the amount available for construction. In the event the Grantee agrees in writing to reduce or delete items in the bid proposal, the Subrecipient shall re-bid the Project and proceed as if it were the original bid; or
- d. The Subrecipient shall reject all bids and elect not to proceed with the letting of the contract and terminate the Project, giving the Grantee written notice of its termination.

The Grantee Sponsor will guarantee that the below listed required HUD/GLO bid documents are submitted by each bidder during the bid process:

1. Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees
2. Statement of Bidder's Qualifications
3. Contractor Certifications: Certification of Bidder Regarding Civil Rights Laws and Regulations
4. Policy of Non-Discrimination of the Basis of Disability
5. Concerning Labor Standards and Prevailing Wage Requirements
6. Non-Collusion Affidavit of Prime Bidder
7. Contractor's Local Opportunity Plan
8. Section 3 Employment and Minority Business Plan

9. Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

The Grantee may terminate this Agreement without cause, at any time prior to the letting of the contract for construction of the Project, by written notice to the Subrecipient and the Subrecipient shall have no obligation there under except to return to the Grantee the funds paid to the Subrecipient, if any, by the Grantee pursuant to this Agreement.

4. Construction Contract and Subcontractor Written Agreements

Within fifteen (15) days after notification by the Grantee to the Subrecipient that the bid has been approved, the Subrecipient shall provide written notice of award to the lowest and most responsible bidder, in accordance with applicable Federal, State and local procurement procedures and regulations. The Subrecipient shall contract directly with its contractor, incorporating all requirements of this Agreement herein. The contract between the Subrecipient and its contractor and all contracts between contractor and its subcontractors shall be in accordance with the guidelines of this Agreement and with all applicable CDBG regulations, applicable OMB Circulars, and all other Required Federal Grant Contract Provisions, attached as **Exhibit I**.

The Subrecipient shall be responsible for incorporating into the construction contract any and all HUD and HCCSD requirements, including the “Subrecipient Construction Policies and Guidelines,” attached as **Exhibit C**. The construction contract must contain the required insurance and bonding; in lieu of one or more of the bonds otherwise required pursuant to Section VII (F) of this Agreement, the Subrecipient may provide or cause to be provided one or more irrevocable letters of credit in favor of the Grantee in a form acceptable to the Grantee.

The Subrecipient shall submit to the Grantee the form of the construction contract for review and approval prior to executing the construction contract with its selected contractor. Within fifteen (15) days after the Grantee’s written approval of the construction contract form, the Subrecipient shall execute the construction contract with its selected contractor.

The Subrecipient shall ensure that the contractor enters into written agreements with each subcontractor who does work covered by this Agreement. These subcontracts must incorporate the requirements of **Exhibit C**, to the extent applicable, and shall be subject to review, upon request, by the Grantee.

5. Construction Start Date, Construction Schedule and Completion of Work

Construction Start Date – Within thirty (30) days of the executed construction contract The Grantee Sponsor shall notify or cause to notify selected contractor with the Notice to Proceed, thereby locking in the Construction Start Date, and shall forward to the Grantee Department copy of the Notice to Proceed. The

Grantee Sponsor shall ensure that the construction commences within thirty (30) days of the Notice to Proceed.

Construction Schedule – The Subrecipient shall furnish or cause to furnish the Grantee with a copy of the detailed Construction Schedule within seven (7) days of the Notice to Proceed. The schedule shall be a bar type schedule and shall be of sufficient detail to show construction sequence, proposed start dates and estimated completion dates for major parts of the construction work.

Completion of Work – The Subrecipient shall ensure that, except in cases of force majeure, the construction of the Project shall be completed on or before the expiration of **eighteen (18) months** following the Construction Start Date.

6. Schedule of Values, Payments to Contractor and Change Orders

Schedule of Values – The Subrecipient shall furnish or cause to furnish the Grantee with the Schedule of Values for the Project for review prior to the first partial payment.

Payments to Contractor – The Subrecipient shall ensure that requests for payment are based on the percentage of work completed, as detailed in the Schedule of Values and certified by the Subrecipient's representative. The Subrecipient, through its representative, shall ensure that the work performed by the selected contractor shall be subject to retainage provisions of Section **2252.032 "RETAINAGE" of the Texas Government**, as it may be amended from time to time.

Upon completion of the Project, and acceptance as such by the Subrecipient and Grantee, final payment shall be made to the contractor releasing retainage. All pay requests and release of retainage shall be verified and signed by Harris County Engineering Department (HCED).

Change Orders – The Subrecipient shall ensure (1) that the cumulative increase in the construction contract shall not exceed twenty-five (25) percent of the original construction contract for contracts awarded at \$1 million or more, and (2) if a change order for a contract with an original contract amount below \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than twenty-five (25) percent pursuant to Section 271.060 of the Texas Government Code, as subsequently amended. The Subrecipient shall approve in writing and submit to the Grantee for review and approval any change orders to the original construction contract, which shall be appropriately reflected in the Schedule of Values and subsequent pay requests. The Grantee reserves the right to approve any change orders. Any extension of time given shall not release the contractor or the surety from their Performance and Payment Bonds or from any obligations hereunder, which shall remain in full force and effect until the discharge of the contractor. All change orders shall be verified and signed by HCED.

7. Inspections

During the construction of the Project, the Grantee or its designee, the Subrecipient and HUD shall have the right to review all documents, maps, plats, records, photographs, reports or plans affecting said construction. The Subrecipient shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. The Subrecipient understands and agrees to inspections performed by the Grantee's representative, HCED. HCED shall have full and final authority in all construction disputes. The Subrecipient agrees to promptly make any corrections or modifications to the construction work as reasonably requested by the Grantee to cause the construction to comply with this Agreement and any applicable HUD requirements.

8. Compliance with Public Facilities and Infrastructure Quality Standards

The Subrecipient shall maintain documentation evidencing that the Project complies with all applicable Federal, state and local public facilities and infrastructure quality standards.

9. Building Plaque

For projects involving the construction or renovation of a public building, the Subrecipient shall furnish, deliver, and install one 18" x 24" bronze plaque built according to Grantee specifications. The Subrecipient shall ensure that the bid specifications require the contractor to furnish the building plaque and that the cost of the building plaque is included in all bids, as applicable.

10. Compliance Violation(s) Provisions

The Subrecipient shall ensure that the construction of the Project is conducted pursuant to applicable Federal, state, and local regulations and comply with any and all requirements detailed in the bid specifications, including any and all HUD requirements and any and all Grantee requirements detailed in this Agreement.

The Grantee shall enforce the compliance violations provisions detailed in **Exhibit C**, section 13(D), for any and all violations for which the contractor, through the Subrecipient, has received a Notice of Non-Compliance or a wage restitution notification letter and failed to implement corrective actions within the allotted grace period of fifteen (15) to thirty (30) calendar days from the date of the written notice or letter.

E. Leveraged Funds

The Subrecipient shall maintain and make available, for review by the Grantee, source documentation for any leveraged funds contained in **Exhibit B** of this Agreement. Source documentation for leveraged funds may be requested at any time by the Grantee and must be provided in a timely manner.

III. TIME OF PERFORMANCE

Services of the Grantee Sponsor shall start immediately upon Harris County Commissioner's Court approval of this Agreement and shall terminate when the Project is completed, but no later than the grant termination date stated in the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program Infrastructure Project Contract with the Texas following the commencement of construction as specified in Section I (D)(5) of this Order. This Agreement may only be extended upon written request to and approval from the Executive Director of HCCSD or his designee. In addition, the requirements of this Order shall extend for five (5) years after the funds provided for this Project under this Order are fully spent in accordance with 24 C.F.R. §570.505 and with applicable OMB circulars, or after the Project is completed as specified above

IV. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform the Project activities within the monetary limits contained in **Exhibit B**, Budget. The Subrecipient understands that the budget is based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and that any changes to the summary budget, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to Grantee for review and approval.

B. Requesting a Budget Revision

Any proposed reallocation of funds among various existing budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit B**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Executive Director of HCCSD, or his designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of HCCSD management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee. The Grantee reserves the right to reallocate funds among approved budget line items in order to facilitate implementation of the approved Project scope.

C. Maximum Amount to be Paid

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement." The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

D. Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD or GLO grant funds. Should any expenditure of grant funds be found ineligible by Grantee, the Subrecipient will cause such funds to be returned to Grantee from other sources.

The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the Grantee service areas, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdowns for the payment of eligible expenses and general administration shall be made against the line item budget attached hereto as **Exhibit B** and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the tenth (20th) working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later

than sixty (60) days after completion of the Agreement period. Any requests received after sixty (60) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended CDBG funds by the Subrecipient will be de-obligated and recaptured by the Grantee.

The Subrecipient shall have no obligation to construct the Project until such time as the Grantee has forwarded to the Subrecipient written authorization to proceed with the work. In the event that the Grantee fails to pay the cost for the Project up to \$3,426,022.00, or more if additional funds are allocated for same, including design costs and improvements or modifications requested by Grantee within sixty (60) days after notification by the Subrecipient to the Grantee of the total amount of such costs, the Subrecipient may, but is not obligated to, proceed to construct the Project, at its discretion.

G. Retainage

Disbursement of funds under this Agreement shall be subject to retainage provisions of Section 2252.032 “RETAINAGE” of the Texas Government Code, as it may be amended from time to time.

H. Expenditure Performance

The Subrecipient shall immediately notify the Executive Director of HCCSD, or their designee, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Executive Director of HCCSD, or their designee, if it anticipates accomplishing the activities set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

The Subrecipient further understands and agrees that should the Grantee determine that the Subrecipient will not use all of the funds allocated to the Subrecipient under this Agreement, then Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee’s procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement and any such determination by the Grantee shall be final.

I. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after the date of submission or receipt of the original request will be subject to approval by the Grantee. No more than one Supplemental Request shall be allowed per month.

J. Program Income

The Subrecipient shall report all Program income, as defined in 24 C.F.R. §570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program income by the Subrecipient shall comply with the requirements set forth in 24 C.F.R. §570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unused Program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to Grantee.

K. Withholding Payments

If HUD initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed and resolved. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD.

L. Repayment of Ineligible Payments

IN THE EVENT HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE, AND THE GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and Subrecipient, as provided in **Exhibit A**, Scope of Services.

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of 24 C.F.R. Part 570 and all Federal regulations and policies issued concerning the CDBG program. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of this Agreement.

VII. GENERAL CONDITIONS

A. Compliance

The Subrecipient agrees to comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order

12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate for future awards; (2) withholding funds; and (3) termination of this Agreement.

B. Security

For any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds, the Subrecipient shall execute a "Deed of Trust to Secure Performance, attached in **Exhibit H**, in favor of the Grantee. The executed Deed of Trust to Secure Performance shall extend the terms of this Agreement until five (5) years after the date the Project is completed pursuant to Section III of this Agreement, or for such longer period of time as determined by the Grantee. The Subrecipient's failure or refusal to execute the Deed of Trust to Secure Performance may result in the termination of this Agreement.

C. Independent Contractor

The Subrecipient shall operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondent superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal right to control the details of the tasks performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-Subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

D. Indemnity

THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND

SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.

E. Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

F. Insurance and Bonding

1. Public Liability Insurance

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

The Subrecipient understands that such insurance amounts shall be revised upward at the Grantee's option and that the Subrecipient shall revise such amounts within thirty (30) days following notice to the Subrecipient of such requirements.

2. Worker's Compensation Insurance

The Subrecipient also covenants and agrees to furnish the Grantee with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by State law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement; and the Subrecipient agrees to require any sub-Subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by State law.

Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code § 406.003, such documentation of self-insurance shall be provided to Grantee prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Subrecipient will submit to the Grantee documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

4. Payment and Performance Bonding

The Subrecipient will provide or cause to furnish the Grantee with Certificate of Insurance as proof that it has obtained and paid for a certificate of Payment Bond and Performance Bond, as required by 2 C.F.R. 200.304

G. Recognition of Grantee

The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded by the Harris County Community Services Department. The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation, but photocopies or photographs may be used when and where appropriate.

H. Travel

The Subrecipient must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

I. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 C.F.R. §570.606 relating to the acquisition and disposition of all real property utilizing Grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing Grant funds. The Subrecipient agrees to comply with applicable Grantee Procedures and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

J. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes. The Grantee understands and agrees that Subrecipient is subject to the Texas Public Information Act and may have to release information and documentation to the public under this Agreement.

K. Cultural Resources

In accordance with the National Historic Preservation Act and the Antiquities Code of Texas, the Contractor shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects or antiquity from the project site. In the event that such items are discovered on the project during construction activities, the Contractor shall immediately notify the Engineer. The site and the potentially significant material shall be protected by the Contractor from further disturbance until a professional examination of them can be made and/or until clearance to proceed with construction has been provided by the Engineer.

L. Hazardous and Petroleum substances

If during the course of construction, the Contractor discovers hazardous or petroleum substances or wastes on the project site, then the Contractor shall immediately cease work in the area and remove all personnel from the area. The contractor shall temporarily close the area to the public, as well; temporary fencing or caution tape shall be installed around the area. The Contractor shall notify the Engineer immediately. Work in the area shall not be permitted until the Engineer has determined that safety and environmental issues have been properly addressed.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to (1) comply with requirements set out in OMB Circular 2 C.F.R. 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its Program in conformance with OMB Circular 2 C.F.R. 200.400 "Cost Principles" for all costs incurred whether charged on a direct or indirect basis.

Prior to close out of this Agreement, the Subrecipient must transmit to the Grantee Records sufficient for the Grantee to demonstrate that all costs under this “Agreement” met the Requirements of the Federal Award.

B. Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, records required by 24 C.F.R. §570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- e. Records demonstrating compliance with citizen participation
- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing.
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- h. Financial records as required by 24 C.F.R. §570.502.
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation
- j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.505 and §570.606. The Subrecipient shall ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person, as defined at 42 U.S.C. 4601, as amended, must be kept for five (5) years after he/she has received final payment.

4. Construction Policies, Reports and Davis-Bacon and Related Acts Requirements

The Subrecipient shall ensure that each contract subject to Federal (Davis-Bacon and Related Acts) labor standards requirements must contain the appropriate HUD contract provisions containing the labor standards clauses described in **Exhibit C**, subpart 13. These clauses correspond to the Department of Labor (DOL) regulations prescribing the responsibilities of the contractor and obligating the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages, which may be found due.

The Subrecipient shall ensure compliance with the Davis-Bacon and Related Acts (DBRA) requirements. The Subrecipient shall furnish or cause to furnish documents evidencing compliance with the DBRA requirements, including but not be limited to the following:

- a. Quarterly Employment Data Report
- b. Certified Weekly Payrolls
- c. Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees
- d. Posting of Equal Employment Opportunity Poster, Notice to Employees Poster, and Wage Decision(s)
- e. Section 3 Employment and Women/Minority Business Plan
- f. Certificate for Contracts, Grants, Loans and Cooperative Agreements
- g. General Contractor/ Subcontractor Profile
- h. Section 3 compliance documents

NOTE: All of the above listed documents pertaining to the DBRA are required to be submitted by the prime contractor, all subcontractors and all without exceptions.

5. Other Periodic Reports

The Subrecipient shall furnish the following reports to the Grantee, which include, but may not be limited to the following:

- a. Certifications for Contracts, Grants, Loans, and Cooperative Agreements (See **Exhibit D**)
- b. The following reports, as detailed in **Exhibit A**, shall be submitted annually to the Grantee for public facility projects following completion of work as specified in Section III of this Agreement:
 - i. Annual Compliance Report

6. Deadlines

- a DBRA compliance documents shall be submitted during the course of project construction pursuant to the deadlines set in the bid specifications and **Exhibit C**
- b Annual compliance reports are due within one month after the end of the reporting period, which commences following completion of work as specified in Section III of this Agreement

7. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

8. Failure to Meet Record-Keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T CODE §262.021 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure property and services in accordance with the requirements of 2 C.F.R. 200.326 and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property.

2. Use of Real Property

Pursuant to 24 C.F.R. §570.505, any real or personal property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must either be:

- (a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R.

- §570.200 that meet one of the National Objectives in 24 C.F.R. §570.208 until five (5) years after expiration or termination of this Agreement pursuant to Section III “Time of Performance,” or for such longer period of time as determined to be appropriate by the Grantee; or
- (b) Transferred to the Grantee; or
 - (c) Changed use, in which event the Subrecipient shall provide affected citizens reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of such property qualifies as meeting one of the National Objectives in 24 C.F.R. §570.208 or (2) the new use does not meet one of the National Objectives set out in 24 C.F.R. §570.208, in which event the Subrecipient may retain and utilize the property and shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment shall be required after the period of time specified in paragraph (a) of this section expired; or
 - (d) Disposed of in a manner, consistent with 24 C.F.R. §570.505 and 24 C.F.R. §200.311, which results in the amount of the then current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property being reimbursed to the Grantee. Such reimbursement shall not be required if disposed of after the period of time specified in paragraph (a) of this section expired.
 - (e) The facility must meet the accessibility requirements detailed at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered facilities, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act (TEX. CIV. STAT. ANN. art.1396-1.01, *et seq.*) or any other applicable statute.

IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Subrecipient shall comply with any federal regulations issued pursuant to

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 as amended), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*), which prohibits sex discrimination in federally assisted education programs.

3. Limited English Proficiency

Subrecipient shall provide language assistance or ensure program information is available in the appropriate languages for the Grantee's service area and that limited English proficient persons have meaningful access to CDBG assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B. Affirmative Action

1. Approved Plan

The Subrecipient shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this

definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient’s written procedures should provide for employees or participants to contact HCCSD only after the complainant has exhausted the Subrecipient’s internal procedures. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach HCCSD. The Subrecipient shall immediately notify HCCSD of all grievances or complaints received by the Subrecipient.

C. Labor Standards

1. Wages

The Subrecipient shall comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C. 3701 *et seq.*], as supplemented by Department of Labor regulations; the Copeland “Anti-Kickback” Act [18 U.S.C. 874]; the Davis-Bacon Act [40 U.S.C. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify on an annual basis their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of this Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the federal regulations specified in 24 C.F.R. §570.200.

E. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 C.F.R. §570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

In applying for CDBG funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, the Subrecipient agrees to provide a new Conflict of Interest Disclosure form (**Exhibit E**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

The Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period.

In applying for CDBG funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. The Subrecipient covenants that the Conflicts Disclosure Statement (**Exhibit F**) and/or the Conflict of Interest Questionnaire (**Exhibit G**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interests may result in termination of this Agreement.

G. False Claims

The Subrecipient shall abide by 18 U.S.C. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient will also abide by the False Claims Act (31 U.S.C. 3729 *et seq.*); 18 U.S.C. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C. 245, as amended, relating to Federally Protected Activities; 18 U.S.C. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C. 3702); the Tucker Act (28 U.S.C. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C. 321-322); the Anti-Deficiency Act (31 U.S.C. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

H. "Section 3" Clause

1. Compliance

The Subrecipient shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. §135,

and all applicable rules and orders. The Subrecipient understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any sub-subrecipients. Failure to comply with these requirements shall subject the Grantee, the Subrecipient and any sub-subrecipients, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. §135, Subpart D. The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient shall include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project.”

2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-subrecipient which it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. §135 and will not let any subcontract unless the sub-subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

I. Subcontracts

1. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

2. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the Grantee and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Subrecipient shall cause all of the provisions of this Agreement, by preference, in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to the Grantee, along with documentation concerning the selection process. The Subrecipient must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the Procurement requirements of 2 C.F.R. §200.318.

J. Whistleblower Protection Act

The Grantee Sponsor and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Grantee Sponsor shall inform its employees 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 Grantee Sponsor shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §7401 *et seq.*
- Clean Water Act, 33 U.S.C. 1368.
- Executive Order 11738.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, and 1318 and 1321, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R.

Part 50, as amended.

- National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*; as amended).
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children under 6 years of age.

D. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800, “Protection of Historic Properties,” insofar as they apply to the performance of this Agreement. In general this requires concurrence from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Subrecipient shall comply with the requirements of the Endangered Species Act of 1973 as listed in 50 C.F.R. §17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C. 303); the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

B. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient. At the discretion of HCCSD management, no more than two (2) Amendments to the Agreement shall be allowed each year.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in Section III., "Time of Performance," of this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.

C. With Cause

The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the

Subrecipient ineligible for any further participation in the Grantee CDBG Entitlement Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the Grantee.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 C.F.R. §200.343 are completed to the satisfaction of the Grantee and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, the Subrecipient shall transfer to Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with the Grantee and the Harris County Auditor.

XIII. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with only the federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

XIV. INCORPORATION OF EXHIBITS

The following documents are a part of this Agreement:

Exhibit A Scope of Services

Exhibit B	Budget
Exhibit C	Harris County Community Services Department Subrecipient Construction Policies & Guidelines
Exhibit D	Certification for Contracts, Grants, Loans and Cooperative Agreements
Exhibit E	Conflict of Interest
Exhibit F	Conflicts Disclosure Statement
Exhibit G	Conflict of Interest Questionnaire
Exhibit H	Deed of Trust to Secure Performance (Sample)
Exhibit I	Required Federal Grant Contract Provisions
Exhibit J	CDBG-DR Federal Regulations
Exhibit K	GLO Information Security Appendix

ATTEST:

CITY OF FRIENDSWOOD

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Date Signed: _____

APPROVED AS TO FORM:

HARRIS COUNTY

VINCE RYAN
Harris County Attorney

By:_____
SARAH IBRAHIM
Assistant County Attorney

By:_____
JOSHUA STUCKEY
Interim Executive Director, Harris County
Community Services Department

File Number: _____

Date Signed:_____

Exhibit A, SCOPE OF SERVICES

I. Application

This Scope of Services is based on the proposal prepared and submitted by the Subrecipient, through the Harris County Community Services Department's **Disaster Recovery** Request for Proposal (RFP) process. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this Project in accordance with **Community Development Block Grant Disaster Recovery Program** requirements and all other applicable Federal, state, and local regulations.

II. Project Description

The Subrecipient shall be responsible for implementing the **Friendswood Forest Bend Detention Pond Project** during the term of this Agreement. The scope of the Project is to construct and maintain a new storm water detention pond on property owned by the Forest Bend HOA and benefiting surrounding homes by reducing potential flooding within the Forest Bend neighborhood and complete site work and appurtenances. These activities shall benefit two thousand eight hundred ninety-five (2,895) persons, of which seven hundred twenty-five (725) or twenty-five and four hundredths percent (25.04%) are low to moderate-income. The Project are is generally bounded on the North by Ravine Dr., South by FM 528, West by Clear Creek and East by Townes Rd. (Precinct 1)

The Subrecipient shall administer all activities in the provision of the aforementioned public **infrastructure** improvements Project in accordance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that HCCSD shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Activities

The Subrecipient shall be responsible for the delivery of the following activities in connection with the provision of the above-noted Project. The activities and the submission of reports and compliance documents shall include, but not be limited to the budget line item categories listed in the budget detail of **Exhibit B** and as detailed further below:

ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS

No .	Activity Name	Schedule	Reports and Compliance Documents
I.	Design		
1.	Request for Qualifications (RFQ) and Award of Contract		
a.	Draft RFQ	Within fifteen (15) days from the date of this Agreement, the Subrecipient shall submit to the Grantee draft RFQ advertisement for review and approval.	Copy of draft RFQ
b.	RFQ Advertisement	Within seven (7) days from the Grantee's written approval of the RFQ advertisement, the Subrecipient shall proceed with the RFQ process.	Copy of RFQ advertisement with affidavit
c.	RFQ Responses	Within seven (7) days after receipt of RFQ responses, the Subrecipient shall submit to the Grantee copy of all consultant qualifications received along with the date, time and location to conduct applicant interviews.	Copy of all RFQ responses
d.	Selection of Consultant	Within fifteen (15) days after receipt of RFQ responses, the Subrecipient in coordination with the Grantee shall conduct consultant interviews.	N/A
e.	RFQ Interview Scores, Tabulation, and Recommendations	Within seven (7) days after consultant interviews, the Subrecipient shall forward the compliance documents to the Grantee for review and approval.	Copy of all RFQ Interview Scores, Tabulation and Recommendations
f.	Award of Consultant Agreement	Within fifteen (15) days after the Grantee's written approval of the Subrecipient's recommendations of the selected consultant, but not later than one hundred and twenty (120) days from the date of this Agreement , the Subrecipient shall proceed with the letting of the contract for architectural/ engineering services.	Original copy of the executed Contract for Design Services
2.	Architectural/ Engineering Design		
a.	Schematic/ Preliminary Design	Within six (6) to eight (8) months from the date of this Agreement , the Subrecipient shall submit a complete set of the compliance documents to the Grantee.	Complete set of final plans, drawings, bid specifications, construction documentation and cost estimates
b.	Design Development		
c.	Construction Documentation and Bid Specifications		
d.	Bid Out and Contract Award		
e.	Construction Administration		
f.	Additional Services (may include surveying, testing, etc.)		

ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS

No.	Activity Name	Schedule	Reports and Compliance Documents
II.	Construction		
1.	Design	Within fifteen (15) days from the date of A/E design completion, Subrecipient shall submit the compliance documents to the Grantee for review and approval.	Final set of drawings, plans, cost estimates, bid specifications and construction documents
2.	Bid Out	Within fifteen (15) days after the Grantee's approval of the bid specifications, the Subrecipient shall advertise the project for at least two (2) consecutive weekends.	Copy of bid advertisement with affidavit
3.	Pre-bid Conference	The Subrecipient shall hold a Pre-bid Conference, at least one week before bids are due.	Copy of attendance roster and meeting notes
4.	Bid Opening	The Subrecipient shall hold a Bid Opening, at a minimum of two (2) weeks after the initial advertisement of project.	N/A
5.	Bids, Bid Tabulation and Recommendations	Within fifteen (15) days from the date of the Bid Opening, the Subrecipient shall submit the compliance documents to the Grantee for review and approval.	Copy of all bids, bid bonds, tabulation and recommendations
6.	Notice of Award DRAFT Construction Contract	Within fifteen (15) days after the Grantee's approval of the lowest and most responsible bid the Subrecipient shall issue the Notice of Award to the contractor. Within forty-five (45) days after the Grantee's written approval of the lowest and most responsible bid, the Subrecipient shall submit the compliance document to the Grantee for review and approval.	Copy of Notice of Award Copy of the draft construction contract
7.	Executed Construction Contract	Within fifteen (15) days after the Grantee's approval of the draft construction contract, the Subrecipient shall execute the construction contract.	ORIGINAL copy of the executed construction contract
8.	Pre-construction Conference	Within seven (7) days after the date of the executed construction contract, the Subrecipient shall hold the Pre-construction Conference.	Copy of attendance roster and meeting notes
9.	Construction Start Date	Within thirty (30) days of the date of the Executed Construction Contract, the Subrecipient shall issue the Notice to Proceed to the contractor. The Grantee Sponsor shall ensure that the construction commences within thirty (30) days of the Notice to Proceed.	Copy of Notice to Proceed
10.	DBRA Compliance Documents	Within seven (7) days of the Construction Start Date and during the project construction, the Subrecipient shall submit or cause to be submitted original compliance documents on a weekly basis.	ORIGINAL DBRA compliance documents
11.	Survey, Inspection, and Testing	The Subrecipient shall perform survey, inspection and testing during the course of implementing the project, as applicable.	Copy of survey, inspection and testing reports, as applicable
12.	Final Walkthrough and Final Punch List	At the completion of the construction activities, the Subrecipient shall hold a Final Walkthrough and issue the Final Punch List, as applicable	Copy of Final Punch List, if applicable
13.	Certificate of Completion	Within five (5) days of completion of construction	Copy of Certificate of Completion

ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS, continued

No.	Activity Name	Schedule	Reports and Compliance Documents
III.	Five Year Compliance		
1.	Five Year Compliance	Certificate of Completion for non-building projects.	Substantial Completion document

Time/Date variances to the schedule may be approved by the Executive Director of the HCCSD, or his designee, if reasonable justification is provided for the delay.

The Subrecipient shall forward compliance documents upon completion of the activity, or as noted in the schedule.

In addition to normal administrative services required as part of this Agreement, the Subrecipient agrees to document progress using reporting requirements specified in Section VIII of this Agreement.

IV. Notice

Grantee

Joshua Stuckey, Interim Executive
Director
Harris County Community Services
Department
8410 Lantern Point
Houston, Texas 77054

Subrecipient

Morad Kabiri, City Manager
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

Exhibit B, BUDGET

CITY OF FRIENDSWOOD FRIENDSWOOD FOREST BEND DETENTION POND PROJECT

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **THREE MILLION FOUR HUNDRED TWENTY-SIX THOUSAND TWENTY-TWO and 00/100 Dollars (\$3,426,022.00)**, as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

PROJECT SUMMARY

DESCRIPTION	CSD (CDBG-DR)	LEVERAGE	TOTAL
Project Costs			
I Engineering/ Architectural Design	\$180,122.00	\$25,000.00	\$205,122.00
II Construction	\$3,245,900.00	\$0.00	\$3,245,900.00
Project Budget Total	\$3,426,022.00	\$25,000.00	\$3,451,022.00

CDBG-D PY 2017 \$3,426,022.00

PROJECT DETAIL

PROJECT COSTS	CSD (CDBG-DR)	LEVERAGE	AMOUNT
I. Engineering/ Architectural Design			
Engineering/ Architectural Services	180,122.00	25,000.00	205,122.00
Subtotal	\$180,122.00	\$25,000.00	\$205,122.00
II. Construction			
Construction (new construction, rehabilitation, renovation)	3,245,900.00	0.00	3,245,900.00
Subtotal	\$3,245,900.00	\$0.00	\$3,245,900.00
Project Detail Total	\$3,426,022.00	\$25,000.00	\$3,451,022.00

Exhibit C, HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT SUBRECIPIENT CONSTRUCTION POLICIES & GUIDELINES

These policies are intended to assist those Subrecipients receiving Harris County Community Development Block Grant funds. They will facilitate the Subrecipient's understanding and compliance with applicable federal and county regulations, policies and processes where the Subrecipient is responsible for design, bidding and construction contract administration. If clarification is needed, call **Abraham Aguilar, Project Monitor** at 832-927-4700.

1. If federal funds will be used to retain consultants, the Subrecipient must advertise Request for Qualification Statement (RFQ). The Subrecipient shall submit the draft RFQ for approval prior to advertisement. The responding consultant's SF 330 qualification statements must be submitted for review to Harris County Community Services Department (HCCSD) prior to commissioning the consultants. Upon approval by HCCSD, the Subrecipient may retain consultant(s).

- A. Subrecipient shall submit all plans, drawings and specifications prepared by the consultant for the project for approval by HCCSD.
- B. Consultants retained by the Subrecipient shall include in the project specifications project construction time limits with liquidated damages to ensure timely completion of the project.

2. The Subrecipient shall advertise for bids and award contracts in compliance with the State of Texas bidding procedures and the following subsections of 2 C.F.R. 200 :

Section 200.302	"Financial Management", except subparagraph a
Section 200.318	"General Procurement Standards"
Section 200.333	"Retention Requirements for Records"
Section 200.336	"Access to Records"

1. The preliminary drawings must be within the previously approved project scope. All construction projects must comply with Harris County requirements and the policies and procedures of Harris County Engineering Department (HCED), Purchasing Agent, Auditor and HCCSD.
4. Mitigation measures, if any, will be incorporated into project drawings, plans and construction documents. HCED will confirm and document mitigation measures are addressed in 90% plan review comments.
5. The Subrecipient will incorporate into the construction documents any and all Department of Housing and Urban Development requirements and all construction policies and guidelines contained herein. Final documents must be approved by HCCSD prior to the execution of the contract for construction.
6. Prior to award of contract, HCCSD will review the bid documents, the bidder's qualification statements, minority business plan and financial statements to ensure that the contractor has a good contracting record, adequate capitalization, equipment, and personnel to successfully complete the project, meets minority participation goals and that the bidder has not been debarred by HUD from working on federal contracts.
7. The Subrecipient, the consultant, and HCCSD shall conduct a pre-bid meeting and a pre-construction conference with the contractor(s).
8. The Grantee shall furnish the Subrecipient with specific compliance documentation at the pre-construction conference with the contractor. Without exception, the Subrecipient and the contractor shall be responsible for ensuring compliance by **all** subcontractors working on the project jobsite with employees covered by the Davis-Bacon Act.

9. The Subrecipient shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. The Subrecipient understands and agrees to inspections performed by the Grantee's representative, HCED. The Subrecipient understands and agrees that HCED shall have full and final authority in all construction disputes.
10. HCED in consultation with the project architect/consultant will review and track implementation of mitigation measures for progress and until compliance is documented.
11. The Subrecipient and contractor shall be responsible for preparing monthly pay requests to be reviewed by the consultant prior to submittal for payment. Preparation will consist of a site meeting with the consultant and the contractor's representative to accurately determine the percentage of completion of various components of the work and time used. The Subrecipient, the consultant, the contractor, and HCED, representative on behalf of HCCSD, will be required to sign each monthly estimate prior to being processed for payment.
12. All change orders must be approved in writing by the Subrecipient prior to any alterations or modifications of the work or specifications. The Subrecipient will be responsible for any increase in cost based on any change order required due to errors and/or omissions. Pursuant to Harris County procurement policies and Texas Local Government Code §271.060, as amended, the Subrecipient must ensure that (1) cumulative increases in the construction contract amount shall not exceed twenty-five percent (25%) of the **original contract amount** for contracts awarded at \$1 million or more, and (2) if a change order for a contract awarded below \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the **revised contract amount** by more than twenty-five percent (25%).
13. The Subrecipient must submit the following documentation to HCCSD **prior** to sending Notice of Award to proposed contractor **and** execution of the construction contract.

Prior to sending Notice of Award:

- Copy of the bid advertisement.
- Copy of the bid tabulations.
- Copies of all bids submitted.
- Copies of bidders' bid bonds or cashier's checks or letters or credit in favor of Harris County, in a form acceptable to the Harris County.
- Copy of the minutes and attendance roster of the bid opening.
- Consultant's recommendation of contractor.
- Request authorization from HCCSD to award project to lowest and most responsible bidder.

Prior to execution of contract:

- Copy of DRAFT Construction Contract with contractor for HCCSD review and approval.
- Copy of proposed subcontractor list along with subcontractor profiles.
- Section 3 Employment and Minority Business Plan – completed by the contractor.
- Section 3 compliance documents.
- Certificates for Contracts, Grants, Loans and Cooperative Agreements – signed by the contractor.

14. The Subrecipient must submit the following documentation **after** award of contract, but **prior** to Pre-Construction Meeting:
 - Copy of the performance, payment and maintenance bonds.
 - Copy of "Certificate of Authority" issued by the State Board of Insurance of Texas for the surety company. Only companies listed in the Department of the Treasury circular #570 (most recent issue) will be accepted.

- Certification of bid award by the City Council/Board.
- Original copy of the executed contract between the successful bidder and the Subrecipient.
- Copy of the purchase order.
- Copy of subcontractor list.
- Schedule of Values based on standard Construction Specifications Institute (CSI) format (16 divisions) and given in labor and materials listed separately per line item including overhead and profit for each.
- Construction schedule (Bar Chart or Critical Path Method).

15. Davis Bacon and Related Acts Requirements

The Subrecipient shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements.

Basic labor standards compliance parameters involve the payment to construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually performed. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly payroll reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. The certified payrolls must clearly indicate name, address, social security number, job classification, corresponding hourly pay rate, hours worked, and any other pertinent information requested on the form. Employers may also be required to submit related documents in order to demonstrate compliance with these standards. The Grantee will not accept incomplete certified payrolls. All required documentation and forms submitted to Grantee must be originals.

Each contract subject to Federal (Davis-Bacon & Related Acts) labor standards requirements must contain the appropriate HUD contract provisions containing the labor standards clauses. These clauses correspond to the U.S. Department of Labor (DOL) Regulations prescribing the responsibilities of the contractor and obligating the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages, which may be found due. These contract clauses are described below.

A. Responsibility of the Principal Contractor.

Basic labor standards compliance parameters involve the payment to all construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually perform. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance with these compliance parameters.

The principal contractor (also referred to as the prime contractor or general contractor) shall be responsible for the full compliance of all employers (contractors, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. For ease of reference, the term “contractor” shall mean the principal, prime contractor, or general contractor, “subcontractor” shall mean any and all subcontractors and lower-tier subcontractors, and the term “employer” shall include the contractor and any subcontractors and lower-tier subcontractors.

B. Davis-Bacon Definitions & Compliance Parameters

(ii) Definitions.

- a. **Laborer or mechanic.** "Laborers" and "mechanics" are those individuals whose duties are manual or physical in nature including workers who are performing the work of a trade (e.g., Electrician). These terms include apprentices, trainees and, for contracts subject to CWHSSA, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that shall be paid not less than the Davis-Bacon wage rates.
 - **Working foremen.** Foremen or supervisors that perform regularly construction work and devote **more** than 20% of their time as a laborer or mechanic are treated as "laborers" or "mechanics" for labor standards purposes for the time performing construction work.
 - **Exclusions.** Persons whose duties are primarily administrative, managerial or clerical are not laborers or mechanics.
- b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship, which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor shall ensure the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

See also Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics.
- c. **Apprentices and Trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs, including *Set-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs (bona fide programs) are those which have been registered with DOL or DOL-recognized State Apprenticeship Council (SAC).
 - 1) **Probationary apprentice.** A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such a program may be considered an "apprentice" provided that the BAT or SAC has certified that such person is eligible for probationary employment as an apprentice.
 - 2) **Pre-apprentice.** A "pre-apprentice" person who has not been DOL or SAC certified for probationary apprenticeship is not considered to be an "apprentice" and shall be paid in full journeyman's rate on the wage decision for the classification of work they perform.
 - 3) **Ratio of apprentices and trainees to journey man.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.
- d. **Prevailing Wages.** The term "wages" means the basic hourly rate of pay plus any contribution irrevocably made by an employer to a bona fide fringe benefit fund, plan or program. All laborers and mechanics employed or working on the site of the work shall be

paid unconditionally and not less often than once a week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage determination. Employers who do not make contributions or payments to bona fide fringe benefit funds, plans, or programs shall pay an amount equivalent to the fringe benefit rate (if any) required on the wage determination directly to the employee added to the basic hourly rate of pay.

- e. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates **provided** the weekly earnings are sufficient to satisfy the wage requirement based upon actual hours, including any overtime, worked. If the weekly piece rate earnings are not sufficient, the employer shall re-compute weekly earnings based upon actual hours worked and the rate on the wage decision for the work classification(s) involved.
- f. **Fringe benefits** include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the above; unemployment benefits, life insurance, vacation or holiday pay; defraying costs of apprenticeship or similar programs; or other bona fide fringe benefits. In addition to contributions, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program. Fringe benefits **do not** include benefits required by other Federal, State or local law, such as the employer's contribution to Social Security or some disability insurance payment.
- g. **Overtime** hours are defined as all hours worked on the site of the work in excess of 40 hours in any workweek. Overtime hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- h. **Deductions.** The employer may make payroll deductions as permitted by DOL Regulations 29 C.F.R. Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up) any of their earnings. Allowable deductions which do not require prior DOL permission may include employee obligations for income taxes, Social Security payments, insurance premium, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.
- i. **Proper Designation of Trade.** Employers shall select a work classification on the wage decision for each worker based on the actual type of work they performed and shall pay each worker no less than the wage rate and fringe benefits required on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they are not considered by their employer to be fully trained as a Carpenter. NOTE that the only workers who can be paid less than the rate on the wage decision for their craft are apprentices and trainees registered in approved programs.
- j. **Split Classifications.** Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification **provided** that the employer maintains time records that accurately set forth the time spent in each classification in which work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

- k. **Additional classifications and wage rates.** If the general contractor determines that the wage decision does not include a classification or classifications needed for the construction of the project, than the general contractor shall submit to HCCSD a request for an **additional classification and wage rate**. HCCSD shall review and forward the request for additional work classification and wage rate to DOL for review and preliminary approval. HCCSD shall review and shall forward the request for additional classification and wage rate to DOL for final review and approval. NOTE that the final decision rests with DOL.

The general contractor shall make the request for additional classification and wage rate in writing. All subcontractors shall submit their request for additional classification and wage rate to their general contractor for further processing. All requests shall identify the project, the project's wage decision, the additional work classification(s) that is (are) missing and recommend a wage rate and fringe benefits (usually the rate the employer already is paying to the employees performing the work) for that classification. The primary contractor may need to describe the work that the new classification will perform.

The additional classification and wage rate request may be approved if:

- a. The requested classification is used by construction contractors in the area of the project. The area is usually defined as the *county* where the project is located.
 - b. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. In other words, if there already is an Electrician classification and wage rate on the wage decision, the general contractor cannot request another Electrician classification and wage rate.
 - c. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. For example, the wage rate proposed for a trade classification such as Electrician shall be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision. And,
 - d. The workers that will be employed in the added classification (if it is already known who the workers are or will be), or the workers' representative, must agree with the proposed wage rate.
1. **HCCSD Review.** Grantee shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above and forwards the request to HCCSD for further review and preliminary approval. If additional information is required, HCCSD shall contact the general contractor for more information. HCCSD shall inform the general contractor in writing in the event that HCCSD's review finds that the request does not meet the above-described rules. The written response shall also inform the general contractor of their option to revise and resubmit their request for additional classification and wage rate in order to meet the above-described rules.
 2. .
 3. **HUD Review.** The HUD Labor Relations field staff may review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above. If additional information is required, HUD shall contact HCCSD for more information. .
 4. **DOL Review and Decision.** The DOL shall respond to HCCSD in writing about the additional classification request and wage rate request. DOL shall forward to HCCSD

the final decision from DOL on the request, while HCCSD, in turn, informs the prime contractor of DOL's final decision to be implemented at the job site.

If DOL does not approve the contractor's request, DOL's written response to HCCSD shall include information about the classification and wage rate that shall be used by the contractor at the job site. Upon receipt from DOL's response and instructions, HCCSD shall inform the general contractor of DOL's denial and of any instructions about the classification and wage rate to be used at the job site.

Additional classification criteria and procedures are discussed in more detail in DOL Regulations 29 C.F.R. §5.5 and HUD Handbook 1344.1.

1. **Site of Work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. That is the "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby property used by the contractor/subcontractor in the construction of the project (e.g. fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

C. Reporting Requirements

(i) Payrolls and Basic Records.

Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to their own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

- The name, address and social security number of each laborer and mechanic;
- His or her correct work classification(s);
- Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
- Daily and weekly number of hours worked, including any overtime hours;
- Gross amount paid;
- Deductions made and actual net wages paid;
- Evidence pertaining to any fringe benefit programs;
- Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

Grantee may obtain copies of the WH-347 from the HUD Labor Relations Field staff for their jurisdiction.

(ii) Certified Payroll Reports.

Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to

the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the HCCSD through the principal contractor.

- 1) **CPR format.** CPR information may be submitted in any form provided that the Grantee Labor Standards Designee can reasonably interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. HCCSD shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.
- 2) **Submission requirements.** CPRs shall be submitted for each employer beginning with the first week such employer performs work on the site of the work until the work has been completed for the project. CPRs shall be submitted promptly following the close of each such pay week.
- 3) **CPR preparation.** CPRs for each employer shall be numbered sequentially beginning with "1" for the first week that work was performed at the job site. The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
 - a. **Project and Employer Information.** Each payroll shall identify the employer's name and address, the project name and number, project address, and the week ending date. The payrolls shall include the *week dates* in the spaces provided and the payrolls shall be numbered sequentially.
 - b. **Employee Information.** The first payroll on which each employee appears shall contain the employee's name, address and unique employee number. Thereafter, the address only need to be reported if there is a change in such information or if another employee has the same name.
 - c. **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentice's or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and ratios shall also accompany the first CPR on which the first apprentice or trainee appears.
 - d. **Split Classifications.** For an employee that worked in a split classification, the employer shall make a separate entry for each classification of work performed distributing the hours of work for each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon total gross amount earned for all classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported.
 - e. **Hours worked at other job sites.** The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those "other jobs" hours should not be reported on the CPR. In these cases the employer should list the employee's name, classification, hours performed on this project only, and the rate of pay and gross earnings earned on this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.
 - f. **Rate of Pay.** Employers shall report the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer shall add the fringe benefit rate to the basic hourly rate of pay. Also, the employer shall list the overtime rate if overtime hours are worked.

- i. **Piece-work.** For any piece-work employee, the employer shall compute an *effective hourly rate of pay* for each employee each week based on the employee's piece-work earnings for that week. To compute the effective hourly rate of pay, the employer shall divide the piece-work earnings by the total number of hours worked each week, including consideration for overtime hours.

The effective hourly rate shall be reflected on the certified payroll and the hourly rate of pay may not be less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate of pay changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

NOTE that the overtime rate for piece-work shall be computed at one and one-half times the basic rate of pay plus any fringe benefits.

- ii. **Gross Wages Earned.** The employer shall show the gross amount of wages earned for work performed on this project. NOTE that the employees with work hours and earnings on other projects, the employer shall show gross wages for this project over gross earnings for all projects (for example, \$425.40/\$764.85) and base deductions and net pay for "all projects" earnings for that week.
 - iii. **Deductions.** The employer shall report the amounts of any deductions from the gross earnings. "Other" deductions shall be identified (for example, Savings Account, Loan Repayment, Child Support, etc.). Any voluntary deductions, that is, not required by law or by an order of proper authority, shall be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. Written authorization shall be signed by the employee and shall accompany the first payroll on which the deduction appears.
 - iv. **Net Pay.** The employer shall report the net pay on each payroll submitted.
- g. **Statement of Compliance (Weekly Payroll Certification).** Each weekly payroll shall be accompanied by a "Statement of Compliance." The Statement of Compliance shall be executed by the original signature of the principal executive of the employer or of a person authorized in writing by the principal. The Statement of Compliance shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
- 1. That the weekly payroll contains the information required to be maintained and that the information is correct and complete;
 - 2. That each laborer or mechanic (including each apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 C.F.R. Part 3; and
 - 3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. If the employer pays a portion of the required fringe benefits to programs and the balance directly to the employee, the employer shall explain those differences in the spaces provided on the Statement of Compliance. If the

employer pays the fringe benefits directly to the employees, then the employer shall add the cash equivalent of the fringe benefits to the reported basic hourly rate of pay.

- 4) **"No Work" payrolls.** Employers are not required to submit CPRs for weeks during which no work was performed on the site of the work provided that the CPRs are numbered sequentially and that the employer has provided written notice that its work on the project has been suspended.
- 5) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(iii) Other reports

- Quarterly Employment Data Report;
- Certificate From Contractor Appointing Officer or Employees to Supervise Payment of Employees;
- Section 3 Employment and Women/Minority Business Plan;
- Certificate for Contracts, Grants, Loans and Cooperative Agreements;
- Contractor and Subcontractor(s) Profile(s); and
- Section 3 Certification requirements

(iv) Inspection of Records and On-site Interviews.

Each employer shall make the required records (CPRs and related documents) available for inspection, copying or transcription by authorized representatives of the Grantee, HUD or DOL. In addition, each employer shall permit authorized representatives to interview employees during working hours on the job site. Failure by any employer to submit the required records or to make them available, or to permit on-site employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance or guarantee of funds. In addition, failure to submit the records on request or to make them available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(v) Requests by Outside Parties for Payrolls.

In order to protect the personal privacy interests of employees, copies of weekly payrolls shall not be released to outside parties and may be withheld under Exemption 6 of the Freedom of Information Act (FOIA) unless the employee's personal identifiers (e.g., name, address, social security number) are first deleted.

(vi) Confidentiality.

The identity of any person providing information concerning the labor standards compliance of any contractor or subcontractor shall not be disclosed in any manner to anyone other than the Grantee or Federal officials unless written consent is provided in advance by such person. Additionally, any portions of a statement or written document provided by such person, which would reveal the identity of the source shall not be disclosed without prior written consent. Disclosure of such statements and documents shall be governed by the provisions of the FOIA and the Privacy Act of 1974.

- a. **Privacy Act Release.** The Grantee's Labor Standards Designee shall make available a Privacy Act Release format to each person making a statement or providing documentation, which alleges

underpayment of wages. The format shall permit such person to indicate whether disclosure of identity is authorized.

The Grantee may develop a form for its use in its jurisdiction for this purpose.

- b. DOL investigatory materials.** From time to time, the DOL may furnish investigatory materials to the Grantee or HUD in the course of its administration and enforcement operations. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Grantee or HUD staff responsible for administering the contract without prior approval from the DOL.

Subrecipient shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements. Grantee will review all certified payrolls and conduct worker interviews and will hold the contractor responsible for compliance with labor, EEO, Section 3 employment opportunities and minority business requirements. The County, through Grantee, reserves the right to withhold funds from the general contractor to compensate workers in accordance with the appropriate wage scales as promulgated by the U.S. Department of Labor.

D. Compliance Violation(s) Provisions

As required by the Davis-Bacon Act and applicable Harris County Guidelines, the Subrecipient and the contractor, through the Subrecipient, shall be assessed fines for compliance violations.

- (i) The Grantee shall issue a written Notice of Non-Compliance or wage restitution letter detailing each violation as it arises with instructions on how to cure the violation. The Notice of Non-Compliance or wage restitution letter shall provide for a fifteen (15) to thirty (30) calendar day grace period from the date of the written notice or letter for corrective actions.
- (ii) Violations shall be punishable against the Subrecipient or the contractor, through the Subrecipient, on a per day/per violation basis and, provided the Grantee has not received reports documenting corrective actions.

- 16. The Subrecipient will not be permitted to perform any “force account work,” wherein the Subrecipient uses its own employees, materials, and/or equipment. All portions of construction work will be subject to the competitive bidding process referenced above.
- 17. The Subrecipient’s contractor shall furnish, deliver, and install one 4’-0” X 8’-0” temporary project sign according to Harris County specifications. The Subrecipient will ensure that the specifications will be made part of the project manual and the cost of the project sign will be included in all bids.
- 18. The Subrecipient’s contractor, on all building projects, shall furnish, deliver, and install one 18” X 24” bronze plaque, built according to Harris County specifications. The Subrecipient will ensure that the specifications be made part of the project manual and the cost of the plaque will be included in all bids.
- 19. The General Contractor and subcontractors are required to submit all Davis-Bacon and Related Acts (DBRA) and Section 3 compliance documents using the LCPTracker Labor Compliance Software system.

Exhibit D, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) 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 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.

(2) 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 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.

(3) 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 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. Code. 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.

Executed this _____ day of _____, 2020.

By: _____
(Signature)

(Type or Print Name)

(Title)

Covered Action: **CITY OF FRIENDSWOOD FOR THE FOREST BEND
DETENTION POND PROJECT D2017-052**

Exhibit E, CONFLICT OF INTEREST

All Applicants

The standards in OMB Circular A-110, Subpart C, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

CDBG and HOME Applicants Only

The CDBG regulations at 24 C.F.R. §570.611 and HOME regulations at 24 C.F.R. §92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient that is receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

☐	I certify that no conflict of interest exists between Harris County and _____ (Name of Organization)
☐	I certify that no conflict of interest exists between the subcontractors of and _____ (Name of Organization)
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
☐	I certify that a conflict of interest does exist between Harris County and _____ (Name of Organization)
☐	I certify that a conflict of interest does exist between _____ (Name of subcontractor) and _____ (Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

Signature of Authorized Agency Official	Date
Typed Name and Title	

EXHIBIT F, CONFLICT DISCLOSURE STATEMENT

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT (Instructions for completing and filing this form are provided on the next page.)		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY Date Received
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. _____ Signature of Local Government Officer AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath	

EXHIBIT F, CONFLICT DISCLOSURE STATEMENT, (p. 2)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

EXHIBIT G, CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.	2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

EXHIBIT G, CONFLICT OF INTEREST QUESTIONNAIRE, (p.2)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit H, DEED OF TRUST TO SECURE PERFORMANCE

Date: _____, 2020.

Grantor:

Grantor's Mailing Address:

SAMPLE

Trustee:

Lina Hidalgo, County Judge of Harris County Texas
(or her successor in office)

Trustee's Mailing Address (including county):

1001 Preston, Suite 911, Houston, Harris County, Texas 77002

Beneficiary:

Harris County, a body politic and corporate under the laws of
the State of Texas

1001 Preston, Suite 911, Houston,

Beneficiary's Mailing Address (including county):

Harris County, Texas 77002

Property (including improvements):

See Exhibit A attached hereto and made a part hereof for all purposes.

Prior Lien(s) (including recording information):

Other Exceptions to Conveyance and Warranty:

Easements, rights of way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments that affect the property.

GRANT

On or about _____, 2020, _____ and Harris County entered into an agreement for the acquisition of land or the construction/rehabilitation/renovation of a _____ utilizing Community Development Block Grant (CDBG) funds from the United States Government as authorized under Title I of the Housing and Community Development Act of 1974. Such Agreement is sometimes called "the Agreement" in this document.

Such Agreement was considered and approved by Commissioners Court on _____, 2020; the order approving the agreement is recorded at Vol. _____ Page _____ in the Harris County Clerk's Commissioners Court Minutes. The Agreement and Order approving the same is incorporated in this document by reference for all purposes.

Funds provided under the Agreement have been utilized to purchase the property by _____.

For value received and to secure performance of the obligations of Grantor contained on the Agreement and in this Deed of Trust Grantor conveys the property to Trustee in trust.

If Grantor performs all the covenants of this deed of trust and the Agreement, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expenses five (5) years from the date of funding, or when such funds have been expended for the purposes of the Project, or the Project is completed as described in Section III. TIME OF PERFORMANCE of the Agreement, whichever occurs at a later date.

Grantor warrants and agrees to defend the title to the property.

GRANTOR'S ADDITIONAL OBLIGATIONS

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments, if any, on the property when due and provide Beneficiary with evidence of such payment within ten days of such payment;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements to their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80 percent coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary ten (10) days prior to expiration;
7. If this is not a first lien, pay all prior lien Agreements and abide by all prior lien instruments;
8. Perform all obligations Grantor is required to perform in the Agreement;
9. Comply at all times with the terms of any restrictive covenants applicable to the property
10. Provide such financial reports and other documents as Beneficiary may from time to time request in order to assure that _____ is in compliance with this deed of trust and the Agreement.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If Grantor fails to perform any obligations, Beneficiary may perform those obligations and be reimbursed by the Grantor on demand at Beneficiary's address for any sums so paid, including attorney's fees, plus interest at 12 percent per annum. The sum to be reimbursed shall be secured by this deed of trust.
3. If Grantor fails to perform any of Grantor's obligations on this deed of trust or the Agreement or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - b. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on any sums owed Beneficiary.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent, give notice of the foreclosure sale as required by the Texas Property Code as then amended.
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyances and warranty; and
3. From the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to trustee of 5 percent of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amount required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain superior to liens later created.
5. If any portion of any sums owed to Beneficiary cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property; from private sales in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce any sums owed Beneficiary. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the receipts of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the agreement or this deed of trust. If Grantor defaults in performance of the Agreement or this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses insured in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Agreement and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted payment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all instruments concerning the debt.
9. Grantor hereby covenants, represents and warrants to Beneficiary that Grantor's intended occupancy, operation, and use of the Property do not and will not violate any applicable environmental law pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-75 (1986) as amended by the Superfund Amendments and Reauthorization Act, Publ. L. No. 99-499, 100 stat. 1613 (1986) ('CERCLA'), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-91 (1985) as amended from time to time ('RCRA'), the Texas Water Code, as amended from time to time, the Texas Solid Waste Disposal Act, as amended from time to time. Beneficiary makes no representations or warranties whatsoever to Grantor regarding the presence or absence of hazardous or toxic materials in, at or under the Property.
10. When the context requires, singular nouns and pronouns include the plural.
11. This deed of trust shall bind inure to the benefit of, and be exercised by successors in interest of all parties.

SECURITY AGREEMENT

1. In addition to creating a deed of trust on all the real and other property described above, Grantor also grants to Beneficiary a security interest in all property other than the realty pursuant to the Texas Uniform Commercial Code. Grantor grants to Beneficiary a security interest in all equipment, accounts, general intangibles, fixtures and other personal property used or acquired for use, on or in connection with the use or operation of the Property, or otherwise related to the Property and all products and proceeds thereof; all of which are hereinafter referred to as the Collateral for the purposes of this section of the deed of trust. In this section of the deed of trust the Beneficiary is sometimes called the Secured Party.
2. Debtor covenants and agrees with Secured Party that:
 - (a) In addition to and cumulative of any other remedies granted in this instrument to Secured Party or the Trustee, Secured Party or the Trustee may, upon or at any time after default under the instrument, proceed under the Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a Secured party under the Uniform Commercial Code, including without limitation the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or use the Collateral and any part or parts thereof in any manner authorized

- or permitted under the Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs expenses, attorney's fees and legal expenses incurred by Secured Party, and toward payment of the Indebtedness in such order or manner as Secured Party may elect. Among the rights of Secured Party upon and after the occurrence of an event of default, and without limitation, Secured Party shall have the right to take possession of the Collateral and to enter upon any premise where the same may be situated for such purpose without being deemed necessary, appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease other use or disposition as herein authorized. To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to the Debtor at the address designated at the beginning of this instrument (or if no address is designated, at Debtor's most recent address as shown by the records of the Secured Party) at least ten (10) days before the time of any public sale or disposition, or the date after which the Collateral will be sold or disposed of by private sale, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of any such notice.
- (b) Secured Party is expressly granted the right, at its option, to transfer at any time to itself to its nominee the Collateral or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Indebtedness or to apply it on the principal and interest or other amount owing on any of the Indebtedness, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshaling of assets or sale in inverse order of alienation, including any such rights with respect to the Collateral are hereby waived.
 - (c) All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or use of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein, and no other proof shall be required to establish the full legal propriety of the sale or other action or of any fact, condition or thing incident thereto and all recitals in any instrument shall be presumed conclusively to have performed or to have occurred.
 - (d) Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designed by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding preparing for sale, lease, or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorney's fees, legal expenses and costs shall be added to the Indebtedness secured by this instrument and Debtor shall be liable therefore,
 - (e) Should Secured Party elect to exercise its rights under said Uniform Code as to part of the personal property or fixtures described herein, this election shall not preclude any other exercise of the rights and remedies granted by the other Articles of this instrument as to the remaining personal property or fixtures.
 - (f) Secured Party may, at its election, at any time after delivery of this instrument, sign one or more copies hereof in order that such copies may be used as a financing statement under said Uniform Commercial Code. Said signature by Secured Party may be placed between the last sentence of this instrument and Debtor's acknowledgement or may follow Debtor's acknowledgement. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge, and security agreement or (unless otherwise required by applicable law) as a financing statement.
 - (g) So long as any amount remains unpaid on the Indebtedness, Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder, unless prior written specific consent and approval of Secured Party shall have been first obtained.
 - (h) Secured Party is authorized to file in any jurisdiction where Secured Party deems it necessary, a financing statement or statements and one or more continuation statement, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements, continuation statements or both pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording in all public offices at any time and from time to time whenever filing or recording of any financing statement, continuation statement or this instrument is deemed by Secured Party to be necessary or desirable.
 - (i) Certain of the Collateral is or will become "fixtures" (as that term is defined in said Uniform Commercial Code) on the real estate described or referred to in this instrument, and this instrument upon being filed for record in the real estate records of the county wherein such fixtures are situated shall operate also as a financing statement upon such of the Collateral which is or may become fixtures.

3. Debtor further warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral, Debtor is the legal and equitable owner and holder of the Collateral free of any adverse claim and free of any security interest or encumbrance except only those (if any) expressly hereinafter referred to or described, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that Debtor has not heretofore signed any financing statement directly or indirectly affecting the Collateral or any part thereof, and no such financing statement signed by Debtor is now on file in any public office except only those statement (if any) true and correct copies of which have been delivered to Secured Party.
4. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the property may be sold as a whole at Beneficiary's option and that the property need not be present at the place of sale.

VENDORS LIEN

The debt evidenced by the Agreement is in part payment of the purchase of the property; the debt is secured both by this deed of trust and by the vendor's lien on the property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust by reference.

RESTRICTIONS ON TRANSFER

If all or any part of the Property is sold, conveyed, leased for a period longer than three (3) years, leased with an option to purchase, or otherwise sold (including by contract for deed), without the prior written consent of the Beneficiary, then the Beneficiary may at Beneficiary's option declare the outstanding principal balance of the Agreement, plus accrued interest, to be immediately due and payable.

EXHIBIT I, REQUIRED FEDERAL GRANT CONTRACT PROVISIONS

Pursuant to 2 C.F.R. Part 200 Appendix II, the Contractor shall agree to the following, in addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:

- I.** 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, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II.** All contracts in excess of \$10,000 must 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.
- III.** Equal Employment Opportunity
 - (1) If this contract is a non-construction contract, the Contractor agrees as follows:
 - (a) 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.
 - (b) 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.
 - (c) 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.

- (d) 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.
 - (e) The Contractor will comply with all provisions of Executive Order 11246 - Equal Employment Opportunity, as Amended (Order 11246) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (f) 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.
 - (g) 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 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.
 - (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.
- (2) If this contract is a construction contract, the Contractor agrees as follows:
- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 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.

- (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.

IV. Davis Bacon Act

The Contractor hereby agrees to abide by the Davis-Bacon Act and Related Acts, including the Copeland “Anti-Kickback” Act. The Contractor shall require that all subcontractors abide by the Davis-Bacon Acts and Related Acts.

Applicability – The Davis-Bacon and Related Acts apply to all construction work financed in whole or in part with federal assistance including rehabilitation of residential property, if such property contains 8 or more units.

Exceptions – The provisions relating to wages pursuant to Davis-Bacon and Related Acts requirements in any contract or agreement for assistance, sale, or lease, shall not apply to any individual who performs services for which the individual volunteered, or does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor (DOL)) to all laborers and mechanics on federally funded and District of Columbia construction projects in excess of \$2,000.00. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Davis-Bacon wage rate applies to The U. S. Department of Housing and Urban Development (HUD) projects because of a labor provision contained in one of HUD’s “Related Acts” such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Economic Development Act of 1974, the National Affordable Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are referred to as the Davis-Bacon and Related Act or DBRA. The DOL has published rules and pertinent implementation information concerning Davis-Bacon and other laws in the Code of Federal Regulations (CFR). These regulations are found in Title 29 C.F.R. Parts 1, 3, 5, 6 and 7.

Part 1 of the DOL regulation (29 CFR) explains how the DOL establishes and publishes DBA wage determinations (e.g. wage decisions) and provides instructions on how to use the determinations. Part 3 of the DOL regulation (29 CFR) describes the Copeland Act. The Copeland Act (Anti—Kickback Act) makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions. Part 5 of the DOL regulation (29 CFR) covers the labor standards provisions relating to the Davis-Bacon Act wage rates and the responsibilities of Contractors and contracting agencies to administer and enforce the provisions. Part 6 of the DOL regulation (29 CFR) provides for administrative proceedings enforcing federal labor standards on construction and service contracts. Last, Part 7 of the DOL regulation (29 CFR)

sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

All suspected or reported violations shall be reported to the awarding agency.

V. Contract Work Hours and Safety Act

The Contractor hereby agrees to abide by the Contract Work Hours and Safety Act (40 U.S.C. 3701–3708). The Contract Work Hours and Safety Act (CWHSSA) require time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. The CWHSSA applies to both direct federal contracts and to indirect federally-assisted contracts except where the assistance is solely in the nature of loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for federal criminal prosecution. The Contractor shall include a provision requiring adherence to Contract Work Hours and Safety Act in all subcontracts.

VI. Patents and Copyrights

If this agreement results in any copyrightable material, the Grantee and/or the Grantor reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes. Recipients shall have no obligation to the federal government with respect to program income earned from license fees and royalties for copyrighted materials, patents, patent applications, trademarks, and inventions produced under this award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

VII. Federal Environmental Regulations

Contractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and all other relevant federal environmental regulations.

Contractors securing a contract in excess of \$100,000.00 will not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR 15.4.

Violations of this provision or of the aforementioned acts shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VIII. Debarment and Suspension

A contract award shall not be made with any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors shall not hire subcontractors on any of the aforementioned lists.

IX. Byrd Anti-Lobbying Amendment

In accordance with the Byrd Amendment, U.S. Code Title 31 Chapter 13 §1352 the Contractor shall certify and shall require that all subcontractors certify the following:

- 1) 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 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.
- 2) 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 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.

X. Solid Waste Removal

The Contractor shall comply and shall require subcontractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. Failure to comply

Failure to comply with any part these provisions constitutes a material breach of this Agreement. The event of such a breach may result in compensation being withheld or suspended, termination of the Agreement, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part200 and statutes and regulations related to the formation and execution of this Agreement. The Grantor and Grantee are also entitled to all relief available under 2 CFR Part200 and all statutes and regulations related to the formation and execution of this Agreement.

EXHIBIT J, CDBG-DR FEDERAL REGULATIONS

A grantee and all subgrantees shall abide by all local, state, and federal regulations of the Community Development Based Grant (CDBG). A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section and any applicable amendments.

(i) Contract provisions. A grantee and all subgrantees shall comply with the following:

1. Title I of the Housing and Community Development Act of 1974;
2. 24 CFR Part 570 Community Development Block Grants (CDBG) and Community Development Block Grants Disaster Recovery (CDBG-DR) regulations;
3. Public Law December 27, 2017 (Vol. 82, Federal Register 61320-61323) (Appropriation Act that provides funding specifically for Hurricane Harvey);
4. Uniform Relocation Act (URA) (29 CFR Part 24, et al.) (42 USC 4601-4655);
5. Davis-Bacon Act (40 U.S.C. 276a to 276a-7);
6. Citizen Participation Plan; Local Governments (24 CFR 91.105);
7. Contract Work Hours and Safety Standards Act (40 USC 327);
8. Kickbacks from Public Works Employees (18 USC 874);
9. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to The Contract Work Hours And Safety Standards Act) (9 CFR Part 5) (Section 110 of the Housing and Community Development Act of 1974), Copeland Anti-Kick Back (18 USC 874);
10. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and implementing regulations at 24 CFR Part 135;
11. Hatch Act (5 USC 1501-1508) (5 USC Chapter 15);
12. Insurance and Bonding (24 CFR 200);
13. Documentation and Record Keeping (24 CFR 570);
14. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (updated version of 24 CFR Part 85);
15. Procurement and Contractor Oversight (2 CFR 200);
16. Nondiscrimination (24 CFR Part 6), Architectural Barriers Act (42 USC 4151-4157) and the Americans with Disabilities Act (ADA) (42 USC 12131; 47 USC 155, 201, 218, and 225), State and Local Nondiscrimination Provisions, and Title VI of the Civil Rights Act of 1964 (24 CFR Part 1);
17. Affirmative Action (Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR Chapter 60), Women-and Minority-Owned Businesses (W/MBE) (2 CFR Part 200);
18. Limited English Proficiency (LEP) (Title VI of the Civil Rights Act of 1964; Executive Order 13166);
19. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) and Duplication of Benefits (42 U.S.C. § 5155);
20. National Environment Policy Act of 1969 (24 CFR Part 50);
21. Cash Management Improvement Act (31 CFR Part 205);
22. Government Debarment and Suspension and Governmentwide Requirements for Drug-Free Workplace (24 CFR Part 24) (Executive Order 12549: Debarment and Suspension);

23. Environmental Review (24 CFR Part 58); The Clean Air Act (42 USC 7401 et. Seq), Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency 40 CFR Parts 6, 51, 93), Federal Water Pollution Control Act (33 USC 1251, et seq.), Flood Disaster Protection (Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, Section 582 of the National Flood Insurance Reform Act of 1994, as amended – 42 USC 5154a), Lead Based Paint (24 CFR Part 35; 42 USC 4851-4856), Historic Preservation (National Historic Preservation Act of 1966);
24. Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170);
25. Section 104(d) Relocation and One-for-One Replacement Requirements (24 CFR Part 42); and
26. Whistleblower Protection Act (41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908; 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation); and
27. all applicable Federal Register Notices.

EXHIBIT K, GLO INFORMATION SECURITY APPENDIX

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Harris County shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Harris County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Harris County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Harris County and/or the GLO all Harris County-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Harris County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Harris County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the

purposes that make the return of Harris County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Harris County or the GLO may direct Contractor to destroy any Harris County-owned or GLO-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and Harris County and/or the GLO.

4. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- a. Contractor agrees to provide Harris County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Harris County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- a. Upon Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Harris County or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Harris County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning Harris County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Harris County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

And the following members absent, to-wit _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS COUNTY
AND THE CITY OF FRIENDSWOOD FOR THE FRIENDSWOOD FOREST BEND
DETENTION POND PROJECT**

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

	Yes	No	Abstain
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Radack	☐	☐	☐
Comm. Cagle	☐	☐	☐

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

RECITALS:

THIS AGREEMENT, is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein called the “Grantee,” and the City of Friendswood, a body politic and corporate under the laws of Texas, herein called, the “Subrecipient.”

WHEREAS, On August 25, 2017, Harris County sustained significant damage when Hurricane Harvey made landfall as a Category 4 hurricane and over the next four days dropped as much as 60 inches of rain along the Gulf Coast including Harris County that resulted in a Presidentially Declared Disaster;

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has allocated \$5.024 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the state of Texas in response to Hurricane Harvey, DR-4332, through the publication of the Federal Register, Vol.

H:\DR Infrastructure Team\2017 Floods Project Round 1\2017 Non-Housing Projects\City of Friendswood-Forest Bend Detention Pond\Order\DR- 2017 Floods_CDBG-DR_Agreement Boilerplate_Revised on 6.17.2019 (FriendswoodForest

83, No. 28, Friday, February 9, 2018; and an additional \$652,175,000 through the publication of the Federal Register, Vol. 83, No. 157, Tuesday, August 14, 2018.

WHEREAS, In the State of Texas Action Plan submitted to U.S. HUD on May 8, 2018 by the Texas General Land Office (GLO), the State made a direct allocation of \$1,115,386,830 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to Harris County; and

WHEREAS, The GLO on May 9, 2018 notified Harris County to complete a Supplemental Action Plan, for Hurricane Harvey Round 1 CDBG-DR funding, which will be amended into the State's Action Plan; and

WHEREAS, in accordance with GLO requirements, on July 10, 2018 the Harris County Commissioner Court approved the Harris County Supplemental Action Plan and resolved to submit the plan to the GLO; and

WHEREAS, on October 23, 2018 the Harris County Commissioner Court approved the Harris County Method of Distribution (MOD) and GLO has approved the MOD; and

WHEREAS, all of the Infrastructure Project Applications for the 2017 Hurricane Harvey Texas Community Development Block Grant Disaster Recovery Round Funding will be approved on Commissioners Court and submitted to the Texas General Land Office; and

WHEREAS, the GLO, and County DUNS No. 072206378 (each a "Party" and collectively "the Parties,") entered into a "Subrecipient Agreement" (the "Contract") on January 29, 2019 and subsequent Amendments, under the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program to provide financial assistance with funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in the areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*);

WHEREAS, the Grantee and Subrecipient desire to enter into an agreement whereby the Grantee will grant CDBG-DR funds to the Subrecipient for the purpose of Forest Bend Detention Pond Project, which is an eligible activity under the rules and regulations regarding CDBG-DR Program grant funds;

WHEREAS, the Subrecipient has submitted an application to the Grantee for CDBG-Disaster Recovery funding to implement the above-described Project and shall perform the activities in a manner satisfactory to the Grantee;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-DR funds; and

WHEREAS, the Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference to Harris County Community Services Department (HCCSD) for the support provided herein.

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

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

Section 2: The Executive Director of Harris County Community Services Department or their Designee is hereby authorized to execute an Agreement between Harris County and City of Friendswood for the partial funding of the Forest Bend Detention Pond Project, in the amount not to exceed \$3,426,022.00. The Agreement is attached hereto and made a part hereof for all purposes.

Section 3: The Harris County Community Services Department and its Executive Director or their Designee are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purpose of this Agreement.

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: April 6, 2020

Date submitted: 3/9/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2020-09: A resolution of the City Council of the City of Friendswood, Texas, approving a contractual agreement for dispatching services between the Forest Bend Fire Department and City of Friendswood; authorizing the Mayor to execute, and the City Secretary to attest, the agreement.

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Police Department proposes a resolution approving a revised contractual agreement for dispatching services between Forest Bend Volunteer Fire Department and the City of Friendswood. The original contractual agreement for dispatching services between Forest Bend Fire Department and the City of Friendswood was approved by City Council resolution on October 18, 2010. The agreement took effect on January 1, 2011. In the terms of the agreement, the Forest Bend Fire Department agreed to pay \$12,000 annually. City staff conducted a review of the agreement in the contract's tenth year.

The calls for service for the Forest Bend Fire Department have increased since the original agreement was made. The table below shows the calls for service from 2011 to 2019.

2011	2012	2013	2014	2015	2016	2017	2018	2019
310	286	349	375	397	511	673	569	564

Since 2011, there is an 81% increase in the calls for service dispatched to Forest Bend Volunteer Fire Department.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

In November 2019, the City entered into an agreement with Windsor EMS for dispatching services. In the terms of that agreement, Windsor EMS agreed to pay \$18,000 annually. The call volume for the Forest Bend Fire Department and Windsor EMS are compatible; therefore, it is our recommendation that the agreement with Forest Bend Fire Department be compatible. Since Forest Bend Fire Department's fiscal year begins on January 1, 2021, the effective date of the contract will be January 1, 2021.

The Police Department and Forest Bend Volunteer Fire Department recognize the importance of a partnership beneficial for our residents, especially in the area of public safety.

RECOMMENDATIONS

All entities endorse this proposed agreement and recommend Mayor and City Council approval of the resolution.

ATTACHMENTS

1. R2020-09 FBFD Contract
2. R2020-09 Exhibit A

RESOLUTION NO. R2020-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, APPROVING A
CONTRACTUAL AGREEMENT FOR DISPATCHING
SERVICES BETWEEN THE FOREST BEND FIRE
DEPARTMENT AND CITY OF FRIENDSWOOD;
AUTHORIZING THE MAYOR TO EXECUTE, AND THE
CITY SECRETARY TO ATTEST, THE AGREEMENT.**

* * * * *

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the Contractual Agreement for Dispatching Services between Forest Bend Fire Department and City of Friendswood, and compensation for such services in an amount equal to \$18,000 per year.

Section 3. That the Mayor and City Secretary are authorized and directed to execute and attest, respectively, the Contractual Agreement for Dispatching Services between Forest Bend Fire Department and City of Friendswood in substantially the same form as is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED AND RESOLVED on this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**EMERGENCY DISPATCHING SERVICES AGREEMENT
BETWEEN THE FOREST BEND FIRE DEPARTMENT, INC.,
AND THE CITY OF FRIENDSWOOD**

Introduction:

This Emergency Dispatching Services Agreement dated as of this ____ day of _____, 2020, is between the City of Friendswood, a home rule municipality, and Forest Bend Fire Department, a non-profit, limited liability corporation existing in the State of Texas.

Recitals:

WHEREAS, fire suppression and emergency medical services are a public necessity for the citizens of Harris County; and

WHEREAS, the City of Friendswood (CITY) has facilities and personnel for emergency dispatch operations that Forest Bend Fire Department (FOREST BEND) does not; and

WHEREAS, Forest Bend Fire Department (FOREST BEND) desires to contract with the City of Friendswood (CITY), to provide emergency dispatching services for citizens served by the Forest Bend Fire Department; and

WHEREAS, The City of Friendswood (CITY) has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the CITY and FOREST BEND FIRE DEPARTMENT (jointly known as Parties) contract and agree as follows:

I.

Services Provided

The City of Friendswood will maintain and operate an Emergency Communications Center which will provide a central facility for the receipt of emergency and non-emergency communications (whether oral, written, telephonic, radio or other means) directed to Forest Bend Fire Department (FOREST BEND), and for the dispatching of FOREST BEND FIRE DEPARTMENT personnel and equipment, either by oral communication, radio, telephone or other electronic means, within the geographic area served by Forest Bend Fire Department.

II.

Payment by Forest Bend Fire Department for Emergency Dispatch Services

In consideration of the performance of the Services described herein, FOREST BEND FIRE DEPARTMENT shall pay CITY a monthly contract value of \$1,200.00 in monthly payments due on the 20th of each month beginning on or before March 20, 2020, and continuing through November 20, 2020, and thereafter, FOREST BEND FIRE DEPARTMENT shall pay CITY a monthly payment of \$1,500.00 beginning on or before December 20, 2020 and continuing each month thereafter through February 20, 2023.

If laws and ordinances (e.g., labor, benefits, insurance, training, certifications) are enacted that increase the CITY costs to supply Services, the actual direct and indirect financial impact of said laws shall be added to the monthly fee.

III.

Responsibilities of Forest Bend Fire Department

Forest Bend Fire Department will utilize standard industry radio communications at all times. All units must be equipped with a current approved radio capable of communicating directly with the CITY Police Department and Dispatch. Personnel and equipment must be equipped with an appropriately programmed radio. Radios must be programmed with an approved template provided by the City of Friendswood (CITY) to provide inter-operative communications.

Forest Bend Fire Department and City Dispatch will agree to protocols and procedures required for Services pursuant to this Agreement, including the following:

The Friendswood Police Department will be responsible for the original notification and continued communication of information that it receives into the Telecommunications Center. The dissemination of that information will be in the following protocol:

1. The primary form of incident notification (the alerts for a call for service) and incident data for service for Forest Bend Fire Department (FOREST BEND) will be through radio communications and/or the use of radio tones. This notification will be sent out by the Police Department's Telecommunications Center via the Police Department's radio communications equipment to 700/800 MHz Motorola Apex radios and Motorola Minitor VHF (151.445/159.225 frequency) pagers. These radio and pager systems are intrinsically reliable and provide the responding FOREST BEND FIRE DEPARTMENT personnel with the most essential first responder information.
2. The secondary form of incident data information will be through the Police Department's CAD system. The CITY will provide access to CAD for all Forest Bend Fire Department call-for-service information and the FOREST BEND FIRE DEPARTMENT billing requirements.

3. The additional method of incident notification and incident data information will be through FOREST BEND FIRE DEPARTMENT sponsored third-party applications, where members can subscribe to e-vendors for FOREST BEND FIRE DEPARTMENT call information and notifications on their personnel mobile devices. It will be at the discretion of FOREST BEND FIRE DEPARTMENT leadership what applications are utilized and in what manner. The application needs to be approved by the League City Consortium and any change in vendors needs to be communicated with the CITY. The use of these applications must be reviewed/audited at least quarterly to ensure functionality, membership status, and the accuracy of contact information within the application.
4. A data transfer interface will be provided to allow CAD call information to be populated into incident reporting systems including those used for FOREST BEND FIRE DEPARTMENT Billing and patient care reports.

IV.

Responsibilities of the City of Friendswood

CITY shall provide the following to FOREST BEND FIRE DEPARTMENT:

- (a.) 9-1-1 dispatch services provided by the Friendswood Police Department Communications Division.

V.

Contract Default

The monthly fees set forth in Paragraph II of this Agreement is payable upon execution of this Agreement, and on the anniversary date for each succeeding year, in advance. If Forest Bend Fire Department has not paid any of the compensation described in Paragraph II within the time allowed by this Paragraph it shall be considered in default. In the event of default by Forest Bend Fire Department, all emergency communications services to be provided by the City of Friendswood under this agreement may be suspended ninety (90) days after written notice of default is given to Forest Bend Fire Department. The default may be cured by full payment of all past due fees and collection charges within thirty (30) days after suspension of service, where upon emergency communications services shall be restored. If Forest Bend Fire Department is in default two or more times after the inception of this Agreement, it is subject to forfeiture of all rights under this Agreement and to permanent loss of all rights to receive emergency communications services from the City of Friendswood. Under no circumstances shall the City of Friendswood accept liability for providing or failure to provide emergency communication services to Forest Bend Fire Department for being in default as per the terms of this Agreement.

VI.
Governing Laws

The obligations of the City of Friendswood and Forest Bend Fire Department shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any dispute arising out of the performance of this Agreement shall lie in court of competent jurisdiction in Galveston County, Texas.

VII.
Entire Agreement and Severability

This Agreement and any amendments thereto, contain the entire agreement between the City of Friendswood and Forest Bend Fire Department for emergency dispatching services. No variations, modifications or changes shall be binding unless in writing. The phrases, clauses, sentences, paragraphs or sections of this agreement are severable and, if any phrase, clause, sentence paragraph, or section of this agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

VIII.
Indemnification and Insurance

Forest Bend Fire Department agrees to indemnify, defend, and hold harmless the City of Friendswood (CITY), its officers, officials, agents, and employees from and against any and all claims, loss, damages, suits, causes of action, or 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, arising out of, or in conjunction with the work done by or caused by, or any acts or omissions of Forest Bend Fire Department (FOREST BEND), its officers, employees, agents or subcontractors, relating to any of the FOREST BEND FIRE DEPARTMENT duties, obligations, or its performance under this Agreement.

Insurance Requirements:

Forest Bend Fire Department (FOREST BEND) agrees to keep the following Insurance in full force and effective during the term of this Agreement and name the City of Friendswood (CITY) as an additional insured:

Comprehensive General Liability: occurrence type insurance:

1. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence.
2. Property Damage \$100,000 per occurrence.
3. Minimum aggregate policy year limit \$1,000,000.

Forest Bend Fire Department (FOREST BEND) will notify City at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to City at least ten (10) days following coverage renewals or changes.

IX.

Term

The initial term of this Agreement shall begin on March 1, 2020 (Effective Date) and shall be in force and effect for three (3) years, ending on February 28, 2023. The Agreement may be extended for two (2) intervals of one (1) year each, upon mutual agreement of the governing body of Parties.

X.

Termination

This Agreement may be terminated in the following ways:

- (a.) After the initial term or agreed extensions of this Agreement has expired, CITY or FOREST BEND FIRE DEPARTMENT may terminate this Agreement by giving the other party at least one hundred eighty (180) days prior written notice of the termination. CITY must continue to provide service to FOREST BEND FIRE DEPARTMENT (FOREST BEND FIRE DEPARTMENT) during this time; or
- (b.) This Agreement may be terminated upon written, mutual agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written on this Agreement.

CITY OF FRIENDSWOOD, TEXAS

BY: _____

Morad Kabiri, City Manager

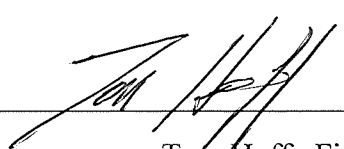
ATTEST:

BY: _____

Melinda Welsh, City Secretary

FOREST BEND FIRE DEPARTMENT, INC.

BY: _____


Tom Hoff, Fire Chief

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: April 6, 2020

Date submitted: 3/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2020-10: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving the appointment of a representative to the Public Power Pool.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

When the City of Friendswood joined the Texas Conference of Urban Counties Aggregation Project, Inc. (Public Power Pool or P3) in 2002, Roger Roecker, Director of Administrative Services at the time, was pointed as the City's Representative to vote on the P3's bylaws changes, nominate and elect P3 Board members, receive and review P3 procurement proposals and confirm the City's list of accounts with P3.

The City's Representative was not changed upon Roger's promotion to City Manager nor upon his retirement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Appointing a current staff member to serve as the Representative ensures the City's interests are represented on decisions governing P3 operations.

RECOMMENDATIONS

Staff recommends Katina Hampton, Director of Administrative Services, be appointed as the City's Representative to P3.

ATTACHMENTS

1. R2020-10 Public Power Pool (P3) Representative
2. P3 Letter Requesting Representative Appointment

RESOLUTION NO. R2020-10

**A RESOLUTION OF THE CITY OF FRIENDSWOOD,
TEXAS, GALVESTON/HARRIS COUNTIES, APPROVING
APPOINTMENT OF A REPRESENTATIVE TO THE
PUBLIC POWER POOL.**

* * * * *

WHEREAS, the City of Friendswood, Texas has previously joined the Texas CUC Aggregation Project, Inc., d/b/a/ Public Power Pool, or P3; and

WHEREAS, when the City of Friendswood, Texas joined P3 it appointed Roger Roecker as Representative; and

WHEREAS, the Bylaws of P3 require that the City Council of each member appoint a Representative to act on the City's behalf; and

WHEREAS, the Representative originally named can no longer serve in that capacity.

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

Section 1. That Katina Hampton, Director of Administrative Services, be appointed as the successor Representative of the City of Friendswood to P3.

Passed, approved and adopted this 6th day of April, 2020.

Mike Foreman
Mayor

Attest:

Melinda Welsh, TRMC
City Secretary



Public Power Pool

Marad - Thanks for visiting with me last month. Please let me know if you have any questions. David

500 W. 13th St. Austin, TX 78701 Ph 512-233-5780 Fx 512-233-5781 www.publicpowerpool.org

Date: February 10, 2020

To: Public Power Pool Representative

From: David Quin, Program Manager

Re: **Appointment of a Representative to Public Power Pool**

Public Power Pool (P3) requires the governing body of each member to appoint a Representative as its official representative to P3. P3 Representatives vote on changes to our Bylaws, nominate and elect P3 Board members, receive and review P3 procurement proposals, and confirm your entity's list of accounts.

Currently we have no Representative on record for City of Friendswood. You can appoint yourself or a member of your governing body as the P3 Representative. Some P3 members have appointed facilities managers, treasurers, auditors, secretaries and attorneys as their Representatives.

Please make your designation on the attached forms and return it to us at 500 W.13th St., Austin, TX 78701 or by e-mail it to p3@publicpowerpool.org as soon as possible. Please don't hesitate to contact me at 512.233.5780 should you have any questions.

Sincerely,


David Quin
Program Manager

Public Power Pool Representative: _____

Title: _____

Political Subdivision: _____

Mailing Address: _____

Phone: _____

Fax: _____

Email Address: _____

Signature: _____

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: April 6, 2020

Date submitted: 3/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2020-11: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving a change in the Capital Lease Agreement Project and equipment description.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City's Parks and Recreation Department would like to purchase a Bobcat Tool CAT loader instead of the one ton dump truck approved in the FY20 adopted budget and included in the capital equipment lease agreement between the City and BB&T (Truist) signed in December 2019.

Parks and Recreation purchased a dump trailer in March 2019 which serves the department better than would the one ton dump truck.

The Tool CAT is multi-purpose and can function as a loader, excavator, parking lot sweeper, tree branch remover, be used for T-post installations for special events.

BB&T (Truist) will allow a change in use of the capital lease agreement project and equipment description with approval of a resolution by City's governing body.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Parks and Recreation's current Tool CAT machine is 14 years old and undergoes costly repairs and maintenance on a regular basis which takes it out of services for days or weeks at a time. A new Tool CAT machine will improve work productivity.

RECOMMENDATIONS

Staff recommends approval of the resolution allowing the change in use of the capital lease agreement project and equipment description to allow the purchase of a new Tool CAT machine.

ATTACHMENTS

1. R2020-11 Approving Change in Capital Lease Agreement Project and Equipment Description

RESOLUTION NO. R2020-11

**A RESOLUTION OF THE CITY OF FRIENDSWOOD,
TEXAS, GALVESTON/HARRIS COUNTIES, APPROVING
A CHANGE IN THE CAPITAL LEASE AGREEMENT
PROJECT AND EQUIPMENT DESCRIPTION.**

* * * * *

WHEREAS, the City of Friendswood, Texas (the "City") has determined to change the terms of the project and equipment description as defined in that Lease Agreement (the "Original Agreement") by and between the City and Truist Bank ("Truist" formerly Banking Branch & Trust) dated as of December 20, 2019; and

WHEREAS, the changes to the terms of the project and equipment description include amending the collateral to remove the one-ton dump truck, and to add a Tool CAT loader.

NOW, THEREFORE BE IT RESOLVED by the governing body of the City of Friendswood, Texas that the proposed changes to the project and equipment description of the Original Agreement are hereby approved and the officers designated to sign financing documents are hereby authorized and directed to take such action as may be necessary to effectuate such changes. All other terms and conditions of the Original Agreement and the project and equipment description thereof remain in full force and effect.

Passed, approved and adopted this 6th day of April, 2020.

Mike Foreman
Mayor

Attest:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/25/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2020-12: A resolution by the City of Friendswood, Texas, suspending the May 4, 2020, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to implement interim grip rate adjustments for gas utility investment in 2018 and requiring delivery of this resolution to the company and legal counsel.

Originating Department: City Attorney

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

On March 5, 2020, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas-Texas Coast Division ("CenterPoint" or "Company") filed an Interim Rate Adjustment ("GRIP"). The Company is seeking recovery of \$37,937,732 in invested capital. This will increase rates to residential customers by \$0.67 per month. The increases is currently scheduled to go into effect on May 4.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Under the GRIP statute, cities may not challenge the Company's request. The only action you may take is to suspend the effective date of the rate increase by 45 days.

RECOMMENDATIONS

In light of the current coronavirus pandemic, it will benefit our residents to delay the start of the rate increase from May 4 to June 19.

It is recommended that this Resolution be adopted.

ATTACHMENTS

1. R2020-12 CenterPoint Texas Coast Division GRIP Suspension

RESOLUTION NO. R2020-12

A RESOLUTION BY THE CITY OF FRIENDSWOOD, TEXAS SUSPENDING THE MAY 4, 2020 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2018 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

* * * * *

WHEREAS, the City of Friendswood, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas–Texas Coast Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2020, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 4, 2020; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

Section 1. That the May 4, 2020, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code

§ 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

Section 2. That a copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED, APPROVED AND ADOPTED this the 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-10: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 54, Offenses and Miscellaneous Provisions, Article III., Protection of Citizens, Employees, Municipal Property by amending Section 54-48 entitled "Interfering with City Officers and Employees"; providing a penalty of an amount not to exceed \$500.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

Originating Department: City Attorney

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This ordinance was originally adopted in July, 2000, and it is being updated to include "interns" since the City has recently entered into an agreement with Friendswood Independent School District to participate in their High School Intern Program to include members of the IT and the Fire Marshal's Office. There are also interns that assist Jeff Newpher during City Council and Planning and Zoning Commission meetings and other media productions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Recommend approval of this Ordinance.

ATTACHMENTS

1. Ord 2020-10 Amending Sec. 54-48

ORDINANCE NO. T2020-10

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III., PROTECTION OF CITIZENS, EMPLOYEES, MUNICIPAL PROPERTY BY AMENDING SECTION 54-48 ENTITLED “INTERFERING WITH CITY OFFICERS AND EMPLOYEES”; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$500.00 FOR EACH VIOLATION; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the “City”) is desirous of protecting its employees, visitors to the City, its citizens and municipal property; and

WHEREAS, the City expects certain standards of conduct from its employees, and it has similar expectations that visitors and citizens will treat City employees in a like manner; and

WHEREAS, the City Council wishes to make clear its intention to protect employees, finds and determines that the following amendment will promote the public health, safety and welfare of the employees and citizens of the City.

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

Section 1. That Chapter 54 of the Code of Ordinances entitled “Offenses and Miscellaneous Provisions”, Article III., Protection of Citizens, Employees, Municipal Property, is hereby amended by amending Section 54-48, to read as follows:

“Sec. 54-48.- Interfering with city officers and employees.

- (a) For the purposes of this section, an officer or employee includes any permanent or temporary employee of the City, interns, any work-study or educational program hires, the mayor, city council members and the members and alternate members of the boards, commissions and committees of the City.
- (b) No person shall carelessly or willfully interfere with, hinder or obstruct any officer or employee of the City who is engaged in, en route to or returning from the performance of official duties, whether such interference, hindrance or obstruction is by threat, assault, harassment or other behavior.”

Section 2. That a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

Section 3. That all other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. That in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 2nd day of March, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-11: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by amending Section 14-356 entitled "Barrier Requirements"; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

Originating Department: Community Development

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

When the 2018 International Code for One-and Two-Family Dwellings was adopted in Ordinance No. 2019-44, it no longer included the barrier requirements for swimming pools to be completely surrounded with a fence, wall or other solid structure. Instead of adopting a separate code for swimming pools, this Ordinance is being presented for adoption to reaffirm that these barrier requirements comply with the requirements of Appendix G of the 2012 International Residential Code for One-and Two-Family Dwellings.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Recommend this Ordinance be adopted.

ATTACHMENTS

1. Ord 2020-11 Amending Sec. 14-356 Pool Barrier requirements

ORDINANCE NO. T2020-11

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 14, BUILDING AND BUILDING REGULATIONS, ARTICLE VIII., SWIMMING POOLS BY AMENDING SECTION 14-356 ENTITLED “BARRIER REQUIREMENTS”; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the “City”) is continually reviewing the provisions of the Code of Ordinances relating to eliminating hazards, nuisances and other circumstances which negatively impact the health, safety and well-being of residents, citizens and habitants; and

WHEREAS, the City Council finds and determines that the following amendment will promote the public health, safety and welfare of the citizens of the City.

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

Section 1. That Chapter 14 of the Code of Ordinances entitled “Building and Building Regulations”, Article VIII., Swimming Pools, is hereby amended by amending Section 14-356, to read as follows:

“Sec. 14-356.- Barrier requirements.

Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, shall at all times maintain upon the lot or premises on which the swimming pool is located, and completely surrounding the swimming pool, lot or premises, a fence, wall or other solid structure designed to

comply with the requirements of Appendix G of the 2012 International Residential Code for One- and Two-Family Dwellings.”

Section 2. That a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 3. That all other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. That in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 2nd day of March, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-12: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II., Fire lanes by amending Sections 82-62 through 82-71 regarding Fire Lane Requirements, Enforcement and Penalties for violation of division; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

Originating Department: Fire Marshal

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

While reviewing the Code of Ordinance provisions relating to health, safety and the welfare of our citizens, it was time to update and amend the fire lane provisions relating to when a fire lane is required, their specifications, markings, offense clauses relating to destruction of fire lane or tow-away signs, abandonment or closing, parking prohibited, enforcement provisions, and the penalty for violations.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Recommend this Ordinance be adopted.

ATTACHMENTS

1. Ord 2020-12 Amending Sec. 82-62-82-71. Fire Lanes

ORDINANCE NO. T2020-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 82, TRAFFIC AND VEHICLES, ARTICLE II., FIRE LANES BY AMENDING SECTIONS 82-62 THROUGH 82-71 REGARDING FIRE LANE REQUIREMENTS, ENFORCEMENT AND PENALTIES FOR VIOLATION OF DIVISION; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the “City”) is continually reviewing the provisions of the Code of Ordinances addressing the health, safety and well-being of residents, citizens and habitants; and

WHEREAS, the City Council finds and determines that the following amendment will promote the public health, safety and welfare of the citizens of the City.

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

Section 1. That Chapter 82 of the Code of Ordinances entitled “Traffic and Vehicles”, Article II., Fire Lanes, is hereby amended by amending Sections 82-62 through 82-71, to read as follows:

“DIVISION 2. – FIRE LANES

Sec. 82-62. When required.

No building or any type of construction for occupancy shall be constructed in such a manner that any part of the structure is more than 150 feet from a public street or highway; provided, however, that such structure may be erected at a greater distance if the owner designates, constructs and maintains a fire lane or access easement having a minimum width of 20 feet and a minimum height clearance of 20 feet terminating within

100 feet of the furthest point of such structure; provided, further, however, that no fire lane shall be required for any single-family or duplex building.

Sec. 82-63. - Specifications.

Any fire lane more than 100 feet in length shall either connect at each end to a dedicated street or be provided with a turnaround having a minimum radius of 50 feet, excluding cul-de-sac medians, when measured from curb to curb. All fire lanes shall be maintained and kept in a state of good repair at all times by the owner, manager or person in charge of the premises, and the city shall never be responsible for the maintenance thereof. The fire marshal or his authorized representative is hereby authorized to designate adequate fire lanes and/or turnarounds to any building when deemed necessary for fire department access in the event of fire in such building.

Sec. 82-64. - Markings.

(a) Signs.

- (1) The owner, manager, or person in charge of any building, for which fire lanes have been approved by the fire marshal or his authorized representative, shall post and maintain appropriate signs in conspicuous places along such fire lanes stating: "No Parking-Fire Lane." Such signs shall be 12 inches wide and 18 inches high, with a companion sign 12 inches wide and six inches high stating: "Tow-Away Zone."
- (2) Any "No Parking-Fire Lane" or "Tow-Away Zone" sign shall be painted on a white background with symbols, letters and borders in red, using not less than two-inch lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches above finished grade. Signs shall be spaced no more than 30 feet apart. Signs may be installed on buildings, walls or fences, as approved by the fire marshal.
- (3) Where the placement of such signs is not applicable or when, in the opinion of the fire marshal or his representative, such signs would cause a burden on the management, curb markings or striping may be used.

- (b) *Curb markings/stripping.* Any "No Parking-Fire Lane" or "Tow-Away Zone" curb markings or striping shall be painted on a red background, with symbols and letters in white. Such lettering shall be a minimum of four inches in height at 30- foot intervals on the red background markings along both sides of the fire lanes. Such lettering shall state: "No Parking-Fire Lane-Tow-Away Zone." Fire lanes marked on pavement surfaces shall be marked by lines of red traffic paint 12 inches in width to show the boundaries of the lane. Where a curb is available, the striping shall be in the vertical face of the curb.

Sec. 82-65. - Destruction of fire lane or tow-away sign.

It is hereby declared unlawful for any person, without lawful authority, to attempt to or in fact alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow-away zone erected under the terms of this division.

Sec. 82-66. - Abandonment or closing.

No owner, manager or person in charge of any premises served by a required fire lane shall abandon or close such fire lane without written permission of the city fire marshal.

Sec. 82-67. - Parking prohibited.

- (a) No person shall park, place, allow, permit, or cause to be parked, placed or remain unattended, any motor vehicle, trailer, boat or similar obstruction within or upon an area designated as a fire lane and marked by an appropriate marking.
- (b) Any motor vehicle, trailer, boat or similar obstruction found parked or unoccupied within an area designated as a fire lane as required by this division is hereby declared a nuisance per se and any such motor vehicle, trailer, boat, or similar obstruction parked or unoccupied in such manner as to obstruct, in whole or in part, any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed or permitted to be parked or placed such obstruction within a fire lane.

- (c) The records of the state highway department or the county highway license department showing the name of the person to whom the state highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named person.

Sec. 82-68. - Modifications to requirements of division.

The fire marshal shall have the power to modify any of the provisions of this division upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of this division, provided that the spirit of this division shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the fire marshal thereon shall be entered upon the records of the city and a signed copy shall be furnished to the applicant.

Sec. 82-69. - Enforcement; issuance of citations; impoundment of obstructions.

- (a) The fire marshal or any member of the fire marshal's office designated by the fire marshal, or the chief of police or any member of the police department designated by the chief of police, is hereby authorized to issue parking citations for any motor vehicle, trailer, boat or similar obstruction found parked or unattended in or upon a designated fire lane and may have such obstruction removed by towing it away. Such vehicle or obstruction may be redeemed by payment of the towing and storage charges.
- (b) No parking citation shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the municipal court for any provision of this division by the redemption of the obstruction from the storage facility.

Sec. 82-70. - Submission of plats; duties of contractors.

- (a) Prior to the issuance of a building permit, plats with designated fire lanes shall be submitted to the building inspection department for review by the fire marshal, who then will approve or disapprove the designated fire lanes and indicate the needed signs and pavement markings. One of these plats shall be

retained by the fire marshal.

- (b) The contractor or person in charge of any construction site for commercial, industrial, mercantile, educational, institutional, assembly, hotel, multifamily dwelling, or mobile home park occupancies shall provide and maintain during construction an approved all-weather fire lane, not less than 20 feet in width, as shown on approved plats. Final paving of such fire lane shall be completed prior to the issuance of any certificate of occupancy.

Sec. 82-71. - Penalties for violation of division.

That a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.”

Section 2. That all other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. That in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 2nd day of March, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-13: First reading of an ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.

Originating Department: City Attorney

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The last electric franchise expired in 2014 and Centerpoint Energy has continued to pay the City a sum of 2% of gross receipts for each year excluding receipts for street lighting. This Ordinance continues to grant Centerpoint Energy a non-exclusive right to erect, maintain, operate and remove electric lines and pertinent facilities over, under, across and along the streets and other public property in the City for a 30 year period. This franchise allows Centerpoint Energy to provide electric service within the City of Friendswood and adjacent areas and transporting electric energy to, from and beyond the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this Ordinance is adopted, the annual payment from Centerpoint Energy to the City will change from the current annual payment of \$132,083 to \$139,238. The annual payment shall never get less than the \$139,238, and is calculated using an equation multiplying \$139,238.78 by the Annual Adjustment Factor, which is a fraction, with the numerator being the kilowatt hours (k Wh) delivered by Centerpoint Energy within the City, inclusive of street lighting, in the previous calendar year and the denominator being the 89,685,949 k Wh which the amount delivered in 2018. The annual amount may increase, based on the amount of k Wh delivered within the City each year.

RECOMMENDATIONS

Recommend adoption of this Ordinance for an electric franchise with CenterPoint Energy.

ATTACHMENTS

1. Ord 2020-13 Friendswood Electric

ORDINANCE NO. 2020-13

AN ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS, GRANTING AN ELECTRICAL FRANCHISE TO CENTERPOINT ENERGY PURSUANT TO TEXAS UTILITIES CODE §§ 33.008, 181.042, AND 181.043; STATING A PURPOSE; PROVIDING FOR A TERM OF 30 YEARS; PROVIDING FOR THE LOCATION OF FACILITIES; PROVIDING FOR REPAIR OF EXCAVATIONS AND OBSTRUCTIONS; PROVIDING FOR INDEMNITY TO THE CITY OF FRIENDSWOOD PROVIDING FOR STREET RENTAL; REPEALING THE FORMER FRANCHISE, WHICH IS ORDINANCE NO. 84-16A OF THE CITY OF FRIENDSWOOD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

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

Section 1. Parties. The City of Friendswood, Texas, herein called the City, a municipal corporation created under Title 28 of the Texas Revised Civil Statutes, hereby grants the nonexclusive right, privilege, and franchise herein stated to CenterPoint Energy, a corporation, its successors and assigns, herein called Grantee or Company.

Section 2. Power to Grant Franchise. Pursuant to the Home Rule Charter of the City of Friendswood, Texas, Sec. 9.02, the City Council shall have the power by ordinance to grant, renew, extend and amend all franchises of all public utilities of every character operating within the City. No franchises shall be for an indeterminate period, and no franchise shall be granted for a term of more than 30 years from the date of grant, renewal or extension.

Section 3. Grant not to be Exclusive. Pursuant to the Home Rule Charter of the City of Friendswood, Texas, Sec. 9.04, no grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of any such grant shall be exclusive.

Section 4. Right to Regulate. To the extent permitted by state law and pursuant to Home Rule Charter of the City of Friendswood, Texas, Sec. 9.07, “All grants, renewals, extensions or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City: (a) to repeal the same by ordinance at any time for failure to

begin construction or operation within the time prescribed or otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing; (b) to require an adequate extension of plant and service as is necessary to provide adequate service to the public, and maintenance of the plant and fixtures at the highest reasonable standard of efficiency; (c) to establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates; (d) to prescribe the form of accounts kept by each utility franchise; (e) to impose reasonable regulations to insure safe, efficient and continuous service to the public. The franchise holder in opening and refilling of all earth openings shall relay the pavement and to all other work necessary to complete restoration of streets, sidewalks or grounds to a condition equally as good or better as when disturbed.”

Section 5. Nature of Grant. The City, acting pursuant to Texas Utilities Code Sections 33.008 and 181.043, hereby grants to Grantee a nonexclusive right, privilege, and franchise to use the City’s Public Rights-of-Way to construct, maintain, remove, and operate transmission and distribution lines and pertinent facilities over, under, across, upon, and along the streets, alleys, and other public property in the City for the purpose of conducting an electric delivery business and to use its facilities for any other business purpose as the Grantee may desire from time to time.

Section 6. Purpose. This franchise is granted for the purpose of providing electric service within the City and adjacent areas and transporting electric energy to, from, and beyond the City.

Section 7. Term. This franchise shall exist for the term of 30 years from date of passage.

Section 8. Location of Facilities. All poles erected by Grantee pursuant to the authority herein granted shall be of sound material and reasonably straight and shall not be set in any gutter or drain or drainage ditch. Grantee’s poles and other facilities shall be placed and erected in such a manner as not to interfere with traffic, and the location, relocation, construction, and manner of erection of such poles and facilities shall at all times be subject to the reasonable and lawful exercise of the police power of the City. No paving cuts of City property shall be made by Grantee without first obtaining the permission of the City or the City official to whom this responsibility is delegated. However, such paving cuts on City property may be made in order to make emergency repairs to Grantee’s lines or equipment provided that Grantee notify the City official of such paving cuts as promptly as possible after beginning the work but not later than the

close of business on the next business day after the repairs are made. Grantee, whenever ordered to do so by the governing body of the City, shall at its own expense, relocate, alter or remove its facilities placed or maintained by Grantee under this franchise when the relocation, altering or removal thereof may be reasonably necessary in the reconstruction or construction of any public work project undertaken or directed by the City. The City acknowledges that any modifications to the Grantee's facilities may affect the safety and reliability of electric transmission and delivery within the City and the City hereby agrees to consult with Grantee on any such rearrangement, relocation, alteration or removal before ordering Grantee to do so. Notwithstanding the foregoing, Grantee shall not be responsible for relocation costs:

a. whereby City application, specific monies can be and are obtained from federal and state sources for relocation costs, provided that no City matching funds would be required, the scope of the City project would not be diminished, and the City would not be required to spend additional monies;

b. the facilities to be moved were originally installed at the City's request (*i.e.*, streetlights);

c. if the specific excavation, construction or relocation is done to accommodate the actions or plans of private individuals or entities, then such private individuals or entities shall be responsible for the relocation costs, provided that in no event shall the City be liable for such relocation costs; or

d. state or federal law requires the City to pay for such relocation.

Section 9. Permits. The Franchise shall constitute a permit to perform all work on Grantee's System within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of-Way when necessary for the installation, removal, operation or maintenance of Grantee's System. Grantee and contractors performing work for Grantee shall not be required to obtain any permits in addition to the Franchise or to pay any fee in addition to the Annual Franchise Fee in order to perform work on Grantee's System or to park within the Streets and other Public Rights-of-Way. Grantee shall give City reasonable notice of the dates, location and nature of any excavation work and shall cooperate with City to avoid unnecessary disruption, and Grantee shall comply with all valid City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. Except as provided in Section 15, the Annual Franchise Fee payable hereunder shall be the total compensation payable by Grantee to City for Grantee's use of the Public Rights-of-Way for the conduct of its business under the Franchise. City shall not charge

any additional license, charge, fee, street or alley rental, or other character of charge or levy for the use or occupancy of the Public Rights-of-Way in City, or any pole tax or inspection fee tax. If City does charge Grantee any additional license, charge, fee, street or alley rental, or other character of charge or levy, then Grantee may deduct the amount charged from the next succeeding franchise payment or payments until fully reimbursed.

Following completion of work in the Public Rights-of-Way, Grantee shall repair the affected Public Rights-of-Way as soon as reasonably possible, but in all cases, no street, alley, highway or public place shall be encumbered for a longer period than shall be reasonably necessary to execute the work.

Section 10. Quality of Service. The service furnished hereunder to City and its inhabitants shall be, considering all circumstances, consistent with the Tariff issued to CenterPoint Energy by the Public Utility Commission of Texas as well as applicable state and federal regulations. Grantee will maintain its facilities in reasonable operating condition in accordance with the foregoing Tariff and applicable state and federal regulations during the continuance of this Franchise. Should Grantee fail or refuse to maintain its facilities in reasonable operating condition in accordance with the Tariff and applicable state and federal regulations during the life of this Franchise, then it shall forfeit and pay to City the sum of Twenty Five Dollars (\$25) for each day it shall so fail or refuse after reasonable notice thereof and a hearing thereon by City. Any suit to recover such penalty shall be filed within one year from the date the penalty accrues.

Section 11. Excavations and Obstructions. Any and all excavations and obstructions in and upon the streets, alleys and other public places in the City caused by Grantee's operations under this Ordinance shall be repaired and removed by Grantee as quickly as is reasonably possible, under the circumstances. City agrees to give Grantee 72 hours' notice when City or City's contractors request the bracing of Grantees poles.

Section 12. INDEMNITY. **GRANTEE SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE CITY FROM ANY AND ALL DAMAGE, LOSS, ACTION OR LOSS, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART FROM GRANTEE'S EXERCISE OF ANY OF ITS RIGHTS, PRIVILEGES, FRANCHISES AND OBLIGATIONS HEREUNDER, EXCEPT TO THE EXTENT ARISING OUT OF THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH GRANTEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, TO THE EXTENT ALLOWED BY**

LAW, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS UNDERSTOOD THAT IT IS NOT THE INTENTION OF THE PARTIES HERETO TO CREATE LIABILITY FOR THE BENEFIT OF THIRD PARTIES, BUT THAT THIS SECTION SHALL BE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND SHALL NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.

Section 13. Street Rents.

a. In consideration for the rights and privileges herein granted, Grantee agrees to pay to City, an annual franchise fee (referred to herein as “Annual Franchise Fee”), subject to an Annual Adjustment Factor as set forth below. Payment of the Annual Franchise Fee shall be the total compensation payable to City in consideration for the right, privilege and franchise herein conferred for Grantee’s use of the Public Rights-of-Way to construct, operate, use and maintain its facilities for the provision of electric transmission and distribution service and its right to use, license, or exploit its facilities as permitted, herein.

The Annual Franchise Fee shall be calculated as follows:

1. The “Annual Franchise Fee” shall be one hundred forty-four thousand one hundred seven Dollars and three cents (\$144,107.03).
2. The Annual Franchise Fee for each twelve-month period beginning July 1, 2021 (each a “Franchise Year”) shall be adjusted by multiplying \$144,107.03 by the Annual Adjustment Factor. The “Annual Adjustment Factor” for any given year shall be a fraction, the numerator of which shall be the kWh delivered by Grantee within the City (inclusive of street lighting) in the previous calendar year and the denominator of which shall be the kWh delivered by Grantee within the City (inclusive of street lighting) in 2019, said amount being 88,764,339 kWh. (Example: The Annual Franchise Fee for the Franchise Year beginning July 1, 2021 = \$144,107.03) x 2020 kWh /88,764,339 kWh).

In no case, however, shall the Annual Franchise Fee be less than the Annual Franchise Fee established in 1. above.

b. In calculating the amount to be paid each year, Grantee shall offset its Annual Franchise Fee payments with the amount of the Municipal Account Franchise Credits and

Municipal Franchise Fee Credits provided in Grantee's tariffs and applicable to City in the prior calendar year.

c. The Annual Franchise Fee shall be payable in equal monthly installments due the first day of each calendar month. Grantee shall calculate the new franchise fee to be payable for each Franchise Year beginning July 1, 2021 and shall provide the same along with the basis for such calculation to City for its review no later than April 1st of each year. If Grantee does not receive an objection from City by May 31st, Grantee shall implement the adjusted Annual Franchise Fee payment on July 1st. If the term of this Franchise provided for in Section 7, above, ends on any day other than the last day of the last Franchise Year, then the Annual Franchise Fee for the final Franchise Year shall first be calculated pursuant to this Section 13 and then prorated accordingly. Grantee shall begin paying the Annual Franchise Fee on the later of (a) the expiration of the prior franchise or (b) the first day of the month that is three (3) months prior to the Effective Date (the later of (a) or (b) being the "Payment Start Date"). (Example: If the Effective Date is July 15th, the Payment Start Date would be the later of (a) the expiration of the prior franchise or (b) the preceding April 1st.) If the Payment Start Date is any day other than July 1st, then the Annual Franchise Fee for the period between the Payment Start Date and the following July 1st shall first be calculated pursuant to this Section 13 and then prorated accordingly and net of any amounts previously paid for such period.

d. The Franchise Fee payable hereunder shall be the total compensation payable by the Grantee to the City for Grantee's use of the Public Rights-of-Way for the conduct of its business under this franchise. City shall not charge any additional license, charge, fee, street or alley rental, permit fee or other character of charge or levy for the use or occupancy of the Public Rights-of-Way in City, or any pole tax or inspection fee tax. If the City does charge Grantee any additional license, charge, fee, street or alley rental, or other character of charge or levy, then Grantee may deduct the amount charged from the next succeeding Franchise Fee payment or payments until fully reimbursed.

e. If, as the result of a final and non-appealable order issued by the PUCT, all or a portion of the then-effective Annual Franchise Fee is expressly found to be unreasonable or is otherwise expressly rejected or disallowed by the PUCT, then Grantee shall be permitted to reduce the Annual Franchise Fee by such amount; provided, however, that Grantee shall be obligated to support the reasonableness of the Annual Franchise Fee and shall not voluntarily agree to any reduction thereof.

f. The parties agree to meet to discuss adjustments to franchise fee either upon the request of one of the parties or on a periodic basis as the parties may agree. The franchise fee shall be adjusted provided that (a) the parties agree to a reasonable increase in the fee; (b) Grantee obtains all necessary and final approvals for the recovery of any proposed increase of the franchise fee; and (c) the increased fee or its recovery is not otherwise prohibited or disallowed by a regulatory body or court having jurisdiction.

Section 14. Records and Reports.

a. Franchise Data. Grantee shall keep complete and accurate records of its business and operations under and in connection with this Franchise. All such data shall be kept within Grantee's computer and data systems at Grantee's appropriate business locations.

b. Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all records related to Grantee's operations under this Franchise and belonging to Grantee shall, to the extent permitted by law, be made available for inspection and copying no later than thirty (30) days from receipt of such request unless the parties mutually agree to a different time frame. Nothing herein obligates Grantee to disclose third-party confidential or proprietary information. Amounts due to City for past underpayments or amounts due Grantee for past overpayments shall include interest calculated using the annual interest rates for overcharges as set by the Texas Public Utility Commission. Said interest shall be payable on such sum from the date the initial payment was due until it is paid.

Section 15. City Use of Grantee Facilities. In addition to the considerations set forth in Section 13, Grantee shall furnish, free of charge, subject to the use of City, such pole and/or duct space as may be required from time to time for the installation of City-owned traffic, police and fire alarm system conductors; provided such conductor space does not exceed the available capacity on any one existing pole or in one existing interior duct. Grantee shall allow for the expanded use of existing energized conductors by City for the purposes of providing traffic signal communication interconnectivity with prior written approval from Grantee. The specific location for these traffic, police and fire alarm conductors on Grantee poles or ducts shall be determined by Grantee and shall be allotted at the time specific applications for space are received from City. All City traffic, police and fire alarm circuits on Grantee poles and ducts shall be designed and installed, operated and maintained in compliance with the applicable provisions of the NESC and other laws, statutes, codes and ordinances applicable to private parties and so as to create no interference, corrosion, harm, damage or hazard with, to or from Grantee's System or Grantee's business. All plans for such city traffic, police and fire alarm circuits must be submitted for Grantee's written approval prior to installation. Any modifications to Grantee's System necessary to accommodate such installation shall be paid by City. If, after installation, City's equipment is found to interfere with Grantee's System or business, Grantee and City shall work together to address the problem and, if deemed practical by Grantee, preserve City's access. Where main

underground duct lines are located between manholes, Grantee shall permit free of charge the installation in one interior duct by City of its traffic, police or fire alarm signal cables; provided space is available in an interior duct not suitable for power circuits without interference with Grantee's system neutral conductors. All cables installed by City in Grantee ducts shall be of the non-metallic sheath type to prevent corrosive or electrolytic action between City and Grantee owned cables. A request for duct assignment shall in each instance be submitted to Grantee and a sketch showing duct allocation shall be received from Grantee prior to the installation of City cables in Grantee-owned duct lines. All City-owned conductors and cables, whether on poles or in duct lines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of Grantee's System or Grantee's business. If after installation, City's equipment is found to interfere with Grantee's System or business, Grantee and City shall work together to address the problem and, if deemed practical by Grantee, preserve City's access.

In addition to the consideration set forth in Section 13, Grantee shall permit City to use, free of charge, extra space on its street light poles to install City-owned traffic control signs and decorative banners, with prior written approval from Grantee and provided that such use is consistent with the NESC and other applicable engineering and operational codes and standards.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS FRANCHISE, IT IS FURTHER AGREED THAT GRANTEE 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 CONSTRUCTION, MAINTENANCE, INSPECTION OR USE OF THE TRAFFIC SIGNAL LIGHT SYSTEMS, POLICE AND FIRE ALARM SYSTEMS, TRAFFIC CONTROL SIGNS, OR DECORATIVE BANNERS BELONGING TO CITY AND CONSTRUCTED UPON GRANTEE'S POLES OR STREET LIGHT POLES OR IN ITS DUCTS, AND CITY SHALL INDEMNIFY AND HOLD GRANTEE HARMLESS AGAINST ALL SUCH CLAIMS, LOSSES, DEMANDS, SUITS AND JUDGMENTS, TO THE EXTENT PERMITTED BY LAW, BUT CITY DOES NOT, BY THIS AGREEMENT, ADMIT PRIMARY LIABILITY TO ANY THIRD PARTY BY REASON OF CITY'S OPERATION AND USE OF SUCH TRAFFIC SIGNAL LIGHT SYSTEMS, POLICE AND FIRE ALARM SYSTEMS, TRAFFIC CONTROL SIGNS, OR DECORATIVE BANNERS, SUCH BEING A FUNCTION OF GOVERNMENT.

Section 16. Reservation of Powers. In granting this Franchise, the City does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and valid Ordinances of the City of Friendswood or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Grantee.

Section 17. Notice to Parties. Any notice or communication required or desired to be served upon the City or Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Any such communication to the Company shall be sent to:

General Counsel
CenterPoint Energy
P.O. Box 61867
Houston, TX 77208-1867

Any such communication to the City or the City Council shall be sent to:

City Manager
910 South Friendswood Drive
Friendswood, Texas 775546

Section 18. Prior Franchise Repealed. This franchise ordinance, upon acceptance by the Grantee, shall replace and supersede that certain Electric Franchise Ordinance No. 84-16A heretofore granted by the City to the Grantee, and its successors adopted on August 20, 1984.

Section 19. Severability Clause. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be illegal, inoperative, unconstitutional, invalid, or ineffective.

Section 20. Open Meetings Clause. That the City Council has found and determined that the meeting at which this Ordinance is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

Section 21. Publication, Passage and Effective date. Pursuant to Home Rule Charter of the City of Friendswood, Texas, Sec. 9.03, this Ordinance shall be read at two (2) regular meetings of the City Council. Within seven (7) days following the first reading of this Ordinance, the full text of this Ordinance shall be published one (1) time in the official newspaper of the City, and the expense of such publication shall be borne by the Company. This Ordinance shall take effect and

be in force from and after its passage and approval, and upon acceptance by the Company, the term of this franchise shall begin and continue in accordance with Section 7.

Section 22. Compliance with Charter and Ordinances. This Franchise, the rights granted hereby and the operations and activities performed by Grantee pursuant hereto shall be subject to applicable provisions of the Charter of the City of Friendswood, Texas. The Franchise and rights granted hereby and the operations and activities performed by Grantee pursuant hereto shall be subject to all existing valid ordinances and regulations of the City currently in effect as of the Effective Date of this Franchise Agreement insofar as such ordinances and regulation (a) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to Grantee hereby, (b) do not conflict with or are not inconsistent with the terms and provisions contained in this Ordinance, (c) do not prevent or interfere with Grantee's federal and state regulatory obligations or (d) do not unreasonably regulate the Grantee's operations and activities in the City Right-of-Way. If Grantee believes a future Ordinance unreasonably regulates its operations and activities in the City Right-of-Way, City and Grantee shall meet and reach a mutually agreeable solution prior to its application to the Grantee. All such conflicting or inconsistent ordinances are hereby deemed inapplicable to Grantee to the extent of such conflict or inconsistency.

Section 23. Acceptance by Grantee. The Grantee shall, within thirty (30) days from the date of this Ordinance is passed and approved, file with the City Secretary, a written statement signed in its name and behalf, in the following form:

To the City of Friendswood, Texas:

"The Grantee for itself, its successors and assigns, hereby accepts the above and foregoing Ordinance and agrees to be bound by all of its terms and provisions."

CenterPoint Energy

By: _____

Dated the ____ day of _____, 2020.

Section 24. Adoption. Passed and adopted with all necessary procedural formalities by the City Council of the City of Friendswood, Texas, at a regular meeting held at the regular place, at which meeting a quorum was present throughout. This Ordinance shall take effect and be in

force from and after its passage and approval, and upon acceptance by the Grantee, the term of this franchise shall begin and continue in accordance with Section 7 hereof.

PASSED AND APPROVED on first reading the 6th day of April, 2020.

PASSED AND APPROVED on second and final reading the 4th day of May, 2020.

Mike Foreman, Mayor

ATTEST:

Melinda Welsh, City Secretary, TRMC

APPROVED AS TO FORM:

Mary Kay Fischer, 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: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-14: Second and Final reading of an ordinance amending the Code of Ordinances, Chapter 14, Buildings and Building Regulations, Article II., Building Code by amending Sections 14-25 through 14-28 regarding trash on construction sites, site drainage, restoration of property to original condition and housekeeping practices on construction sites; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

Originating Department: City Attorney

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As an Ordinance originally adopted almost 20 years ago dealing with the health, safety and well-being of our residents and citizens, this Ordinance is being brought forward for review and to clarify that any person that fails to contain trash and/or discarded construction materials on a construction site, fails to get a site drainage plan approved in accordance with the city's flood damage prevention regulations, fails to restore property to original condition or fails to maintain the construction site in a way that no mud or dirt will leave the site in violation of this Ordinance and upon conviction, shall be fined in an amount not to exceed \$2,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Recommend adoption of this Ordinance.

ATTACHMENTS

1. Ord 2020-14 Amending Sec. 14-25-14-28

ORDINANCE NO. T2020-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II., BUILDING CODE BY AMENDING SECTIONS 14-25 THROUGH 14-28 REGARDING TRASH ON CONSTRUCTION SITES, SITE DRAINAGE, RESTORATION OF PROPERTY TO ORIGINAL CONDITION AND HOUSEKEEPING PRACTICES ON CONSTRUCTION SITES; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the “City”) is continually reviewing the provisions of the Code of Ordinances addressing the health, safety and well-being of residents, citizens and habitants; and

WHEREAS, the City Council finds and determines that the following amendment will promote the public health, safety and welfare of the citizens of the City.

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

Section 1. That Chapter 14 of the Code of Ordinances entitled “Buildings and Building Regulations”, Article II., Building Code, is hereby amended by amending Sections 14-25 through 14-28, to read as follows:

“Sec. 14-25. - Trash on construction sites.

Trash and/or discarded construction materials for all construction sites shall be contained in an enclosure designed to prevent redistribution of the contents thereof (construction debris) by action of the wind, rain or other natural force.

Sec. 14-26. - Site drainage.

No improvement to any lot, tract or parcel of land within the city shall be authorized until a site drainage plan for surface water drainage is submitted and approved in accordance with this section and the applicable provisions of the city's flood damage prevention regulations contained in chapter 34. No drainage plan shall be approved that provides for the drainage of surface waters onto or through adjacent properties, or which impounds or otherwise restricts natural flows, to the detriment to any adjacent or upstream property owner.

Sec. 14-27. - Restoration of property to original condition.

If construction work on any lot, tract or parcel of land within the city is stopped or abandoned for a period of 180 days, and the extension of applicable permits are not obtained in accordance with applicable codes of the city, such construction site shall be returned to its original natural state. All partially constructed buildings, foundations, temporary utility facilities, and other associated partially constructed improvements shall be completely removed and the site shall be cleaned of all materials, properly graded and revegetated.

Sec. 14-28. - Housekeeping practices.

All construction sites within the city shall be maintained in such a way that no mud or dirt will leave the site. Every effort shall be made to ensure that all streets and storm inlets are protected, as well as all streams, creeks and other waterways. All disturbed areas in front and side yards shall be sodded on lots less than one acre. Lots one acre and larger may provide sodding throughout any ditch areas located in city rights-of-way and onto the property adjacent to the ditches at least ten feet. Additionally, another form of revegetation

acceptable to the city may be provided on the remainder of the site as long as silt fencing or other approved methods are installed to keep soils eroded from the site from entering the city's storm sewer system.”

Section 2. That a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.”

Section 3. That all other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. That in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 2nd day of March, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-16: Second and Final reading of an ordinance amending Appendix C "Zoning Ordinance," "Section 10. Board of Adjustment-Establishment and Procedure," "Section 11. Same-Powers and Duties," "Section 12. Appeals from the Board of Adjustment," and "Section 20. Definitions-Variance"; providing a penalty for violation in an amount not to exceed \$2,000.00, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

These proposed amendments are regarding the authority of the Zoning Board of Adjustment. Discussion started at the senior staff level, and then discussion was had with City Council in a work session setting. Council members were agreeable to considering amendments to our local ordinance to allow ZBOA the full flexibility and authority that state law allows. In October 2019, the suggestion was also brought up to the Zoning Board Of Adjustments (ZBOA), and they too were in agreement of the changes.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Adopting a simpler ordinance will remove some of the restrictions the current ordinance places upon the board.

RECOMMENDATIONS

The ordinance subcommittee recommends a positive recommendation to update zoning ordinance sections 10-12. Following the Planning and Zoning public hearing and consideration, the Planning and Zoning recommendation will be forwarded to Council for their consideration.

ATTACHMENTS

1. Ord 2020-16 Zoning Ord ZBOA Secs 10-12 and Sec 20

ORDINANCE NO. T2020-16

AN ORDINANCE AMENDING APPENDIX C “ZONING ORDINANCE,” “SECTION 10. BOARD OF ADJUSTMENT-ESTABLISHMENT AND PROCEDURE,” “SECTION 11. SAME-POWERS AND DUTIES,” “SECTION 12. APPEALS FROM THE BOARD OF ADJUSTMENT,” AND “SECTION 20. DEFINITIONS-VARIANCE”; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED \$2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually monitoring and reviewing ordinances; and

WHEREAS, the City Council of the City of Friendswood deems it necessary for the City of Friendswood local ordinances accurately reflect State law; and

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

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the amendments; and

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

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

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

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 10. Board of Adjustment – Establishment and Procedure” is hereby amended to read as follows:

Section 10. – Board of Adjustment – Establishment and procedure.

Section 10. - Board of adjustment—Establishment and procedure.

A board of adjustment is hereby established, which shall consist of five members and four alternates to be appointed by the city council, each for a term of two years. Members and alternates of the board of adjustment may be removed from office by the city council when absent from two consecutive meetings without an excuse or for cause upon written charges and after public hearing. Vacancies shall be filled by the city council for the unexpired term of the member affected.

A. *Proceedings of the board of adjustment.*

- (1) The board of adjustment shall adopt rules necessary to the conduct of its affairs, elect a chairperson and an acting chairperson, and act in keeping with the provisions of this appendix. Meetings shall be held at the call of the chairperson and at such other times as the board may determine. The chairperson, or in his absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public.
- (2) The board of adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and all of which shall be immediately filed in the office of the board and shall be public record.

- B. ~~Hearings, appeals and notices~~**Application**. Appeals to the board of adjustment concerning interpretation or administration of this appendix may be taken by any person aggrieved **by the decision** or by any officer, department, board, or bureau of the city affected by the decision of the administrative official. Such appeals shall be ~~taken within a reasonable time, not to exceed 45 days~~ **filed not later than the 20th day after the date the decision is made**, by filing with the **official** ~~officer~~ from whom the appeal is taken and with the board of adjustment a notice of appeal specifying the grounds thereof. **On receiving the notice, t**~~The official officer~~ from whom the appeal is taken shall ~~forthwith~~ **immediately** transmit to the board all the papers constituting the record **of the action that is appealed**. ~~upon which the action appealed from was taken.~~

A member of the governing body of the municipality who serves on the board of adjustment may not bring an appeal under this section.

- C. ~~Notification-and-hearing-process.~~ Any request for an appeal, variance or special exception shall require a public hearing before the board. A written notice of the hearing shall be sent to owners of property situated within 200 feet of the exterior boundary of the property with respect to which such appeal, variance or exception is requested ten days prior to public hearing. It shall be sufficient that such written notice is addressed to the owner appearing on the most current tax roll of the city and addressed to such owner at the address stated on said roll. If no owner is stated on the tax roll, or no address appears thereon, the written notice to such property owner shall not be required.

The city council and planning and zoning commission shall be informed of any hearing for an appeal, variance or special exception of the zoning or sign ordinance.

- D. **Fee.** A processing fee as described in subsection 14 shall be paid to the city in advance of the hearing. In the event the application is withdrawn prior to the mailing of the required written notification or publication in the official newspaper, the fee shall be refunded.

- E. **Hearings.** **The board shall set a reasonable time for the appeal hearing. A party may appear at the hearing in person or by agent or by attorney. The board shall decide the appeal at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed.**

- ~~FD.~~ *Stay of proceedings.* An appeal stays all proceedings in furtherance of the action **that is** appealed from, unless the **official** officer from whom the appeal is taken certifies **in writing** to the board of adjustment after the notice of appeal shall have been filed with him that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property **facts supporting the official's opinion that a stay would cause imminent peril to life or property.** In such **that** case, **the** proceedings shall not **may** be stayed other than **only** by a restraining order which may be granted by the board of adjustment or by a court of record on application, on **after** notice to the **official** officer from whom the appeal is taken and on **if** due cause **is** shown.

Section 3. That the City of Friendswood Code of Ordinances, Appendix C, "Zoning", "Section 11. Same – Powers and duties" is hereby amended to read as follows:
Section 11. - Same—Powers and duties.

- A.** The board of adjustment shall have the following powers and duties:

- (1)A.** ~~Administrative review~~**Appeals.** To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the

enforcement of this appendix. The board shall apply the following standards in deciding the appeal:

1. That there is a reasonable difference of interpretation as to the specific intent of the zoning regulations or zoning map.
2. That the resulting interpretation will not grant a special privilege to one property inconsistent with other properties or uses similarly situated.
3. The decision of the board must be such as will be in the best interest of the community and consistent with the spirit and interest of the city's zoning laws.

(2)B. ~~Variance; conditions governing applications; authority and limitations.~~ To authorize upon appeal in specific cases, such ~~a~~ variance from the terms of this appendix **the zoning ordinance** as will not be **if the variance is not** contrary to the public interest **and, due** where, owing to special conditions, a literal enforcement of the provisions of this appendix **ordinance** would result in unnecessary hardship, and so that the spirit of the appendix **ordinance is** shall be observed and substantial justice **is** done. In exercising such powers of variance, the board may, in conformity with the provisions of this appendix, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made, and to that end the board shall have all the powers of the officer from whom the appeal is taken.

1. In granting any variance, the board of adjustment may describe appropriate conditions and safeguards in conformity with this appendix. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this appendix.

(a)2. **Exceptions.** Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this appendix **a zoning ordinance** in the district involved, or any use, expressly or impliedly, prohibited by the terms of this appendix in said district.

(3)C. **Special exceptions.** To hear and decide special exceptions to the terms of this appendix **a zoning ordinance** upon which **when this appendix requires** the board is required to pass under this appendix **do so**.

1. **Authority and scope.** The board shall have the power to grant temporary and permanent special exceptions from the city's zoning ordinance.
2. **Permanent special exceptions.** A permanent special exception may be granted only for the following reasons:

- a. ~~Interpretive authority. If a definition or term of the city's zoning ordinance is ambiguous or contrary to common understanding, the board would clarify the definition or term based on the common definition or understanding of the term. (Example: An attached garage is normally understood to mean one where there are one or more common walls and a roof structure between the garage and the main property building. A board determination may be that roof structures alone are not considered walls so one or more buildings with a breezeway between them may not be considered as "attached.") No additional special exception shall be granted based on the board's initially interpreted definition.~~
 - b. ~~De minimus exception. The board may grant a special exception for very small exceptions to the zoning ordinance, where the spirit of the Code is met and there is an overriding benefit to the applicant with no detriment to the surrounding neighbors or the city. (An example would be where a 9½-foot setback for building would be allowed where a ten-foot setback is required, to allow the property owner to save an oak tree.)~~
 - c. ~~Medical necessity. The board may grant a special exception to the above cited portions of the zoning ordinance if a medical necessity is proven, or to meet the requirements of the Americans with Disabilities Act. For medical reasons or necessity, the reason for the special exception must be related to the medical condition and be supported by a letter from the applicant's physician defining the physical limitations of the applicant.~~
 - d. ~~No other permanent special exception based on the board's decision or determination in one case regarding structures may be granted for other cases without the proper board determination on the subsequent cases.~~
 - e. ~~A permanent special exception shall have no expiration date.~~
3. ~~*Temporary special exceptions.* A temporary special exception, not to exceed 90 days in term, may be granted by the board to allow for the construction of noncomplying structures for reasons in addition to ambiguous definitions or terms, medical reasons/necessity, or de minimus circumstances. In order for a request for a temporary special exception to be brought before the board, there needs to be:~~
- 1) ~~A finding by the city's building official that an issue of noncompliance with the city's zoning ordinance would exist by virtue of applicant's construction; and~~

- ~~2) There are demonstrated significant reasons why immediate action cannot reasonably be taken by the applicant to achieve compliance with the city's zoning ordinance.~~

~~No other temporary special exception based on the board's decision or determination in one case regarding structures may be granted for other cases without the proper board determination on the subsequent cases.~~

- ~~4. *Requirements.* Temporary or permanent special exceptions may be granted only after the following items have been addressed:~~
- ~~a. The city's building official has denied the applicant a permit or permits based on noncompliance with the city's zoning ordinance;~~
 - ~~b. The applicant has made a written request for a special exception in accordance with V.T.C.A., Local Government Code § 211.010, and section 10.B;~~
 - ~~c. The applicant's request is based on ambiguous definitions or terms, medical reasons or necessity or ADA compliance, or other special de minimis circumstances, and that there are demonstrated significant economic reasons why action cannot be taken by the applicant to achieve compliance with the city's zoning ordinance;~~
 - ~~d. There has been notice and a public hearing as required section 10.C;~~
 - ~~e. The applicant agrees to accept reasonable conditions or actions that the board may suggest to mitigate potential issues with or objections to the applicant's request; however, the board cannot require such conditions or actions to be accepted in return for a favorable decision by the board, rather the case must be otherwise decided on its merits. (An example is installing additional property drainage as a condition for side setback relief);~~
 - ~~f. In no case shall the board be authorized to grant permanent special exceptions or temporary special exceptions that would in effect allow a violation of the city's health code, life safety code or fire safety code; and~~
 - ~~g. Under no circumstances shall the board grant a request for a special exception that would have the effect of allowing a use not permissible under the terms of the zoning ordinance in the district involved, or any use, expressly or impliedly, prohibited by the terms of the zoning ordinance in the subject district.~~

5. ~~Finding.~~ A special exception shall not be granted unless the board shall make a determination that the granting of the special exception will not adversely affect the public interest. In making its determination, the board shall duly consider, where applicable, the following:
- a. ~~The most appropriate use of the land and conservation and stabilization of property values;~~
 - b. ~~Adequate open spaces for light and air and required yards and other open spaces;~~
 - c. ~~Congestion of public streets, including ingress and egress to property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;~~
 - d. ~~Off-street parking, loading and service areas where required;~~
 - e. ~~Economic, noise, dust, heat, glare or odor effects of the special exception on surrounding properties or the city;~~
 - f. ~~Utilities, with reference to locations, availability, adequacy and compatibility;~~
 - g. ~~Screens and buffers with reference to type, dimensions, character and adequacy;~~
 - h. ~~General compatibility with surrounding properties and general welfare of the persons residing and working in the area;~~
 - i. ~~Whether, at the public hearing, there are objections from the surrounding and affected property owners and whether the objections, if any, can be or have been resolved;~~
 - j. ~~For the medical necessity exception, whether the medical condition is proven and the requested exception reasonably relates to the medical condition;~~
 - k. ~~For the de minimis exception, whether there is an overriding benefit to the applicant with no detriment to the surrounding neighbors or the city; and~~
 - l. ~~The spirit of this Code is met.~~

(4) To hear and decide other matters authorized by a zoning ordinance.

(5) In exercising its authority, the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose, the board has the same authority as the administrative official.

DB. ~~Vote required: appeals; variances; special exceptions.~~ The concurring vote of four members of the board shall be necessary to reverse any order, requirements, decision, or determination of an administrative official, ~~or to effect any variation in the application of this appendix, or to decide in favor~~

of ~~an~~ the applicant on any matter or ~~special exception upon which it~~ **the board** is required to pass or decide under this appendix **a zoning ordinance**.

Section 4. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 12. Appeals from the board of adjustment.” is hereby amended to read as follows:

Section 12. - Appeals from the board of adjustment.

- A. Any person or ~~persons, jointly or severally,~~ aggrieved by any decision of the board of adjustment, or any taxpayer, or officer, department, board, or bureau of the city may **present to a district court, county court, or county court at law a verified petition stating that the decision of the board of adjustment is illegal in whole or in part and specify the grounds of illegality** ~~seek review by a court of record of such decision~~ **within 10 days after the date the decision is filed in the board's office and** in the manner provided by the laws of the state, particularly V.T.C.A., Local Government Code §§ 211.008—211.011.
- B. *Reapplication.* No application for a variance, special exception, or appeal, which has been denied, shall be again filed earlier than one year from date of original denial, unless there has been a material change. For the purposes of this section, material change shall mean a substantial change in conditions or circumstances as it relates to the property in question.

Section 5. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 20. Definitions.” is hereby amended to read as follows:

Section 10. Definitions

...

Variance means a relaxation of the terms of this appendix **a zoning ordinance** where such ~~if the~~ variance ~~will not be~~ **is not** contrary to the public interest and, **due to special conditions,** as the result of the actions of the applicant, a literal enforcement of the regulations of this appendix **ordinance** would result in unnecessary and undue hardship, **so that the spirit of the ordinance is observed and substantial justice is done.** As used in this appendix, a variance is authorized only for height, area and size of structure or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by a variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining zoning district.

...

Section 6. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 7. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 8. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 9. That after final passage, the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing the information required by the City Charter in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 2nd day of March, 2020.

PASSED, APPROVED, AND ADOPTED on second and final reading this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-17: Second and Final reading of an ordinance amending Appendix C "Zoning Ordinance," Section 7. "Schedule of District Regulations," Subsection 7.P.6., "Permitted Use Table," amending the following NAICS Uses: #447 Gasoline Stations, #511 Publishing Industries, and #713940 Fitness and Recreational Sports Centers; providing a penalty for violation in an amount not to exceed \$2,000.00, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As a result of the annual review of the Permitted Use Table (Zoning Ord. Section 7.P.6.), staff and the Planning and Zoning Commission are proposing amendments in three categories.

The proposed amendments include...

447 - Gasoline Stations - change S in DD to blank, which would not allow gasoline stations in the Downtown District (DD)

511 - Publishing Industries - add P in CSC to allow; change S in DD to P to allow by right in the Downtown District (DD)

Publishing is classified in the Information Sector; whereas Printing remains under Manufacturing. The classification of book and newspaper publishing is intended to portray their roles in a modern economy, in which they do not resemble manufacturing activities.

713940 - Fitness and Recreational Sports Centers - change S to P in DD to allow gyms and fitness centers by right in Downtown District (DD)

This would allow uses such as aerobic dance or exercise centers, ice or roller skating rinks, gymnasiums, swimming or wave pools, physical fitness centers, handball, racquetball, or tennis club facilities in DD. Previous concerns for these types of uses was parking, however, square footage will regulate the number of parking spaces. Parking requirements for fitness and recreational sports is 7 parking spaces per 1,000

square feet of gross floor area.

Full NAICS descriptions of each use are included in the backup materials.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Any existing uses that would become non-conforming with these changes would be allowed to remain. The business could change owners and business name, as long as the use remained. If the structure that the non-conforming use occupies was damaged more than 50%, the owner would be allowed to rebuild a new structure (in conformance with current zoning regulations) and continue the use. If a non-conforming use is abandoned for 12 months or more or voluntarily changed to a conforming use, the non-conforming use is no longer allowed.

RECOMMENDATIONS

Following a public hearing on Thursday, February 13, 2020, the Planning and Zoning Commission voted unanimously (6 to 0; Clark was absent) in favor of the proposed amendments.

ATTACHMENTS

1. Ord 2020-17 Zoning Ord PUT Amendments 02-19-2020
2. Ord 2020-17 Exhibit A

ORDINANCE NO. T2020-17

AN ORDINANCE AMENDING APPENDIX C “ZONING ORDINANCE,” “SECTION 7. “SCHEDULE OF DISTRICT REGULATIONS,” SUBSECTION 7.P.6., “PERMITTED USE TABLE,” AMENDING THE FOLLOWING NAICS USES: #447 GASOLINE STATIONS, #511 PUBLISHING INDUSTRIES, AND #713940 FITNESS AND RECREATIONAL SPORTS CENTERS; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED \$2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, “Zoning Ordinance” relating to land use and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Friendswood have studied the present provisions of the Zoning Ordinance and have determined the need to revise and update the provisions related to uses by changing NAICS Use #447, Gasoline Stations, to change from requiring a Specific Use Permit (S) in Downtown District (DD) to “blank,” which would not allow gasoline stations in the Downtown District (DD); to change NAICS Use #511, Publishing Industries, by adding a Permitted (P) to allow the use by right in Community Shopping Center (CSC) and to change from requiring a Specific Use Permit (S) in Downtown District (DD) to Permitted (P) to allow the use by right; and to change NACIS Use #713940, Fitness and Recreational Sports Centers, to change from requiring a Specific Use Permit (S) to Permitted (P) in Downtown District (DD) to allow the use by right as reflected in the

“Permitted Use Table” and to facilitate orderly growth of the City and the protection of health, safety and welfare of the inhabitants of the City of Friendswood; and

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

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the amendments referenced hereafter; and

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

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

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

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 7. “Schedule of District Regulations,” Subsection 7.P.6., “Permitted Use Table,” is hereby amended by changing NAICS Use #447, Gasoline Stations, to change from requiring a Specific Use Permit (S) in Downtown District (DD) to “Blank” which would not allow gasoline stations in the Downtown District (DD); to change NAICS Use #511, Publishing Industries, by adding Permitted (P) to allow the use by right in Community Shopping Center (CSC) and to change from requiring a Specific Use Permit (S) in Downtown District (DD) to Permitted (P) to allow the use by right; and to change NACIS Use #713940, Fitness and Recreational Sports Centers, to change from requiring a Specific Use Permit (S)

to Permitted (P) in Downtown District (DD) to allow the use by right as reflected in the “Permitted Use Table,” as depicted in Exhibit “A” which is hereby made a part of this Ordinance.

Section 3. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That after final passage, the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing the information required by the City Charter in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 2nd day of March, 2020.

PASSED, APPROVED, AND ADOPTED on second and final reading this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

EXHIBIT “A”

	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR- GHD	MFR-L	MFR- M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
44—45	<i>Retail Trade</i>															
447	Gasoline stations							P	P		O	S		P	P	
51	<i>Information</i>															
511	Publishing industries							<u>P</u>			O	<u>PS</u>		P	P	P
71	<i>Arts, Entertainment and Recreation</i>															
713940	Fitness and recreational sports centers							P	S			<u>PS</u>		P	P	

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: April 6, 2020

Date submitted: 2/27/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-19: First reading of an ordinance approving a request to vacate a .1738 acre portion of a 60-foot public right-of-way, also known as E. Heritage Drive; authorizing the Mayor to execute and the City Secretary to attest a Quitclaim Deed by and between the City and First Baptist Church of Friendswood.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

First Baptist Church Friendswood owns all four of the tracts abutting the subject property and is requesting that this portion of right-of-way be vacated. Currently, the right-of-way is unimproved (see attached photo), and is a dead end with no potential for extension due to the proximity to the creek. All of the no objection letters from the utility companies clearly portray that there is no intent to improve or extend utilities to this area.

The church is in the process of making long-term plans to improve their campus. Currently, this portion of property would remain as green space.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allowing the church to take ownership of the property would allow them to maintain the property.

No objection letters were provided by the following entities - City of Friendswood, Galveston County Consolidated Drainage District, Centerpoint, Texas New Mexico Power, AT&T and Comcast.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held March 26, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7-0 to approve the request to vacate a portion of 60-foot right-of-way on East Heritage Drive.

The right-of-way is currently unimproved, and due to the proximity to the creek, there is no potential for extension. The no objection letters received from all of the utility companies indicated no plans to extend any infrastructure into the subject property.

The right-of-way would have been needed at one time to ensure that each of the three (3) adjacent lots to

the right-of-way had access to E. Heritage Drive. Now that all three (3) adjacent lots are owned by one entity, the right-of-way is no longer needed or desired by the owner.

ATTACHMENTS

1. Ord 2020-19 Vacation of public right-of-way E Heritage Dr
2. Ord 2020-19 Exhibit A

ORDINANCE NO. T2020-19

**AN ORDINANCE APPROVING A REQUEST TO VACATE A
.1738 ACRE PORTION OF A 60-FOOT PUBLIC RIGHT-OF-
WAY, ALSO KNOWN AS E. HERITAGE DRIVE;
AUTHORIZING THE MAYOR TO EXECUTE AND THE
CITY SECRETARY TO ATTEST A QUITCLAIM DEED BY
AND BETWEEN THE CITY AND FIRST BAPTIST CHURCH
OF FRIENDSWOOD.**

* * * * *

WHEREAS, a sixty (60) foot right-of-way for E. Heritage Drive (.1738 acres) was dedicated to the public by way of the Sarah McKissick Survey, Abstract No. 151, Galveston County, Texas, and Lot 1, in Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County plat records; and

WHEREAS, the dedication of the .1738 acre portion of right-of-way is an unrecorded portion of E. Heritage Drive; and

WHEREAS, the adjacent owner of said property, First Baptist Church of Friendswood, represented by Leland Harris, has applied to the City to vacate a .1738 acre (7,569 square feet) portion of the said sixty (60) foot wide E. Heritage Drive right-of-way; and

WHEREAS, pursuant to Section 70-25 of the Code of Ordinances of the City of Friendswood, Texas, the applicant has supplied all required information to the City, and the City Council has conducted public hearings with the Planning and Zoning Commission and City Council to consider any public comments concerning the proposed vacation; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ of the application for the request to vacate the .1738 acre portion of 60-foot right-of-way of E. Heritage Drive; and

WHEREAS, the City Council of the City of Friendswood deems it in the best interest of the City of Friendswood to approve the vacation of the .1738 acre portion of sixty (60) foot wide E. Heritage Drive right-of-way to the applicant.

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

Section 1. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, any and all quitclaim deeds necessary to provide for the vacation and release of the following portion of the right-of-way to the owner of property located at 202 E. Heritage Drive also known as Lot 1, Block 2 of the Final Plat of First Baptist Church of Friendswood, Texas:

A .1738 acre (7,569 square feet) of land situated in the S. McKissick Survey, Abstract No. 151, Galveston County, Texas, and being a portion of land out of Lot 1, in Block 2 of Friendswood Subdivision, a subdivision according to the map or plat thereof recorded under Volume 254, Page 37 of the Galveston County plat records, also known as an unrecorded portion of E. Heritage Drive. Said easement area to be released is more clearly shown on the survey attached hereto and made a part hereof.

Section 2. That the metes and bounds description attached to this ordinance as Exhibit “A” shall constitute the legal description of the right-of-way being vacated and released to the owner of property located at 202 E. Heritage Drive, also known as Lot 1, Block 2 of the Final Plat of First Baptist Church of Friendswood, Texas.

PASSED AND APPROVED on first reading this 6th day of April, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 4th day of May, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

PROJECT BENCHMARK:

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NUMBER 210195
HGCSO STAINLESS STEEL ROD STAMPED HGCSO 37 1986 AT US
59 AND NEWCASTLE DRIVE LOCATED S. OF INTERSECTION,
INSIDE CITY OF HOUSTON WATER TANKS, 46 FT W. OF ROAD &
60 FT NE OF POWER TRANSFORMER IN KEYMAP 4912.
ELEVATION: 55.079 FEET NAVD 1988, 2001 ADJUSTED.

F.E.M.A. FLOOD ZONE STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 49201G1065 M, DATED JANUARY 6th 2017 AND HAVE
DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY
WITHIN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE THE
100-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "X SHADED" OR
AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN.
NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE
FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN
ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT
DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO
FLOODING UNDER SPECIFIC CONDITIONS.

GENERAL SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON WERE
OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO
NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL
4204.
2. ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING
LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE
QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT
ABSTRACTED.
3. WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER
ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY.
SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE
APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
4. THIS SURVEY DEPICTS THE FOOTPRINT OF ALL BUILDINGS,
PROTRUSIONS SUCH AS EAVES, OVERHANGS, WINDOW LEDGES,
ETC. ARE NOT SHOWN.
5. SUBJECT TO THE CITY ORDINANCES NOW IN FORCE IN THE CITY
OF FRIENDSWOOD, HARRIS COUNTY, TEXAS.
6. A METES AND BOUNDS DESCRIPTION WAS PREPARED IN
CONJUNCTION WITH THIS SURVEY MAP, BY KEVIN K. KOLB, RPLS
5269, ON APRIL 1, 2019. (TSI JOB No. 12-038)

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	457.04'	123.38'	15°28'00"	N 52°44'00" E	123.00'

LEGEND:

WM - WATER METER
PP - POWER POLE
CONC. - CONCRETE
TR - TOP OF RIM
FL - FLOW LINE
RCP - REINFORCED CONCRETE PIPE
S - STORM SEWER LINE
SS - SANITARY SEWER LINE
W - WATER LINE
OHP - OVERHEAD POWER LINE
TC - TOP OF CURB
G - GUTTER
A/C - AIR CONDITIONING UNIT
IR - IRON ROD
CM - CONTROL MONUMENT
G.C.M.R. - GALVESTON COUNTY MAP RECORDS
G.C.D.R. - GALVESTON COUNTY DEED RECORDS
G.C.C.F. - GALVESTON COUNTY CLERK'S FILE
TX.S.P.R. - TEXAS STATE PLANE COORDINATE SYSTEM

BEING 0.1738 ACRES OR 7,569
SQUARE FEET OF LAND SITUATED
IN THE S. MCKISSICK SURVEY,
ABSTRACT NO. 151, GALVESTON
COUNTY, TEXAS, AND BEING A
PORTION OF LAND OUT OF LOT 1, IN
BLOCK 2, OF FRIENDSWOOD
SUBDIVISION, A SUBDIVISION
ACCORDING TO THE MAP OR PLAT
THEREOF RECORDED UNDER
VOLUME 254, PAGE 37 OF THE
GALVESTON COUNTY PLAT
RECORDS, ALSO KNOWN AS AN
UNRECORDED PORTION OF E.
HERITAGE DRIVE,
CITY OF FRIENDSWOOD,
GALVESTON COUNTY, TEXAS

PECAN DRIVE
(60' PUBLIC RIGHT-OF-WAY)
P.R. 18, MAP No. 900 & 901 G.C.M.R.

FINAL BLOCK 2
PLAT OF
FIRST BAPTIST CHURCH
OF FRIENDSWOOD
P.R. 18, MAP No. 900 & 901 G.C.M.R.

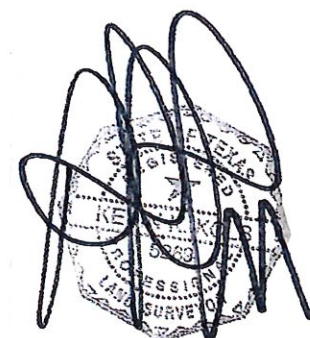
CALLLED 0.8151 ACRES
JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT
TO
FIRST BAPTIST CHURCH OF FRIENDSWOOD, and
JOSEPH MITCHELL WRIGHT and ARTHA T. WRIGHT
G.C.C.F. No. 2007037162
6-7-2007

LOT 1, BLOCK 2
FRIENDSWOOD
SUBDIVISION
VOL. 254, PG. 37 G.C.D.R.

CALLLED 0.9117 ACRES
CATHERINE MANCHACA
TO
FIRST BAPTIST CHURCH OF FRIENDSWOOD
G.C.C.F. No. 2007037164
6-7-2007

E. HERITAGE DRIVE
(60' PUBLIC RIGHT-OF-WAY)
P.R. 18, MAP No. 900 & 901 G.C.M.R.

TSI
TOTAL SURVEYORS, INC.
4301 CENTER STREET, DEER PARK, TEXAS
PHONE: 281.479.8719 | TOTALSURVEYORS.COM
T.B.P.L.S. FIRM REGISTRATION No. 10075300



DRAWING INFORMATION			
SCALE	1" = 30'		
PAPER SIZE	11"x17" LANDSCAPE		
PROJECT No.	12-038		
FIELD DATA		DRAFTING	
CREW	-	BY	EEB
DATE	-	DATE	4-1-2019

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: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-20: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment V" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the fifth set for fiscal year 2019-2020.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

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

Expenditure Required: \$576,177

Amount Budgeted: \$0

Appropriation Required: \$576,177

Source of Funds: Unassigned General Fund, General Fund Revenue, TX Water Development Board Buy-out Program Grant, 2016 General Obligation Bond Proceeds, Police Investigation Fund

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 V 2019–20.

ATTACHMENTS

1. Ord 2020-20 BA V 2019-20
2. Ord 2020-20 Exhibit A
3. Ord 2020-20 Exhibit B

(Title: An Ordinance adopting Budget Amendment V to the Original General Budget of the City for Fiscal Year 2019-2020 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2020-20

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2019-38, PASSED AND APPROVED OCTOBER 7, 2019, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2019-2020 BY APPROVING "BUDGET AMENDMENT V" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2019-2020"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2019-38, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2019-2020"; 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 2019-2020;

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 2019-2020,” is hereby amended for municipal purposes as shown on “Budget Amendment V” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2019-2020” attached hereto. Said Budget Amendment V shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2019 – 2020
Budget Amendment V
April 6, 2020**

1. **Texas Water Development Board Buy-out Program Grant - Services Contract, \$20,000.** Appropriate advance funding for the service contract with Jeffrey S. Ward and Associates (JSWA). The City was awarded a grant through FEMA and Texas Water Development Board in January 2020 for Hurricane Harvey related property buy-outs. One hundred percent (100%) of the cost for services are covered under the grant. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.
2. **Texas Water Development Board Buy-out Program Grant, \$503,967.** Appropriate advance funding to purchase 222 Shadwell Lane through the Texas Water Development Board Buy-out Program grant. The City was awarded a grant through FEMA and Texas Water Development Board in January 2020. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.
3. **Parks and Recreation Playground Equipment Donation, \$5,201.** Appropriate a donation received from the Friendswood Rotary Club for playground equipment at Renwick Park. The Friendswood Rotary Club was awarded a grant from Rotary International for playground equipment for area parks. The donation will reimburse the Parks division for the cost of the playground equipment already purchased and installed at Renwick Park.
4. **Keep Texas Beautiful Grant, \$1,250.** Appropriate additional funds received from Keep Texas Beautiful H-E-B Green Bag Grant. In addition to the already awarded amount in January 2020 of \$1,500, the City received an additional \$1,250 to help fund educational and programmatic projects. Funds will be appropriated to the Keep Friendswood Beautiful division's operating supplies account budget for the fairy trail in Stevenson Park.
5. **Parks & Recreation Photo Contest Sponsor, \$500.** Appropriate donation received for the Keep Friendswood Beautiful photo contest event. Hometown Bank's donation will be appropriated back to KFB operating supplies account.
6. **Parks & Recreation Dog Park Monument Sign, \$25,060.** Appropriate funds to purchase and install a Dog Park monument sign at Old City Park. The funding source for this has been identified as the 2016 General Obligation Bonds.
7. **Police Investigation Fund, \$7,857.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating equipment account. A high-speed laptop computer and mapping software will be purchased to be used in conjunction with drone equipment, the police staff will be able to map crime scenes and serious injury/fatality accident scenes. Funds will be allocated from the Police Investigation federal unassigned fund balance.

8. **Police Investigation Fund, \$4,584.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating equipment account. Equipment is being purchased to upgrade the daily body armor with hard plates. Funds will be allocated from the Police Investigation federal unassigned fund balance.
9. **Police Department Active 911 Communications Reimbursement, \$2,388.** Appropriate reimbursement from outside agencies for internet paging subscribers services with Active 911. The reimbursement will be appropriated to the Police Communication division's operating services account.
10. **City Hall Conference Room Furniture, \$5,640.** Appropriate funds to upgrade furniture in the large conference room in City Hall. Funds from the unassigned general fund balance will be appropriated back to the City Manager's operating budget.

City of Friendswood

April 6, 2020

2019-2020 Budget Amendment V - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-14018		Due from TWDB Grant Funds for contract services with Jeffrey Ward & Assoc	20,000
1	001-10199		Due from TWDB Grant Funds for contract services with Jeffrey Ward & Assoc	(20,000)
1	121-10199		Due to General Fund for contract services with Jeffrey Ward & Assoc for the TWDB Buy-out Program Grant	20,000
1	121-26010		Due to General Fund for Contract Services with Jeffrey Ward & Assoc for the TWDB Buy-out Program Grant	(20,000)
2	001-14018		Due from TWDB Grant funds for purchasing 222 Shadwell Lane for the TWDB Buy-out Program Grant	503,967
2	001-10199		Due from TWDB Grant funds for purchasing 222 Shadwell Lane for the TWDB Buy-out Program Grant	(503,967)
2	121-10199		Due General Fund for purchasing 222 Shadwell Lane for the TWDB Buy-out Program Grant	503,967
2	121-26010		Due General Fund for purchasing 222 Shadwell Lane for the TWDB Buy-out Program Grant	(503,967)
3	001-0000-38600		Appropriate donation received from the Friendswood Rotary Club for playground equipment at Renwick Park	(5,201)
3	001-6430-456.6400		Appropriate donation received from the Friendswood Rotary Club for playground equipment at Renwick Park	5,201
4	001-0000-33430		Appropriate funds from KTB H-E-B Green Bag Grant to KFB operating supplies	(1,250)
4	001-6424-458.5400		Appropriate funds from KTB H-E-B Green Bag Grant to KFB operating supplies	1,250
5	001-0000-38600		Appropriate Sponsorship donation from Hometown Bank for the Photo Contest to KFB operating supplies	(500)
5	001-6424-458.5400		Appropriate Sponsorship donation from Hometown Bank for the Photo Contest to KFB operating supplies	500
6	254-0000-30100		Appropriate 2016 General Obligation Bond Proceeds for Dog Park Monument Sign at Old City Park	(25,060)
6	254-7001-456.8800	GO1514-DG PK	Appropriate 2016 General Obligation Bond Proceeds for Dog Park Monument Sign at Old City Park	25,060
7	101-0000-30100		Appropriate PIF Asset Forfeiture Funds to purchase high-speed computer and mapping software	(7,587)
7	101-2120-421.5800		Appropriate PIF Asset Forfeiture Funds to purchase high-speed computer and mapping software	7,587
8	101-0000-30100		Appropriate PIF Asset Forfeiture Funds to upgrade daily body armor	(4,584)
8	101-2120-421.5800		Appropriate PIF Asset Forfeiture Funds to upgrade daily body armor	4,584
9	001-0000-38000		Appropriate reimbursement from agencies for subscribers services to Active 911 Internet Paging Services	(2,388)
9	001-2110-421.7400		Appropriate reimbursement from agencies for subscribers services to Active 911 Internet Paging Services	2,388
10	001-0000-30500		Appropriate funds from unassigned General Fund balance to upgrade furniture in the conference room	(5,640)
10	001-0301-413.5400		Appropriate funds from unassigned General Fund balance to upgrade furniture in the conference room	5,640

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: April 6, 2020

Date submitted: 3/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-21: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, postponing the Special Election scheduled to be held on Saturday, May 02, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets, to a later date; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

Originating Department: City Secretary

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This agenda item is to approve Ordinance 2020-21 which postpones the Special Sales Tax Election for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets.

Due to the novel coronavirus (COVID-19), Governor Greg Abbott has authorized all political subdivisions holding General or Special Elections on May 2, 2020, to postpone their election to the November 3, 2020, uniform election date. A postponement of an election requires the governing body of that political subdivision to take an official action for such a change to be effective.

As stated in the Ordinance, in the event the Governor authorizes the postponement of the May 02, 2020, election to another date prior to November 03, 2020, the City Council reserves the right to amend this order and ordinance to authorize an alternative date for the election.

If you recall, at the last Council meeting the General Election was cancelled but the candidates names were still required to appear on the May ballot as "Unopposed Candidates Declared Elected". With the postponement, it is no longer required for their names to be on the ballot so Sally Branson and John Scott will begin their new terms after May 2, 2020.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The registered voters will participate in the electoral process without danger of contracting the coronavirus.

RECOMMENDATIONS

Consider the ordinance postponing the Special Sales Tax Election.

ATTACHMENTS

1. Ord 2020-21 Special Election postponement

ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, POSTPONING THE SPECIAL ELECTION SCHEDULED TO BE HELD ON SATURDAY, MAY 02, 2020, FOR THE PURPOSE OF REAUTHORIZING THE LOCAL SALES AND USE TAX AT THE RATE OF THREE-EIGHTHS (3/8) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, TO A LATER DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith.

* * * * *

WHEREAS, on or about March 13, 2020, the Governor of the State of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster in every county in the State of Texas; and

WHEREAS, on or about March 18, 2020, the Governor issued a Proclamation suspending certain sections of the Texas Election Code, among others, to allow political subdivisions of the State that would otherwise hold elections on May 02, 2020, to postpone elections to the next uniform election date, November 03, 2020; and

WHEREAS, on or about February 03, 2020, the City adopted Ordinance No. 2020-06 which ordered a General Election for Saturday, May 02, 2020, for the purpose of electing two officials of the City, to wit: City Council Position 2 and City Council Position 5; of which General Election was subsequently cancelled at a March 02, 2020, City Council meeting by adoption of Ordinance No. 2020-15, due to the candidates being certified as unopposed and were declared duly elected to the respective offices; and

WHEREAS, on or about February 03, 2020, the City adopted Ordinance No. 2020-07 which ordered a Special Election for Saturday, May 02, 2020, for the purpose of submitting a proposition pertaining to the reauthorization of the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and

WHEREAS, it is pursuant to the authority of the Governor's March 13, 2020, disaster declaration and the March 18, 2020, proclamation that this Ordinance is adopted; *i.e.*, to postpone the City of Friendswood Special Election from Saturday, May 02, 2020, to Tuesday, November 03, 2020, or a date in Summer, 2020, if authorized by the Governor; and

WHEREAS, a request has been made to the Governor to allow the postponement of the May 02, 2020, election to another date prior to November 03, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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. Pursuant to Election Advisory No. 2020-12, issued by the Texas Secretary of State's Office on or about March 18, 2020, the City Council is exercising its authority to postpone the May 2, 2020 election date and makes the following findings, and incorporates them by reference into this Ordinance: (1) all candidate filings for the May 02, 2020, General Election were valid, and pursuant to Ordinance No. 2020-15, the candidates for City Council Position 2 and City Council Position 5 have been duly certified as unopposed and declared duly elected to the respective offices; (2) the proposition language for the Special Election to reauthorize the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets shall remain valid; (3) all applications for a ballot by mail for voters who are voting by mail due to

being over the age of 65 or due to disability will remain valid for the postponed election; however, all applications for a ballot by mail based upon a voter's expected absence from the county will not be valid for the postponed election; and (4) the major relevant dates for the November 03, 2020, election are as follows: deadline for registration to vote in the November 03, 2020, election is October 05, 2020; the deadline to submit an application for a ballot by mail is October 23, 2020; and early voting is October 19, 2020, through October 30, 2020.

Section 3. The Special Election scheduled for Saturday, May 02, 2020, for the purpose of submitting a proposition pertaining to the reauthorization of the local sales and use tax at the rate of three-eighths ($\frac{3}{8}$) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets is hereby postponed until Tuesday, November 03, 2020, pursuant to the authority referenced in the Preamble to this Ordinance, or a date in Summer, 2020, if authorized by the Governor, and it is hereby so ordered.

Section 4. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of 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 by one or more parts.

Section 5. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. In the event the Governor authorizes the postponement of the May 02, 2020, election to another date prior to November 03, 2020, the City Council reserves the right to amend this order and ordinance to authorize an alternative date for the election.

Section 7. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon.

The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first and final reading this 6th day of April, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 1/30/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving an agreement with Friendswood Area Swim Team (FAST) for the use of the Sesquicentennial Swimming Pool and authorizing the Mayor to execute the agreement

Originating Department: Parks and Recreation

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Annually at this time of year, City Council reviews and authorizes the use of the Sesquicentennial Swimming Pool to the Friendswood Area Swim Team (FAST). FAST provides a competitive swimming program during the summer months for the residents of Friendswood.

The Friendswood Area Swim Team has a long-standing relationship with the City and has utilized the pool for swim team purposes since the pool opened in 1987.

* Fees are budgeted in the general fund operating budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval of the FAST contracts as presented. The City Attorney has reviewed and approved the agreement.

ATTACHMENTS

1. 2020 FAST License Agreement

**LICENSE AGREEMENT
CITY OF FRIENDSWOOD, TEXAS**

STATE OF TEXAS
COUNTIES OF GALVESTON AND HARRIS

This License Agreement made and entered into this 6th day of April 2020, by and between the City of Friendswood, Texas ("City"), and the Creek Community Swim Association, dba Friendswood Area Swim Team ("FAST"), is as follows:

1. That in consideration and subject to the terms and conditions herein, City does hereby grant unto FAST, a license to use and occupy the City of Friendswood Municipal Pool located at Stevenson Park, Friendswood, Texas, on the days and during the times set forth in Exhibit "A" attached hereto and made a part hereof.
2. The purpose for which said pool is to be used is for summer league swim team, including practice sessions and swim meets to be conducted on the days and during the times set forth in Exhibit "A" attached hereto.
3. **FAST agrees to provide to City on or before the 20th day of April, 2020, proof of general liability insurance in the following minimum amounts:**

Combined Bodily Injury and Property Damage:

\$1,000,000 per occurrence

\$1,000,000 aggregate

Said insurance shall be in effect for all times during which FAST is to have access to the city pool as set forth herein, and said insurance shall show the City of Friendswood, Texas, its agents, officers, and employees as coinsured under said policy. The City of Friendswood expressly disclaims any liabilities associated with FAST swim team personnel actions including, job related injuries. All such liabilities are expressly disclaimed.

4. **FAST agrees to provide at its expense, at all times that it uses the city pool, a certified lifeguard. FAST will provide the City of Friendswood with a photocopy of the certifications before April 20, 2020.**
5. FAST agrees to comply with all laws, rules, regulations, guidelines and ordinances of the City of Friendswood, the Counties of Galveston and Harris, the State of Texas, and the United States of America, including the Centers for Disease Control and Prevention (CDC).
6. The right to use the premises granted hereby may not be assigned.

7. FAST agrees to pay all heating/gas costs related to the pool boiler while in use by FAST.
8. FAST accepts the pool, its equipment, and attendant structures and facilities in their present condition and state of repair.
9. This License Agreement shall be revocable at any time upon good cause with a thirty day written notice from either party, and shall be subject to **immediate termination** by the City for public health and safety reasons, including, but not limited to CDC guidelines and recommendations.
10. FAST agrees to and shall indemnify and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, damages, expenses, suits or causes of action, or liability arising out of or caused by use of City pool and adjoining premises authorized hereby by FAST or its principals, employees, invitees or agents.

Executed in duplicate originals this the ____ day of April 2020.

CITY OF FRIENDSWOOD, TEXAS

Mike Foreman, Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

CREEK COMMUNITY SWIM ASSOCIATION
dba FRIENDSWOOD AREA SWIM TEAM

Jeff Theall, President

EXHIBIT “A”
Friendswood Area Swim Team (FAST) Practice and Swim Meet Schedule 2018

WEEKDAY PRACTICE SCHEDULE**

April 20 – April 24	5:00 p.m. – 7:00 p.m.	New Swimmer Clinic
April 27 May 1 – May 22	4:30 p.m. – 8:00 p.m.	FAST Pre-Summer Practice
May 26 – June 26	7:45 a.m. – 10:00 a.m. 5:00 p.m. – 7:00 p.m.	FAST Summer Practice
June 29 – July 3	5:00 p.m. – 7:00 p.m.	
July 6 – July 10	7:45 a.m. – 10:00 a.m.	

HOME SWIM (Full) MEET SCHEDULE**

*May 30	6:00 a.m. – 2:00 p.m.
*June 13	6:00 a.m. – 2:00 p.m.
*June 27	6:00 a.m. – 2:00 p.m.

** FAST will be allowed to perform a lite setup for swim meets no earlier than 5:00pm on the Friday night before meet, as long as it does not impede on the City open swim program from 7-9:30p.m.*

ANNUAL MEETING/AWARDS**

Parents Meeting	Stevenson Park Pool	April 20, 5:00-7:00 p.m.
Pre-Season Pizza Party	Stevenson Park Pool	May 29, 5:30-7:00 p.m.
End of Season Party & Awards	Stevenson Park Pool	June 29 or 30, 5:00-7:00 p.m.

NO PRACTICE OR SWIM MEETS ON THE FOLLOWING DATES

May 25	Memorial Day
July 4	4th July

****All practice, swim meet, and party schedules are contingent on the guidelines, recommendations and requirements of the Federal Government and CDC regarding COVID-19 and the allowance of the number of people gathering at any given time.**

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: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ratifying the City Manager's signature on an agreement for American Tower, on behalf of T-Mobile, to make modifications to the telecommunications tower located at the Public Safety Building, 1600 Whitaker Dr.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

A representative of Tower Alliance, Melanie Catanese, is requesting authorization for Tower Alliance/American Tower to perform work for an existing tenant, T-Mobile, on the existing tower located at the Public Safety Building at 1606 Whitaker Dr.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of T-MOBILE's equipment will not change the overall height of the tower.

After this authorization, T-Mobile will be required to obtain the required building permits to conduct the work.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As wireless technology and coverage demands continue to change, providers routinely replace upgrade equipment.

RECOMMENDATIONS

All modifications are to the existing tower and within the existing site. Representatives of the Police Department who oversee PD Communications reviewed the request and have no objections.

ATTACHMENTS

1. 268232_13197947_CD
2. American Tower Agreement

GENERAL NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTORS SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
2. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
3. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
4. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
5. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
6. THE SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
7. THE SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
8. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWING MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
9. ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORK TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.

T-Mobile®

CAPACITY L1900

SITE NAME
ATC / FRIENDSWOOD

T-MOBILE SITE NUMBER
A3D0197A

ATC SITE NAME / NUMBER
FRIENDSWOOD PS BLDG TX / 268232

E911 SITE ADDRESS
1606-A HAROLD L. WHITAKER DR (911)
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

APPROVED FOR CONSTRUCTION

PROPERTY OWNER OR REP.	RF
LAND USE PLANNER	NETWORK
T-MOBILE	BACKHAUL
OPERATIONS	CONSTRUCTION MANAGER

SHEET INDEX

T-1	TITLE SHEET (COVER PAGE)
C-1	SITE PLAN
C-1A	EQUIPMENT LAYOUT
C-2	TOWER ELEVATION & COAX LAYOUT
C-3	ANTENNA PLAN
G-1	GROUNDING DETAILS

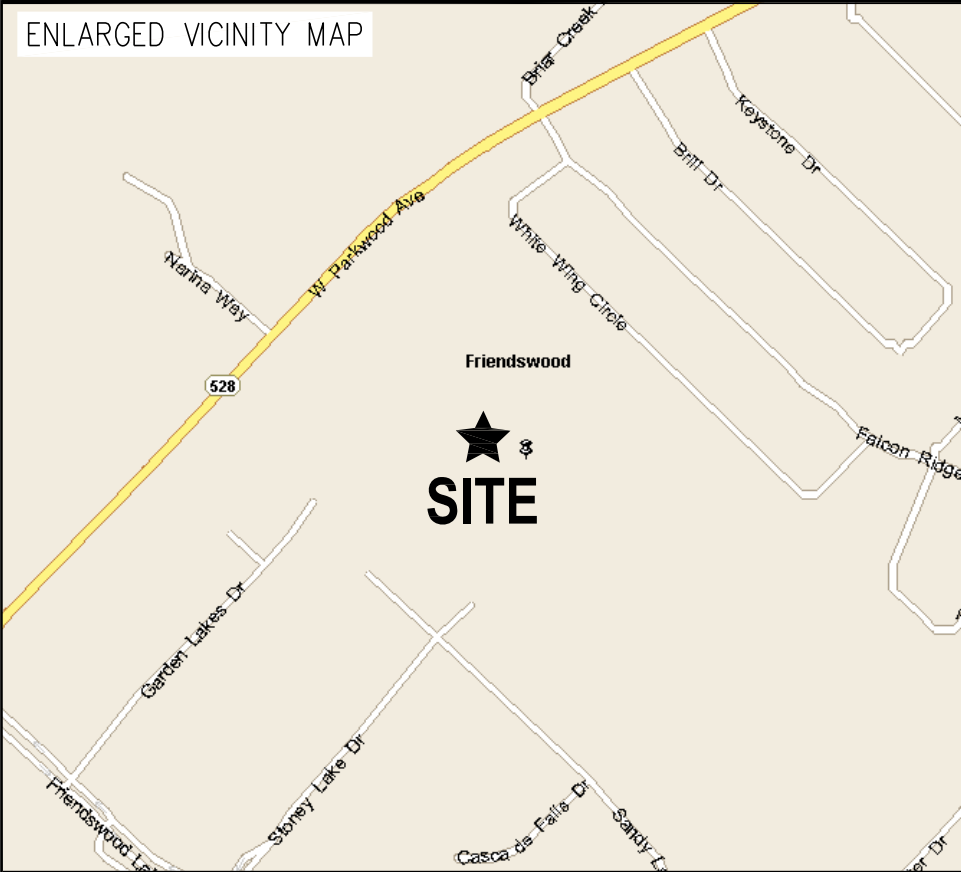
DRIVING DIRECTIONS:

DEPART 4660 NORTH SAM HOUSTON PARKWAY EAST, TX 77032 TURN RIGHT (NORTH) ONTO RAMPKEEP STRAIGHT ONTO EDLOE STTURN LEFT (SOUTH) ONTO LOCAL ROAD(S)TURN LEFT (SOUTH-EAST) ONTO LOCAL ROAD(S)KEEP STRAIGHT ONTO EDLOE STKEEP STRAIGHT ONTO RAMPTURN RIGHT (EAST) ONTO SOUTHWEST FWYTAKE RAMP (LEFT) ONTO US-59 [SOUTHWEST FWY]TAKE RAMP (LEFT) ONTO SR-288 [SOUTH FWY]TAKE RAMP (RIGHT) ONTO I-45 [US-75]AT EXIT 25, TAKE RAMP (RIGHT) ONTO GULF FWYKEEP RIGHT ONTO RAMBEAR RIGHT (SOUTH-WEST) ONTO FM-528 [W NASA RD 1]ROAD NAME CHANGES TO LOCAL ROAD(S)ROAD NAME CHANGES TO FM-528 [W PARKWOOD AVE] TURN LEFT (SOUTH-EAST) ONTO WHITAKER RD., ARRIVE 1606-A WHITAKER RD. FRIENDSWOOD, TX 77546

BUILDING CODES

- INTERNATIONAL BUILDING CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- NATIONAL ELECTRICAL CODE, 2011 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTENTIONAL MECHANICAL CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION.

ENLARGED VICINITY MAP



VICINITY MAP



PROJECT SUMMARY:

SITE TYPE

EXISTING SELF-SUPPORT TOWER
WITH UNMANNED COMMUNICATION
EQUIPMENT AT BASE OF TOWER

SITE INFORMATION

LAT: 29.49661111° N
LONG: -95.20161110° W
ELEV: 31'
JURISDICTION: FRIENDSWOOD
OCCUPANCY: UNMANNED
CONSTRUCTION TYPE: SEFL-SUPPORT TOWER

APPLICANT

T-MOBILE
4126 SOUTHWEST FREEWAY, SUITE 1400
HOUSTON, TX 77027
CONTACT: KRISTY FLY
KRISTY.FLY3@T-MOBILE.COM

LANDLORD

AMERICAN TOWER CORPORATION
8505 FREEPORT PARKWAY SUITE 425
IRVING, TX 75063
CONTACT: LISA SCHMIDT
(972) 999-8918 - OFFICE
(214) 415-8316 - MOBILE

CONTRACTORS:

A&E CONTRACTOR

ALLPRO CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
CONTACT: CHIYU ZHANG, P.E.
OFFICE: 972-231-8893
FAX: 866-364-8375
pm@allprocgi.com

TOWER ENGINEER

ATC TOWER SERVICES, INC.
3500 REGENCY PARKWAY, STE 100
CARY, NC 27518
PHONE: 919-468-0112

TEXAS ONE CALL

CONTRACTOR TO CALL 48
HOURS BEFORE DIGGING!
PHONE: 800-545-6005
INDEPENDENT LOCATORS
TO BE USED ON ALL SITES



ACGI NO: 20-0552

DRAWN BY: J. NIXON

CHECKED BY: C. ZHANG

A 02/10/20	PRELIM CD
O 02/17/20	FINAL CD



A3D0197A
ATC / FRIENDSWOOD
ATC# 268232

1606-A HAROLD L WHITAKER DR. (E911)
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

NOTES:
SITE LAYOUT IS BASED ON ATC PROVIDED SITE DATA, DATED 01/21/16, AND PERVIOUS CD BY ALLPRO CONSULTING ACGI# 18-0225 DATED 1/28/18. NO INDEPENDENT SITE VISIT WAS PERFORMED BY ALLPRO CONSULTING GROUP, INC. TO VERIFY THE SITE DIMENSIONS OR LAYOUT. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

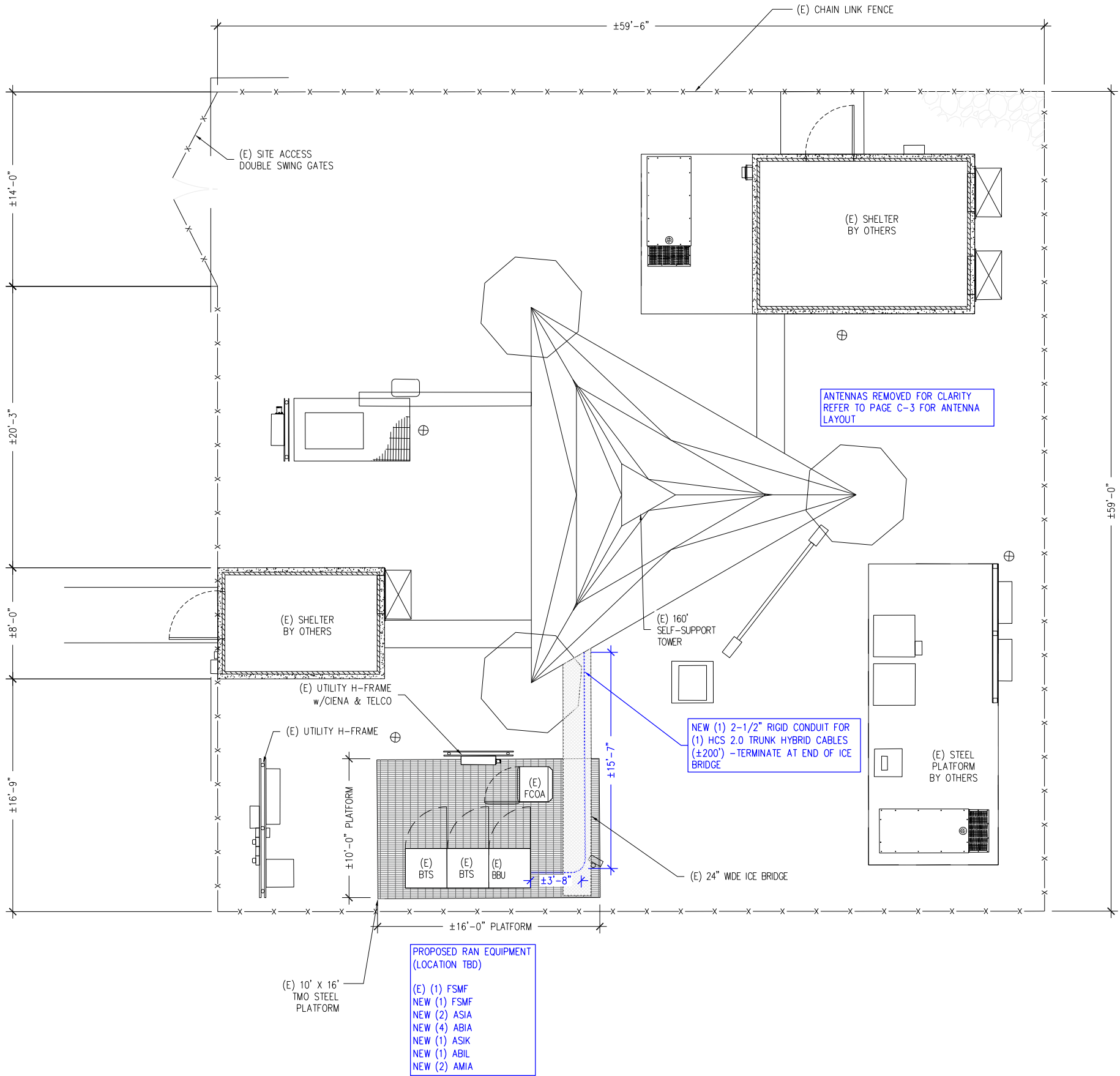
NOTE: MOUNT COMPLIANCE LETTER IS BY OTHERS. NO NEW ANTENNAS OR EQUIPMENT LOADS SHALL BE INSTALLED ON THE MOUNT WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

NOTE: ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS

TOWER STRUCTURAL ANALYSIS IS PENDING BY OTHERS. NO NEW ANTENNAS OR EQUIPMENT LOADS SHALL BE INSTALLED ON THE TOWER WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

FLOOD NOTE:
THE EXISTING SITE LIES IN FLOOD ZONE X, AREAS OF MINIMAL FLOOD HAZARD PER FIRM MAP NUMBER 48167C0202G WITH AN EFFECTIVE DATE OF 08/15/2019.

NOTE:
SITE LOCATED IN ZONE X AREA OF MINIMAL FLOOD HAZARD
NO MITIGATION REQUIRED PER FEMA



SITE PLAN

FULL SIZE PLOT: SCALE: 1/4" = 1'-0"
HALF SIZE PLOT: SCALE: 1/8" = 1'-0"

1

T-Mobile
4126 SOUTHWEST FREEWAY, SUITE 1400
HOUSTON, TX 77027



ACGI NO: 20-0552

DRAWN BY: J. NIXON

CHECKED BY: C. ZHANG

A	02/10/20	PRELIM. CD
O	02/17/20	FINAL CD



02/17/20

A3D0197A
ATC / FRIENDSWOOD
ATC# 268232

1606-A HAROLD L WHITAKER DR, (E911)
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

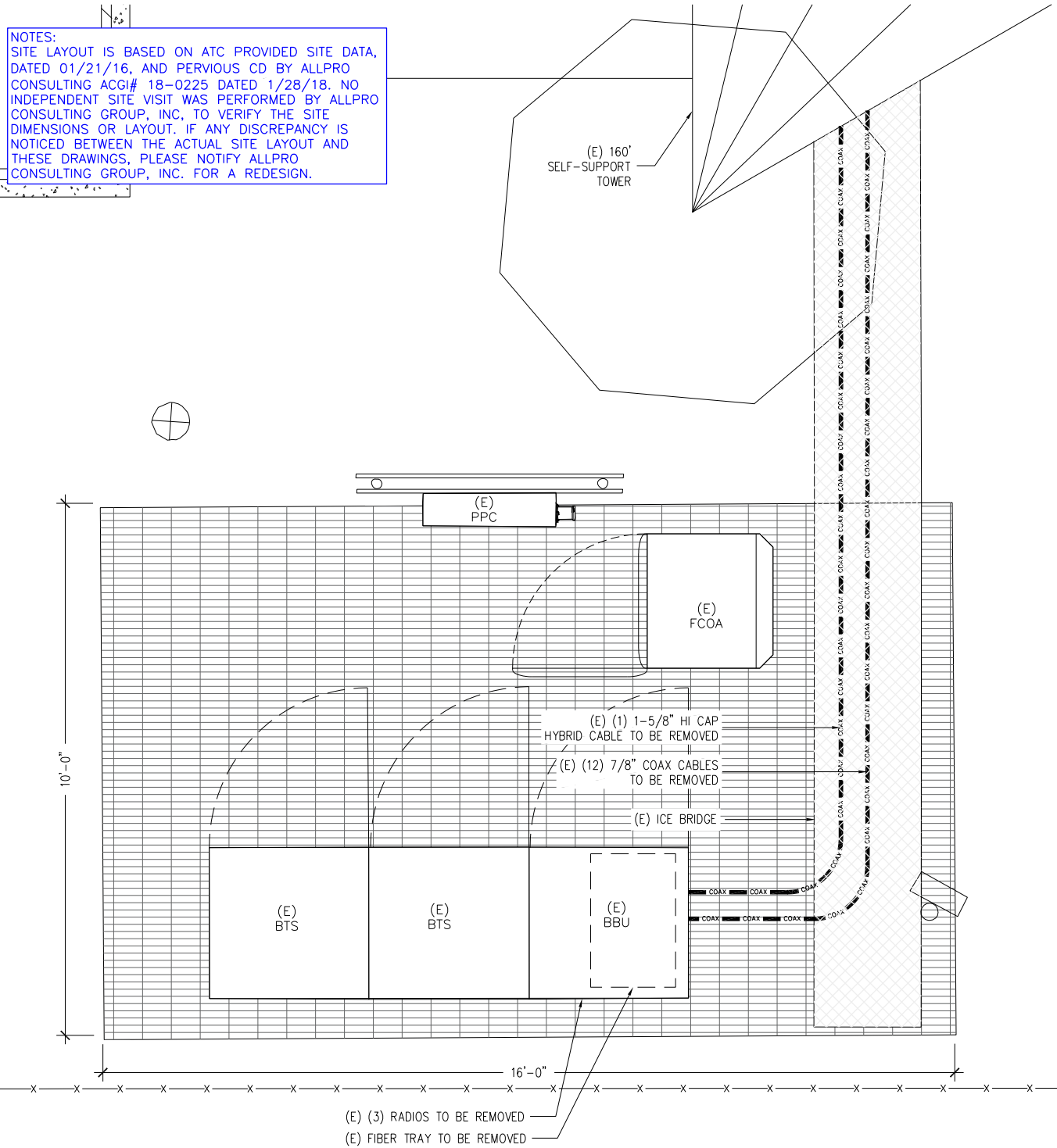
SHEET TITLE

SITE PLAN

SHEET NUMBER

C-1

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EXISTING EQUIPMENT LAYOUT

FULL SIZE PLOT: SCALE: 3/4" = 1'-0"
HALF SIZE PLOT: SCALE: 3/8" = 1'-0"

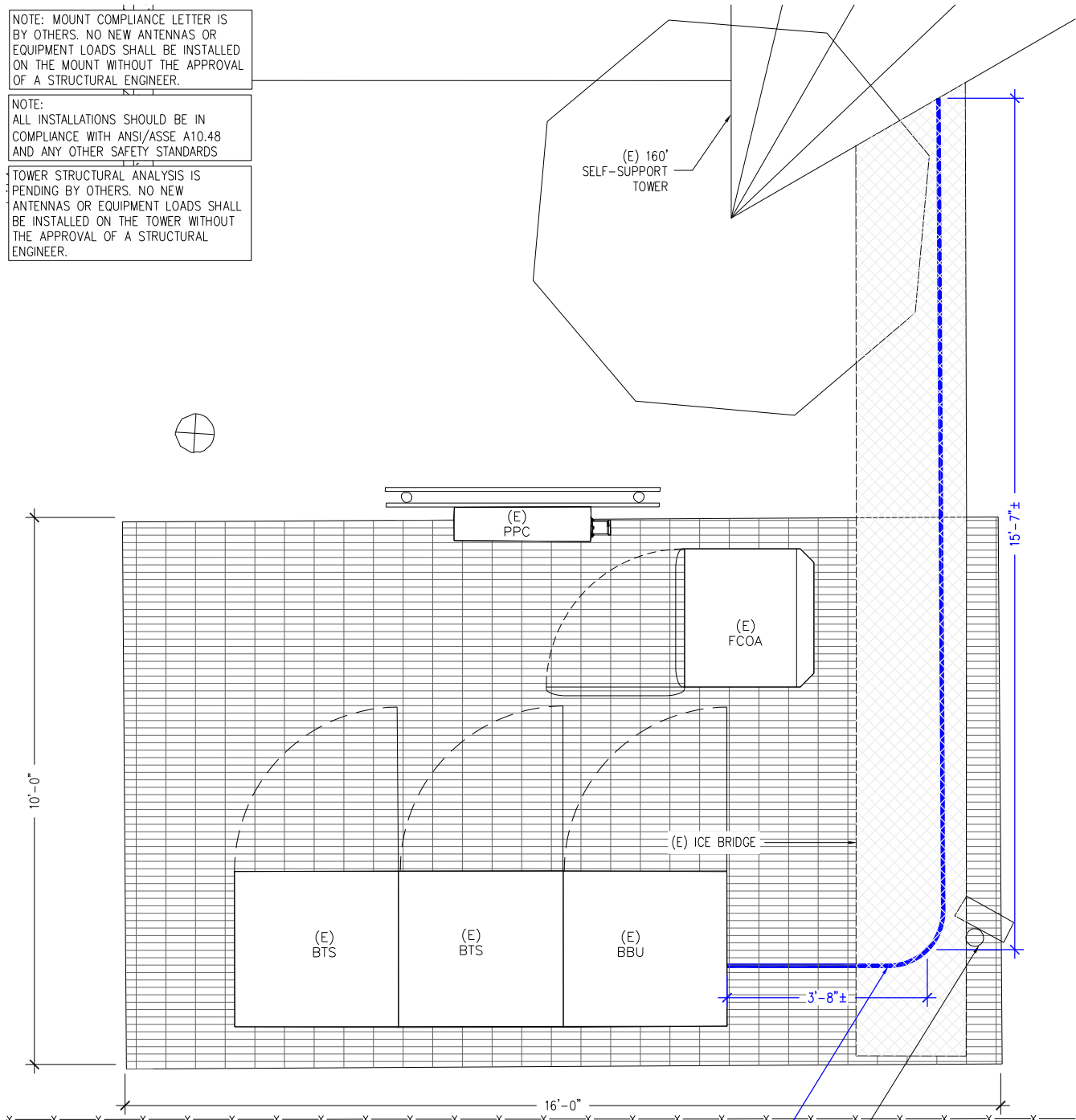
0 6" 1' 2'



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BE INSTALLED ON THE TOWER WITHOUT
THE APPROVAL OF A STRUCTURAL
ENGINEER.



PROPOSED RAN EQUIPMENT
(LOCATION TBD)

(E) (1) FSMF
NEW (1) FSMF
NEW (2) ASIA
NEW (4) ABIA
NEW (1) ASIK
NEW (1) ABIL
NEW (2) AMIA

NEW (1) 2-1/2" RIGID
CONDUIT FOR (1) HCS 2.0
TRUNK HYBRID CABLES
(±200') - TERMINATE AT END
OF ICE BRIDGE

(E) WORK LIGHT

NEW EQUIPMENT LAYOUT

FULL SIZE PLOT: SCALE: 3/4" = 1'-0"
HALF SIZE PLOT: SCALE: 3/8" = 1'-0"

0 6" 1' 2'



T-Mobile

4126 SOUTHWEST FREEWAY, SUITE 1400
HOUSTON, TX 77027



ACGI NO: 20-0552

DRAWN BY: J. NIXON

CHECKED BY: C. ZHANG

A 02/10/20 PRELIM CD
O 02/17/20 FINAL CD



02/17/20

A3D0197A
ATC / FRIENDSWOOD
ATC# 268232

1606-A HAROLD L WHITAKER DR. (E911)
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

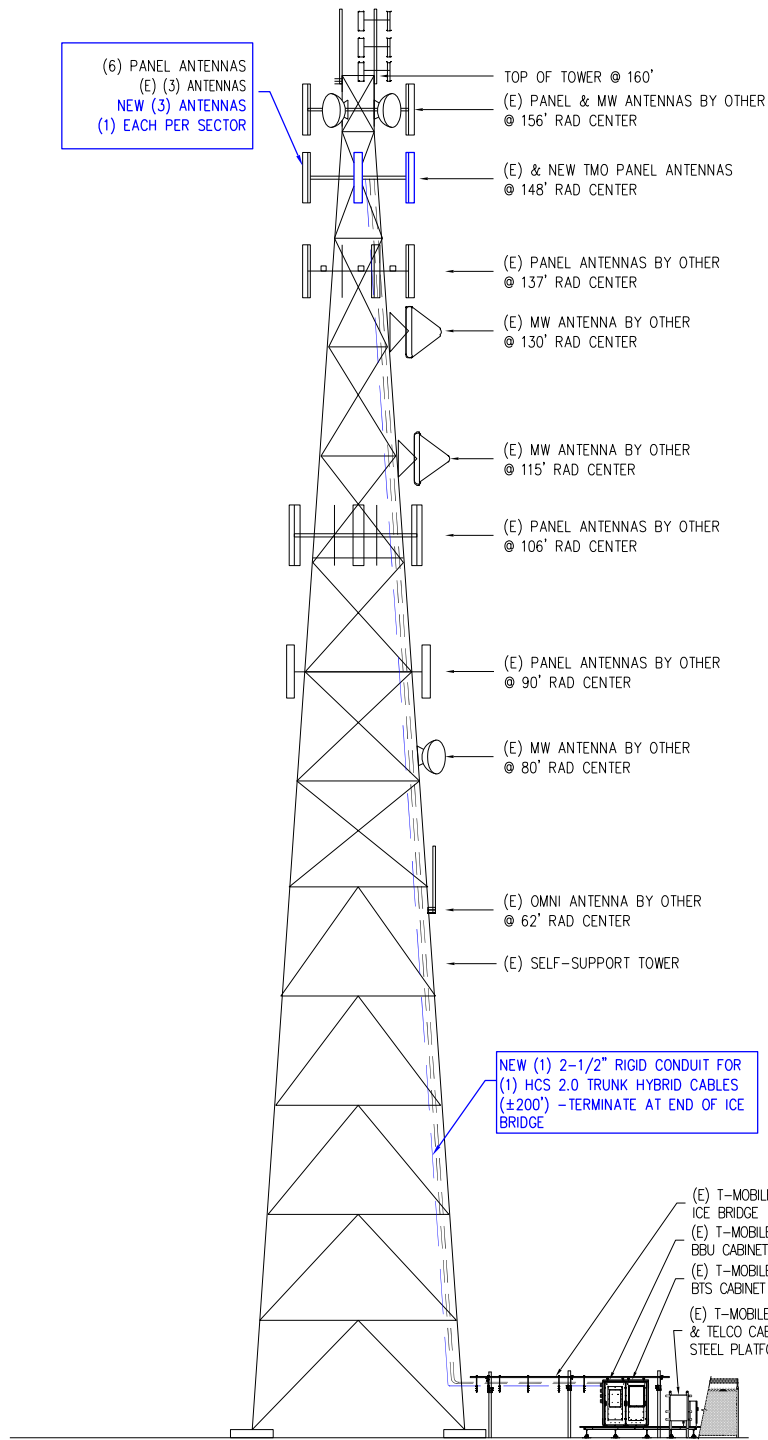
SHEET TITLE

EQUIPMENT LAYOUTS

SHEET NUMBER

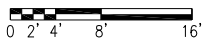
C-1A

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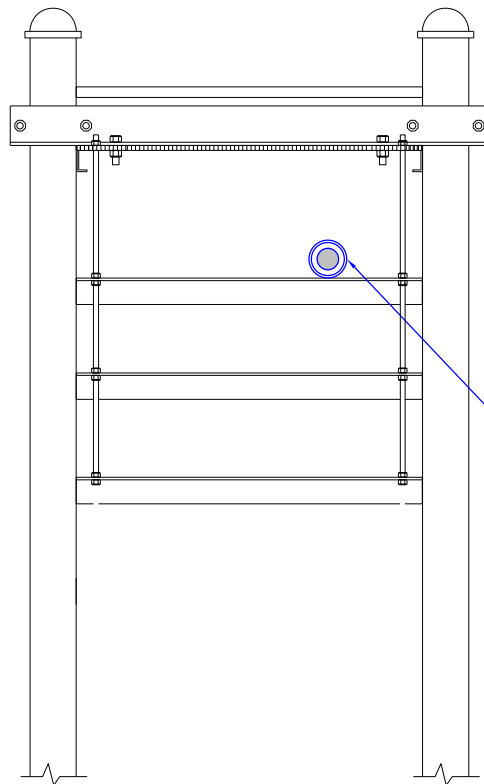


ELEVATION

FULL SIZE PLOT: SCALE: 1/8" = 1'-0"
HALF SIZE PLOT: SCALE: 1/16" = 1'-0"



1



COAX LAYOUT
N.T.S

2

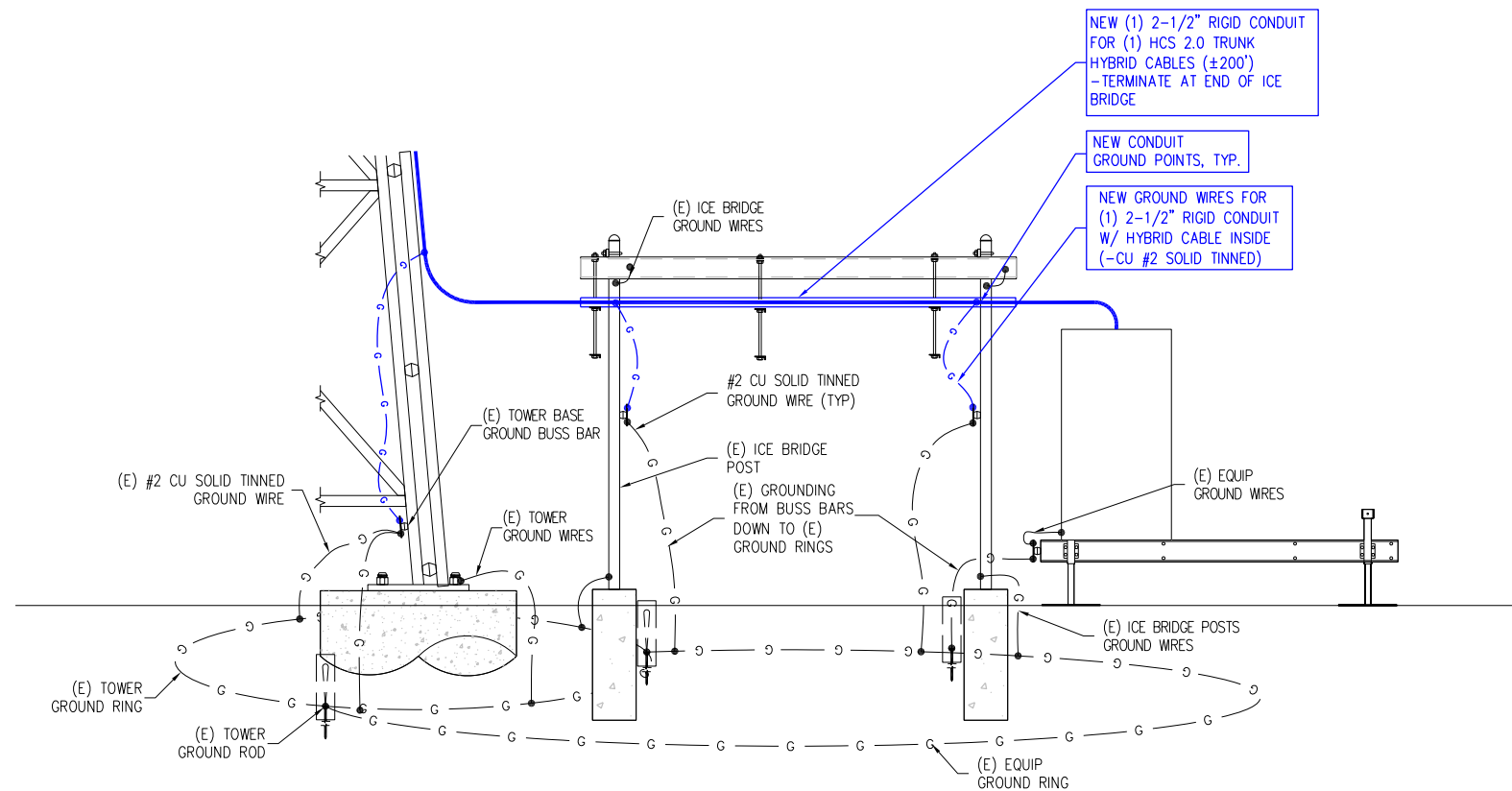
NOTE: MOUNT COMPLIANCE LETTER IS BY OTHERS. NO NEW
ANTENNAS OR EQUIPMENT LOADS SHALL BE INSTALLED ON THE
MOUNT WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE
A10.48 AND ANY OTHER SAFETY STANDARDS

TOWER STRUCTURAL ANALYSIS IS PENDING BY OTHERS. NO NEW
ANTENNAS OR EQUIPMENT LOADS SHALL BE INSTALLED ON THE
TOWER WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

NOTE:
PROPOSED ANTENNA PLACEMENT LOCATION TO BE FIELD
VERIFIED BY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION
TO AVOID ANY INTERFERENCE OR SHADOWING OF (E)
ANTENNAS. IF INTERFERENCE OR SHADOWING OF (E)
ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION,
PLEASE CONTACT ALLPRO CONSULTING GROUP INC. FOR
DESIGN REVISION PRIOR TO ANY (E) ANTENNA INSTALLATION.

NOTES:
1. VERIFY AZIMUTHS WITH RFDS
2. 2' ANTENNA SEPARATION REQUIRED.
3. CONTRACTOR TO MOVE (E) ANTENNAS TO ENDS OF
PLATFORM AS REQUIRED, WHEN APPLICABLE.
4. ROTATE SECTOR MOUNTS TO MATCH ANTENNA
AZIMUTHS AS NECESSARY
5. ALL CONDUCTORS, RET CABLES, FIBER/JUMPERS TO
BE CONTAINED IN INNERDUCT



CABLE LAYOUT
SCALE: N.T.S

3

T-Mobile
4126 SOUTHWEST FREEWAY, SUITE 1400
HOUSTON, TX 77027



ACGI NO: 20-0552

DRAWN BY: J. NIXON

CHECKED BY: C. ZHANG

A 02/10/20 PRELIM CD

O 02/17/20 FINAL CD



02/17/20

A3D0197A
ATC / FRIENDSWOOD
ATC# 268232

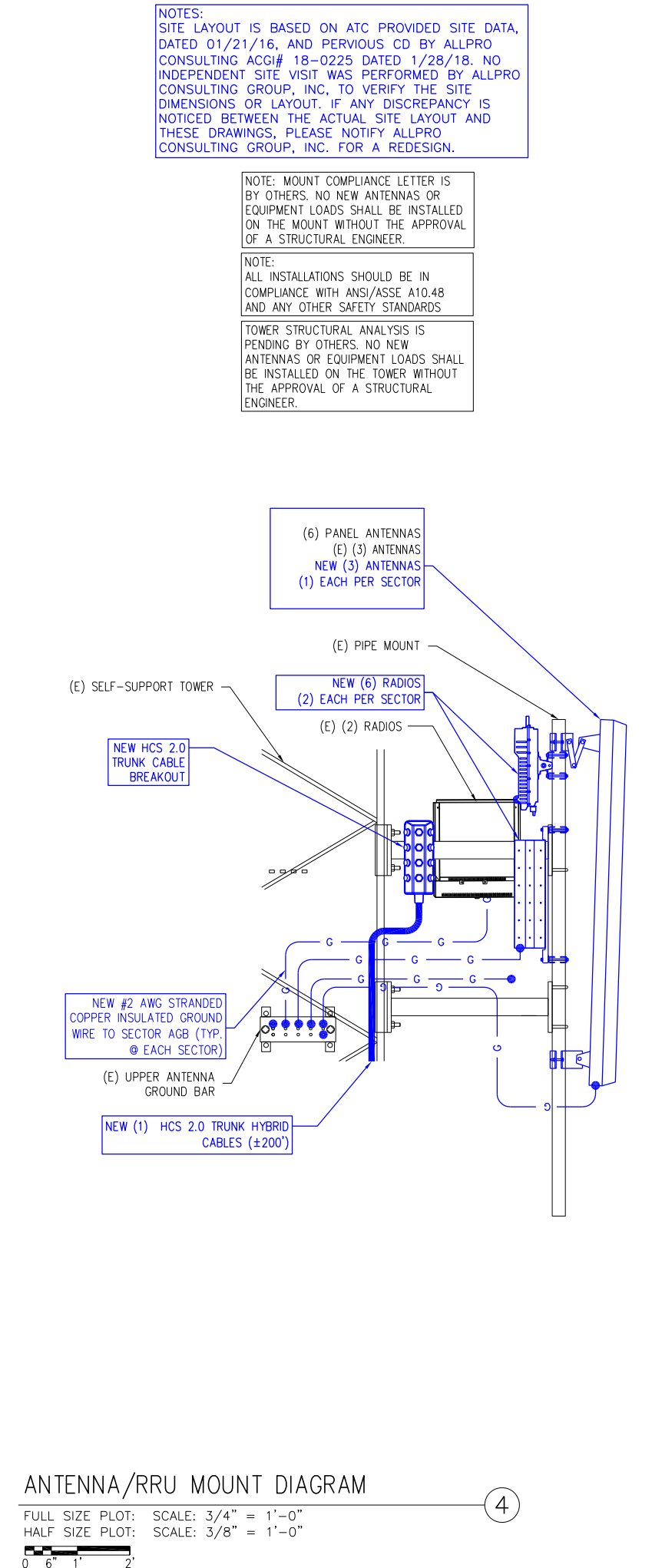
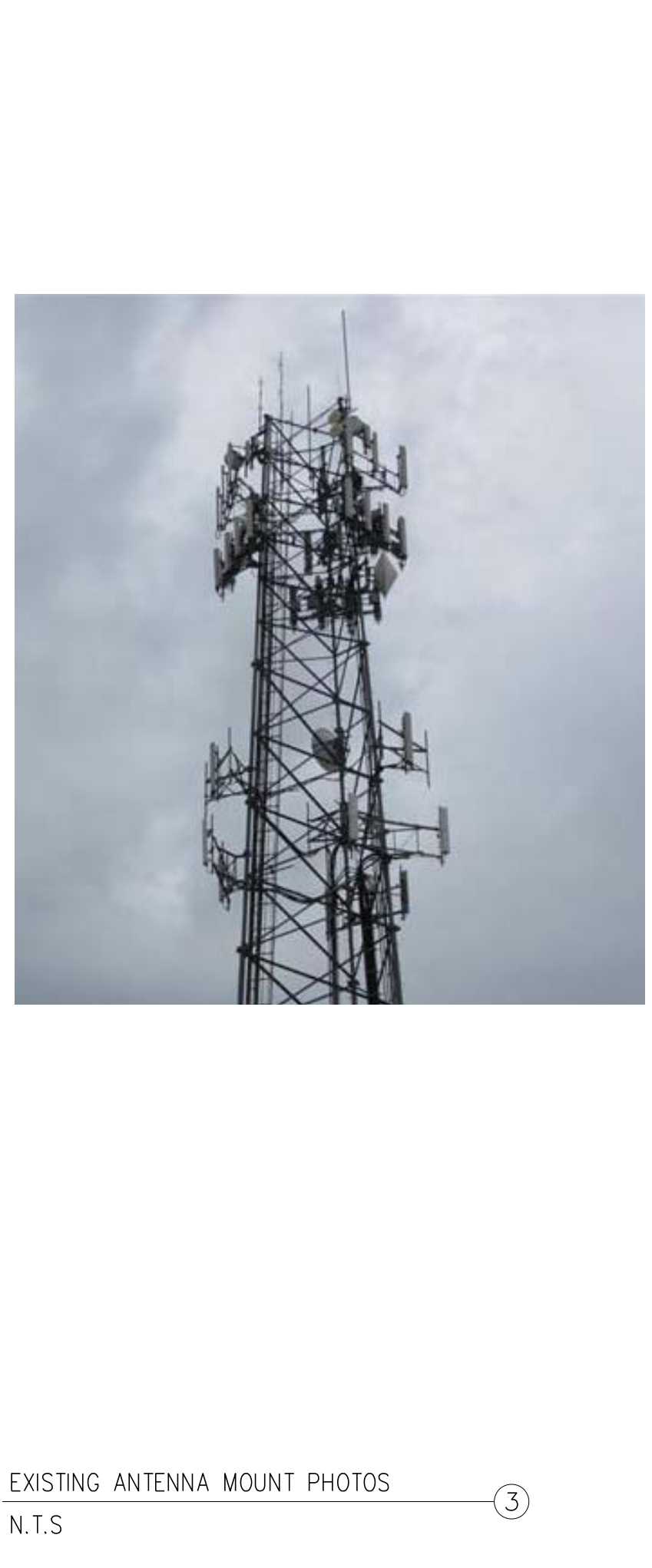
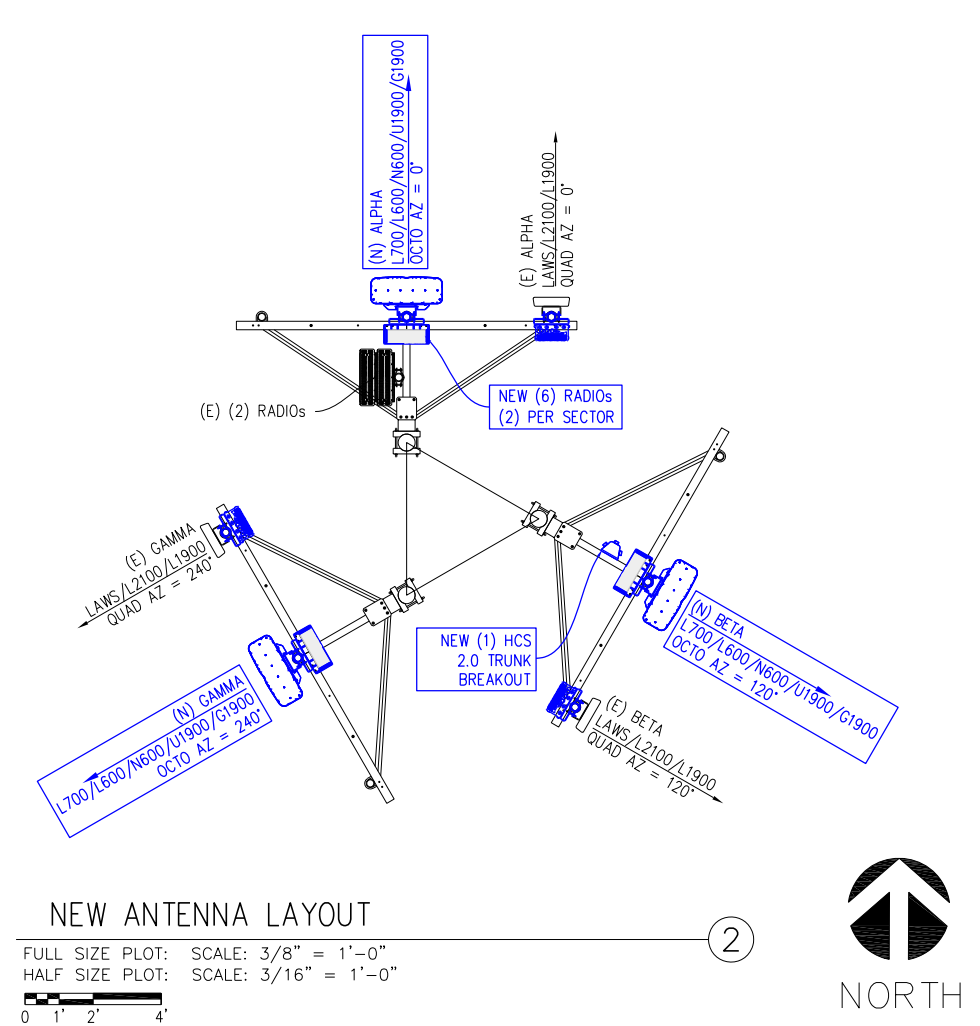
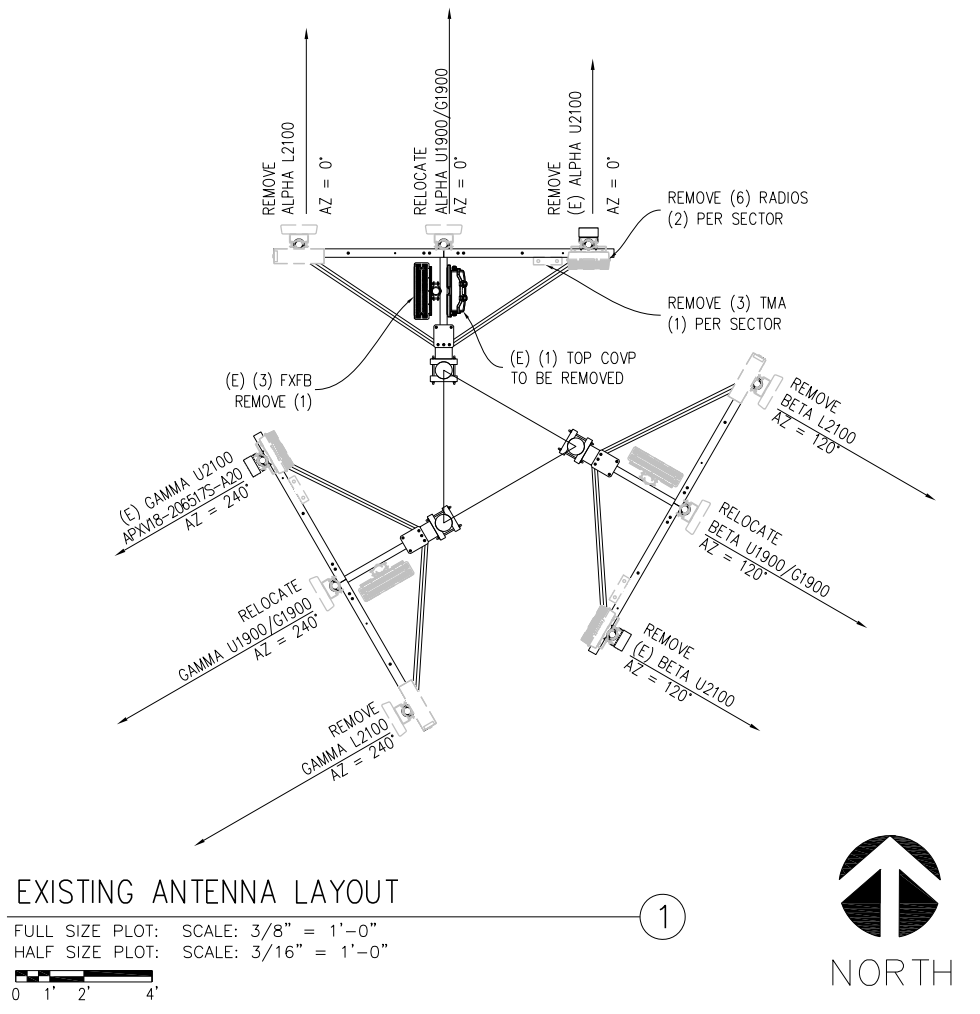
1606-A HAROLD L WHITAKER DR, (E911)
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

SHEET TITLE

ELEVATION &
CABLES LAYOUT

SHEET NUMBER

C-2



NOTES:
SITE LAYOUT IS BASED ON ATC PROVIDED SITE DATA, DATED 01/21/16, AND PERVIOUS CD BY ALLPRO CONSULTING ACGI# 18-0225 DATED 1/28/18. NO INDEPENDENT SITE VISIT WAS PERFORMED BY ALLPRO CONSULTING GROUP, INC. TO VERIFY THE SITE DIMENSIONS OR LAYOUT. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

NOTE: MOUNT COMPLIANCE LETTER IS BY OTHERS. NO NEW ANTENNAS OR EQUIPMENT LOADS SHALL BE INSTALLED ON THE MOUNT WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

NOTE: ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS

TOWER STRUCTURAL ANALYSIS IS PENDING BY OTHERS. NO NEW ANTENNAS OR EQUIPMENT LOADS SHALL BE INSTALLED ON THE TOWER WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

T-Mobile

4126 SOUTHWEST FREEWAY, SUITE 1400
HOUSTON, TX 77027

AMERICAN TOWER

8505 FREEPORT PARKWAY
IRVING, TX 75063

ACGI NO: 20-0552

DRAWN BY: J. NIXON

CHECKED BY: C. ZHANG

A 02/10/20 PRELIM CD
O 02/17/20 FINAL CD

ALLPRO

CONSULTING GROUP, INC.

9221 Lyndon B Johnson Fwy
Suite 204, Dallas, TX 75243
Phone: 972-231-8893
Fax: 866-364-8375
www.allprocgi.com
registration no. 8242

STATE OF TEXAS

CHYU ZHANG

128187

REGISTERED PROFESSIONAL ENGINEER

02/17/20

A3D0197A
ATC / FRIENDSWOOD
ATC# 268232

1606-A HAROLD L WHITAKER DR. (E911)
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

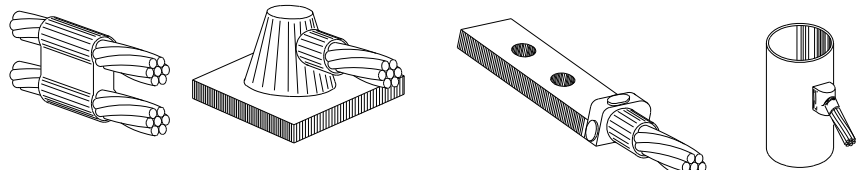
SHEET TITLE

ANTENNA LAYOUT

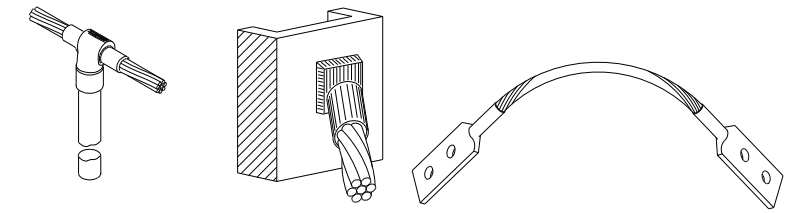
SHEET NUMBER

C-3

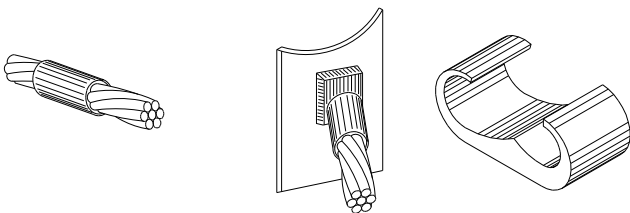
Page 240 of 289



TYPE PT TYPE HS TYPE YA-2 TYPE VS



TYPE GT TYPE VS TYPE 2-YA-2

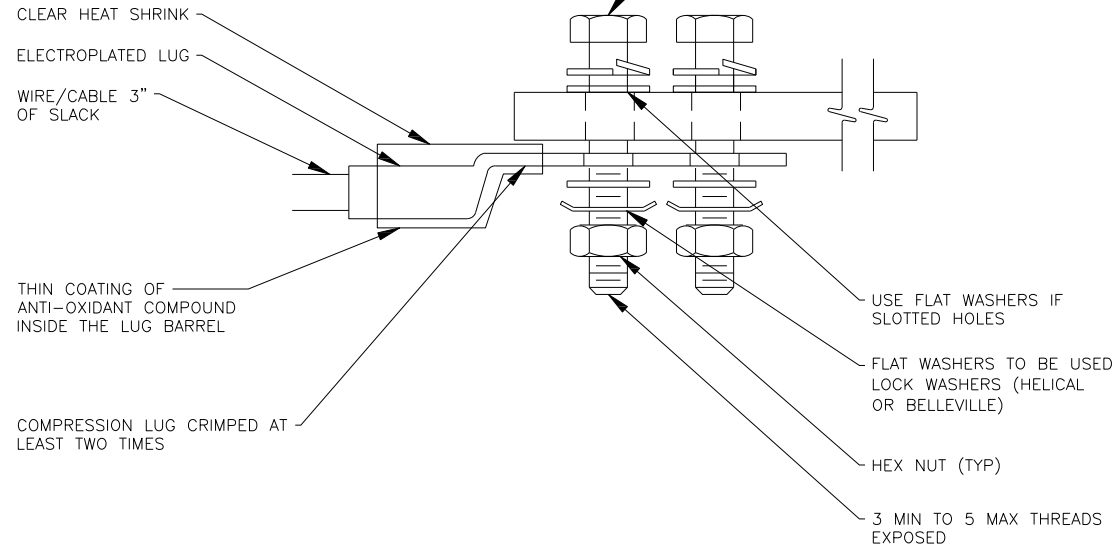


TYPE SS TYPE VBC TYPE YGHC

GROUND CONNECTION DETAILS

N.T.S.

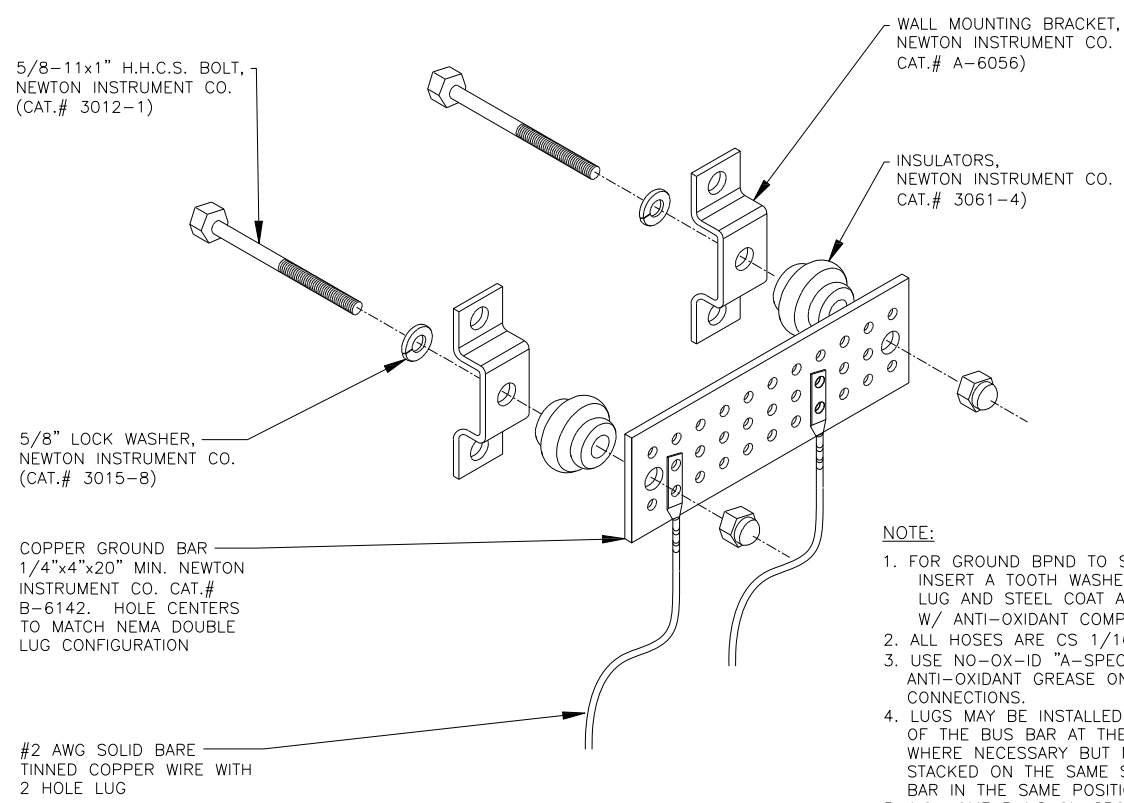
1



GROUNDING CONNECTION DETAILS

N.T.S.

3



- NOTE:
1. FOR GROUND BPND TO STEEL ONLY: INSERT A TOOTH WASHER BETWEEN LUG AND STEEL COAT ALL SURFACES W/ ANTI-OXIDANT COMPOUND.
 2. ALL HOSES ARE CS 1/16"
 3. USE NO-OX-ID "A-SPECIAL" ANTI-OXIDANT GREASE ON ALL LUG CONNECTIONS.
 4. LUGS MAY BE INSTALLED ON BOTH SIDES OF THE BUS BAR AT THE SAME POSITION WHERE NECESSARY BUT MAY NOT BE STACKED ON THE SAME SIDE OF THE BUS BAR IN THE SAME POSITION.
 5. NO HOME RUNS ON CROWN TOWERS

GROUND BAR DETAILS

N.T.S.

2

NOT USED

N.T.S.

4

T-Mobile
4126 SOUTHWEST FREEWAY, SUITE 1400
HOUSTON, TX 77027



ACGI NO: 20-0552

DRAWN BY: J. NIXON

CHECKED BY: C. ZHANG

A 02/10/20 PRELIM CD

O 02/17/20 FINAL CD



02/17/20

A3D0197A
ATC / FRIENDSWOOD
ATC# 268232

1606-A HAROLD L WHITAKER DR, (E911)
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

SHEET TITLE

GROUNDING DETAIL

SHEET NUMBER

G-1



City of Friendswood, TX
910 South Friendswood Drive
Friendswood, Texas 77546
Attn: Administrative Services

February 21, 2020

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
268232	FRIENDSWOOD PS BLDG TX	13197947	T-MOBILE
SITE ADDRESS		GROUND AGREEMENT	
1606 Whitaker Drive Friendswood, Texas 77546-5403		License Agreement dated June 11, 2007	

* any reference to T-MOBILE includes one or more of its related entities

Dear Landlord:

We, Tower Alliance, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by T-MOBILE, at this site. T-MOBILE is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the Construction Drawings associated with this project.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of T-MOBILE's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Sincerely,

Melanie Catanese

Lease Consultant

Tower Alliance LLC

MCatanese@TowerAllianceLLC.com

Direct Line: 561-705-0139

Approval

I approve of the proposed modification of equipment by T-MOBILE at the site referenced above.

Signature:  Date: 3/26/2020

Print Name: Morad Kabiri

Title: City Manager

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: April 6, 2020

Date submitted: 3/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the February 2020 Property Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax Feb 2020



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



March 16, 2020

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 February, 2020 is true and correct.

Under my hand and seal this 16th day of March, 2020.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

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: April 6, 2020

Date submitted: 3/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a one year extension of a contract with Crowder Gulf for debris management services

Originating Department: Fire Marshal

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has a contract with CrowderGulf Disaster Recovery and Debris Management. CrowderGulf is the city's primary contract for debris management services that can be utilized after a major disaster. This contract was approved by Council and executed May 7, 2018 for the term of two (2) consecutive years (expires May 7, 2020).

Section 3.7 of the Contract provides an option to renew for an additional two (2) one-year terms after a written concurrence of both parties. CrowderGulf is in agreement with renewing the existing contract, with all terms and conditions remaining the same.

There is no upfront cost for this contract to be in place. Funds would be appropriated only if contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

FEMA Guidance requires pre-bid contacts for emergency contractors. If the contract is activated following a declared disaster, the costs related to the contract are eligible for FEMA reimbursement.

RECOMMENDATIONS

Recommendation is for Council to approve entering into a one year extension of this contract with CrowderGulf Disaster Recovery and Debris Management Services, and authorize the Mayor to sign the renewal acceptance letter.

ATTACHMENTS

1. CrowderGulfContractRenewal
2. CrowderGulfSigned-Completed

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

March 3, 2020

Mr. Brian Mansfield
Emergency Management & Fire Marshal
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

via email: bmansfield@friendswood.com

Re: Contract Renewal for Debris Management Services

Dear Mr. Mansfield:

CrowderGulf has been providing the City of Friendswood Debris Management Services per the contract executed on May 7, 2018. The term of the contract shall be for two (2) consecutive years with the option of two (2) one-year renewals.

If the City of Friendswood is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue until its new expiration date of May 6, 2021.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City of Friendswood requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

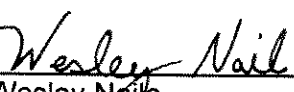
CrowderGulf, LLC

By: 
John Ramsay
President

City of Friendswood – City Hall

By: _____
Mike Foreman
Mayor

ATTEST:

By: 
Wesley Naile
Contracts Manager

ATTEST:

By: _____
Melinda Welsh, TMRC
City Secretary

Contract for Debris Management Services

THIS CONTRACT is made this the 7th day of May, 2018, by and between **CrowderGulf, LLC**. (herein referred to as "**Contractor**") and the **City of Friendswood** a political subdivision of the **State of Texas** (herein referred to as "**City**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to perform the scope of work described in RFP 2018-04, execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **City**. Contracted services will only be performed when requested and as designated by the **City**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City**.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **City** when directed to do so by the **City**. The Contractor shall use reasonable care not to damage any **City** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (if implemented by the City):

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City** to mark these utilities but the **City** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures (if implemented by the City):

The Contractor will remove structures designated for removal by and at the direction of the **City**. The Contractor agrees to remove in a timely manner all structures as determined by the **City** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable.

Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **City's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

- ◆ Coverage per **City** requirements.

2.3.5 Automobile Liability:

- ◆ Coverage per **City** requirements.

2.3.6 Comprehensive General Liability:

- ◆ Coverage per **City** requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for two (2) consecutive years beginning on the date of acceptance by and signatures of the **City** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional two (2) one-year terms after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall

become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **City**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City** and Contractor. Other sites may be utilized as directed and/or approved by the **City**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws including but not limited to those regulations identified in RFP 2018-04 and Contractors response to this RFP. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** and will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **City** and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and

the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **City**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See RFP Fee Schedule

7.2 Billing Cycle:

The Contractor shall invoice the **City** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **City** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **City** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City**.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

City: The City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
281-996-3335
eoc@friendswood.com

8.2 Applicable Law:

The laws of the **State of Texas** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Galveston County, Texas, and the Contract shall be interpreted by the laws of Texas.

8.3 Entire Contract/Amendments:

This Contract, RFP 2018-04, Contractors Response to RFP 2018-04, (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties. If there are any inconsistencies or conflicting provisions in the documents that make up the contract, RFP 2018-04 controls.

8.4 Waiver:

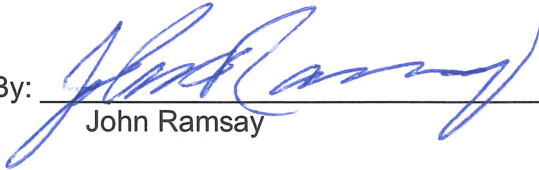
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

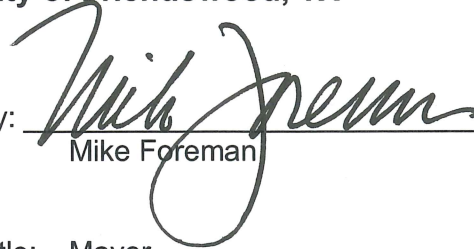
IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC

By: 
John Ramsay

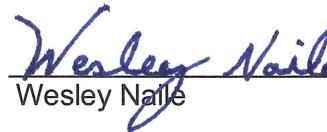
Title: President

City of Friendswood, TX

By: 
Mike Foreman

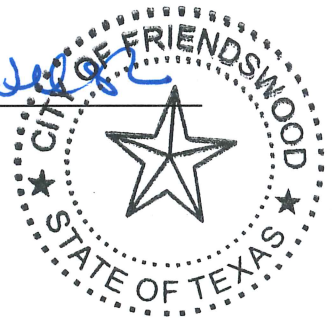
Title: Mayor

ATTEST:

By: 
Wesley Nalle

ATTEST:

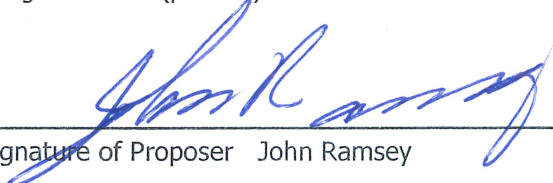
By: 
Melinda Welsh, TMRC
City Secretary



\$ PER CUBIC YARD

1. **ROW VEGETATIVE DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility. \$ 8.25
2. **ROW C&D DEBRIS REMOVAL (COLLECT & HAUL)**
Work consists of collection and transportation of eligible C&D debris on the TOW to an approved TDSRS or other designated disposal facility. \$ 9.75
3. **DEMOLITION, REMOVAL AND TRANSPORT OF ELIGIBLE STRUCTURES**
Work consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. \$ 12.50
4. **TSDR MANAGEMENT AND OPERATIONS**
Work consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris. \$ 1.35
5. **REDUCTION OF STORM GENERATED DEBRIS THROUGH GRINDING**
Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding. \$ 2.70
6. **REDUCTION OF STORM GENERATED DEBRIS THROUGH AIR CURTAIN INCINERATION**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration. \$ 2.00
7. **REDUCTION OF STORM GENERATED DEBRIS THROUGH CONTROLLED OPEN BURNING**
Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning. \$ 1.40
8. **HAUL-OUT OF REDUCED DEBRIS TO FINAL DISPOSAL SITE**
Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility. \$ 4.15
9. **REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS**
Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off. \$ Per Tree

6 inch to 12 inch diameter	\$ <u>30.00</u>
13 inch to 24 inch diameter	\$ <u>90.00</u>
25 inch to 36 inch diameter	\$ <u>160.00</u>
37 inch to 48 inch diameter	\$ <u>250.00</u>
49 inch and larger diameter	\$ <u>300.00</u>
Hanger Removal (per tree)	\$ <u>80.00</u>


Signature of Proposer John Ramsey


Mike Foreman, Mayor

10. REMOVAL OF ELIGIBLE HAZARDOUS STUMPS

\$ PER STUMP

Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.

25 inch to 36 inch diameter

\$ 200.00

37 inch to 48 inch diameter

\$ 275.00

49 inch and larger diameter

\$ 400.00

11. ABANDONED ELIGIBLE VEHICLE REMOVAL

\$ PER UNIT

Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 225.00

12. ABANDONED ELIGIBLE VESSEL REMOVAL

\$ PER LINEAR FOOT

Work consists of the removal of abandoned vessels **on land** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 22.00

Work consists of the recovery of abandoned vessels **in water** in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 45.00

13. ELIGIBLE ANIMAL CARCASS REMOVAL AND DISPOSAL

\$ PER POUND

Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.

\$ 0.50

14. ROW WHITE GOODS DEBRIS REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods.

\$ 45.00

15. FREON REMOVAL (COLLECT & HAUL)

\$ PER UNIT

Work consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.

\$ 40.00

16. FILL DIRT

\$ PER CUBIC YARD

The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.

\$ 15.00

17. E-WASTE REMOVAL

\$ PER UNIT

Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.

\$ 40.00

18. HOUSEHOLD HAZARDOUS WASTE REMOVAL

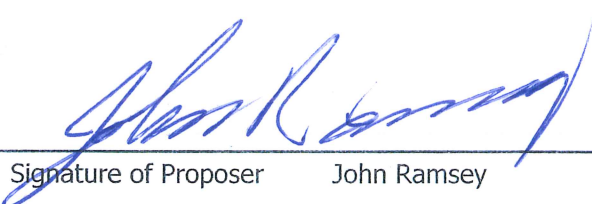
\$ PER LB.

Work consist of collection and transportation of Household Hazardous Waste from the ROW to final disposal.

\$ 5.00

19. DEBRIS MANAGEMENT AND C&D REDUCTION BY COMPACTION

\$ 3.95 per CY


Signature of Proposer John Ramsey


Mike Foreman, Mayor

Hourly Equipment Rates - Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$165.00
JD 644 Wheel-Loader with debris grapple	Hour	\$175.00
Extendaboom Forklift with debris grapple	Hour	\$128.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$80.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$80.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$80.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$61.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$125.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$175.00
JD 648E Log Skidder, or equivalent	Hour	\$135.00
CAT D4 Dozer	Hour	\$105.00
CAT D6 Dozer	Hour	\$175.00
CAT D8 Dozer	Hour	\$230.00
CAT125 - 140 HP Motor Grader	Hour	\$145.00
JD 690 Trackhoe with debris grapple	Hour	\$165.00
JD 690 Trackhoe with bucket & thumb	Hour	\$165.00
Rubber Tired Trackhoe with debris grapple	Hour	\$175.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$88.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$150.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$260.00
Hand Fed Debris Chipper	Hour	\$47.00
300 - 400 Tub Grinder	Hour	\$473.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$575.00
30 Ton Crane	Hour	\$203.00
50 Ton Crane	Hour	\$230.00
100 Ton Crane (8 hour minimum)	Hour	\$350.00
40 - 60' Bucket Truck	Hour	\$169.00
Service Truck	Hour	\$95.00
Water Truck	Hour	\$95.00
Portable Light Plant	Hour	\$35.00
Equipment Transports	Hour	\$145.00
Pickup Truck, unmanned	Hour	\$20.00
Self-loading Dump Truck with knuckleboom & debris grapple	Hour	\$225.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$65.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$98.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$97.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$122.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$149.00
Power Screen	Hour	\$230.00
Stacking Conveyor	Hour	\$50.00
Off Road Trucks	Hour	\$205.00

Hourly Labor Rates and Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$85.00
Superintendent with truck, phone & radio	Hour	\$70.00
Foreman with truck, phone & radio	Hour	\$65.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$68.00

Inspector with vehicle, phone & radio	Hour	\$43.00
Climber with gear	Hour	\$122.00
Saw Hand with chainsaw	Hour	\$44.00
Laborers & Flagmen	Hour	\$38.00
Timekeeper	Hour	\$47.00
HazMat Professional	Hour	\$243.00
Household HazMat Inspection & Removal Crew	Hour	\$149.00

Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$28.00

PUSH CREW	Unit	Unit Price
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/ Small Tools	HR	\$395.00

NOTES:

1. The equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction.

2. Crowder Gulf will pay the final tipping to the landfill at the disposal site , and subsequently pass that tipping fee expense onto the City of Friendswood.

Signature of Proposer

John Ramsey

City of Friendswood

Mike Foreman, Mayor

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: April 6, 2020

Date submitted: 3/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a one year extension of a contract with DRC Emergency Services for debris management services

Originating Department: Fire Marshal

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has a contract with DRC Emergency Services for Debris Management. DRC Emergency Services serves as a secondary contract for debris management services that can be utilized after a major disaster. Crowder Gulf is the primary. It has been the practice of the Fire Marshal's Office/Office of Emergency Management to have redundancy and back-up contracts when possible. In addition, FEMA prefers and encourages multiple contracts.

This contract was approved by Council and executed May 7, 2018 for the term of two (2) consecutive years (expires May 7, 2020). The Contract provides an option to renew for an additional two (2) one-year terms after a written concurrence of both parties. DRC Emergency Services is in agreement with renewing the existing contract, with all pricing, terms and conditions remaining the same.

There is no upfront cost for this contract to be in place. Funds would be appropriated only if contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

FEMA Guidance requires pre-bid contacts for emergency contractors. If the contract is activated following a declared disaster, the costs related to the contract are eligible for FEMA reimbursement.

RECOMMENDATIONS

Recommendation is for Council to approve entering into a one year extension of this contract with DRC Emergency Services, and authorize the Mayor to sign the renewal acceptance letter.

ATTACHMENTS

1. DRCServicesContractRenewal
2. DRC Emergency Services - Debris Management



DRC Emergency Services, LLC

P.O Box 17017, Galveston, TX 77552

TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852

www.drcusa.com

March 2, 2020

Brian Mansfield
Fire Marshal / Emergency Management Coordinator
City of Friendswood
bmansfield@friendswood.com
281-996-3335

Re: Contract Extension between DRC Emergency Services and the City of Friendswood, Texas
Debris Management Services

Dear Mr. Mansfield:

The City of Friendswood contract is set to expire on May 7, 2020. DRC Emergency Services, LLC would like to take this opportunity to offer the City an extension to the contract between DRC Emergency Services, LLC and the City of Friendswood, Texas for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring May 7, 2021.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lgarcia@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the City of Friendswood, Texas.

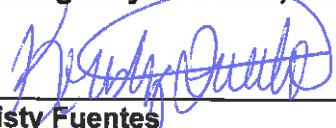
Sincerely,

Lisa Garcia Walsh
Contracts Manager
Cell: (504)715-9052

DRC Emergency Services, LLC

City of Friendswood – City Hall

By: _____

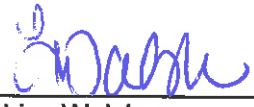

Kristy Fuentes
Vice President

By: _____

Mike Foreman
Mayor

ATTEST:

By: _____


Lisa Walsh
Contracts Manager

ATTEST:

By: _____

Melinda Welsh, TMRC
City Secretary

CONTRACT FOR DEBRIS MANAGEMENT SERVICES

THIS CONTRACT FOR DEBRIS MANAGEMENT SERVICES entered into on this 7th day of May, by and between the City of Friendswood, Texas (hereafter the "City"), represented herein by its authorized representative below, and DRC Emergency Services, LLC (hereafter "Contractor" or "DRC"), represented herein by its authorized representative below.

WITNESSETH that City and Contractor, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

SCOPE OF CONTRACT: The Contractor shall perform and provide all those services and work for the benefit of the City in accordance with and as set forth in the "Contract Documents" defined below.

CONTRACT TERM: The initial two-year term of this Contract shall be from May 7, 2018 through May 7, 2020 with two, one-year renewal terms upon mutual written agreement of the parties.

CONTRACT DOCUMENTS: The "Contract Documents" consist of:

- (a) The City's Request for Proposals No. 2018-04 for Debris Management Services, all documents reference therein, and any prior amendments thereto (collectively, the "RFP"); and,
- (b) Contractor's Proposal submitted in response to the RFP.
- (c) Amended Pricing Sheet to include tipping fees.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract.

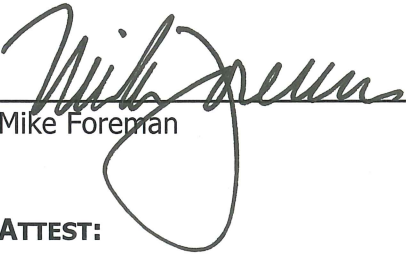
INDEMNIFICATION: It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

RELEASE: The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

IN WITNESS WHEREOF, the Contractor as caused this Contract to be signed in its corporate name by its authorized representative and the City has Caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

**CITY OF FRIENDSWOOD
MAYOR**

**DRC EMERGENCY SERVICES, LLC
VICE-PRESIDENT/SECRETARY-TREASURER**



Mike Foreman

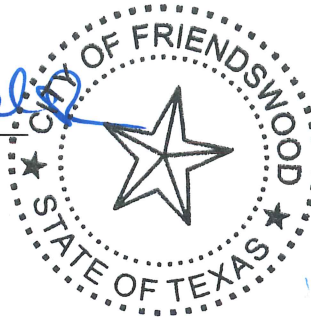


Kristy Fuentes

ATTEST:

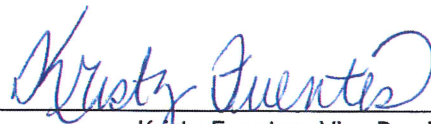
By: 

Melinda Welsh, TMRC
City Secretary

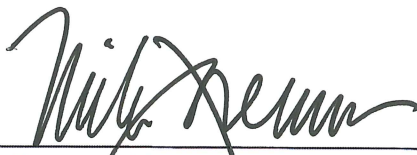


		\$ PER CUBIC YARD
1.	ROW VEGETATIVE DEBRIS REMOVAL (COLLECT & HAUL) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.	\$9.45
2.	ROW C&D DEBRIS REMOVAL (COLLECT & HAUL) Work consists of collection and transportation of eligible C&D debris on the TOW to an approved TDSRS or other designated disposal facility.	\$10.98
3.	DEMOLITION, REMOVAL AND TRANSPORT OF ELIGIBLE STRUCTURES Work consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property.	\$24.30
4.	TSDR MANAGEMENT AND OPERATIONS Work consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris.	\$1.10
5.	REDUCTION OF STORM GENERATED DEBRIS THROUGH GRINDING Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	\$2.85
6.	REDUCTION OF STORM GENERATED DEBRIS THROUGH AIR CURTAIN INCINERATION Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	\$1.00
7.	REDUCTION OF STORM GENERATED DEBRIS THROUGH CONTROLLED OPEN BURNING Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.	\$0.50
8.	HAUL-OUT OF REDUCED DEBRIS TO FINAL DISPOSAL SITE Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.	\$4.10
9.	REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	\$ PER TREE
	6 inch to 12 inch diameter	\$45.00
	13 inch to 24 inch diameter	\$90.00
	25 inch to 36 inch diameter	\$155.00
	37 inch to 48 inch diameter	\$265.00
	49 inch and larger diameter	\$365.00
	Hanger Removal (per tree)	\$90.00

Signature of Proposer


Kristy Fuentes, Vice President/Secretary/Treasurer

Mike Foreman, Mayor


City of Friendswood

10.	REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	\$ PER STUMP
	25 inch to 36 inch diameter	\$185.00
	37 inch to 48 inch diameter	\$325.00
	49 inch and larger diameter	\$425.00
11.	ABANDONED ELIGIBLE VEHICLE REMOVAL Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ PER UNIT \$325.00
12.	ABANDONED ELIGIBLE VESSEL REMOVAL Work consists of the removal of abandoned vessels on land in areas identified and approved by the applicant and subsequently transported to an approved staging area. Work consists of the recovery of abandoned vessels in water in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ PER LINEAR FOOT \$85.00 \$170.00
13.	ELIGIBLE ANIMAL CARCASS REMOVAL AND DISPOSAL Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ PER POUND \$4.95
14.	ROW WHITE GOODS DEBRIS REMOVAL (COLLECT & HAUL) Work consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods.	\$ PER UNIT \$45.00
15.	FREON REMOVAL (COLLECT & HAUL) Work consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.	\$ PER UNIT \$45.00
16.	FILL DIRT The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.	\$ PER CUBIC YARD \$20.00
17.	E-WASTE REMOVAL Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.	\$ PER UNIT \$35.00
18.	HOUSEHOLD HAZARDOUS WASTE REMOVAL Work consist of collection and transportation of Household Hazardous Waste from the ROW to final disposal.	\$ PER LB. \$9.95
19.	DEBRIS MANAGEMENT AND C&D REDUCTION BY COMPACTION	\$ PER CUBIC YARD
	NOTE: DRC will pay the final tipping fee to the landfill at the disposal site, and subsequently pass that tipping fee expense onto the City of Friendswood.	

Signature of Proposer

Kristy Fuentes, Vice President/Secretary/Treasurer

Mike Foreman, Mayor

City of Friendswood

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 6, 2020

Date submitted: 3/24/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing the acceptance of the Clear Creek Community Church public improvements and initiate the contractor's one-year maintenance period

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Construction of public improvements to serve the future Clear Creek Community Church have been completed.

City Staff has conducted final walkthroughs and inspections on \$777,443.00 worth of improvements. The improvements include a new sewage lift station to be located near the intersection of FM 528 & Blackhawk Boulevard, installation of approximately 2700 linear feet of 3-inch force main, approximately 1550 linear feet of 8-inch sewer main, and approximately 3000 linear feet of 12-inch water main.

The City has received a one year maintenance bond from the contractor, Gamma Construction Company.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The new public infrastructure will serve the proposed Clear Creek Community Church campus to be built nearby. This infrastructure would also serve any future development around the campus.

RECOMMENDATIONS

Authorize the acceptance of the Clear Creek Community Church public improvements and initiate the one year maintenance period.

ATTACHMENTS

1. CCCC Offsite Utilities 1 Year Bond

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS****ONE-YEAR
MAINTENANCE BOND****DOCUMENT 00800****ONE-YEAR MAINTENANCE BOND**

THAT WE, Gamma Construction Company, as Principal, hereinafter called the Contractor, and the other subscriber hereto, Colonial American Casualty and Surety Company, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of Seven hundred seventy seven thousand four hundred forty three dollars and No cents (\$777,443.00), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for Construction of Clear Creek Community Church New West Campus - Phase 1 Project, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end of the One-year Maintenance period;

NOW THEREFORE, if the said Contractor shall comply with the provisions of the General Conditions, and correct work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**ONE-YEAR
MAINTENANCE BOND**

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

Kim Daniels

Gamma Construction Company

Name of Contractor

Signature

Name:

Title:

Paul Wall

WITNESS SEAL:

Roberta H. Erbe

Colonial American Casualty and Surety
Company

Full Name of Surety

685 John B Sias Memorial Pkwy #215

Address of Surety for Notice

Ft Worth, TX 76134

City, State and Zip Code of Surety for Notice

817/336-8520

Telephone Number of Surety

Signature

Name: Tracy Tucker

Title: Attorney-in-Fact

Date: March 10, 2020

Tracy Tucker

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

Mary Kay Fischer

[INSERT CITY ATTORNEY NAME]

City Attorney

3-25-20

Date

END OF DOCUMENT

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Tracy TUCKER, W. Lawrence BROWN, Kevin J. DUNN, Steven TUCKER, Roberta H. ERB and Bennett BROWN**, all of **Ft. Worth, Texas**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of November, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 5th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 10th day of March, 2020.



Brian M. Hodges

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached 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: April 6, 2020

Date submitted: 3/24/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the March 2, 2020, Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of March 02, 2020, are submitted for Council's review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter.

RECOMMENDATIONS

The City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

1. 03-02-20 Minutes

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
MARCH 2, 2020

5 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, MARCH 2, 2020, AT 05:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAOR PRO-TEM SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER TRISH HANKS
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation – Reverend Robert Flick, Good Shepherd Episcopal Church

The invocation was given by Reverend Robert Flick with Good Shepherd Episcopal Church.

3. Pledge of Allegiance to the United States and Texas Flags – Cub Scouts Jack Merkys and Nicholas Wheeler with Pack 452

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Cub Scouts Jack Merkys and Nicholas Wheeler with Boy Scout Pack 452 led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from

the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Rob Roy, Friendswood resident, addressed Council and stated he continues to have the same problem with a neighbor and his barking dogs who have created havoc, contacted owner and filed a public information request for information. He further stated he spoke to Animal Control and asked them to speak to the owner for a resolution. He would like assistance to try and resolve the situation.

With concurrence of Council, Mayor Foreman moved to Agenda Item 6, Special Recognition and Acknowledgements.

5. WORK SESSION

A. Special Event Permits

Mayor Foreman opened the discussion regarding special event permits. Parks and Recreation Director James Toney and Assistant Parks and Recreation Director Michael Boyett presented a PowerPoint presentation regarding updates to special event permit applications. A new special event permit application creates uniformity for all public events and allows for more department visibility. It only applies to public events held at city parks/facilities, Development Review Committee (DRC) will be held for all necessary departments to review and discuss all logistics, Cleaning Attendant (\$14.25 per hour) instead of Park Attendant (\$25 per hour), and expectation of Friendswood Police Department to provide security for all public events held on city property (\$55 per hour per officer). A comparison of other local area government entities was shown and proposed rate increases. User fees cover administrative costs, park supplies, electricity, water, park repairs and emergency maintenance call outs. Costs associated with park repairs in the last 5 years are estimated at \$25,000. Payment Option No. 1 would include full deposit paid when reservation is made, and all user fees, security fees, and cleaning attendant fee would be paid seven days prior to rental date. Payment Option No. 2 would include full deposit paid when reservation is made, and 50% of user fees, security fees, and cleaning attendant fees be paid seven days prior to rental date. The remaining 50% would be due by seven days after the event. Staff's recommendation is Payment Option No. 1.

Discussion took place between Mayor, Council, and Staff regarding the application would only apply to public events, explanation of the Development Review Committee (DRC) meeting for applications, and proposed deposit amount is set at insurance deductible amount in case there is damage to any properties.

B. City Wide Traffic Study

Mayor Foreman opened the discussion regarding a Citywide Traffic Study. Director of Engineering/City Engineer Jildardo Arias introduced Megan Siercks, Traffic Operations Engineer with Brown and Gay Engineering, Inc., and stated the city recently commissioned Brown & Gay Engineering, Inc., to conduct a citywide traffic study to analyze mobility needs of the city. Existing congestion was evaluated along with potential transportation alternatives or infrastructure

improvements. Supporting data will be used to coordinate improvements with public entities such as Texas Department of Transportation (TxDOT). Ms. Siercks presented a PowerPoint presentation regarding the Citywide Traffic Study. In a previous discussion with Council, an update was given that data collection had been completed, analysis of data had been completed, and initial recommendations had been provided to Council. Since the discussion, a public meeting has been held, findings have been finalized, recommendations were prioritized, and a high level cost estimate has been provided. A public meeting was held on August 14, 2019, at the City of Friendswood Public Library. A summary of comments received from residents at the public meeting was given. Improvement projects were prioritized based on benefit to cost ratio, local streets were ranked for improving traffic flow for residents in neighborhoods, preliminary cost estimates that include engineering costs, and high-level cost estimates were developed for construction costs. Discussed year 2025 improvements priority list, year 2025 benefit to cost ratio, year 2025 preliminary cost, year 2030 improvements priority list, year 2030 benefit to cost ratio, year 2030 preliminary cost, year 2040 improvements priority list, year 2040 benefit to cost ratio, and year 2040 preliminary cost. Mitigation measures were developed based on extensive intersection analysis and public input and were evaluated based on the ability to alleviate major traffic concerns for the next 25 years. The city can use the recommendations as part of a future planning effort to identify funding solutions and ensure mobility needs are being met.

Discussion took place between Mayor, Council, Megan Siercks with Brown and Gay Engineers, Inc., and Staff regarding that the study is a living, breathing model, a tool for the city to advocate to the state, identified solutions only within city limits using city funds, improvement priorities, and Staff will meet with Texas Department of Transportation (TxDOT) with the study results.

With concurrence of Council, Mayor Foreman moved to Agenda Item 12A, Resolution No. R2020-04.

6. Special Recognition and Acknowledgements

A. Presentation of the 2019 Comprehensive Annual Financial Report (CAFR) from auditors Whitley Penn, presented by Engagement Partner Lupe Garcia, CPA

Lupe Garcia, Certified Public Accountant and Engagement Partner with Whitley Penn, presented the 2019 Comprehensive Annual Financial Report (CAFR). Mr. Garcia reviewed the audit process, reviewed accounting policies of the city, and stated the results of the audit was an unmodified opinion.

With concurrence of Council, Mayor Foreman moved to Agenda Item 5A, Work Session Special Event Permits.

7. Public Hearing

To receive comments from the public, both oral and written, regarding:

A. Proposed amendments to Appendix C, Zoning Ordinance Sections 10-12 regarding board of adjustment establishment and procedure, powers and duties, and appeals from the board of adjustment and Section 20, Definitions, to be consistent with state law, particularly Chapter 211 of the Local Government Code.

Mayor Foreman called a Public Hearing to order to receive comments from the public both oral and written, regarding proposed amendments to Appendix C, Zoning Ordinance Sections 10-12 regarding board of adjustment establishment and procedure, powers and duties, and appeals from the board of adjustment and Section 20, Definitions, to be consistent with state law, particularly Chapter 211 of the Local Government Code.

Community Development Director/City Planner Aubrey Harbin explained the request and stated the Planning and Zoning Commission's (P&Z) recommendation was 6-0 in favor of the request.

Mayor Foreman asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Hearing no comments from the public, Mayor Foreman closed this portion of the Public Hearing.

B. Proposed amendments to Appendix C, Zoning Ordinance, Section 7. P. 6. Permitted Use Table regarding changes for NAICS Use No. 447 Gasoline Stations, No. 511 Publishing Industries, and No. 713940 Fitness and Recreational Sports Centers.

Mayor Foreman called a Public Hearing to order to receive comments from the public both oral and written, regarding proposed amendments to Appendix C, Zoning Ordinance, Section 7. P. 6. Permitted Use Table regarding changes for NAICS Use No. 447 Gasoline Stations, No. 511 Publishing Industries, and No. 713940 Fitness and Recreational Sports Centers.

Community Development Director/City Planner Aubrey Harbin explained the request and stated the Planning and Zoning Commission's (P&Z) recommendation was 6-0 in favor of the request.

Mayor Foreman asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Hearing no comments from the public, Mayor Foreman closed this portion of the Public Hearing.

8. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Lisa Lundquist, Friendswood resident, addressed Council and stated she has worked on initiatives at National Aeronautics and Space Administration (NASA), think globally and act locally, encourages Council to put together a Sustainability Plan, the time is now, consider the City of Friendswood being on mitigation pattern of birds and butterflies, do terracing along with bird and butterfly sanctuaries, include trails for people to be a part, connect green spaces, include a plan to reduce plastic and a tree protection plan, will bring value to the community and preserves heritage.

Connie Brakebill, Friendswood resident, addressed Council and stated the sign above Council has the live oak tree, her father proposed to her mother under a live oak tree, means a lot to her, concerned about the live oaks that might be removed from the parsonage at Friendswood Friends Church, citizens have sat under those trees for decades to watch parades, encourages Council to protect the trees, and adopt a tree ordinance.

Councilmember Rockey asked for an item to be placed on the April Council agenda to discuss the live oak trees.

9. City Manager's Report

A. Youth Sports Day

City Manager Morad Kabiri reported that the Youth Sports Day is scheduled for Saturday, March 21, 2020, at 9:00 AM. The parade will travel from Heritage Drive to Renwick Park where Little League and Girls Softball will kick off the season with the first pitch being thrown by members of City Council.

B. Hurricane Harvey Update

The City Manager reported that Staff continues to close on thirteen properties remaining in the Hazard Mitigation Grant Program buyout program. Staff recently received word that Federal Emergency Management Agency (FEMA) has obligated funding for the Texas Water Development Board Flood Mitigation Assistance grant project to acquire four Severe Repetitive Loss Properties along Clear Creek and Cowards Creek. Staff is still awaiting an executable contract for the City's consideration. In an effort to keep the program moving, appraisals have been authorized for the four properties on the list. Conditional approvals have been granted from the Community Development Block Grant – Disaster Recovery Program for both the Blackhawk Facility and the Forest Bend flood mitigation project. Staff is working toward the procurement of professional services for architectural, engineering, and environmental activities associated with these projects once Harris County Commissioners Court authorizes the city to proceed. Applications through the Texas General Land Office on property acquisition/critical infrastructure are still awaiting approval. Staff has solicited the assistance of State Senator Larry Taylor and Representatives Dennis Bonnen and Dennis Paul. United States Congressman Pete Olson and Randy Weber have been contacted to enlist help with FEMA on all projects and initiatives.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11, Discussion and Possible Action.

10. Communications from Committees and Special Reports

A. Annual report from Planning and Zoning Commission Chair Joe Matranga

Planning and Zoning Commission Chair Joe Matranga presented the commission's annual report.

With concurrence of Council, Mayor Foreman moved to Agenda Item 7, Public Hearings.

11. Discussion and Possible Action

A. Discussion and possible action regarding the approval of changes to the event permitting process.

******Councilmember Rockey moved to approve changes to the event permitting process.
The motion was seconded.

*******Councilmember Rockey **amended** the main motion to include Payment Option No. 1.
The **amended** main motion was seconded and approved unanimously.

B. Discussion and possible action regarding appointments to the following committees, boards and commissions:

4th of July Steering Committee – Appoint Nancy Sims to an unexpired term expiring November 2022 to replace Corey Kirkland who resigned; appoint Larry Sims to an unexpired term expiring November 2022 to replace Nicole Morgan who was not reappointed.

******Councilmember Scott moved to approve the appointment of Nancy Sims and Larry Sims to the Fourth of July Steering Committee with terms to expire November 2022.
The motion was seconded and approved unanimously.

C. Discussion and possible action regarding the acceptance of the Certification of Unopposed Candidates.

******Councilmember Scott moved to approve the acceptance of the Certification of Unopposed Candidates for the May 02, 2020, General Election.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 12B, Resolution No. R2020-05.

12. Resolutions

Consideration and possible action regarding the following:

A. Resolution No. R2020-04: A resolution of City of Friendswood, Texas, declaring March 6, 2020, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

******Councilmember Griffon moved to approve Resolution No. **R2020-04** – A resolution of the City of Friendswood, Texas, declaring March 6, 2020, as Wedgewood Elementary School Day in the City of Friendswood, Texas.
The motion was seconded and approved unanimously.

Mayor Foreman introduced the Friendswood Student Education Outreach program and stated the program would be continued at this meeting with Wedgewood Elementary. The outreach program

was created to help students learn more about democracy and understand the value of community service. Council wishes to support and foster leadership development in students.

Mayor Foreman thanked the teachers from Wedgewood Elementary and Friendswood Independent School District for participating in the program. The Mayor introduced the second graders that would take Council's place on the dais, Mayor Grant Peterman, City Secretary Caelyn Brown, City Attorney Maximus Eakin, City Manager Jorani Siv, Council Position No. 1 Julio Artiga, Council Position No. 2 Autumn Barrentine, Council Position No. 3 Ebube Aham, Council Position No. 4 Victoria Sifuentes, Council Position No. 5 Sydney Rodriguez, and Council Position No. 6 John Diaz.

Mayor Foreman turned the meeting over to the Wedgewood Elementary students.

Mayor Foreman stated refreshments would be served in the foyer.

Mayor Foreman recessed the meeting at 6:25 PM and reconvened the meeting at 6:50 PM.

With concurrence of Council, Mayor Foreman moved to Agenda Item 10, Communications from Committees and Special Reports.

B. Resolution No. R2020-05: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, authorizing participation in North Central Texas Council of Governments' North Texas Share Program.

****Councilmember Griffon moved to approve Resolution No. R2020-05 – A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, authorizing participation in North Central Texas Council of Governments' North Texas Share Program.**
The motion was seconded and approved unanimously.

C. Resolution No. R2020-06: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving Capital Equipment Leasing Financing terms for the purchase of a fire truck.

****Councilmember Branson moved to approve Resolution No. R2020-06 – A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving Capital Equipment Leasing Financing terms for the purchase of a fire truck.**
The motion was seconded and approved unanimously.

D. Resolution No. R2020-07: A resolution approving and adopting updates/amendments to the "Design Criteria Manual" for the City of Friendswood, Texas; approving the standards contained therein for the design, construction and installation of public infrastructure and related facilities and improvements within the City; and repealing all prior design criteria manuals and repealing other resolutions or parts of resolutions inconsistent or in conflict herewith.

****Councilmember Hanks moved to approve Resolution No. R2020-07 – A resolution approving and adopting updates/amendments to the "Design Criteria Manual" for the City of Friendswood, Texas; approving the standards contained therein for the design, construction and installation of public**

infrastructure and related facilities and improvements within the City; and repealing all prior design criteria manuals and repealing other resolutions or parts of resolutions inconsistent or in conflict herewith.

The motion was seconded and approved unanimously.

E. Resolution No. R2020-08: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving Capital Equipment Leasing Financing terms for the purchase of an ambulance.

******Councilmember Scott moved to approve Resolution No. **R2020-08** – A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, approving Capital Equipment Leasing Financing terms for the purchase of an ambulance.

The motion was seconded and approved unanimously.

13. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2020-08: Second and Final reading of an ordinance granting to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Friendswood, Texas, for the transportation, delivery, sale and distribution of natural gas; providing for a term of 30 years; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date.

******Councilmember Griffon moved to approve the Second and Final reading of Ordinance No. **2020-08** – An ordinance granting to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Friendswood, Texas, for the transportation, delivery, sale and distribution of natural gas; providing for a term of 30 years; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date.

The motion was seconded and approved unanimously.

B. Ordinance No. T2020-10: First reading of an ordinance amending the Code of Ordinances, Chapter 54, Offenses and Miscellaneous Provisions, Article III., Protection of Citizens, Employees, Municipal Property by amending Section 54-48 entitled “Interfering with City Officers and Employees”; providing a penalty of an amount not to exceed \$500.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

******Councilmember Rockey moved to approve the First reading of Ordinance No. **T2020-10** – An ordinance amending the Code of Ordinances, Chapter 54, Offenses and Miscellaneous Provisions, Article III., Protection of Citizens, Employees, Municipal Property by amending Section 54-48 entitled “Interfering with City Officers and Employees”; providing a penalty of an amount not to exceed \$500.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

The motion was seconded and approved unanimously.

C. Ordinance No. T2020-11: First reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by amending Section 14-356 entitled "Barrier Requirements"; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

****Councilmember Branson** moved to approve the First reading of Ordinance No. **T2020-11** – An ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by amending Section 14-356 entitled "Barrier Requirements"; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

The motion was seconded and approved 5-2 with Councilmembers Griffon and Scott opposed.

D. Ordinance No. T2020-12: First reading of an ordinance amending the Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II., Fire lanes by amending Sections 82-62 through 82-71 regarding Fire Lane Requirements, Enforcement and Penalties for violation of division; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

****Councilmember Hanks** moved to approve the First reading of Ordinance No. **T2020-12** – An ordinance amending the Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II., Fire lanes by amending Sections 82-62 through 82-71 regarding Fire Lane Requirements, Enforcement and Penalties for violation of division; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

The motion was seconded and approved 5-2 with Councilmembers Griffon and Scott opposed.

E. Ordinance No. T2020-13: First reading of an ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.

No motion was made on the First reading of Ordinance No. **T2020-13** – An ordinance of the City of Friendswood, Texas, granting an electrical franchise to CenterPoint Energy pursuant to Texas Utilities Code §§ 33.008, 181.042, and 181.043; stating a purpose; providing for a term of 30 years; providing for the location of facilities; providing for repair of excavations and obstructions; providing for indemnity to the City of Friendswood providing for street rental; repealing the former franchise, which is Ordinance No. 84-16A of the City of Friendswood; providing a severability clause; providing an open meetings clause; providing for publication and an effective date.

F. Ordinance No. T2020-14: First reading of an ordinance amending the Code of Ordinances, Chapter 14, Buildings and Building Regulations, Article II., Building Code by amending Sections 14-25 through 14-28 regarding trash on construction sites, site drainage, restoration of property to original condition and housekeeping practices on construction sites; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

****Councilmember Rockey** moved to approve the First reading of Ordinance No. **T2020-14** – An ordinance amending the Code of Ordinances, Chapter 14, Buildings and Building Regulations, Article II., Building Code by amending Sections 14-25 through 14-28 regarding trash on construction sites, site drainage, restoration of property to original condition and housekeeping practices on construction sites; providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

The motion was seconded and approved unanimously.

G. Ordinance No. T2020-15: First and Final reading of an ordinance of the City of Friendswood, Texas, declaring the unopposed candidates for City Council Position No. 2, Sally Branson and City Council Position No. 5, John Scott, elected; cancelling the May 02, 2020, General Election, and a Runoff Election on June 13, 2020, for such positions; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

****Councilmember Branson** moved to approve the First and Final reading of Ordinance No. **2020-15** – An ordinance of the City of Friendswood, Texas, declaring the unopposed candidates for City Council Position No. 2, Sally Branson and City Council Position No. 5, John Scott, elected; cancelling the May 02, 2020, General Election, and a Runoff Election on June 13, 2020, for such positions; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

The motion was seconded and approved unanimously.

H. Ordinance No. T2020-16: First reading of an ordinance amending Appendix C “Zoning Ordinance,” “Section 10. Board of Adjustment-Establishment and Procedure,” “Section 11. Same-Powers and Duties,” “Section 12. Appeals from the Board of Adjustment,” and “Section 20. Definitions-Variance”; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

****Councilmember Rockey** moved to approve the First reading of Ordinance No. **T2020-16** – An ordinance amending Appendix C “Zoning Ordinance,” “Section 10. Board of Adjustment-Establishment and Procedure,” “Section 11. Same-Powers and Duties,” “Section 12. Appeals from the Board of Adjustment,” and “Section 20. Definitions-Variance”; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

The motion was seconded and approved unanimously.

I. Ordinance No. T2020-17: First reading of an ordinance amending Appendix C “Zoning Ordinance,” Section 7. “Schedule of District Regulations,” Subsection 7.P.6., “Permitted Use Table,” amending the following NAICS Uses: No. 447 Gasoline Stations, No. 511 Publishing Industries, and No. 713940 Fitness and Recreational Sports Centers; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

****Councilmember Hanks moved to approve the First reading of Ordinance No. T2020-17 – An ordinance amending Appendix C “Zoning Ordinance,” Section 7. “Schedule of District Regulations,” Subsection 7.P.6., “Permitted Use Table,” amending the following NAICS Uses: No. 447 Gasoline Stations, No. 511 Publishing Industries, and No. 713940 Fitness and Recreational Sports Centers; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.**

The motion was seconded and approved unanimously.

J. Ordinance No. T2020-18: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2019-2020 by approving “Budget Amendment IV” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

****Councilmember Hanks moved to approve the First and Final reading of Ordinance No. 2020-18 – An ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City’s General Budget for Fiscal Year 2019-2020 by approving “Budget Amendment IV” to the “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020”; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.**

The motion was seconded and approved unanimously.

14. Communications from the Mayor and Councilmembers

Councilmember Griffon stated on February 27, 2020, his son and daughter-in-law welcomed baby Robert Jacob Griffon, is absolutely perfect, and he is really fired up about his little grandboy.

Councilmember Erenwert stated tomorrow is the last day to vote in the primaries, polls close at 7:00 PM, easy process, and reminded everyone to get out and vote.

Councilmember Scott stated he is humbled to be given three more years to serve on Council, will be his fourth and final term, and is proud to serve the community he was raised in.

Mayor Foreman congratulated Councilmember Scott on his nine years of service, and stated it is a testament of the great job he and Councilmember Branson are doing.

Councilmember Hanks congratulated Councilmembers Branson and Scott on serving an additional term, is a testament to their leadership abilities and confidence the community has in both of them.

Councilmember Branson stated she is humbled and grateful for a second term. She reported that the Friendswood Historical Society will host a presentation on March 3, 2020, at 6:00 PM at the Friendswood Public Library on the 10 most significant oak trees project.

Councilmember Rockey congratulated Councilmembers Branson and Scott and wished them both good luck.

Mayor Foreman thanked Councilmember Branson for serving as Mayor Pro-Tem and for filling in for him during the February Council meeting.

15. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving a Business Associate Agreement between Gabriel, Roeder, Smith & Company and the City of Friendswood Retiree Health Care Plan and authorize the Mayor to execute said document.
- B. Approving the January 2020 Tax Report.
- C. Approving the disposal of a decommissioned police vehicle through Houston Auto Auction.
- D. Approving the minutes of the February 3 and February 8, 2020, Council Meetings.

******Councilmember Scott moved to approve all items on the Consent Agenda as presented: A. Approving a Business Associate Agreement between Gabriel, Roeder, Smith & Company and the City of Friendswood Retiree Health Care Plan and authorize the Mayor to execute said document. B. Approving the January 2020 Tax Report. C. Approving the disposal of a decommissioned police vehicle through Houston Auto Auction. D. Approving the minutes of the February 3 and February 8, 2020, Council Meetings.
The motion was seconded and approved unanimously.

16. Adjournment

This meeting was adjourned at 7:25 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary