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

AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:30 PM ON MONDAY, JULY 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:

5:30 PM – REGULAR MEETING

1. **Call to order**

2. **Invocation – Pastor Justin Baldwin, The Harbor**

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. **WORK SESSION**
   A. Comprehensive Plan Update
   B. Discussion with the Planning and Zoning Commission regarding Building Height Requirements

6. **CLOSED EXECUTIVE SESSION**
   A. Communications from the Public regarding Executive Session topics.

B. Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.071; Consultation with Attorney; to consult with its attorney about pending litigation, Cause No. 18-CV-0108; Joseph Tostado v. City of Friendswood; in the 122nd Judicial District Court of Galveston County, Texas, with possible discussion and action related thereto in open session.

C. Council may convene into Executive Session in accordance with Section 551.087; Deliberation regarding economic development negotiations; to deliberate the offer of a financial or other incentive to a business prospect with possible discussion and action related thereto in open session.

7. RECONVENE INTO OPEN SESSION

8. Special Recognition and Acknowledgements

A. Presentation of the 17th Consecutive Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award by Phyllis Rinehart, Controller for the City of La Porte, representing the Gulf Coast Government Finance Officers Association and Government Finance Officers Association of 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. Lifeline EMS Gold Plus recognition of Friendswood Emergency Medical Services (EMS)

B. Friendswood Police Department Operations

C. Tree Preservation Requirements

D. Hurricane Harvey Update

E. Coronavirus Disease 2019 (COVID-19) Update

11. Communications from Committees and Special Reports

A. Declaration of Independence

12. Discussion and Possible Action

A. Discussion and possible action regarding the election of the Mayor Pro Tem

B. Discussion and possible action regarding the re-appointment of Judge James Woltz and Alternate Judge Robert Barfield for the Friendswood Municipal Court

C. Discussion and possible action regarding appointments to the following boards, committees, and commissions:

4th of July Steering Committee – Reappoint Renae Rives, Kathy S. Molinaro, Barbara Blanchard and Terri Corbett each to a 4 month term expiring November 2020.
Keep Friendswood Beautiful – Reappoint Todd Mendenhall and Natasha McAdoo each to a 4 month term expiring November 2020.
Friendswood Downtown Economic Development Corporation – Reappoint Arden Hill, Paul Marx and Elmer Johnson each to a 1 year term expiring July 2021; reappoint Patrick McGinnis, Alton Todd, Ron Cox and Rebecca Hillenburg each to a 2 year term expiring July 2022.
Planning and Zoning Commission – Appoint Tom Hinckley to a 3 year term expiring July 2023, to replace Eric Guenther who resigned; reappoint Brett Banfield to a 3 year term expiring July 2023.
Zoning Board of Adjustments & Appeals – Appoint Megan McKay and Clay Smith as alternate members to a 2 year term each expiring July 2022, to replace Linda Thornton and Glen Grayban; reappoint Jason Byers as an alternate member to a 2 year term expiring July 2022; appoint Glen Grayban as a regular member from alternate member to a 2 year term expiring July 2022, to replace David O'Brien who resigned; reappoint Mike Czarowitz and Ron Dyer as regular members each to a 2 year term expiring July 2022.

D. Discussion and possible action regarding approving an agreement with Galveston County for Election Services

E. Discussion and possible action regarding approving a contract with Network Cabling Service to extend fiber optic cable to city facilities

F. Discussion and possible action regarding approving an agreement between the City of Friendswood and Harris County for the Blackhawk Property acquisition and rehabilitation project and authorizing the City Manager to make necessary amendments to the agreement

G. Discussion and possible action regarding approving an agreement between the City of Friendswood and 5 Engineering, LLC, for professional services for the 2020 Lift Station Mitigation Project

13. Resolution

Consideration and possible action regarding the following:

A. Resolution R2020-18: A resolution of the City of Friendswood, Texas, expressing official intent to reimburse costs of the City of Friendswood Public Safety Building expansion and Fire Station construction.

14. Ordinance

Consideration and possible action regarding the following:

A. Ordinance No. T2020-27: 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 VIII" 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.

15. Communications from the Mayor and Councilmembers

16. Consent Agenda

Consideration and possible action regarding the following:

A. Authorizing the final acceptance of the City of Friendswood's 2018 Street Maintenance project and initiate the contractor's one year maintenance bond

B. Approving the appointments of City Council Liaisons to Committees, Boards, and Commissions

C. Approving the modification and signing of an Interlocal Agreement with Galveston County for the transfer of CARES Act funding

D. Accepting the May 2020 Tax Report

E. Approving the minutes of the June 1, 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: July 6, 2020

Date submitted: 2/18/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Comprehensive Plan Update

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff update to 1998 Comprehensive Plan. The update is just beginning and includes the following:

Document/recognize the successes of 1998 Comp Plan

Incorporate other existing City plans into the Plan

Establish planning time frame of 20 years

Layout for chapters

New design! Incorporate updated maps and photos

Other items to do:

Establish update procedures for future

Update Future Land Use Map

Update other chapters

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

An updated Comprehensive Plan would serve as a guide to citizens and developers regarding the future of Friendswood. Combining the goals of the many plans will also be a useful tool for decision makers for both long term and short term decisions.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Comp Plan Update 2020 DRAFT
2. Comp Plan Update AHarbin

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PLAN INTRODUCTION

Friendswood's reputation for traditional values, quality education, and excellent housing attract new families into the community each year. Friendswood takes pride in its premier lifestyle and low crime rate that offers its citizens the best in beautiful parks, abundant trees, and recreational and sports facilities in a manageable hometown atmosphere. The city is adorned with a unique blend of beautiful parks, natural trails and lush landscaping, along with a championship golf course. Children excel in studies through a superior school system. All of these attributes are a perfect match for Friendswood's affluent resident base of well-educated, high-income families. In fact, more than half of the city's residents are employed in executive, professional and managerial positions and generate an average household income of $140,000.

In addition, Friendswood features a vibrant business-friendly atmosphere. From office buildings and shopping centers to retail outlets and mixed-use projects, new developments are consistently on the horizon. Friendswood offers single-family residential housing in pleasant park-like settings, tucked-away from the busy stream of vehicular traffic. Choices abound with master-planned communities for new homes, resale homes in a variety of architectural styles in neighborhood subdivisions, and several communities offering seniors the finest in independent and assisted living in Texas.

The previous comprehensive plan and various master plans will guide this update. Building upon the past, the City will continue to gather facts, assess current challenges and opportunities, and plan for the future of Friendswood. The intent of this plan is to guide the City in resolving current issues, guide future growth toward a specific, desirable and economic pattern, and guide the use of land area and valuable resources to the betterment of everyone.

PLAN TIME FRAME

What will Friendswood look like in 20 years?

This Comprehensive Plan is an update to the 1998 Comprehensive Plan. This Plan provides guidance for a period of up to 20 years and describes the community's vision of its long-range needs for physical growth and development. This Plan sets the framework and is used as a guide for implementing policies and making decisions that will affect the physical environment and general welfare of the community as it grows toward a fully developed state.

This plan is never static. Taking into consideration potential growth trends in the area and unforeseen future changes that may affect the City directly, this Plan should be reviewed annually with more significant updates every five and ten years. This Plan is one of several tools the City has at its disposal to accomplish the quality of life desired by its citizens.

BUILDING ON THE PAST, BUT LOOKING FORWARD TO THE FUTURE

The development of Friendswood has been shaped by the land and natural resources since the time of its founding in 1895. The acres of prairie land well drained by Clear Creek, Coward's Creek, Mary's Creek and Chigger Creek beautifully framed with dense woods along the creeks attracted the original Quaker settlers. Fig orchards, satsuma orange orchards, and rice fields once flourished where Friendswood homes now stand. The last vestiges of them and the homes that the Quakers constructed are nearly gone, but the legacy left by those founders and early settlers remain~~s~~. That legacy is the heritage of a way of life that did more to shape the character of the community than any brick and mortar buildings ever could.

Friendswood has grown considerably; the current population is more than 42,000. Friendswood encompasses parts of two counties--Northern Galveston and southern Harris County, divided by the popular Clear Creek. Clear Creek offers direct water access to the Gulf of Mexico through Clear Lake and Galveston Bay. It is located 3 miles west of IH-45, halfway between Houston and Galveston. Friendswood encompasses 21 square miles and is over 70% developed. There is ample room for growth--commercially, industrially, and residentially.

Friendswood recognizes the role that comprehensive planning plays in being able to provide the citizens with the quality of life they desire. New development and improved public services are successes of prior planning efforts and are extremely important to the success of this Plan. Essentially, they have provided the framework for this Plan – through the integration of existing conditions that have not changed, relevant goals and objectives, and through the identification of successes already achieved.

Moving forward, each of the following planning efforts, among others, have been thoroughly analyzed and applicable goals of these plans have been incorporated into this Plan where appropriate.

- Comprehensive Plan 1998
- Downtown Improvement Plan (2018)
- Parks & Open Space Master Plan (2010)
- Capital Improvements Plan (2017)
- Master Drainage Plan Phase 1 (1993) and Phase II (2007)
- *{ongoing plans Engineering is working on}*
- Pavement Management Plan (2017?)
- Vision 2020
- Utility Master Plan (2008)
- City Wide Traffic Study (2020)

HOW FAR WE HAVE COME…THE 1998 COMPREHENSIVE PLAN

The City of Friendswood Comprehensive Plan 1998 was a plan designed for use in making day-to-day, long-range and financial decisions required by City personnel, as well as appointed and elected officials. It also served as a useful tool in promoting the community's economic development. That plan did not include a specific date range, but was intended to be updated periodically. Efforts were made in 2008 to update the plan; however, ultimately, the only update was the Future Land Use Map (2008). The Major Thoroughfare Plan was updated in 2018. Fortunately, significant accomplishments have been made in the last 20 years. Individual plans have been created, some updated and some now expired. It is the intent of this Plan to combine the recently updated plans and studies, and maintain any outstanding relevant recommendations from the 1998 Comprehensive Plan.

Success of the 1998 Comprehensive Plan

Complete	Ongoing	
	X	Land Use: Economic concerns regarding build out population of 50,000 citizens or more
	X	Land Use: Combining smaller parcels into larger parcels for more optimum development
X		Land Use: Rezone large parcel of land on FM 528 to Business Park – a desirable location for future high technology users, possibly a campus setting.
X		Land Use: Review Permitted Use Table – specifically review for inconsistencies. Neighborhood Commercial (NC) should be revised to make more compatible with adjoining neighborhoods.
X		Land Use: Create a Main Street Corridor that would revitalize what is currently the Original Business District (OBD).
	X	Land Use: Encourage developers to link together neighborhood areas with parks and hike and bike trails.
	X	Parks: The planning for future facilities should incorporate into their design as many of the recognized recreational needs as is possible to be achieved with reasonable and planned capital investments.
X		Community Facilities: Upgrade police facility.
X		Community Facilities: Plan sites for two new fire stations.
X		Schools: Add two lower grade level schools.
X		Water: Melody Lane System – extend service into a vacant area of approx. 400 acres between Melody Lane and Clear Creek.
X		Water: South Friendswood System – looping of minor distribution lines which are comprised of 8-inch and 12-inch lines within residential development. This line network would serve approximately 1088 acres.

X		Water: Bay Area Boulevard Area – 14-inch trunk line from Parkwood Ave. to the 10-inch line on Friendswood Drive.
X		Sanitary: Bay Area Boulevard Area – Sanitary trunk force main system on FM 528
X		Drainage: Update flood plain information
	X	Drainage: Erosion and Settlement Disposition
X		Drainage: Storm Water Management
X		Drainage: Flood Plain Ordinance and Drainage Criteria
	X	Drainage: Misc. – funding alternatives, flood alert systems, monumentation, elevation certification, and implementation strategies and schedules

WHY PLANNING IS IMPORTANT

With a growing population in Friendswood and the areas surrounding the City, it is imperative that Friendswood establish goals and plans moving forward regarding diverse housing, maintaining older infrastructure, and adding new infrastructure and amenities. Approaching a population of 50,000 people and the impact that will have on city resources is also a major concern.

An area of particular interest is the Downtown District. The citizens of Friendswood have high aspirations for the downtown area of Friendswood, although the Downtown District faces several challenges. Texas Department of Transportation controls FM 518, the wide, heavily traveled S. Friendswood Drive that bisects the Downtown District. It must efficiently convey traffic through the District, not just to it. In addition, the "downtown" is not like a traditional, older downtown. It lacks a strong historical architectural fabric. Because the City was founded by Quaker missionary farmers, buildings other than the church, the home and the school were not developed early in Friendswood's history. Most commerce took place in nearby towns. Opportunities within the District are possible because of the amount of vacant or underutilized land ripe for development, the affluent population who patronize Downtown, strong civic organizations supporting its enhancement, and the contributions of TXDOT to its beautification and maintenance.

The goal of attaining a balanced tax base of 80 percent of the tax revenue funded by residential properties and 20 percent of the tax revenue funded by commercial properties has been an ongoing vision for Friendswood, and at one time the concept was formalized in the Vision 20/20 plan by the Community Economic Development Committee (CEDC). Attracting business will increase the economic success of the City by offsetting pressures on residential based taxes, however, consideration must also be

"Downtown Friendswood will be a visually appealing, pedestrian friendly, safe, traditional Texas small town that integrates cultural, commercial and residential activities that is recognized as the heart of the community."

Friendswood Residents, Downtown Improvement Plan

given to preserving the history and character of the City for current and future residents.

REGIONAL AREA

The City of Friendswood is located 17 miles south of Houston in the southern part of Harris County and the northern part of Galveston County. Being in two counties often involves dual planning at the local level on projects originated by one or both counties. Drainage, recreation and transportation are representative types of projects which could involve cooperative efforts and joint planning.

The City is linked to I-45 by three Farm to Market Roads, 2351, 518, and 528, as well as a major thoroughfare in Whispering Pines Ave/El Dorado Road. Each provides important vehicular access to and from the City and surrounding areas. The combination of these arteries form the basic structure for the City's thoroughfare system. The growth of Friendswood and that which will occur in cities surrounding Friendswood will create additional traffic volumes to be handled by each of these arteries.

Friendswood's boundaries are defined, as they now exist, unless there are future boundary adjustments made with adjacent cities. Friendswood has common boundaries with League City, Pearland, Alvin, Houston and unincorporated areas of both Brazoria and Harris Counties. FM 518 serves as a north-south conduit linking the City to Pearland on its north boundary and League City on the south boundary. FM 528 serves as an east-west conduit linking the City to Houston/Unincorporated Harris County to the east and Alvin to the westerly boundary. Jointly planning either side of the common lines to ensure compatible land uses and access between communities would be beneficial to all the communities involved.

INSERT CITY COMPARISONS – PEARLAND, LEAGUE CITY, ALVIN & MAP

FRIENDSWOOD PLANNING AREA

The planning area for the City of Friendswood includes the current incorporated area of the City of Friendswood (see Map 1.1). The City of Friendswood includes approximately 21 square miles. FM 518 and FM 528 are the economic spines of the City running north-south and east-west. The Downtown District is located along FM 518 between FM 2351 and Chigger Creek. The future Friendswood Parkway will provide an additional thoroughfare that will enable vehicles to travel from I-45 to Beltway 8 thru League City, Friendswood and Pearland.

Surrounding the planning area are the neighboring communities of Pearland, League City, Alvin, Houston, and unincorporated Harris County. Friendswood is a community with established city limit boundaries with no options for expansion other than land donations or swaps from adjacent cities.

ADD MAP 1.1 (city limits)

FRIENDSWOOD DEMOGRAPHICS

Historical Population Growth (insert Table 1.1)

Year	Population		Percent Growth	
	Pearland	Friendswood	Alvin	League City
2019 Population Estimate	122,460	40,290	26,723	107,536
2010 Census Population	91,252	35,805	24,236	83,560
Total land area in square miles, 2010	47.02	20.74	24.29	51.29
Median Household Income (in 2018 dollars)	$102,891	$104,097	$53,714	$104,831
Median Age, 2018	35.3	40.9	33.6	34.9
Percent of population 65 & Older, 2010	10.7	15.2	12.4	10
2019 Sales Tax Generated				
Total Housing Units, 2019	41,563	14,241	10,199	36,697
Number of Business Firms	8,984	3,915	2,508	6,997

1895	25	n/a
1900	80	220%
1910	150	88%
1920	215	43%
1930	300	40%
1940	400	33%
1950	520	30%
1960	960	85%

Age Distribution

Year	*Over 65 Population*	*Over 65 Percentage*
1980	*448*	*4.2*
1990	*1,302*	*5.7*
2000	*2,509*	*8.6*
2010	*4,198*	*11.7*

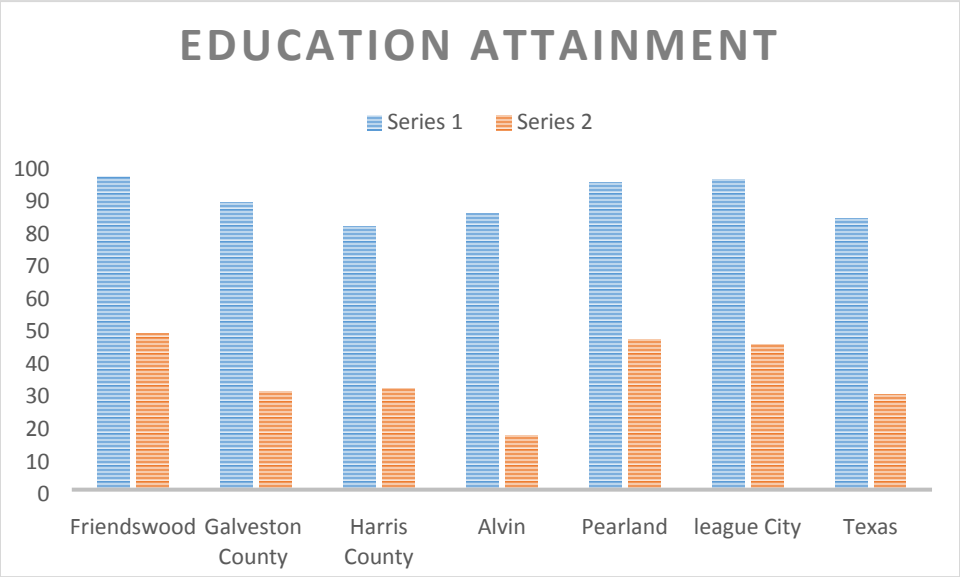
Household & Family Income

City	*1979 Median Income*	*1989 Median Income*	*2000 Median Income*	*2010 Median Income*	*2018 Median Income*
Friendswood	*$31,918*	*$50,492*	*$77,293*	*$99,780*	*$104,097*

Race & Ethnicity

Race & Ethnicity	***Texas***	***Galveston County***	***Harris County***	***Friendswood***	***Alvin***	***Pearland***	***League City***
White	*78.8*	*80.2*	*69.6*	*86.9*	*91.6*	*62.2*	*80.5*
Black/African American	*12.8*	*13.3*	*19.9*	*2.6*	*2.8*	*17.8*	*7.9*
American Indian/Alaska Native	*1*	*0.8*	*1.1*	*0.3*	*0.2*	*0.6*	*0.3*
Asian	*5.2*	*3.5*	*7.4*	*6.5*	*2.3*	*13.6*	*5.5*
Pacific Islander	*0.1*	*0.1*	*0.1*	*0*	*0*	*0*	*0*
Two or More Races	*2*	*2.1*	*1.9*	*2.8*	*1.4*	*3*	*2.8*
Hispanic/Latino Descent	*39.6*	*25*	*43.3*	*15.6*	*39*	*21.9*	*20.1*

Education Attainment



Blue – High school or higher

Orange – Bachelor's degree or higher

WHERE DO WE GO FROM HERE?

Identify goals for updated plan.

CITY OF FRIENDSWOOD

Comprehensive Plan Update

Council Meeting | June 24, 2020

Proposal for Update

In-House Updates

- Baseline Analysis of Existing Conditions
- Major Thoroughfare Plan (transportation)
- Community Facilities Plan
- Utility Plan
- Land Use Plan

Plans being managed by other departments:

- Parks Plan
- Drainage Plan

Outside Consultant

- Any additional Goals & Objectives
- Vision/Goals for future
- Sustainability Plan
- Any other sections

Comprehensive Plan

- **Document successes of 1998 Comp Plan**
  - Create a Main Street Corridor
  - Upgrade Police Facility
  - Plan sites for new fire stations
  - Tie 14-inch trunk line from Parkwood Ave. to the 10-inch line on S. Friendswood Drive
  - Sanitary sewer trunk force main system on FM 528

Success of the 1998 Comprehensive Plan

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Comprehensive Plan

- **Incorporating other existing City plans into the Comp Plan**

BUILDING ON THE PAST, BUT LOOKING FORWARD TO THE FUTURE

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Friendswood recognizes the role that comprehensive planning plays in being able to provide the citizens with the quality of life they desire. New development and improved public services are successes of prior planning efforts and are extremely important to the success of this Plan. Essentially, they have provided

Moving forward, each of the following planning efforts, among others, have been thoroughly analyzed and applicable goals of these plans have been incorporated into this Plan where appropriate.

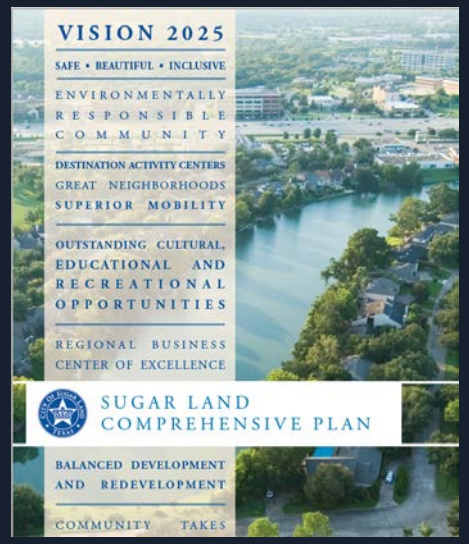
- Comprehensive Plan 1998
- Downtown Improvement Plan (2018)
- Parks & Open Space Master Plan (2010)
- Capital Improvements Plan (2017)
- Master Drainage Plan Phase I (1993) and Phase II (2007)
- Vision 2020
- Utility Master Plan
- City Wide Traffic Study (2020)

Comprehensive Plan

- **Establish plan time frame of 20 years**
- **Establish update procedures for future reviews**
  - Annual
  - 5, 10, 15 years

Comprehensive Plan

- **Last, but not least a new design**



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: July 6, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion with the Planning and Zoning Commission regarding Building Height Requirements

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In regards to the request by First Baptist Church to construct a new sanctuary with a tower and steeple exceeding the maximum building height currently allowed in the Downtown District (DD), City Council requested that the Planning and Zoning Commission look into the building height requirements and exceptions in more detail. The Specific Use Permit (SUP) for the church was approved by City Council with the requirement that they comply with the regulations of the Downtown District.

The current maximum building height allowed in the Downtown District (DD) is 70 feet, which was recommended by the original Main Street Committee in 2005-2008. The 70 feet was attained by doubling the building height that was in effect at that time of 35 feet. All other zoning districts have a maximum building height of 40 feet with an exception of a combined height of 50 feet to include the building and specific appurtenances, unless otherwise approved by the Commission.

It is the intent of the Planning and Zoning Commission to consider what is best for Friendswood. The Ordinance Subcommittee first discussed this topic and then brought it to the full Commission for further discussion.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Concerns identified by the Planning and Zoning Commission regarding changing the ordinance to allow a 90-foot tall combination of building, tower and steeple include the following:

- Avoid unintended consequences - not all ornamental additions will be aesthetically pleasing.
- Maintain the small town character of Friendswood - the overall tree canopy height is about 60 feet tall with the tallest known tree to be 71 feet.
- Consider the impact on neighbors - allowing structures of that height will impact the view of neighboring homes.
- Consider the purpose of certain types of structures and their height - the Commission understands the need for height of certain types of structures such as communication towers and water towers.
- Protect the future of the Downtown District - changing the ordinance not only affects this particular

property. It would allow other structures of similar height.

RECOMMENDATIONS

The Planning and Zoning Commission unanimously recommends the amendments included in the attachment, which cleans up the height exceptions and definitions, but does not increase the height allowance for any part of structures located in the Downtown District (DD).

More specifically, P&Z recommends the following:
Remove conflicting language in the Height Definition, Section 20.
Remove redundancy in Area and Height Exceptions, Section 7.
Clarify height regulations by per district, Section 7.
Uphold the maximum height as recommended by the Main Street Committee.

ATTACHMENTS

1. Building Height Presentation
2. Clean Copy_Section Q.3. Area and height exceptions
3. Redline_Section Q.3. Area and height exceptions

CITY OF FRIENDSWOOD

Building Height Workshop
Planning & Zoning Commission

Council Meeting | July 2, 2020

ORDINANCE SUBCOMMITTEE

The Ordinance Subcommittee met in response to City Council direction following a Specific Use Permit (SUP) application. The application includes a proposed structure reaching an overall maximum height of 90-feet, 10-inches.

ZONING ORDINANCE
CURRENT ALLOWABLE HEIGHT

Downtown District

- 70-foot maximum
- 4 Stories maximum

Circa 2005 – 2008
Main Street Committee

The Committee doubled the building height of 35 feet to 70 feet thus creating, what is now the Downtown District maximum building height.

All Other Districts

- 40-foot maximum building height
- 50-foot total combined maximum height for the building plus: *Belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers, spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein.*

BENCHMARKS

CITY	DISTRICT	MAX HEIGHT (ft)	EXCEPTIONS
Bastrop	Downtown Mixed Use	40	increase setbacks
Mineral Wells	Local Business	35	increase setbacks
	General Retail	65	
Jacksonville	Local Retail	35	No max
	Commercial	45	
Pearland	Old Townsite	40	increase setbacks
	Business Park	65	
	General Business	45	
League City	Old Towne	??	Belfries, chimneys, domes, cupolas, clock towers - 20% roof area; Parapet walls 5 feet; Steeples, spires, flag poles, cupolas, domes - no max
	Mixed Use	30-125	
Tomball	Old Town	2 stories; 3-4 stories with CUP	No max
Burleson	Old Town Overlay	35	No max
Rowlett	Downtown	2.5 stories	Additional 25 feet
Missouri City	Local districts	35	Steeples, spires, bell towers - overall height is 2 times the building Domes, cupolas, parapet walls - 10 feet
	Commercial districts	No limit	

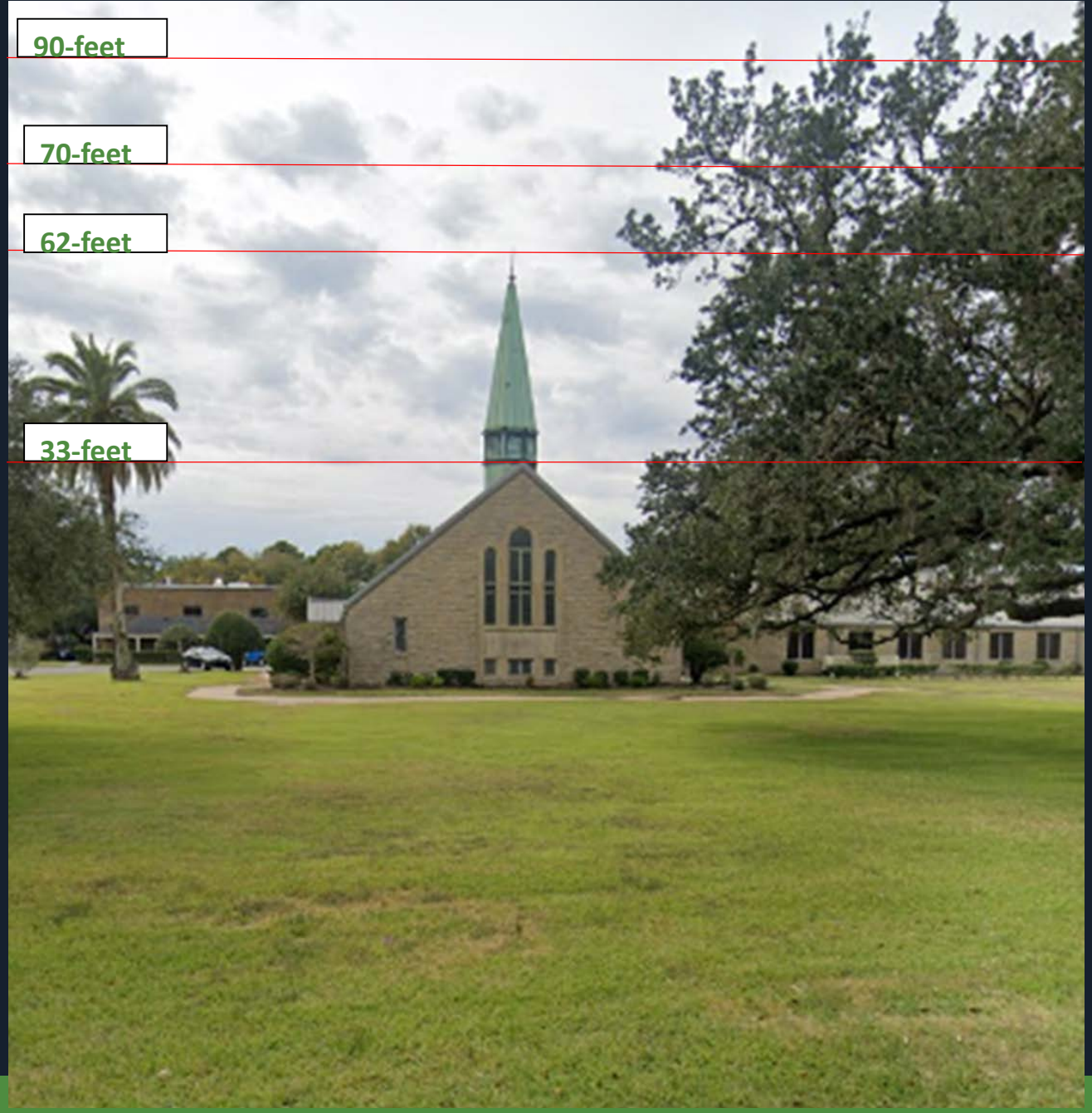
DISCUSSION TOPICS

- Eliminate ordinance contradictions and clarify language and terms
- Avoid unintended consequences
- Maintain the small town character of Friendswood
- Consider the impact on neighbors
- Consider the purpose of certain types of structures and their height
- Visibility of the church
- Protect the future of the Downtown District

Friends Church

Height estimates:

Building height	33 feet
Steeple plus lightning rod	62 feet
Allowable height	70 feet
Discussion height	90 feet



PLANNING & ZONING RECOMMENDATION

- Remove conflicting language in the Height Definition, Section 20.
- Remove redundancy in Area and Height Exceptions, Section 7.
- Clarify height regulations by district, Section 7.
- Uphold the maximum building height as recommended by the original “Main Street Committee.”

Zoning Ord. Section 7.

I. *Downtown District (DD), general purpose and description.* The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.

Q.3. Area and height exceptions.

a. Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.

b. Buildings or structures in community shopping center (CSC), neighborhood commercial (NC), office park (OPD), light industrial (LI), industrial (I), and business park (BP) districts may exceed 40 feet in height when the building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation, provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with section 9.G.

c. The height regulations of this section shall not apply to belfries, chimneys, domes, cupolas, towers, elevator bulkheads, flagpoles, steeples, spires, ornamental tops, construction equipment, smokestacks, tanks, ham radio and television antennas, and items similar to those listed herein. The total combined maximum height for these structures and the building is 50 feet overall height, unless located in the downtown district (DD), or otherwise approved by the planning and zoning commission.

d. The total combined maximum height allowed for structures and buildings within the downtown district (DD) is 70 feet.

e. Structures located within a PUD district shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a PUD application will be as established in the ordinance authorizing and approving the planned unit development.

f. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.

g. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements, provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

h. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

i. Stairs in certain situations. In residential zoning districts that have minimum front yard requirements, uncovered stairways associated with a residential use may project into the required front yard but shall remain a minimum of ten feet from the front property line, if:

1. A building is being elevated or reconstructed on an existing foundation to meet or exceed current city floodplain standards; and

2. The stairway projection into the required front yard is limited to the minimum area required to meet elevation standards; and the stairway, at its widest point, shall not exceed ten feet.

Commented [BB1]: Redundant

Commented [BB2]: Not necessary

Commented [BB3]: Already addressed in regulation matrix.

Section 20. Definitions

Height.

a. The height of a building shall be measured to:

(1) The top of ridge of the highest roof of a sloped roof (i.e., gable);

(2) The top of the highest deck of a mansard roof; or

(3) The top of the highest parapet wall of a flat roof.

b. For buildings not located in the floodplain, height is measured from the top of the finished first floor of the building which can be no more than two feet above the finished grade at the site. Finished grade shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the existing grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the finished first floor elevation for any other purpose, shall not be considered to be finished grade for the purpose of measuring building height.

c. For buildings located in the floodplain, height is measured from the top of the first finished floor which shall be two feet above the average base flood elevation at the site, as established by the latest available flood elevation maps for the city.

Commented [BB4]: Addressed under Area and height exceptions

PEARLAND

(b) **Exemptions.**

(1) Rooftop mounted towers and antennas may be located on any buildings serving a nonresidential use and on an alternative tower structure without obtaining a conditional use permit, if:

a. The structure, other than a tower on which the tower or antenna will be placed, exceeds fifty feet (50') in height;

b. The tower and antenna will add no more than twenty feet (20') total to the height of the existing structure;

c. The tower or antenna does not contain advertising; and

d. It complies with the lighting regulations for towers as specified in this division.

(2) Freestanding antennas do not require a CUP in any nonresidential zoning district if it does not exceed the height requirement(s) in the district and it meets all other requirements of the district.

(b) **Exceptions to Height Regulations.**

(1) In districts where the height of buildings is restricted to two (2) stories, cooling towers may extend for an additional height not to exceed fifty feet (50') above the average grade line of the building.

(2) Water stand pipes and tanks, church steeples, domes and spires, ornamental cupolas, City or School District buildings, and institutional buildings may be erected to exceed the height limit, as specified in the particular zoning district, provided that one (1) additional foot shall be added to the width and depth of front, side, and rear yards for each foot that such structures exceed the district height limit.

Commented [BB5]: Increase the setbacks for additional height. No max.

LEAGUE CITY

(j) *Projections above* height *limits.* The following projections above base district height limits are permitted:

(1) Belfries, domes, chimneys, cupolas, skylights, clock towers and other similar structural elements not used for human occupancy, may project above the base district height limit, provided that they do not cover more than 20 percent of the roof area;

(2) Mechanical equipment and enclosures, elevator penthouses, ventilators, and other similar equipment, may project up to five feet above the base district height limit, but may not exceed the height of parapet walls;

(3) Parapet walls or cornices may project up to five feet above the base district height limit;

(4) Theater scenery lofts only to the height necessary to accomplish their purpose;

(5) Church steeples, religious symbols, or similar elements on religious assembly buildings;

(6) Signs, pursuant to chapter 90;

(7) Flagpoles; and

(8) Wireless communications facilities, pursuant to communications towers and structures ordinance.

Exceptions to height *limits.* Height limits do not apply to barns, silos, or other farm buildings and structures; spires, belfries, cupolas, domes, and false mansards; monuments; water towers, fire and hose towers; windmills, chimneys, smoke stacks; flag poles, radio and television towers, masts, aerials and parabolic satellite receivers and microwave transmitters and receivers used in connection with radio and television broadcasting, but not including parabolic satellite TV reception antennas, unless otherwise regulated.

Commented [BB6]: No maximum.

MISSOURI CITY

- **Sec. 9.4. - Exceptions to height regulations.**

Uses listed in this section 9.4. shall be exempt from the height limitations contained in the schedule of district regulations and shall be limited as designated herein.

A. Chimneys, cooling towers, elevator bulkheads, tanks, water towers, antennaes used for reception only, ornamental cupolas, domes and parapet walls shall be subject to the height limitations contained in this subsection.

1. For structures attached to buildings, the lesser of:

(a) Not more than ten feet above the point on the main building to which the structure is attached; or

(b) Not more than ten feet above the maximum height limit for the district in which the structure is located.

2. For freestanding structures, not more than ten feet above the maximum height limit for the district in which the structure is located.

B. Steeples, spires and bell towers shall be subject to the height limitations contained in this subsection. Maximum height shall be measured from ground level.

Commented [BB7]: Additional 10-feet

Commented [BB8]: Overall height is 2x the building.

1. For structures attached to buildings, not more than two times the height of the point on the building to which the steeple or spire structure is attached.

2. For freestanding structures, not more than ten feet above the maximum height limit for the district in which the structure is located.

SUGAR LAND

- **Sec. 2-171. - Height Exceptions and Exemptions.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

A. The Height of any Structure erected, established, altered, converted or relocated may not exceed the maximum Height permitted for the district where located, except as follows:

1. Hospitals, private schools, and churches may exceed the permitted district Height by an additional 35 feet if all required Yards for the Building are increased by at least 1 additional foot for each 2 feet of additional Building Height allowed herein. When adjacent to Residential Districts, Bulk Plane regulations applicable to the district in which the structure is located supersede this exception.

2. Ornamental features, including but not limited to the following elements may be constructed up to 15 feet above the maximum height allowed:

a. Chimneys,

b. Church steeples,

c. Ornamental tower spires,

d. Cooling towers,

e. Elevator bulkheads,

f. Roof gables,

g. Parapet walls, and

h. Mechanical equipment.

3. Sports lighting facilities and water towers owned by or under the control of a Governmental Entity and utility poles and towers owned by a Public Utility and used for the transmission and distribution of electricity may be erected to any Height in any zoning district, unless prohibited by the airport height hazard zoning regulations.

4. Satellite Dish Antennas as permitted by Article IV.

5. Towers and antennas as permitted by Article VII, regulating telecommunication towers and antennas.

WEBSTER

Building height means the vertical distance from curb level opposite the center of the front of the building to the elevation of the highest point of the roof. For the purpose of this section, the measurement of a building height shall not include chimneys, roof gables, vents, steeples, spires, ornamental towers, antennae, monuments, cooling towers, tanks, water towers, fire towers, necessary mechanical appurtenances, stage towers or scenery lofts, or similar appurtenances.

Commented [BB9]: Churches can add 35-feet with increased setbacks.

Commented [BB10R9]:

Commented [BB11]: Ornamental features 15-feet over max height

Commented [BB12]: No maximum.

Zoning Ord. Section 7.

I. *Downtown District (DD), general purpose and description.* The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.

Q.3. Area and height exceptions.

a. Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.

b. ~~A building or structure may not exceed 40 feet in height measured from the minimum habitable floor elevation; provided, however, that:~~

~~1.~~ Buildings or structures in community shopping center (CSC), neighborhood commercial (NC), office park (OPD), light industrial (LI), industrial (I), and business park (BP) districts may exceed 40 feet in height when ~~:~~

~~a. T~~the building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation, provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with section 9.G.

~~b. Buildings or structures of 40 feet or less in height shall meet the setback requirements as defined in this appendix.~~ ~~e~~c. The height regulations of this section shall not apply to belfries, chimneys, domes, cupolas, ~~church spires, conveyors, cooling~~ towers, elevator bulkheads, ~~fire towers, storage towers,~~ flagpoles, ~~monuments, ornamental towers or~~steeples, ~~-~~spires, ornamental tops, ~~cranes,~~ construction equipment, smokestacks, ~~stage towers and scenery lofts,~~ tanks, ~~water towers,~~ ham radio and television antennas, ~~microwave relay, radio and television transmission towers~~ and items similar to those listed herein. The total combined maximum height for these structures ~~items~~ and the ~~structure~~building is 50 feet overall height~~, measured from the first finished floor to the highest point~~, unless located in the downtown district (DD), or otherwise approved by the planning and zoning commission.

d. The total combined maximum height allowed for structures and buildings within the downtown district (DD) is 70 feet.

~~2. Exceptions.~~ ~~e.~~ Structures located within a ~~general~~ PUD ~~or PUD-mixed use~~ district shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a ~~general~~ PUD ~~or PUD-mixed use~~ application will be as established in the ordinance authorizing and approving the planned unit development.

~~3. The maximum height allowed for structures within the downtown district (DD) is 70 feet, as measured in accordance with the method prescribed in section 20, definitions.~~

f~~c~~. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.

g~~d~~. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements, provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

~~e. The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and~~

Commented [BB1]: Redundant

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Commented [BB2]: Not necessary

Commented [BB3]: Already addressed in regulation matrix.

~~television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.~~

h~~f~~. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

i~~g~~. Stairs in certain situations. In residential zoning districts that have minimum front yard requirements, uncovered stairways associated with a residential use may project into the required front yard but shall remain a minimum of ten feet from the front property line, if:

1. A building is being elevated or reconstructed on an existing foundation to meet or exceed current city floodplain standards; and

2. The stairway projection into the required front yard is limited to the minimum area required to meet elevation standards; and the stairway, at its widest point, shall not exceed ten feet.

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Section 20. Definitions

Height.

a. The height of a building shall be measured to:

(1) The top of ridge of the highest roof of a sloped roof (i.e., gable);

(2) The top of the highest deck of a mansard roof; or

(3) The top of the highest parapet wall of a flat roof.

b. For buildings not located in the floodplain, height is measured from the top of the finished first floor of the building which can be no more than two feet above the finished grade at the site. Finished grade shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the existing grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the finished first floor elevation for any other purpose, shall not be considered to be finished grade for the purpose of measuring building height.

c. For buildings located in the floodplain, height is measured from the top of the first finished floor which shall be two feet above the average base flood elevation at the site, as established by the latest available flood elevation maps for the city.

~~d. No part of a building or structure is allowed to exceed the maximum height allowed in a specific zoning district except for the following:~~

~~(1) Elements inclusive of, but not limited to, chimneys, vents, and roof-top mechanical equipment, provided that the maximum allowed building or structure height is not exceeded by more than four feet; or~~

~~(2) Elements inclusive of, but not limited to, radio or television antennae or aerials (but not including microwave receivers, transmitters, repeaters, or satellite receivers), provided that the maximum allowed building or structure height is not exceeded by more than ten feet.~~

Commented [BB4]: Addressed under Area and height exceptions

PEARLAND

(b) **Exemptions.**

(1) Rooftop mounted towers and antennas may be located on any buildings serving a nonresidential use and on an alternative tower structure without obtaining a conditional use permit, if:

a. The structure, other than a tower on which the tower or antenna will be placed, exceeds fifty feet (50') in height;

b. The tower and antenna will add no more than twenty feet (20') total to the height of the existing structure;

c. The tower or antenna does not contain advertising; and

d. It complies with the lighting regulations for towers as specified in this division.

(2) Freestanding antennas do not require a CUP in any nonresidential zoning district if it does not exceed the height requirement(s) in the district and it meets all other requirements of the district.

(b) **Exceptions to Height Regulations.**

(1) In districts where the height of buildings is restricted to two (2) stories, cooling towers may extend for an additional height not to exceed fifty feet (50') above the average grade line of the building.

(2) Water stand pipes and tanks, church steeples, domes and spires, ornamental cupolas, City or School District buildings, and institutional buildings may be erected to exceed the height limit, as specified in the particular zoning district, provided that one (1) additional foot shall be added to the width and depth of front, side, and rear yards for each foot that such structures exceed the district height limit.

Commented [BB5]: Increase the setbacks for additional height. No max.

LEAGUE CITY

(j) *Projections above* height *limits.* The following projections above base district height limits are permitted:

(1) Belfries, domes, chimneys, cupolas, skylights, clock towers and other similar structural elements not used for human occupancy, may project above the base district height limit, provided that they do not cover more than 20 percent of the roof area;

(2) Mechanical equipment and enclosures, elevator penthouses, ventilators, and other similar equipment, may project up to five feet above the base district height limit, but may not exceed the height of parapet walls;

(3) Parapet walls or cornices may project up to five feet above the base district height limit;

(4) Theater scenery lofts only to the height necessary to accomplish their purpose;

(5) Church steeples, religious symbols, or similar elements on religious assembly buildings;

(6) Signs, pursuant to chapter 90;

(7) Flagpoles; and

(8) Wireless communications facilities, pursuant to communications towers and structures ordinance.

Exceptions to height *limits.* Height limits do not apply to barns, silos, or other farm buildings and structures; spires, belfries, cupolas, domes, and false mansards; monuments; water towers, fire and hose towers; windmills, chimneys, smoke stacks; flag poles, radio and television towers, masts, aerials and parabolic satellite receivers and microwave transmitters and receivers used in connection with radio and television broadcasting, but not including parabolic satellite TV reception antennas, unless otherwise regulated.

Commented [BB6]: No maximum.

MISSOURI CITY

- **Sec. 9.4. - Exceptions to height regulations.**

Uses listed in this section 9.4. shall be exempt from the height limitations contained in the schedule of district regulations and shall be limited as designated herein.

A. Chimneys, cooling towers, elevator bulkheads, tanks, water towers, antennaes used for reception only, ornamental cupolas, domes and parapet walls shall be subject to the height limitations contained in this subsection.

1. For structures attached to buildings, the lesser of:

(a) Not more than ten feet above the point on the main building to which the structure is attached; or

(b) Not more than ten feet above the maximum height limit for the district in which the structure is located.

2. For freestanding structures, not more than ten feet above the maximum height limit for the district in which the structure is located.

B. Steeples, spires and bell towers shall be subject to the height limitations contained in this subsection. Maximum height shall be measured from ground level.

Commented [BB7]: Additional 10-feet

Commented [BB8]: Overall height is 2x the building.

1. For structures attached to buildings, not more than two times the height of the point on the building to which the steeple or spire structure is attached.

2. For freestanding structures, not more than ten feet above the maximum height limit for the district in which the structure is located.

SUGAR LAND

- **Sec. 2-171. - Height Exceptions and Exemptions.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

A. The Height of any Structure erected, established, altered, converted or relocated may not exceed the maximum Height permitted for the district where located, except as follows:

1. Hospitals, private schools, and churches may exceed the permitted district Height by an additional 35 feet if all required Yards for the Building are increased by at least 1 additional foot for each 2 feet of additional Building Height allowed herein. When adjacent to Residential Districts, Bulk Plane regulations applicable to the district in which the structure is located supersede this exception.

2. Ornamental features, including but not limited to the following elements may be constructed up to 15 feet above the maximum height allowed:

a. Chimneys,

b. Church steeples,

c. Ornamental tower spires,

d. Cooling towers,

e. Elevator bulkheads,

f. Roof gables,

g. Parapet walls, and

h. Mechanical equipment.

3. Sports lighting facilities and water towers owned by or under the control of a Governmental Entity and utility poles and towers owned by a Public Utility and used for the transmission and distribution of electricity may be erected to any Height in any zoning district, unless prohibited by the airport height hazard zoning regulations.

4. Satellite Dish Antennas as permitted by Article IV.

5. Towers and antennas as permitted by Article VII, regulating telecommunication towers and antennas.

WEBSTER

Building height means the vertical distance from curb level opposite the center of the front of the building to the elevation of the highest point of the roof. For the purpose of this section, the measurement of a building height shall not include chimneys, roof gables, vents, steeples, spires, ornamental towers, antennae, monuments, cooling towers, tanks, water towers, fire towers, necessary mechanical appurtenances, stage towers or scenery lofts, or similar appurtenances.

Commented [BB9]: Churches can add 35-feet with increased setbacks.

Commented [BB10R9]:

Commented [BB11]: Ornamental features 15-feet over max height

Commented [BB12]: No maximum.

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: July 6, 2020

Date submitted: 6/9/2020

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

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: July 6, 2020

Date submitted: 6/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.071; Consultation with Attorney; to consult with its attorney about pending litigation, Cause No. 18-CV-0108; Joseph Tostado v. City of Friendswood; in the 122nd Judicial District Court of Galveston County, Texas, 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

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: July 6, 2020

Date submitted: 6/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Council may convene into Executive Session in accordance with Section 551.087; Deliberation regarding economic development negotiations; to deliberate the offer of a financial or other incentive to a business prospect 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

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: July 6, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Presentation of the 17th Consecutive Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award by Phyllis Rinehart, Controller for the City of La Porte, representing the Gulf Coast Government Finance Officers Association and Government Finance Officers Association of Texas.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Presentation Award for the Fiscal Year 2019-20 budget. The award represents a significant achievement by the City. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. Budget documents must be rated "proficient" by serving as 1) a policy document, 2) a financial plan, 3) an operations guide and 4) a communications device.

This is the seventeenth consecutive year the City has received this award.

We would like to recognize the efforts of Katina Hampton (Director of Administrative Services), Rhonda Bloskas (Deputy Director of Administrative Services – Finance), Jennifer Walker (Budget Manager) and Emily Peltier (Financial Analyst). We would also like to recognize and thank the Budget Team, and the entire Administrative Services Department. Their cumulative efforts enabled us to reach this achievement.

Phyllis Rinehart, Controller with the City of LaPorte, member of the Gulf Coast Government Finance Officers Association and Government Finance Officers Association of Texas will present the award to City staff.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

none

RECOMMENDATIONS

none

ATTACHMENTS

1. FriendswoodTX - GFOA Budget Award

FOR IMMEDIATE RELEASE

May 11, 2020

For more information, contact:

Technical Services Center
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Friendswood, Texas,** has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Budget Management Office.**

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Friendswood

Texas

For the Fiscal Year Beginning

October 1, 2019

Christopher P. Morrill

Executive Director

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: July 6, 2020

Date submitted: 6/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Lifeline EMS Gold Plus recognition of Friendswood Emergency Medical Services (EMS)

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

For the fourth year in a row, Friendswood's EMS has achieved the American Heart Association's 2020 Mission: Lifeline EMS Gold Plus recognition for prehospital personnel. They are the first providers of care to patients suffering from a STEMI heart attack and are an integral part of the STEMI system of care impacting the overall care and outcome of the patient. This achievement illustrates a commitment to providing guidelines-based care while meeting high standards of performance.

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: July 6, 2020

Date submitted: 6/9/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Friendswood Police Department Operations

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In regard to some of the national dialogue taking place, the Friendswood Police Department routinely evaluates protocol and stays abreast of new training requirements. FPD utilizes a continuous training cycle that is overseen by the State license authority, Texas Commission on Law Enforcement.

The Department is inspected biannually to ensure its compliance with state-mandated training. The curriculum for all of the required training can be found on the TCOLE website, https://www.tcole.texas.gov/ and is included with this agenda item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CRT 02.006 Intermediate Peace Officer Proficiency Certification Chart 12.16.2019_0
2. CRT 03.005 Advanced Peace Officer Proficiency Certification Chart 12.16.2019_0
3. CRT 01.002 Basic Peace Officer Proficiency Certification Chart 9.4.2019
4. LTM 01.009 Licensee Training Mandates 9.01.2019

TEXAS COMMISSION ON LAW ENFORCEMENT

Intermediate Peace Officer Proficiency Certification Requirements Chart

Commission Rules 221.1 and 221.3

Requirements; an active license or appointment; a Basic Peace Officer Certification; completion of training hours/service time from chart, below; and completion of listed courses or equivalents. Once service time, hours and course requirements are met and posted to your account the system updates.

Hours	OR	Education	OR	Military Service Training Credit	AND	Years
400						8
800						6
1200						4
2400						2
		Associate's		2 Years		4
		Bachelor's or higher		4 Years		2

One course from each category or the equivalent must be completed.

Child Abuse

2105	Child Abuse Prevention and Investigation

Crime Scene Investigation		Equivalent	
2106	Crime Scene Investigation	40052	TFSA Forensic Technician

Use of Force

2107	Use of Force

Arrest, Search and Seizure

2108	Arrest, Search and Seizure

Spanish		Equivalent	
2109	Spanish for Law Enforcement	2110	Spanish for Law Enforcement D.E.
		2111	Spanish for L.E.-.Test Out
		34001	Spanish for L.E. – On Patrol
		22109	Spanish for Telecommunicators

Identity Theft (1)		Equivalent	
3277	Identity Theft	1000643	BPOC
		1000667	BPOC (667)
		1000696	BPOC (696)

	Asset Forfeiture (1)		**Equivalent**
3255	Asset Forfeiture	3257	Asset Forfeiture and Racial Profiling
		1000643	BPOC
		1000667	BPOC (667)
		1000696	BPOC (696)

	Racial Profiling (1)		**Equivalent**
3256	Racial Profiling	3257	Asset Forfeiture and Racial Profiling
		1000643	BPOC
		1000667	BPOC (667)
		1000696	BPOC (696)

	Human Trafficking		**Equivalent**
3270	Human Trafficking	3271	Advanced Human Trafficking **(2)**
		3268	SAFVIC Human Trafficking Investigator
		1000696	BPOC (696)

	Crisis Intervention Training (SB 1849)		**Equivalent**
1850	Crisis Intervention Training 40hr	1000667	BPOC (667)
		1000696	BPOC (696)

	Hearing Impaired Drivers		**Equivalent**
7887	Interacting with Drivers Deaf / Hard of Hearing	1000696	BPOC (696)

	De-escalation Techniques (SB 1849)		**Equivalent**
1849	De-escalation Techniques (SB 1849)	1000696	BPOC (696)

	Missing and Exploited Children (3)		**Equivalent**
3275	Missing and Exploited Children	782096	DPS Interdiction for Protection of Children
		53268	Advanced Child Abuse Investigations
		53267	ACA Module 3 - Special Topics & Resources
		1000696	BPOC (696)

	Child Safety Check Alert List (4)		**Equivalent**
4068	Child Safety Check Alert List	53268	Advanced Child Abuse Investigations
		53269	ACA Module 1 - Laws & Dynamics
		53270	ACA Module 2 – Interviewing & Interrogating Tech
		1000696	BPOC (696)

Canine Encounters		Equivalent	
4065	Canine Encounter	6048	Canine Handlers Training
		62040	Defensive Tactics-Canine Encounters
		62041	Texas Specific-Shoot Don't Shoot
		62042	Defensive Tactics-Canine Encounters-Train the Trainer
		9988	Canine courses prior to 1.01.2016, must be reviewed for credit, 9988 '0' hour TCOLE reporting only
		1000696	BPOC (696)

Cultural Diversity		Equivalent	
3939	Cultural Diversity	39393	DPS Cultural Diversity - Online
		394	Cultural Diversity TCOLE - Online
		3737	New Supervisor's Course (1st time supervisors only)
		786106	DPS Leadership Development Course

Special Investigative Topics		Equivalent	
3232	Special Investigative Topics	3264	Special Investigator Certification
		3265	Special Investigator Train the Trainer
		3737	New Supervisor's Course (1st time supervisors only)
		786106	DPS Leadership Development Course
		3261	SAFVI Module 1 (All 3 modules must be completed in 2 year unit)
		3262	SAFVI Module 2
		3263	SAFVI Module 3

Four Courses completed for special investigative topics before 12.31.2013 count toward certificates.
3224 Child Abuse Web with Exercises; **3214** Family Violence Web with Exercises
3254 Sex Offender Characteristics Web with Exercises; **3244** Sexual Assault Web with Exercises

1. Included in BPOC 1000643, 1.01.2013
2. Included in BPOC 1.01.2013, CIT mandate until intermediate issued
3. Required 1.01.2015
4. Required 1.01.2016

TEXAS COMMISSION ON LAW ENFORCEMENT

Advanced Peace Officer Proficiency Certification Requirements Chart

Commission rules 221.1 and 221.3

Requirements, an active license or appointment, Basic and, Intermediate Peace Officer Certificate
Meet training hours and years of service per chart. Once service time, hours and course requirements are met and posted to your account the system updates your file.

Hours	OR	Education	OR	Military Service Training Credit	AND	Years
800						12
1200						9
2400						6
		Associate's degree		2 Years		6
		Bachelor's or higher		4 Years		5

One course from each category or the equivalent.

Human Trafficking		Equivalent	
3271	Advanced Human Trafficking	3268	SAFVIC Human Trafficking Investigator

Crisis Intervention Training (SB 1849)		Equivalent	
1850	Crisis Intervention Training 40hr	1000667	BPOC (667)
		1000696	BPOC (696)

Missing and Exploited Children		Equivalent	
3275	Missing and Exploited Children	782096	DPS - Interdiction for Protection of Children
		53268	Advanced Child Abuse Investigations
		53267	ACA Module #3 Special Topics & Resources
		1000696	BPOC (696)

Child Safety Check Alert List		Equivalent	
4068	Child Safety Check Alert List	53268	Advanced Child Abuse Investigations
		53269	ACA Module 1 – Laws & Dynamics
		53270	ACA Module 2 – Interviewing & Interrogating Tech.
		1000696	BPOC (696)

Canine Encounter		Equivalent	
4065	Canine Encounter	6048	Canine Handlers Training
		62040	Defensive Tactics-Canine Encounters
		62041	Texas Specific-Shoot Don't Shoot
		62042	Defensive Tactics-Canine Encounters-Train the Trainer
		9988	Canine courses prior to 1.01.2016, must be reviewed for credit, 9988 '0' hour TCOLE reporting only
		1000696	BPOC (696)

De-escalation Techniques (SB 1849)		Equivalent	
1849	De-escalation Techniques (SB 1849)	1000696	BPOC (696)

TEXAS COMMISSION ON LAW ENFORCEMENT

Basic Peace Officer Proficiency Certification Requirements Chart

Commission Rules 221.1 and 221.3

Basic Peace Officer Proficiency Certificate 221.3

Requirements

an active license or appointment, and 221.1
1 year of service

AND

Courses		Approved Equivalent	
1999	Personnel Orientation (submitted by dept. if licensed on or after 6.1.1998)		
3722	Peace Officer Field Training (if licensed on or after 6.01.2004)		
3270	Human Trafficking	3271	Advanced Human Trafficking
		3268	SAFVIC Human Trafficking Investigator
		1000696	BPOC (696)

Once ALL requirements have been met the system updates your file.

TCOLE Licensee Training Mandate Guide (09/01/2017 – 08/31/2021)

****Please Note - this is a "live" document and is subject to change at any time. Please be sure you are using the most recent version from the TCOLE website at www.tcole.texas.gov. This version is effective as of 09/01/2019.**

Peace Officer (General):

Training Unit - each 2yr Unit (09/01/17 - 08/31/19, 09/01/19 - 08/31/21), Peace Officers must take:

- The current Legislative Update (First Unit - 3185, Second Unit - 3186)(Rule 218.3(b))
- 40hrs, including the above 3185/6 course (Rule 218.3(b)).

Training Cycle - each 4yr Cycle (current 09/01/17 - 08/31/21), Peace Officers must take:

- If the Peace Officer has Intermediate Certification or higher - no Cycle requirements.
- If the Peace Officer does not achieve Intermediate Certification before the end of the Cycle - Cultural Diversity (3939), Crisis Intervention (3843), Special Investigative Topics (3232), De-escalation (1849) (Rule 218.3(c)).

Miscellaneous Training

- Peace Officers first licensed on or after 01/01/2011, must take Human Trafficking (3270) within 2 years of initial licensing (218.3(e)), if not taken in BPOC.
- Peace Officers first licensed on or after 01/01/2016, must take Canine Encounters (4065) within 2 years of initial licensing (Rule 218.3(e)), if not taken in BPOC.
- Peace Officers first licensed on or after 03/01/2016, must take Interacting with Deaf and Hard of Hearing Drivers (7887) within 2 years of licensing, if not taken in the BPOC.
- Peace Officers first licensed on or after 04/01/2018, must take the 40hr CIT (1850) within 2 years of licensing (Rule 218.3(e)), if not taken in BPOC.
- Peace Officers licensed before 01/01/2018, must take Civilian Interaction Training Program (CITP, 30418) by 01/01/2020. All other within 2 years of initial licensing, if not taken in BPOC, (Rule 218.3(e)).

Assignment Specific Training

- Peace Officers using Body Worn Cameras must take the Body Worn Camera course (8158) before using the cameras (Rule 218.3(d)), if not taken in BPOC.
- Peace Officers appointed to court security at ANY level of court, after 09/01/2017, must take the Court Security course (10999) within 1 year of assignment to that duty. Persons already appointed to courtroom security on 09/01/2017 are required to complete the course by 09/01/2019 (Rule 218.3(d) and SB42).
- Peace Officers performing the function of eyewitness identification, as designated by their agency, must first complete the Eyewitness Identification course (3286), beginning 01/01/2018 (Rule 218.3(d)).
- Peace Officers performing the function of School District Peace Officer or School Resource Officer must complete the School Based Law Enforcement Training (4064) within 180 days of assignment (Rule 218.3(d)) and a TCOLE approved SBLE Active Shooter Training (2195). Those who were appointed, prior to 09/01/2019, at school districts with a student population of 30,000 or less, have until 09/01/2020 to comply with both courses.
- Peace Officers appointed to their first position as a Police Supervisor must complete New Supervisor course (3737) within one year prior to or after the assignment (Rule 218.3(d)).
- Peace Officers at colleges/universities must complete a course on trauma informed investigation into sexual assault/harassment/dating violence/stalking (course numbers 3232, if completed after 08/20/19, 4070, and 470- TCOLE Online, are acceptable). No specific date is provided by statute.
- Peace Officers assigned to carry epinephrine auto-injectors (Epi-pens) must first complete Epinephrine Auto-Injector Training (1826).

Peace Officer (Specialized):

Constables (note - this mandate overrides all Training Unit and Training Cycle mandates listed under Peace Officer above, but does NOT override Miscellaneous and Assignment Specific Training):

- Must take the New Constable Training (3742) within 2 years of being appointed (Rule 218.3(d)).
- Must take the Constable's Continuing Education (3743) each Cycle, thereafter (Rule 218.3(d)).
- Must complete Civil Process (1415) at a TCOLE designated college/university each Cycle.

Deputy Constables:

- In addition to all of the Peace Officer (General) requirements, above, must take Civil Process (3131) each Cycle (Rule 218.3(d)).

Police Chiefs (note - this mandate overrides all Training Unit and Training Cycle mandates listed under Peace Officer above, but does NOT override Miscellaneous and Assignment Specific Training):

- Must take New Chief's Training (3780) within 2 years of appointment (Rule 218.3(d)).
- Must take Chief's Continuing Education (3740) each Unit, thereafter (Rule 2183(d)).

Jailer/Reserve Peace Officer Licensees/Public Security Officers:

Training Unit - No requirements

Training Cycle - must take Cultural Diversity (3939), unless exempted by Certification level in another license (Rule 218.3(c)).

Miscellaneous

- All Temporary Jailers must be <u>enrolled</u> in a Basic Correction Officer Course within 90 days of appointment.
- All current Jailers must take the Mental Health course (4900) by 08/31/2021, if not taken in BCOC (Rule 218.3(e)).
- All NEW Jail Administrators must pass the TCJS/TCOLE Jail Administrator course on the TCOLE website within 180 days of assignment as administrator, beginning 03/01/2018 (Gov't Code 511.00905).
- Jailers carrying a firearm as part as their assigned duty must first complete the Jail Firearms course (3599) AND obtain the Commission Jailer Firearm Certification.

Telecommunicators:

Training Unit - 20hrs (Rule 218.3(c))

Training Cycle - No requirements

Crisis Intervention Training Equivalents for Training Cycle Mandate only (not applicable for Proficiency Certification)- CIT Train the Trainer (3840), CIT Update (3843), Mental Health Officer (4001), Basic Peace Officer Course, (1000643, or 1000667)).

*Some other courses may also have equivalents which will satisfy the listed course requirement. See the TCOLE website for more info.

**Legislative Mandates begin the first FULL Cycle or Unit, AFTER initial licensing (Rule 218.3(i)), unless otherwise noted.

*** Unappointed licensees may NOT report their own training. They should insure that courses are only taken through a Contract Training Provider who will report the training for them.
**** Effective 08/26/2019, SB1397 (OC 1701.356) exempted the following- DPS Special Rangers, DPS Special Texas Rangers, TPW Special Game Wardens, and TABC Special Investigators, from all Training Unit, Training Cycle, and Miscellaneous Training Listed under Peace Officer (General), including 30418 Civilian Interaction Training Program (CITP). Assignment Specific mandates still apply.

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: July 6, 2020

Date submitted: 6/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Tree Preservation Requirements

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Current Tree Preservation Requirements (Zoning Ordinance):
- Tree survey required identifying existing trees that are 12-inches in diameter measured 4.5 feet above natural grade. Trees must be identified by the property owner as "Protected" or "To be removed." If removed, the tree must be replaced with a Class 1 or Class 2 tree that is a minimum of 3-inches in diameter.

Qualified Tree List is in the Design Criteria Manual, Appendix D.

History of Tree Preservation Ordinance:

84-15 (minimal)
97-14 (initial preservation ordinance)
2005-19 (amended)
2006-17 (amended)
2019-05 (amended)

State law – changes adopted in 2017; Highlights include
• prohibit a City to require mitigation for a tree less than 10 inches in diameter measured 4.5 feet above the ground.
• A City that imposed a tree mitigation fee for tree removal on a person's property must allow that person to apply for a credit for tree planting to offset the amount of the fee.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

n/a

RECOMMENDATIONS

The Planning and Zoning Commission will review the ordinance and provide feedback for any recommended changes.

ATTACHMENTS

1. Current Tree Preservation Ordinance

I. *Landscaping and screening requirements.*

1. *Purpose.* The provisions of this subsection I for the installation and maintenance of landscaping and screening are intended to protect the character and stability of residential, commercial, institutional and industrial areas, to conserve the value of land and buildings of surrounding properties and neighborhoods, and to enhance the aesthetic and visual image of the community. In furtherance thereof, trees utilized to comply with the requirements of this subsection I shall be of a type contained in the list of qualified trees approved from time to time by the city council and contained in the city's design criteria manual ("Qualified Tree List").

2. *Perimeter landscaping and screening.*

a. Adjacent property, buffer maintenance and installation.

(1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property.

(2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement.

(3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

a-1. Adjacent property, buffering streets. All land zoned commercial or industrial, as that term is defined in this section, shall have a minimum ten-foot landscaped open space adjacent to each public right-of-way located within the required yard.

b. Trees for buffer strips. If an open space buffer strip is required under the terms of this subsection I, not less than one tree, whether existing or planted, shall be maintained for each 25 lineal feet or portion thereof of solid open space buffer strip.

b-1. Landscape trees. All required trees for landscaping shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.

c. Off-street parking landscaping.

(1) All areas, other than those located within the industrial district, that are used for parking or display of vehicles, boats, construction equipment or production equipment, shall conform to the minimum landscaping requirements of this subsection 2.c. Areas that are of a drive-in nature, such as filling stations, grocery stores, banks and restaurants also, shall conform to the minimum landscaping requirements of this subsection 2.c.

(2) It is the intent of this subsection 2.c to promote the placement of trees along the thoroughfares of the city. Therefore, at least 50 percent of the required trees shall be located between the street and any buildings. No tree other than those species listed as small trees (size 3) on the qualified tree list may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

(3) Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

(4) All planted islands shall have curbs of sufficient height and width to contain the planted island.

(5) Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.

(6) Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.

(7) All trees required in this subsection 2.c shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.

(8) If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.

(9) All plants shall receive proper irrigation to encourage deep root growth and survivability.

d. Existing plant material.

(1) Where healthy planting exists on a site, the building official shall credit the property owner for existing plants that are retained and used when calculating vegetation requirements under this section. When healthy trees exist on a site, and when they are equivalent in size and species to those required by this subsection, the building official shall credit the property owner for existing trees that are retained and used when calculating requirements under this subsection.

(2) Existing landscape areas to be retained shall be protected from vehicular encroachment and damage during and after the construction phase by appropriate barriers. Parking or storing of vehicles, equipment, or materials is not allowed within the protective root zone.

(3) Protective barricades are to be installed around all protected trees prior to any construction activities on a development site. Barricades are to be installed a minimum of ten-feet from a protected tree or at the designated protective root zone.

(4) Protective barricades may be removed only to prepare the development site for final landscaping activities.

e. Maintenance and care of trees.

(1) Maintenance period for trees. For any tree installed in fulfillment of the requirements of this appendix, or any previously existing tree used in fulfillment of the requirements of this appendix, it shall be the responsibility of the then property owner to maintain such tree in a healthy condition. In the event of serious damage, disease or death of the tree, or if the tree should otherwise fail to survive , the then property owner shall, at his sole cost and expense, replace it with a tree that meets the requirements of this appendix, within 120 days from the date of notification by the city.

(2) Pruning of trees. It shall be unlawful as a normal practice for any person, firm or city department to top any tree on public property. Topping is hereby defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from the requirements of this appendix at the determination of the building official.

(3) Maintenance of trees over rights-of-way.

(a) Any entity pruning trees located in public rights-of-way or in excavating in rights-of-way or in easements shall be required to notify the city building official and to prepare such plans or outline such programs as the official deems necessary. The building official's permission must be secured before such work may begin. A developer shall have the responsibility to verify that such approval has been granted prior to the installation of utilities within easements on the developer's property.

(b) Every owner of any tree overhanging an street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right, with 14 days advance notice to the owner or agent, to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.

(c) It is prohibited to cut trees or clear vegetation on public rights-of-way to provide better view of off-premise signs.

(4) Removal of hazardous trees. The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property or harbor insects or disease which constitute a potential threat to other trees within the city. The city will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal on the owners' property tax notice.

f. Preserving trees; historical significance.

(1) Findings. The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek

banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settlers members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.

(2) Purpose. It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.

(3) Tree survey required.

(a) A tree survey showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, shall be required for:

(i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);

(ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and

(iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development cluster home (PUC—Cluster Home), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

(b) If the property contains no trees fitting the description in subsection (a) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

(c) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.

(d) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

(4) Site plan to include trees.

(a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal during construction. Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.

(b) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(5) Review and acceptance of site plan. Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) Mitigation and incentives.

(a) Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.

(b) Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."

(c) Mitigation shall be required, on a one-for-one basis, for every tree with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting one Class 1 or Class 2 tree from the qualified tree list.

(d) New trees used for mitigation purposes or for landscaping shall have a caliper of at least three inches, measured at a point 18 inches above the natural ground level.

(e) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.

(f) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. Compensating trees shall be placed on public property, as near as reasonably practicable to the development site, and may be accomplished by donating a tree in kind, or by payment to the city of such amounts as may be established from time to time by city council, based on the city's actual costs of acquisition. Compensating trees shall be planted within the time periods required for replacement trees.

(g) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) Tree protection. Property owners shall be required to ensure that each of the trees identified as "protected" on the site plan survives. If a tree identified as "protected" fails to survive, the property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of notification by the city, with a Class 1 or Class 2 tree from the qualified tree list, which has a minimum caliper of three inches, measured 18 inches above natural ground level.

g. One tree required for each lot developed for single-family residential use. Each lot developed for single-family residential use shall have one of the qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.

h. Exception for lots used for single-family residential dwelling purposes. Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per section 8.I.g.

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: July 6, 2020

Date submitted: 4/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Hurricane Harvey Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Hazard Mitigation Grant Program - Buyouts/Acquisitions

- 24 properties included in the initial application
- 3 properties have closed
- 7 properties are under negotiations and were sent final offer letters
- 14 properties declined offers
- Demolition services have started on the properties acquired

Texas Water Development Board - Flood Mitigation Assistance Grant

- 4 properties included in the initial application
- 2 properties closed/soon to be closed upon
- 2 properties have declined offer
- Demolition services have started on the properties acquired

CDBG-Disaster Recovery (Harris County)

- Kick-off meeting with Harris County held for the Blackhawk Facility (old Food Lion)
- Finalized contract for the Forest Bend Detention Project

CDBG-Disaster Recovery (Galveston County)

- Contracts have been signed for both the infrastructure project(utility line burial and Deepwood flood mitigation) and for the acquisition project (Deepwood and Frenchman's Creek)
- Separate funding - - Interlocal Agreement with GCCDD on the June agenda to acquire 9 properties along Clear Creek

FEMA Disaster Assistance

- FEMA has completed their review of the Deepwood/Shadwell damage costing/project efforts.
- The State and Feds are currently reviewing our project to acquire the Blackhawk Facility (the old Food Lion)

CDBG Mitigation Applications

- Engineering staff working with neighboring drainage districts on application development for regional mitigation projects

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: July 6, 2020

Date submitted: 4/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Coronavirus Disease 2019 (COVID-19) Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As a result of the Coronavirus, staff has implemented and continues to follow our *Continuity of Operations* and *Pandemic Plans*:

- Monitoring the pandemic;
- Cancelled some public gatherings and events;
- Disinfecting workspaces and vehicles;
- Enacted use of PPEs for all employees
- Ramped up communications, both internally and externally, of CDC advisories, and;
- Pursuing Coronavirus Relief Funding via the CARES Act
- Partnering with Galveston County to continue testing the rest of this calendar year

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: July 6, 2020

Date submitted: 6/30/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Declaration of Independence

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

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: July 6, 2020

Date submitted: 5/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the election of the Mayor Pro Tem

Originating Department: City Secretary

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The City Charter provides in Section 3.05 that the Mayor shall be the official head of the City government. He/she shall be the chair and shall preside at all meetings of City Council, shall have an equal vote with each Councilmember on every proposition before the City Council, but shall have no power of veto. The Mayor shall see that all resolutions of the City Council are faithfully obeyed and enforced. He/she shall, when authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. He/she shall appoint special committees as he/she deems advisable and/or as instructed by City Council. He/she shall perform such other duties consistent with this Charter or as may be authorized or directed by City Council.

The Mayor Pro Tem shall be a Councilmember elected by the City Council at the next regular City Council meeting following the canvassing of returns and declaring of results of each regular City election or as soon thereafter as practical. The Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights and duties conferred upon the Mayor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The appointment of the Mayor Pro Tem provides for a designee to support the Mayor in his duties and obligations and to act in the Mayor's absence. This may include the need for the Mayor Pro Tem to relocate to the City of Bryan in the event that the city activates that location as a back-up communications/emergency management site.

RECOMMENDATIONS

Appoint a Mayor Pro Tem.

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: July 6, 2020

Date submitted: 4/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the re-appointment of Judge James Woltz and Alternate Judge Robert Barfield for the Friendswood Municipal Court

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As stipulated in Section 4.02 of the City's Charter, Council is required to appoint a Judge and Alternate Judge to preside over Municipal Court. Said appointments are for two year terms.

Judge James Woltz and Associate Judge Robert Barfield were last appointed in July of 2018 and have served in this capacity for a number of years.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The role of Judge is a critical component of the Municipal Court system. Failure to make this appointment in a timely fashion would interrupt Municipal Court operations.

RECOMMENDATIONS

Staff recommends that Judge Woltz be reappointed to serve a two year term ending July of 2022 and reappoint Robert Barfield as an Associate Municipal Court Judge to serve a two-year term ending in July 2022.

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: July 6, 2020

Date submitted: 6/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

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

4th of July Steering Committee – Reappoint Renae Rives, Kathy S. Molinaro, Barbara Blanchard and Terri Corbett each to a 4 month term expiring November 2020.
Keep Friendswood Beautiful – Reappoint Todd Mendenhall and Natasha McAdoo each to a 4 month term expiring November 2020.
Friendswood Downtown Economic Development Corporation – Reappoint Arden Hill, Paul Marx and Elmer Johnson each to a 1 year term expiring July 2021; reappoint Patrick McGinnis, Alton Todd, Ron Cox and Rebecca Hillenburg each to a 2 year term expiring July 2022.
Planning and Zoning Commission – Appoint Tom Hinckley to a 3 year term expiring July 2023, to replace Eric Guenther who resigned; reappoint Brett Banfield to a 3 year term expiring July 2023.
Zoning Board of Adjustments & Appeals – Appoint Megan McKay and Clay Smith as alternate members to a 2 year term each expiring July 2022, to replace Linda Thornton and Glen Grayban; reappoint Jason Byers as an alternate member to a 2 year term expiring July 2022; appoint Glen Grayban as a regular member from alternate member to a 2 year term expiring July 2022, to replace David O'Brien who resigned; reappoint Mike Czarowitz and Ron Dyer as regular members each to a 2 year term expiring July 2022.

Originating Department: City Secretary

Degree of importance: Choose an OptionSignificant

SUMMARY / ORIGINATING CAUSE

Mayor Foreman endorses the following appointments/reappointments as recommended by:

Council Liaison John Scott: **4th of July Steering Committee** – Reappoint Renae Rives, Kathy S. Molinaro, Barbara Blanchard and Terri Corbett each to a 4 month term expiring November 2020. In 2017, these committee members were erroneously reappointed to terms that ended in July 2020 instead of November 2020.

Council Liaison Trish Hanks: **Keep Friendswood Beautiful Committee** – Reappoint Todd Mendenhall and Natasha McAdoo each to a 4 month term expiring November 2020. In 2017, these committee members were erroneously reappointed to terms that ended in July 2020 instead of November 2020.

Friendswood Downtown Economic Development Corporation – Reappoint Arden Hill, Paul Marx and Elmer Johnson each to a 1 year term expiring July 2021; reappoint Patrick McGinnis, Alton Todd, Ron Cox and Rebecca Hillenburg each to a 2 year term expiring July 2022.

Council Liaison Trish Hanks: **Planning and Zoning Commission** – Appoint Tom Hinckley to a 3 year term expiring July 2023, to replace Eric Guenther who resigned; reappoint Brett Banfield to a 3 year term expiring July 2023.

Council Liaison Steve Rockey: **Zoning Board of Adjustment** – Appoint Megan McKay and Clay Smith as alternate members to a 2 year term each expiring July 2022, to replace Linda Thornton and Glen Grayban; reappoint Jason Byers as an alternate member to a 2 year term expiring July 2022; appoint Glen Grayban as a regular member from alternate member to a 2 year term expiring July 2022, to replace David O'Brien who resigned; reappoint Mike Czarowitz and Ron Dyer as regular members each to a 2 year term expiring July 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Mayor Foreman recommends Council consider approving the appointments/reappointments to the above committees.

ATTACHMENTS

1. rives, renae volunteer application 2020
2. molinaro, kathy volunteer application 2020
3. blanchard, barbara 2019
4. corbett, terri volunteer application 2020
5. Mendenhall, Todd Volunteer Application 2020
6. mcadoo, natasha volunteer application 2020
7. hill, arden volunteer application 2020
8. marx, paul volunteer application 2020
9. johnson, elmer volunteer application 2020
10. mcginnis, pat volunteer application 2020
11. todd, alton C. volunteer application 2020
12. cox, ron 2019
13. hillenburg, rebecca volunteer application 2020
14. hinckley, thomas
15. banfield, brett
16. mckay, megan volunteer application 2020
17. smith, clay
18. byers, jason volunteer application 2020
19. grayban, glen volunteer application 2020
20. czarowitz, mike 2019
21. dyer, ronald volunteer application 2020

MAY 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Renae Rives

HOME PHONE: 832-621-8305

HOME ADDRESS: 2008 Parkview

WORK PHONE: 281-245-2460

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: rrives@alvinisd.net

CELL PHONE: 832-621-8305

OCCUPATION: Communications Director

SPECIAL INTERESTS AND TALENTS: communications, event planning, working with children, education

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

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

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

__X__ LONG-TERM PROJECTS
__X__ SHORT-TERM PROJECTS
_____ DAYTIME
__X__ EVENING
__X__ SUMMER

I AM AVAILABLE FOR

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

RECREATION

__X__ 4TH OF JULY STEERING COMMITTEE
__X__ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

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

Please use the space below for additional comments.

I have been on the 4th of July Steering Committee for over 25 years. I have attended the celebration since I was born. I would like to continue to take part in this Friendswood tradition.

Revised 11/04/19 mkw

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

DATE OF BIRTH: 9-13-72
SEX: F
FRIENDSWOOD RESIDENT FOR 47 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have been a member of the committee for over 25 years.

Please list any civic or community endeavors in which you have been involved: United Way of Brazoria Co., Rotary, Pearland + Alvin Manvel Chamber committee, member, Communities in Schools, Unbound

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

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

Renae Rives
Signature of Applicant

4-23-20
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

Revised 11/04/19 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
4th of July Steering Committee	over 25 yrs.

PERSONAL REFERENCES:

Please list at least two references.

NAME: Dixie Jones
ADDRESS:
PHONE: 713-816-9687

NAME: Carol Ross
ADDRESS: 807 Meadowlark, Friendswood
PHONE: 281-682-6448

Revised 11/04/19 mkw

MAR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Kathy Molinaro HOME PHONE: 281-992-1031

HOME ADDRESS: 708 Tall Pines Dr WORK PHONE: 832-895-0321

CITY, STATE, ZIP: Friendswood, Tx 77546

EMAIL ADDRESS: kmolinaolpc@yahoo.com CELL PHONE: 713-412-8380

OCCUPATION: Psychotherapist

SPECIAL INTERESTS AND TALENTS:

Are you currently serving as a member of any Friendswood governmental body? yes - 4th of July Steering Committee

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- LIBRARY BOARD
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

_____

_____

_____

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_____

_____

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

DATE OF BIRTH: 5/1/58

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? Galveston County CISM team
Several years on the 4th of July Steering Committee
10 yr volunteer for Houston Zoo
Volunteer lead for Lunch w/ an Astronaut at Space Center Houston

Please list any civic or community endeavors in which you have been involved:
4th of July Steering Committee

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

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

Signature of Applicant

Date 3/19/2020

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Vame of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Barb Blanchard
ADDRESS: 202 Rachael, Friendswood, TX 77546
PHONE: 281-961-4088

NAME: Mike Foreman
ADDRESS: 1007 Camellia Ct., Friendswood, TX 77546
PHONE: 713-352-9897

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: Barbara Blanchard

HOME PHONE:

HOME ADDRESS: 202 Rachael Ln.

WORK PHONE: 281-992-9273

EMAIL ADDRESS: engrafx@aol.com

CELL PHONE: 281-961-4088

OCCUPATION: Self Employed

SPECIAL INTERESTS AND TALENTS: I love helping in the community I am pretty crafty + imaginative.

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

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

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

✓ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Citizens Advisory Team

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.

Approved 07/10/17 mkw

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

DATE OF BIRTH: 6-25-62
SEX: F
FRIENDSWOOD RESIDENT FOR 24 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I own & Run my own Business for 20 years.

Please list any civic or community endeavors in which you have been involved:
I am - Vice Chair of the 4th of July Steering Committee.
I volunteer for most city events in some way.
I donate to several school and community events & clubs.

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.

Barbara Blanchard
Signature of Applicant

3-4-19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

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:*
July 4th Steering Com.	2014 - present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Katy Blanchard
ADDRESS: 202 Rachael Ln.
PHONE: 281-309-2549

NAME: Morad Kabiri
ADDRESS: 910 Friendswood Dr.
PHONE: 281-996-3250

Approved 07/10/17 mkw

4th of July

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: Terri Corbett HOME PHONE: 713-882-0889

HOME ADDRESS: 905 Leslie Lane WORK PHONE: 713-948-7332

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: bt_corbett@att.net CELL PHONE: 713-882-0889

OCCUPATION: RN

SPECIAL INTERESTS AND TALENTS: Gardening

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

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

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

__1__ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

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

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
__2__ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: 3/27/63
SEX: F
FRIENDSWOOD RESIDENT FOR 20 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
4th of July Steering Committee for 4 years

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

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

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

Yanni Cutter
Signature of Applicant

3/8/2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
4th Of July Steering Committee	2015 - present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Tony Scarpa
ADDRESS:
PHONE:

NAME: Stefanie Karacostas
ADDRESS:
PHONE:

Revised 11/04/19 mkw

FEB 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Todd Mendenhall

HOME PHONE: 281-482-4485

HOME ADDRESS: 2212 Butler Dr.

WORK PHONE: 281-482-4548

CITY, STATE, ZIP: Friendswood Texas 77546

EMAIL ADDRESS: manorman1@sbcglobal.net

CELL PHONE: 281-660-5005

OCCUPATION: Landscape

SPECIAL INTERESTS AND TALENTS: organizing, management, landscape design,

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

If so, please name the body: Keep Friendswood Beautiful

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
__1__ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 10-25-63
SEX: M.
FRIENDSWOOD RESIDENT FOR 45 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)?
licensed irrigator
38 years Company Owner
licenced Chemical applicator
Associates degree Mid management

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

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

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

Signature of Applicant

2-5-2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
Keep Friendswood Beautiful	2011 → to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Melvin Mendenhall
ADDRESS: 314 Dawn Hill
PHONE: 281. 482- 6710

NAME: Dick Pyke
ADDRESS: 224 Palm Air
PHONE: 713 . 408 - 1394

Revised 11/04/19 mkw

KFD

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: Natasha McAdoo

HOME PHONE: N/A

HOME ADDRESS: 1022 Bolivar Point Ln

WORK PHONE: N/A

CITY, STATE, ZIP: Friendswood Tx 77546

EMAIL ADDRESS: natashamcadoo@gmail.com

CELL PHONE: 832-771-9955

OCCUPATION: SAHM

SPECIAL INTERESTS AND TALENTS: outdoor activities, family-friendly events, arts, and collaborative projects.

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

If so, please name the body: Keep Friendswood Beautiful

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

✓ LONG-TERM PROJECTS
✓ SHORT-TERM PROJECTS
✓ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 12-14-75
SEX: F
FRIENDSWOOD RESIDENT FOR 6 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)?
B.A. from UHCL
SCMS Management School / Neely Business School @ TCU
Certified Financial Education Trainer
Over a thousand hours of volunteer & community project experience

Please list any civic or community endeavors in which you have been involved:
Mayor of Houston's Bank On Houston Council
Millennial Youth Task Force for Texas Credit Union League
Junior League of Houston & Galveston County
KFB Board Member for 6 years & Board Chair for 1

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

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

Natasha McAfee
Signature of Applicant

3-4-20
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
Keep Friendswood Beautiful	2014 - Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Sherry Goen
ADDRESS: 1108 Pine Hollow Drive Friendswood, TX 77546
PHONE: (713) 817-1503

NAME: Alicia Wilson
ADDRESS: 1620 Bolivar Point Ln. Friendswood, Tx 77546
PHONE: 713 291-9778

Revised 11/04/19 mkw

FDEDC recvd 3/4/20

MAR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Arden "Trey" Hill III

HOME PHONE: 281-996-8884

HOME ADDRESS: 106 CHARLESTON

WORK PHONE: 281-482-1213

CITY, STATE, ZIP: Friendswood TX 77546

EMAIL ADDRESS: Treyhill@sbcglobal.net

CELL PHONE: 713-254-0479

OCCUPATION: Self Employed

SPECIAL INTERESTS AND TALENTS:

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

If so, please name the body:

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

_X_ LONG-TERM PROJECTS
_X_ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 6-20-64
SEX: M
FRIENDSWOOD RESIDENT FOR 55 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)?
STARTED, OWNED And RAN OVER 10 COMPAYS.

Please list any civic or community endeavors in which you have been involved:
FDEDC original Member, chief Fund RAiser For Youth Broncos Football Previously Now Fund RAiser For FHS Mustang Football.

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

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

Signature of Applicant

3-3-20
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Revised 11/04/19 mkw

FEB 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

FEB 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: PAUL MARX

HOME PHONE: ✓

HOME ADDRESS: 1010 MERRIEWOOD

WORK PHONE: 713·503·7531

CITY, STATE, ZIP: FRIENDSWOOD, TX. 77546

EMAIL ADDRESS: PAUL.MARX@CENTERPOINTENERGY.COM

CELL PHONE: 713·503·7531

OCCUPATION: SR. CONSULTANT - CENTERPOINT ENERGY - POWER DELIVERY SOLUTIONS

SPECIAL INTERESTS AND TALENTS: ALL OUTDOORS ACTIVITIES

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

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL
FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORP.
SECRETARY/TREASURER

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

__✓__ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 9·10·1961
SEX: M
FRIENDSWOOD RESIDENT FOR 58 YEARS

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

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

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

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

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

Paul Max
Signature of Applicant

2·21·2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

FDEDC

MAR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Elmer "Bubba" Johnson HOME PHONE: 281-992-4448

HOME ADDRESS: 1112 Middlecreek St WORK PHONE: 281-483-2084

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: bubbag728@att.net CELL PHONE: 832-647-5757

OCCUPATION: Safety & Security Manager

SPECIAL INTERESTS AND TALENTS:

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

If so, please name the body: FDEDC

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

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

Please use the space below for additional comments.

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Revised 11/04/19 mkw

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

DATE OF BIRTH: 07/20/1960
SEX: M
FRIENDSWOOD RESIDENT FOR 47 YEARS

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

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

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

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

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

Signature of Applicant

03/03/2020
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:*
FDEDC	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Ron Cox
ADDRESS:
PHONE:

NAME: Mike Foreman
ADDRESS:
PHONE:

Revised 11/04/19 mkw

FDEDC

MAR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Patrick McGinnis

HOME PHONE:

HOME ADDRESS: 2010 Butler Dr

WORK PHONE:

CITY, STATE, ZIP: Friendswood TX 77546

EMAIL ADDRESS: pat.mcginnis@gmail.com

CELL PHONE: 281-989-5163

OCCUPATION: physician

SPECIAL INTERESTS AND TALENTS: community service

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

If so, please name the body:

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

✓ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

Continue serving on FDEDC for now

Revised 11/04/19 mkw

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

DATE OF BIRTH: 3-19-62
SEX: M
FRIENDSWOOD RESIDENT FOR 25 YEARS

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

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

Please list any civic or community endeavors in which you have been involved:
Friendswood City Council x6 yrs
Galveston County United Board of Health

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

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

Patrick J McGinnis
Signature of Applicant

3 March 2020
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

Revised 11/04/19 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Revised 11/04/19 mkw

FDEDC

MAR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Alton C. Todd

HOME PHONE: 281-482-2533

HOME ADDRESS: 402 Sunset

WORK PHONE: 281-992-8633

CITY, STATE, ZIP: Friendswood, Tx 77546

EMAIL ADDRESS: Alton@Actlaw.com

CELL PHONE: 281-748-8545

OCCUPATION: Attorney

SPECIAL INTERESTS AND TALENTS: Law

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

If so, please name the body: Friendswood Economic Development

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

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

Please use the space below for additional comments.

_____

_____

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_____

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_____

_____

_____

_____

Revised 11/04/19 mkw

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

DATE OF BIRTH: December 12, 1945
SEX: M
FRIENDSWOOD RESIDENT FOR 44 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)?
law license

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

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

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

Signature of Applicant

3/8/20
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
Friendswood Economic Development	2016 to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Stan Langston
ADDRESS:
PHONE: 281-481-1040

NAME: Robert Griffon
ADDRESS:
PHONE: 713-248-7729

Revised 11/04/19 mkw

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: Ronald E. Cox

HOME PHONE: —

HOME ADDRESS: 120 St. Andrews

WORK PHONE: —

EMAIL ADDRESS: rcox@roncoxconsulting.com

CELL PHONE: 281-543-0042

OCCUPATION: Municipal Consultant

SPECIAL INTERESTS AND TALENTS:

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

If so, please name the body: FDEDC (not sure if it is considered governmental)

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

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

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
✓ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
Bond Committee

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.

Interested in assisting with recommendations for a future bond election.

Approved 07/10/17 mkw

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

DATE OF BIRTH: 7-30-50
SEX: MALE
FRIENDSWOOD RESIDENT FOR 27 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)?

Former City MANAGER in Friendswood

Please list any civic or community endeavors in which you have been involved:
Church; Chamber, Rotary (past), FDFA

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.

Ronald E. Cox
Signature of Applicant

2-19-19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

FEB 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Rebecca Hillenburg

HOME PHONE:

HOME ADDRESS: 2007 Pine Drive

WORK PHONE:

CITY, STATE, ZIP: Friendswood, Texas 77546

EMAIL ADDRESS: rshillenburg@gmail.com

CELL PHONE: 281.610.5316

OCCUPATION: retired educator

SPECIAL INTERESTS AND TALENTS: Working with children, helping others snow skiing, reading, crocheting, walking

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

If so, please name the body: Friendswood Downtown Economic Development Corp.

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

✓ FDEDC

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 11-19-1946
SEX: F
FRIENDSWOOD RESIDENT FOR 30 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
BS. in Ed, ID; MS. in Ed, ILL; MS in Mgt, UHCL; Ed.D. Baylor, Ed. Admin.
Pastoral Care Cert.

Please list any civic or community endeavors in which you have been involved:
volunteering with schools
serving on church & city committees

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

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

Rebecca Hellenburg
Signature of Applicant

Jan. 31, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
Friendswood ISD Board of Trustees	2005 → Present
CEDC, City of Friendswood	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Thad Roher
ADDRESS: 302 Laurel, Friendswood, Tx. 77546
PHONE: 281.482.1267

NAME: Tony Hopkins
ADDRESS: 302 Laurel, Friendswood, Tx. 77546
PHONE: 281.482.1267

2/8/18

CC: M & CC
Aubrey Harbin, CDD
Karen Capps, CMO
James Toney, P & R
Morad Kabiri, CMO

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Thomas R. Hinckley Jr. HOME PHONE: _____

HOME ADDRESS: 607 Linson Lane WORK PHONE: _____

EMAIL ADDRESS: thinck.pm@gmail.com CELL PHONE: 409.356.3690

OCCUPATION: VP of Operations in the field of Project Management

SPECIAL INTERESTS AND TALENTS: Automobiles, construction, restoration and gardening.

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

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

__X__ LONG-TERM PROJECTS
__X__ SHORT-TERM PROJECTS
__X__ DAYTIME (Some)
__X__ EVENING
__X__ SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

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

Please use the space below for additional comments.

Approved 07/10/17 mkw

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

DATE OF BIRTH: 09/15/1973
SEX: M
FRIENDSWOOD RESIDENT FOR 5 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have a degree in construction technology and nearly finished a degree in architectural design.
Nearly 20 years of experience in the construction industry including residential, commercial and industrial.
For the past 3 years I have ran a project management staffing company growing it from inception to an expected $6M in revenue this yr.
Plan to start our own company this year with a home office of Friendswood.

Please list any civic or community endeavors in which you have been involved: Nothing formal as of late but I did assist several during and after hurricane Harvey. I was honorably discharged from the IL Army National Guard in Jan. 2002.

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

2/8/18
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

Approved 07/10/17 mkw

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: Zach Padgett

ADDRESS: 317 Dawn Hill Rd., Friendswood

PHONE: 281.740.7545

NAME: Kam Hasmukh

ADDRESS: 2000 Cardinal Ridge Circle, Friendswood

PHONE: 832.541.5261

Approved 07/10/17 mkw

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Brett E. Banfield

HOME PHONE: 281-996-0901

HOME ADDRESS: 909 Woodcrest Dr

WORK PHONE: 281-482-3636

EMAIL ADDRESS: brett.b@banfieldco.com

CELL PHONE: 281-455-1835

OCCUPATION: Real Estate Development and Managment

SPECIAL INTERESTS AND TALENTS: Community & charitable involvement within Friendswood

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

If so, please name the body: Planning & Zoning Commission

Approved 07/10/17 mkw

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

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Citizen Advisory Team

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.

Approved 07/10/17 mkw

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

DATE OF BIRTH: 08-21-1968
SEX: M
FRIENDSWOOD RESIDENT FOR Over 40 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)?

B.S. Finance, over 25 years of real estate development, construction, & management experiece; construction financing

Please list any civic or community endeavors in which you have been involved: Served on the followng for Fwd:
Ad Hoc Construction Review Committe - 2006-07, CEDC 2007-2016, Bond Review Commitee 2013, P&Z 2016 to present
Other: President of FDFA 2015 to present, St. Mary Catholic School Board 2012-2013, SCFC Soccer coach 2011-2014
Gladney Center for Adoption-Houston Chapter Co-Pres 1999-2001

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

2-13-2019
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:*
Ad Hoc Dev. Review Committee	2006-2007
CEDC	2007 -2016
Ad Hoc Bond Review Committee	2013
Planning & Zoning Commission	2016- present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Tom Willadson
ADDRESS: Alvin, Texas
PHONE: 832-435-1626

NAME: Jim Huddleston
ADDRESS: Houston, TX
PHONE: 713-935-2408

Approved 07/10/17 mkw

CC: M & CC

Aubrey Harbin, CDD
James Toney, P&R
Karen Capps, CMO
Katina Hampton, ASO
Matt Riley, Library
Matt Wise, PD
Sandra Flores

JUN 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Megan McKay

HOME PHONE: –

HOME ADDRESS: 403 Leisure Ln

WORK PHONE: –

CITY, STATE, ZIP: Friendswood, TX, 77546

EMAIL ADDRESS: memckay06@gmail.com

CELL PHONE: 8326216959

OCCUPATION: Marketing Specialist

SPECIAL INTERESTS AND TALENTS:

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

If so, please name the body: –

AREAS OF INTEREST

Please indicate your primary and secondary interests.
1 - being top interest

PLANNING & PRESERVATION

- 6 PLANNING & ZONING COMMISSION
- 7 ZONING BOARD OF ADJUSTMENT & APPEALS
- 1 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- 2 COMMUNITY & ECONOMIC DEVELOPMENT
- 5 CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- 4 INVESTMENT COMMITTEE
- 3 FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

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

RECREATION

- ____ 4TH OF JULY STEERING COMMITTEE
- ____ 4TH OF JULY VOLUNTEER
- ____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ✓ LIBRARY BOARD
- ✓ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

____

____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

Very interested in planning & preservation. Being part of Keep Friendswood Beautiful & Community/Economic Development would be meaningful work. I'd also be happy helping the library, animal shelter, and the Fire Department. I find economics fascinating. I'd like to see Friendswood grow and change for the better. Getting the community more involved would be great!

Revised 11/04/19 mkw

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

DATE OF BIRTH: 6/30/1996
SEX: F
FRIENDSWOOD RESIDENT FOR 24 YEARS

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

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

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

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

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

Signature of Applicant

5/29/2020
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: Janet McKay
ADDRESS: 403 Leisure Ln Friendswood, TX
PHONE: 713-907-6755

NAME: Hunter Cochfield
ADDRESS: 313 2nd St N Texas City, TX
PHONE: 409-655-1765

Revised 11/04/19 mkw

APR 2018
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Clay Smith

HOME PHONE: _____

HOME ADDRESS: 210 Rachael Ln.

WORK PHONE: 832-331-2991

EMAIL ADDRESS: clay.smith@stewart.com

CELL PHONE: 713-409-5019

OCCUPATION: Business development officer

SPECIAL INTERESTS AND TALENTS: _____

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

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

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

Please use the space below for additional comments.

Approved 07/10/17 mkw

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

DATE OF BIRTH: 11-2-79
SEX: M
FRIENDSWOOD RESIDENT FOR 14 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)?
Real Estate Broker, licensed real estate instructor

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

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

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

Signature of Applicant

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: Gabe Adame
ADDRESS: 1010 Cedar Lawn Dr. Alvin, Tx 77511
PHONE: 281-615-6369

NAME: Ivan Boots
ADDRESS: 1117 Tipperary Friendswood, Tx 77546
PHONE: 832-567-5413

Approved 07/10/17 mkw

APR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

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: Jason Byers

HOME PHONE: 713 998 7506

HOME ADDRESS: 2 Marys creek

WORK PHONE:

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: J.d.Byers@gmail.com

CELL PHONE: 713 998 7506

OCCUPATION: Procurement

SPECIAL INTERESTS AND TALENTS: Expert Negotiator

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

If so, please name the body: Zoning Appeals Board

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

- LIBRARY BOARD
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Available as city Needs

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: 1979
SEX: M
FRIENDSWOOD RESIDENT FOR 7 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have a business degree. I work in Procurement and understand People + Policies. I have 3 young children so I am vested in the future of Friendswood. Expert in contract Management + vendor Management

Please list any civic or community endeavors in which you have been involved: Citizen Advisory Action Committee - School Safety Committee, Church council President, Boy Scouts of America Church Call Committee, FGSA Coach
ZBOA Member

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

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

Signature of Applicant

March 1, 2020
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:*
Zoning Board of Appeals	2018-2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: Pam Brown
ADDRESS: 2 Dominion Ct Friendswood, TX
PHONE: 832-236-6311

NAME: Brent Erenwert
ADDRESS:
PHONE: 281-830-6323

Revised 11/04/19 mkw

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Glen Grayban

HOME PHONE: (832) 818-3097

HOME ADDRESS: 1527 Garden Lakes Drive

WORK PHONE: (713) 475-2424

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: grgrayban@yahoo.com

CELL PHONE: (832) 818-3097

OCCUPATION: Systems Engineer

SPECIAL INTERESTS AND TALENTS: International IT / Programming / 3D CADD / Drone Pilot

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

If so, please name the body: ZBOA

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

X_____ LONG-TERM PROJECTS
X_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

RECREATION

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

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

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

Please use the space below for additional comments.

I would like to keep volunteering with the city of friendswood and would be happy to be placed where you think I could do the most good. My education and experience in my engineering days lend itself to zoning and understanding maps and construction drawings. With my information systems background, I may be useful on any committies geared for digital infrastucture of the city both wired and wireless.

Thank you for your consideration.

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

DATE OF BIRTH: 02/13/1962
SEX: M
FRIENDSWOOD RESIDENT FOR 20 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
My education and work background transitioned over the years from Surverying, Architecture and Engineering to programming engineering software, Systems Engineering, Executive IT Management (CIO). I have undergrad degrees both in Engineering Design and Information Systems. I also have a graduate degree in Management Information Systems.

Please list any civic or community endeavors in which you have been involved: Over the years I have volunteered as a director of Friendswood Lakes HOA (2001 - 2015), a director and Parade Marshal for Krew of Gambrinus (2008 - 2013). I have volunteered at Mary Queen during spring fling and sorting out various IT issues. I installed a complete network with servers at St. Clare of Assisi pro bono in 2003. I currently do pro bono programming and drone photography.

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

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

Glen Grayban
Signature of Applicant

04/20/2020
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:*
ZBOA	2010 - Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kevin Holland

ADDRESS: _____

PHONE: _____

NAME: David Smith

ADDRESS: _____

PHONE: _____

Revised 11/04/19 mkw

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Mike Czarowitz

HOME PHONE:

HOME ADDRESS: 201-C SKYVIEW

WORK PHONE:

EMAIL ADDRESS: CZAROWITZ@hotmail.com

CELL PHONE: 713-252-7464

OCCUPATION: retired

SPECIAL INTERESTS AND TALENTS:

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

If so, please name the body: Library Board / ZBOA

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____X_____ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

_____X_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____X_____ DAYTIME
_____X_____ EVENING
_____ SUMMER

RECREATION

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

EDUCATION

_____X_____ LIBRARY BOARD
_____X_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

X Citizen Advisory Team

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.

Approved 07/10/17 mkw

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

DATE OF BIRTH: 9-7-1940
SEX: Male
FRIENDSWOOD RESIDENT FOR 20 YEARS

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

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

Please list any civic or community endeavors in which you have been involved:
Library Board — Bond Committee

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

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

M Garoutt
Signature of Applicant

2-14-19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

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:*
Library Board	present
ZBOA	present

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Approved 07/10/17 mkw

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.

MAR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Ronald Dyer HOME PHONE: 281 992 1085

HOME ADDRESS: 1409 Falling Leaf Dr WORK PHONE: Retired

CITY, STATE, ZIP: FRIENDSWOOD, TEXAS 77546

EMAIL ADDRESS: rdyer3000@yahoo.com CELL PHONE: 832 385 1979

OCCUPATION: Retired College Professor - Medical Radiography ~~Specialized~~ Standardized Patient: McGregor Medical School

SPECIAL INTERESTS AND TALENTS: Interests:
Knights of Columbus
Mary Queen Usher
Medical Radiology + Anatomy
Sailing, Scuba Diving - motorcycle

Are you currently serving as a member of any Friendswood governmental body? Zoning Board of Adjustments

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

Any

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

RECREATION

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

EDUCATION

- LIBRARY BOARD
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

I AM AVAILABLE FOR

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

OTHER

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

Please use the space below for additional comments.

EDUCATION: BS, University of Houston
MS, University of Houston

President Friendswood Columbus Club - Leading Effort to facilitate Completion of New Building

Served as Member of F/W Zoning Board of Adjustments And Appeals since 2010

maintain strong understanding of local Zoning Ordinances and Regulations, initiating permits + Appeals

Experience Negotiating Contract for San Jacinto College

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

DATE OF BIRTH: 09/06/1948

SEX: M

FRIENDSWOOD RESIDENT FOR YEARS 31

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)?

PERSONAL REFERENCES:

Please list at least two references.

NAME: DEREK Gillard
ADDRESS: 622 Canyon Crest
PHONE: 281 314 1298 League, City 77573

NAME: George Herrera
ADDRESS: 1505 Falling Leaf Dr 77546
PHONE: 281 482 8882

 Revised 11/04/19 mkw

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

Friendswood Board of Adjustments & Appeals since 2010

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

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

Signature of Applicant R Dezer Date March 23, 2020

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission: F/W Board of Adjustments and Appeals

Dates of Service: since 2010

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: July 6, 2020

Date submitted: 6/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving an agreement with Galveston County for Election Services

Originating Department: City Secretary

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This agenda item is to approve a joint election agreement with Galveston County for election services which will be provided to the City of Friendswood for the November 3, 2020, Special Election for reauthorization of the street maintenance sales and use tax.

The FY20 adopted budget includes funding for this expense.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Due to the novel coronavirus (COVID-19), Governor Greg Abbott 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.

Having a joint election with Galveston County will enable Friendswood's GC registered voters to vote in both the November General Election and the City's Special Election for reauthorization of the street maintenance sales and use tax.

RECOMMENDATIONS

The City Secretary's office recommends Council approve the joint election agreement with Harris County to provide election services for the city's Special street sales tax reauthorization Election.

ATTACHMENTS

1. Galveston County Agreement for Election Services

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 6th day of July, 2020, by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Mayor Mike Foreman on behalf of the City of Friendswood ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: **Special Election for Reauthorization of the Street Maintenance Sales and Use Tax**

November 3, 2020	**December 15, 2020**
Election Date	Runoff Election Date

Early Voting will be held on **Oct. 19-23, 2020**, from 8 a.m. to 5 p.m. and **Oct. 26-30, 2020**, with the polls being open from 7 a.m. to 7 p.m. **Saturday, Oct. 24, 2020**, from 7 a.m. to 7 p.m. and **Sunday, Oct. 25, 2020**, from 1 p.m. to 6 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]

1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]

1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

1.5. Provide Ballot by Mail services for the Entity.
[See the Fee Schedule]

1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid $40 for attending training.

1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.

1.8. Provide the Entity ****and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before <u>July 31, 2020</u>**. Contracts submitted after this date will require a $500 fee ***which will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5. It is understood that the Entity may need to modify its election order after **<u>August 28, 2020</u>**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **<u>July 31, 2020</u>**. Regardless of who selects the polling locations the Entity shall comply

with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than <u>August 14, 2020</u>**. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

2.7. Return to Galveston County, by **<u>Sept. 9, 2020, 5 p.m.</u>**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **<u>Sept. 16, 2020</u>**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. ***<u>Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to $1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election</u>***.

2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.12. Entity to pay a $125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after **July 31, 2020**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of **N/A.** The Entity will be obligated to pay Galveston County a $500 fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: $50 per kit

b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.

c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: $465 per Verity Touch, $506 per Verity Controller and $577 per Verity Touch with access.

d) Transport the voting machines and equipment to and from the voting locations.
***Cost*: $125 delivery per location**

e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
***Cost*: Determined by the number of contests on the ballot: $600 for up to ten contests, $1,200 for up to 20, $1,800 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests.**

f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
***Cost*: $400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.**

g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
***Cost*: Included in the 10% election fee**

h) Conduct early voting, Election Day Voting, and bilingual training.
***Cost*: $48 per person per class**

i) Two or more electronic poll **pads** will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost

j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.

k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
***Cost*: Base cost of $12 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.**

l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
***Cost*: up to $500.**

m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is $.25 per sheet.

n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is $3.00 per ballot ($3.50, if a multi-page ballot)***.

o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five ($75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. *Voting System.* The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. *Authorized Representatives.* Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

_____	281-996-3270
Melinda Welsh, TRMC	Phone #
City Secretary	

9. *General Provisions.* As specified in Texas Election Code §31.096 this contract may not change:

a) The authority with whom applications of candidates for a place on a ballot are filed;

b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or

c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are

conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity:

City of Friendswood
Attention: Melinda Welsh, TRMC
City Secretary's Office
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3270
Email: mwelsh@friendswood.com

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

    a) withholding of payments to the contractor under the contract until the contractor complies, and/or

    b) cancellation, termination, or suspension of the contract, in whole or in part.

6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of

Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this 6th day of July, 2020.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity:

Name: _____

( ) City Manager
( ) Superintendent
( ) City Secretary
( ) Chair County Executive Committee
( ) Mayor
( ) President
( ) Other

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished

to County Treasurer: _____

Date Copy of Agreement Furnished

to County Auditor: _____

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: July 6, 2020

Date submitted: 6/17/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving a contract with Network Cabling Service to extend fiber optic cable to city facilities

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

To improve the capacity of the PEG channel, IT submitted with a decision packet for FY20 to install new fiber cable from city hall to the library and from city hall to the activities center. The current fiber is approximately 20-21 years old (most fiber has a 20 year life cycle) that has had multiple breaks and the fiber has bandwidth limits due to being single mode fiber. PEG funds will be utilized to replace the fiber with multi-mode fiber for speeds up to 10Gb and reroute the fiber to go underground when crossing FM518.

Funding for the expenditure is included in the FY20 adopted budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

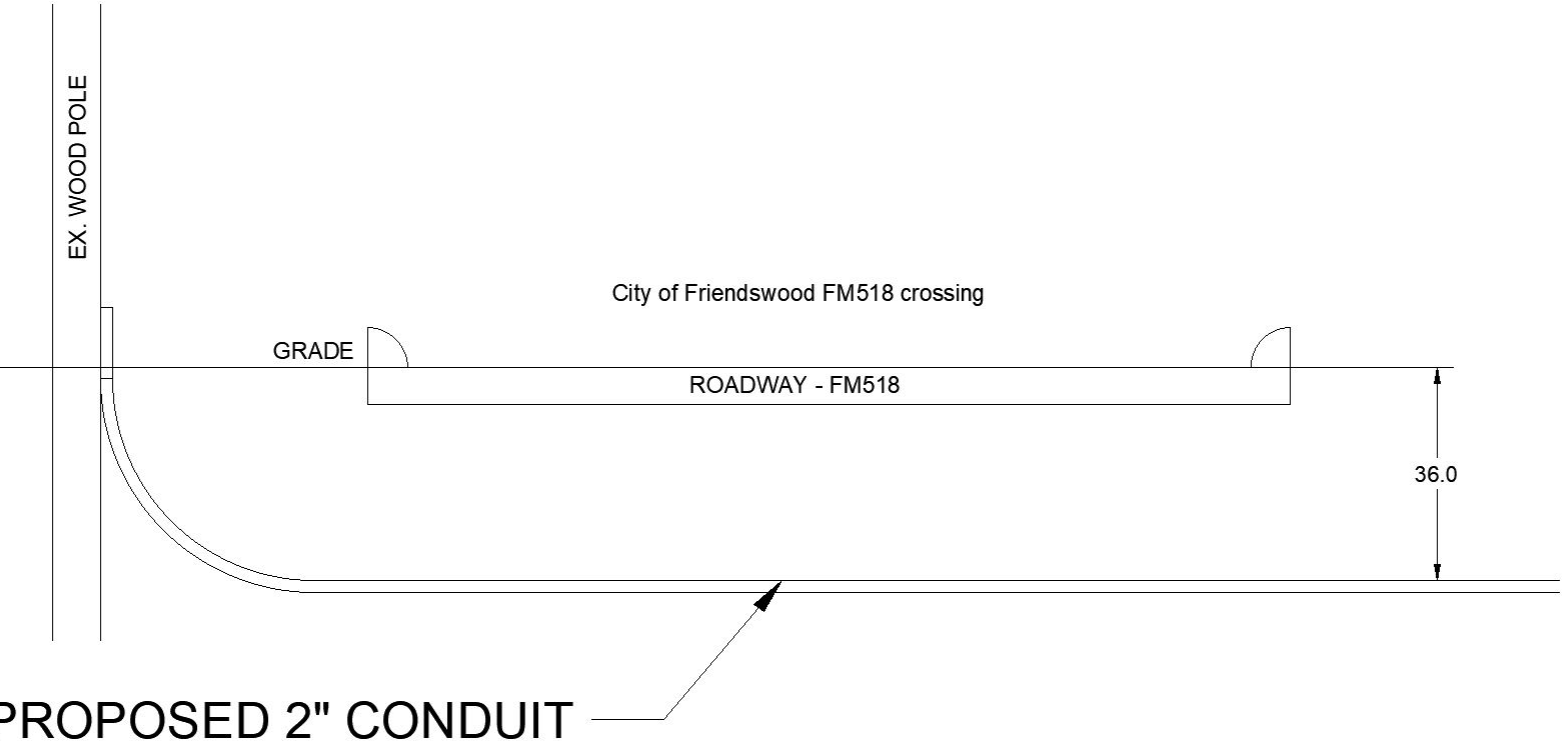
PEG funds will be utilized to replace the fiber with multi-mode fiber for speeds up to 10Gb and reroute the fiber to go underground when crossing FM518.

RECOMMENDATIONS

IT suggest to issue the project to NCS (DIR-TSO-3708) to replace the fiber.

ATTACHMENTS

1. NCS City of Friendswood 518 crossing
2. AH-18-067r4 City of Friendswood Fiber Project 6-25-20


EX. WOOD POLE
City of Friendswood FM518 crossing
GRADE
ROADWAY - FM518
36.0
PROPOSED 2" CONDUIT

June 25, 2020

City of Friendswood
Attention: James O' Brien
jobrien@ci.friendswood.tx.us

Project:
Library/Activity Center Aerial Fiber Project

Site Location:
416 S Friendswood Dr., Friendswood, TX 77546

NCS Quote #: AH-18-067r4
NCS DIR #: DIR-TSO-3708

Thank you for allowing Network Cabling Services the opportunity to provide you with this revised proposal for the City of Friendswood Aerial Fiber Project located in Friendswood, Texas.

Pricing in this proposal is based on information gathered during a site survey performed on Monday, March 26th, 2018 and Wednesday April 29th, 2019 with James O' Brien.

If you should have any questions about this proposal or require additional information, please do not hesitate to contact me.

Sincerely,

Anthony Hernandez
Estimator/Designer
Cell: 281-900-9716
ahernandez@ncs-tx.com

1. SCOPE OF WORK:

A. Bore (TCH):

1. TCH will bore and pull back one (1) 2” PVC conduit with 36” sweeping 90-degree bends from an existing utility pole on the Northside of FM 518 to the East Exterior wall of the City Hall Building.
2. TCH will terminate new conduit at existing Junction Box on the East exterior wall of the City Hall Building.
3. TCH will cut and restore concrete at the City Hall Building to allow termination of the new conduit to the existing Junction box.
4. TCH will bore and pull back a 2” PVC conduit with 36” sweeping 90-degree bends from an existing utility pole on the Northside of FM 518 to the City Library.
5. TCH will stub all conduit above grade at all utility poles; transition to aerial pole line and building penetrations will be by NCS.
6. TCH will work with the Utility Locating company to locate all underground utilities along the two (2) proposed underground pathway across FM-518.
7. TCH will work with a 3rd party company that will provide Ground Penetrating Radar Service for locating the depths of the said utilities. The additional cost for the Ground Penetrating Radar Service is Two Thousand Eight Hundred and Seventy-Five Dollars and Zero Cent ($2,875.00) and includes both crossing along FM-518. This pricing is in addition to the base pricing below.
8. TCH assumes no responsibility to damage to unknown utilities.
9. TCH assumes there is a clear path underground for conduit to be installed.
10. TCH assumes the City of Friendswood will provide underground drawings of City Owned utilities prior to executing this project.

B. Aerial Fiber Installation (NCS):

1. NCS will provide and install one (1) Corning 24-strand Singlemode Indoor/Outdoor, Plenum rated Fiber Optic cable via existing messenger strand and new bore under FM 518 from the City Hall Building to the Public Library.
2. NCS will provide and install one (1) Corning 24-strand Singlemode Indoor/Outdoor, Plenum rated Fiber Optic cable via existing and new messenger strand from the City Hall Building to the Activity Center Building.
3. Fiber Optic cables will be routed from the City Hall MDF Telecommunications Room (TR) to the buildings east exterior wall via 2” j-hook supports.
4. Both fibers will exit the building through a new building penetration and will transition into a new underground conduit that will route east toward existing pole line, then north across FM 518 to an existing utility pole.
5. Both Fiber Optic cables will be over lashed to an existing City of Friendswood Fiber Optic cable currently installed on the existing West/East pole line. Fiber Optic cable to the Activity Center will route Northeast down East Willowick Avenue following the existing pole line.
6. At an existing utility pole in front of the Public Library and north of FM 518, one (1) 24-strand Fiber Optic cable will transition to new underground conduit and will be routed underground to the City Library.
7. NCS will provide and install one (1) new Junction Box and building penetration into the City Library.
8. NCS will provide and install one (1) 2” conduit from existing Junction Box and provide new building penetration into the City Hall Building.

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9. NCS will provide and install underground to aerial transitions utilizing 2" aluminum conduit at two (2) existing utility poles along FM 518. One will be in front of the Library and one will be in front of the City Hall Building.
10. New messenger strand will be installed along Willowick Avenue between approximately four (4) new utility poles.

C. <u>Fiber Termination/Connectivity (NCS):</u>

1. NCS will perform "LC" Fiber Optic terminations on both ends of two (2) 24-strand singlemode fibers for a total of ninety-six (96) fiber optic terminations.
2. NCS will provide and install one (1) Corning 1U rack mount Fiber patch panel, including one (1) Corning 24-port "LC" Fiber Adapter Panel in the Library MFD and Activity Center.
3. NCS will provide and install two (2) Corning 1U rack mount Fiber patch panels, each including one (1) Corning 24-port "LC" Fiber Adapter Panel in City Hall Building.
4. NCS will perform precertification testing on the spool prior to Fiber Optic installation.
5. NCS will perform post certification testing after installation and prior to performing fiber terminations.
6. NCS will perform Fiber testing on two (2) 24-strand singlemode Fiber Optic cables utilizing an Optical Domain Reflectometer (OTDR) and an Optical Loss Test Set (OLTS).
7. NCS will provide electronic copies of the precertification and post certification test reports upon completion of the project.
8. NCS will provide and install machine-generated labels on all newly installed Fiber Optic cables and Fiber Optic patch panels.
9. NCS will provide "Caution Fiber" warning labels along the entire fiber pathway.

D. <u>Assumptions/Qualifications (NCS):</u>

1. NCS assumes City Permitting, is required, and will be handled directly with the City of Friendswood and all fees will be waived.
2. This proposal assumes all permit coordination, including paperwork and fees with the Texas Department of Transportation, will be handle by the City of Friendswood.
3. This proposal includes lanes closures and Traffic Control which will be handled by AWP.
4. Pricing from AWP is valid for 30-days.
5. AWP has excluded the following:
   - Design, Engineering, Permits, Fines, and Fees
   - Message Boards, Sign Panels, and TMA vehicle
   - Large ground mount and overhead sign work
   - Police and Pilot vehicles
6. NCS has included cost for City of Friendswood off duty police officers to assist with traffic flow.
7. NCS will be responsible for any work done by or any damages caused by any subcontractor hired by NCS to perform their scope of work (SOW).

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2. PRICING SUMMARY:

Materials	$ 26,260.44
Labor	$ 13,012.95
Equipment/Documentation	$ 260.78
Company Vehicle	$ 715.86
Bore (TCH)	$ 24,384.60
Insulated Bucket Truck	$ 1,000.00
AWP	$ 10,260.00
Off Duty Police	$ 4,104.00
Tax/Bonds	Not Included
Total Cost	$ 79,998.63

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.

3. QUALIFICATIONS AND ASSUMPTIONS:

- NCS has based this proposal on normal working hours, 7:00 am to 5:00 pm, Monday through Friday, excluding holidays. Over-time is not included in this proposal.
- NCS assumes that proper access will be available during working hours to complete the proposal scope of this project.
- Any changes or additions to the Scope of Work or the Bill of Materials shall be executed in writing as a change order. Verbal instructions to field technicians do not authorize changes to the scope of work.
- NCS cannot be held responsible for the condition of any existing copper/fiber optic cables or conduits that may be utilized for this project.
- Due to the volatility in the current communications cabling market, the pricing contained in this proposal is valid for 30 days. Pricing adjustments may be necessary prior to beginning the project.
- The cost for taxes, if included in the above proposed price, is an estimate only. If taxes are required to be collected, an additional line item will be added to the invoice. The customer is required to pay all applicable taxes unless a tax-exempt certificate is provided in advance.
- The cost for bonding has not been included in the proposed price. If bonding cost are required, an additional add price can be given.
- NCS has not included pricing for participation in a composite cleaning crew. If this is required, an additional price can be given.
- NCS will not be responsible for any delays or associated charges due to manufacturer's defects or late delivery of cable and/or equipment that is directly specified or ordered and provided by the customer.
- NCS assumes all core holes, poke through devices, raised floor boxes, plywood backboards, ground bus bar cabling to main bus and back boxes either exist or will be provided by others.
- This proposal does not include electrical services or electronic components or labor to move or install network equipment.
- Proposal does not include network electronics such as power distribution units (PDU) and wireless access points (WAP).
- Proposal does not provide IT services such as hardware configuration and/or software loading.
- NCS has not included pricing for any "BIM" or 3D Modeling Services that may be required for this project.

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- This proposal does not include Service Provider Cabling, Nurse Call Systems and Cabling, Phone Systems, Network Hardware or Telemetry Cabling.
- NCS assumes that a secure staging area will be provided at no charge for the storage of equipment such as materials and tools.
- This proposal does not include requirements for the payment of Prevailing Wages, Davis Bacon Wages, Walsh-Healy Wages, Contract Service Act Wages or any other predetermined or prevailing wages or fringe benefits. In the event there is a requirement for the payment of specific wages and/or fringe benefits, the difference between such specific wages and/or benefits and the actual wages and/or benefits paid, plus NCS's normal mark-up for overhead and profit shall be an extra cost added to this proposal.
- A One Year Network Cabling Services Workmanship Warranty will be issued on all installed materials from the date of acceptance.

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4. STANDARD TERMS AND CONDITIONS:

1. Engagement of Services

Once work is authorized by the customer, Network Cabling Services is committed to certain “ramp up” expenses, both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of Network Cabling Services, these expenses will be due and payable to Network Cabling Services on a pro-rate basis. Any request for reimbursement of these expenses will be itemized and defined.

2. Changes to Scope of Work

Network Cabling Services will notify the customer if there is a material change, scheduling change, or construction delay beyond the scope of work and no fault of Network Cabling Services requiring Network Cabling Services to expend more monies budgeted. The customer agrees to pay Network Cabling Services for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

3. Permits and Taxes

Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by Network Cabling Services at the cost of obtaining them. Taxes are not included in the proposal price unless specifically noted otherwise.

4. Network Cabling Services Employees

The customer agrees that it shall not hire any employee of Network Cabling Services who is currently working on a project for the customer, or any employee of Network Cabling Services who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former Network Cabling Services employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that Network Cabling Services can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

5. Payment Terms

Standard payment terms are net due in ten days from invoice date unless stated differently in the above proposal. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance. All payment terms are subject to change based on credit review and approval.

6. Warranty

All installation work will meet or exceed all NEC, Federal, State and local codes that may apply. No performance warranty will be issued by Network Cabling Services. A one-year workmanship warranty will be issued on all installed materials from the date of acceptance.

7. Indemnity

To the extent allowed by law, the customer agrees to defend and indemnify Network Cabling Services from any and all third party claims, demands, actions, lawsuits liability, damages and/or costs, including reasonable attorney’s fees and expert fees, arising out of or relating to Network Cabling Services work under this agreement or the Scope of Work under this agreement, regardless of the cause, including active or passive negligence of Network Cabling Services, the customer, or others, unless such claim, demand, action, lawsuit, liability, damage or cost is caused by the sole negligence of Network Cabling Services.

8. Attorneys Fees

If Network Cabling Services is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse Network Cabling Services for all attorneys’ fees, expert fees and other legal expenses that it may incur to collect such amount.

9. Incorporation by Reference

Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of and hereby incorporated by reference, all proposals submitted by Network Cabling Services to the customer and any Credit Agreement signed by the customer, and all terms and conditions of any such proposals or Credit Agreements.

By signing this proposal, the signatures of this agreement warrant that they have the authority to enter into this contract and that they have read the above Standard Terms and Conditions and agree to abide by them.

ACCEPTED BY:_____

Confidential and Proprietary Information.
All Rights Reserved.

4.1 TERMS:

The STANDARD TERMS AND CONDITIONS of this proposal apply and are incorporated by reference. The parties agree that all disputes in anyway related to, arising out of, or connected with the sale of goods and/or services provided by Network Cabling Services shall be litigated if at all, exclusively in Galveston County, Texas. Furthermore, the parties also agree that Texas law shall govern all such disputes.

The Customer agrees to pay:

_____ Down (For Material Procurement & Mobilization)

_____ Monthly Progress Billing

100% At Completion

Service charges listed below become effective on all accounts 30 days after the invoice date. Charges are computed at the lower of 1.5% per month or the maximum allowed by law.

Notice to Buyer: Do not sign this agreement before you read it in its entirety, or if it contains blank spaces. You are entitled to a copy of the agreement you sign. Keep this agreement to protect your legal rights.

Respectfully Submitted By:	Accepted By:
Network Cabling Services, Inc.	_____
Authorized Signature:	Authorized Signature:
Anthony Hernandez	_____
Print Name:	Print Name:
Anthony Hernandez, Estimator/Designer	_____
Date:	Date:
June 25, 2020	_____

Confidential and Proprietary Information.
All Rights Reserved.

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: July 6, 2020

Date submitted: 6/17/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving an agreement between the City of Friendswood and Harris County for the Blackhawk Property acquisition and rehabilitation project and authorizing the City Manager to make necessary amendments to the agreement

Originating Department: Fire Marshal

Degree of importance: Critical

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.

Three 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; and (3) burying the utility lines across Clear Creek at Polly Ranch.

The emergency shelter project at the Public Works Facility on Blackhawk for $979,308 has been awarded and approved by Harris County. These funds will be used toward the purchase of the building and the remodel of the shelter.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City of Friendswood received substantial impact from Hurricane Harvey. During Harvey numerous residence where effected and required temporary refuge. The identified project will provide an dedicated emergency shelter for Friendswood residence.

RECOMMENDATIONS

It is recommended that Council authorize the Mayor to sign the agreement with Harris County related to the emergency shelter project at the Public Works Facility and authorize the City Manager to made necessary amendments to the agreement.

ATTACHMENTS

1. Proposed Changes from the City

2. CDBG-DR_Draft Agreement Friendswood Blackhawk

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 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 General Land Office

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.

Local

7. Inspections

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 *respondeat 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 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, TO THE EXTENT ALLOWED BY LAW, 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. TO THE EXTENT ALLOWED BY LAW, 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

Page one, third paragraph: There is a typo in the amount of funds listed.

Screen Shot:

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 $652,175,00 through the publication of the Federal Register, Vol. 83, No. 157, on Tuesday, August 14, 2018.

Page 3, first paragraph: The City's projects did not meet the LMI threshold and falls in the 30% immediate need.

Page 7, change orders: please add "local" in from of "Government" so that it reads Texas Local Government Code.

Page 9, top section: The section reads like the City only has 6 months to complete the entire project vs the 2 year deadline.

Page 9, second paragraph: it indicates we only have 12 months to complete the construction phase. Should that be 18 for construction and 6 for engineering?

Page 13, section D: add "To the extent allowed by law" at the beginning of the paragraph. Page 14: add in two additional places. See attached notes.

Page 33, A&E: can the six months be raised to nine months? The funding sources for this project are complicated as the City is purchasing the remaining portions of the building, which is not the shelter, with FEMA and City funds. The date of purchase has not been finalized which could push back construction and engineering deadlines. We can't spend money on a building we do not own.

Page 37, middle table: typo – should be "project" vs "roject"

AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF FRIENDSWOOD FOR THE BLACKHAWK PROPERTY ACQUISITION AND REHABILITATION 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 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 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 $652,175,00 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 $1,115,386,830 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; which are incorporated by reference.

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;

WHEREAS, on October 23, 2018, the Harris County Commissioner 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 will be approved on Commissioners Court and submitted to the Texas General Land Office;

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 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

DRAFT

Assistance Act (42 U.S.C. § 5121, *et seq*.);

WHEREAS, the Grantee and Subrecipient desire to enter into this Subrecipient Agreement ("Agreement") whereby the Grantee will grant CDBG-DR funds to the Subrecipient for the purpose to acquire and renovate the proposed property to create a public shelter for emergency events and will contribute to the City's ability to respond to emergencies during flood events, 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 $979,308.00 of the Grantee's Federal award, pursuant to this Subrecipient Agreement ("Agreement");

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

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; and

NOW, THEREFORE, in consideration of the need for Recovery from Hurricane Harvey and the premises and mutual covenants 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 City of Friendswood Blackhawk Property Acquisition and Rehabilitation 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 HCCSD 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 with their findings.

D. General Administration

1. Drawings, Plans, Bid Specifications & Construction Documents

Within six (6) 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 A.**

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

<u>Construction Start Date</u> – 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 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 General Land Office

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

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 Subrecipient shall start upon Harris County Commissioners Court approval of this Agreement and shall terminate when the Project is completed, but not later than six (6) months following the date of this Agreement. This Agreement may only be extended upon written request to and approval from the Executive Director of HCCSD or their designee. In addition, the requirements of this Agreement shall extend for five (5) years after the funds provided for this Project under this Agreement 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.

PERIOD OF PERFORMANCE AND TERM

Services of the Grantee Sponsor shall start immediately upon Harris County Commissioner's Court approval of this Order and shall terminate when the Project is completed, but no later than the twelve (12) months following the commencement of construction as specified in Section I (D)(5) of this Order. This Order 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 A.** 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 grant funds. 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 (10th) 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.

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. The Grantee shall

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 INELIGILE 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 *respondeat 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 HCCSD 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 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.

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 2 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 statue.

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:

By:_____

Name:_____

CITY OF FRIENDSWOOD

By:_____

Name:_____

Title:_____

Date Signed: _____

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By:_____
RANDY KEENAN
Assistant County Attorney
File Number: _____

HARRIS COUNTY

By:_____
LINA HIDALGO
Harris County Judge

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 City of Friendswood Blackhawk Property Acquisition and Rehabilitation project during the term of this Agreement. The scope of the Project is to acquire and renovate the proposed property. The project seeks to create a public shelter for emergency events and will contribute to the City's ability to respond to emergencies during flood events. Renovations will be made to ensure the facility will meet minimum shelter requirements. The Shelter space will be separated from the rest of the building (utilized by Public Works) by installing demising walls. The shelter will have its own entry and exit points. To go from the shelter to the remaining building, an individual will have to walk outside and re-enter. The building will meet shelter requirements and have an available space to serve as a shelter during future disasters and community facilities. These activity shall benefit twenty-five thousand and thirty (25,030) persons, of which four thousand eight hundred and thirty (4,830) are low to moderate-income. Project area is located at 15355 Blackhawk Boulevard, Friendswood, TX 77546 in 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

Acquisition The Grantee Sponsor shall acquire the improved property located at 15355 Blackhawk Boulevard, Friendswood, TX 77546 in accordance with 24 C.F.R. 570.201(a) relating to acquisition in whole or in part by the Grantee Sponsor, or other public or private nonprofit entity, by purchase, long-term lease, donation or otherwise, of real property (including air rights, water rights, rights-of-ways easements, and other interests therein) for any public purpose, subject to the limitations of 24 C.F.R. 570.207 and in accordance with the Uniform Relocation Assistance Real Property Acquisition Policies of 1970 (URA) Chapter 5 real Property Acquisition of HUD Handbook 1378.		
No.	**Schedule**	**Reports and Compliance Documents**
1.	**Compliance with URA**	
a.	Within thirty (30) days after the execution of this Order, the Grantee Sponsor shall forward to the seller the Notice to Seller Letter prior to the purchase offer (if feasible). If the Grantee Sponsor has a contract or an existing option, the Seller, must be provided the opportunity to withdraw from the agreement after the Notice to Seller letter is provided. Within thirty (30) days after the execution of this Order, the Grantee Sponsor shall forward a copy of the Notice to Seller letter with evidence that the Seller received the letter.	**Notice to Seller Letter** The Grantee Sponsor agrees to comply with the URA by informing the Seller in writing of the following: o The Grantee Sponsor and the Grantee Department do have the power of eminent domain and, therefore, will acquire the property if negotiations fail to result in an amicable agreement; and o An estimate of the fair market value of the property or an appraisal of the property.
2.	Within thirty (30) days after the execution of this Order, the Grantee Sponsor shall submit to the Grantee Department a copy of the appraisal report for review and approval.	Property Appraisal Report
3.	Within forty-five (45) days of receipt, review and approval of the above compliance documents (Notice to Seller Letter and the Property Appraisal Report), the Grantee Department shall notify the Grantee Sponsor to proceed with negotiations. In the event that the property for purchase is deemed ineligible by the Grantee Department, the Grantee Department will forward a written notice denying the purchase of the property with no further obligation for the Grantee Department.	Notice to Proceed from the Grantee Department
4.	Within thirty (30) days (at a minimum) of the anticipated closing date, the Grantee Sponsor shall submit to the Grantee Department for review and approval DRAFT closing documents.	DRAFT Closing Documents
5.	Within one hundred-eighty (180) days from the date of the Notice to Proceed, the Grantee Sponsor shall purchase the subject property.)	Acquisition (Closing)
6.	Within thirty (30) days after closing, the Grantee Sponsor shall forward to the Grantee Department copy of all closing documents.	Final Closing Documents

NOTICE TO REAL PROPERTY OWNER

Date:_____

Owner:_____

Address of Property Under Consideration: _____

Dear _____,

Harris County _____, is interested in acquiring property believed to be owned by you, as referenced above for a project receiving funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Disaster Recovery Program for the 2017 Flood event. The project encompasses to consists of acquisition of property for rehabilitation to create a public shelter for emergency event. The establishment of detention ponds, channel improvements and local drainage improvements and the property would serve to help with _____

The purpose of this notice is to inform you of your rights under the Federal law known as the Uniform Relocation Assistance and Real Property Acquisition Act (URA), as amended, as a property owner whose property may be acquired by a public agency for a Federal project or a project in which Federal funds may be used, under 49 CFR Part 24. Enclosed is a HUD brochure entitled "When A Public Agency Acquires Your Property". This brochure provides useful information about the public acquisition of real property (real estate) under the URA. Also enclosed is the Texas Landowner's Bill of Rights that provides useful information about the public acquisition of real property as prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code. This notice is not a contractual offer or commitment to purchase your property.

Under URA, you have the right to receive just compensation for your property. In order to determine just compensation, we request permission to access your property to conduct an appraisal.

An appraiser will contact you to coordinate a time and date for the appraisal of your property. When attending the inspection of your property, you will have the opportunity to point to any unique features of your property which should be considered in the valuation process as well as answer any questions the appraiser may have about your property.

Our goal is to engage in "good faith" negotiations for all property acquisitions, while reserving the right to acquire property through eminent domain.

Should you have any questions, please feel free to contact:_____,
(Name of Contact Person)

_____, at_____.
(Name of City/County/Subrecipient Entity/Lender) (Telephone Number)

Sincerely,

(name and title) _____

Enclosure

Receipt acknowledged this _____ day of _____, 20__.

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) 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.)		

No.	Activity Name	Schedule	Reports and Compliance Documents
II.	**Construction**		
1.	Design	Within sixty (60) days from the date of this Agreement, the 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, and Certificate of Occupancy or	Within five (5) days of completion of construction and within five (5) days of receipt of Certificate of Occupancy for public facilities/building projects, Subrecipient shall forward copies of certificates, as applicable	Copy of Certificate of Completion and Copy of Certificate of Occupancy, as applicable

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 (e.g. parks), the Subrecipient shall forward the compliance documents to the Grantee on a monthly basis or as directed by Grantee.	Annual Compliance Report .

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	Subrecipient
Joshua Stuckey, Interim Executive Director Harris County Community Services Department 8410 Lantern Point Houston, Texas 77054	Morad Kabiri, City Manager City of Friendswood 910 S. Friendswood Drive Friendswood, Texas 77546

Exhibit B, BUDGET

CITY OF FRIENDSWOOD
BLACKHAWK PROPERTY ACQUISITION AND REHABILITATION 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 NINE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED EIGHT and 00/100 Dollars ($979,308.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

ROJECT SUMMARY

DESCRIPTION		CSD (CDBG-DR)	LEVERAGE	TOTAL
Project Costs				
I	Engineering/ Architectural Design	$12,000.00	$20,335.00	$32,335.00
II	Acquisition	$857,376.00	$3,142,624.00	$4,000,000.00
II	Construction	$109,932.00	$76,818.00	$186,750.00
	Project Budget Total	**$979,308.00**	**$3,239,777.00**	**$4,219,085.00**

CDBG-D PY 2017 $979,308.00

PROJECT DETAIL

PROJECT COSTS		CSD (CDBG-DR)	LEVERAGE	AMOUNT
I.	**Engineering/ Architectural Design**			
	Engineering/ Architectural Services	$12,000.00	$20,335.00	$32,335.00
	Subtotal	**$12,000.00**	**$20,335.00**	**$32,335.00**
II.	**Acquisition**			
	Properties/Acquisition	$857,376.00	$3,142,624.00	$4,000,000.00
	Subtotal	**$857,376.00**	**$3,142,624.00**	**$4,000,000.00**
III.	**Construction**			
	Construction (new construction, rehabilitation, renovation)	$109,932.00	$76,818.00	$186,750.00
	Subtotal	**$109,932.00**	**$76,818.00**	**$186,750.00**
	Project Detail Total	**$979,308.00**	**$3,239,777.00**	**$4,219,085.00**

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 Mike Nguyen, Senior PM 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.

l. **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 in 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. 1001and 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_____, 20__.

By: _____
(Signature)

_____
(Type or Print Name)

_____
(Title)

Covered Action: City of Friendswood Blackhawk Property Acquisition and Rehabilitation Project D2017-051

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

_____and
(Name of subcontractor)

_____
(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

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

EXHIBIT G, CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

Date Received

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

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Exhibit H, DEED OF TRUST TO SECURE PERFORMANCE

Date: _____, 2020.

SAMPLE

Grantor:

Grantor's Mailing Address:

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
Beneficiary's Mailing Address (including county):	1001 Preston, Suite 911, Houston, 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 Colombia 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 of will be paid to any person for influencing or attempting to influence and 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 CITY OF FRIENDSWOOD FOR BLACKHAWK PROPERTY ACQUISTION AND REHABILIATION 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 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. 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 to acquire and renovate the proposed property to create a public shelter for emergency events and will contribute to the City's ability to respond to emergencies during flood events, 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 Blackhawk Property Acquisition and Rehabilitation project, in the amount not to exceed $979,308.00. 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 his 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: July 6, 2020

Date submitted: 6/23/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving an agreement between the City of Friendswood and 5 Engineering, LLC, for professional services for the 2020 Lift Station Mitigation Project

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood sustained severe damage to many of its lift stations from Hurricane Harvey. Immediate repairs were made to keep the City's sanitary sewer system operational, but eleven (11) of the lift stations require mitigation.

The City recently released an RFQ for the 2020 Lift Station Mitigation Project. There were thirteen (13) engineering firms that responded to the RFQ. After short-listing the respondents, the City interviewed three (3) highly qualified engineering firms to further evaluate them based on their experience, qualifications, and project methodology. Of that group, 5engineering, LLC distinguished itself as the most qualified to lead this project.

The mitigation of these lift stations would include performing site surveys, raising equipment and electrical components such as generators, transfer switches, electrical services, control panels, SCADA systems, junction boxes and associated wiring two (2) feet above the determined base flood elevations. Submersible pumps and piping would replace above ground pumps, and locations that already have submersible pumps may adapt existing piping for any necessary adjustments. Wet wells are to be equipped with sealing hatches.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Mitigation of these lift stations will help increase the resiliency of the City of Friendswood's sewage collection system.

RECOMMENDATIONS

Approve the agreement between the City of Friendswood and 5 Engineering, LLC for professional services for the 2020 Lift Station Mitigation Project.

ATTACHMENTS

1. COF Contract with attest

2. Attachment A - Proposal from 5Engineering

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

CONTRACT FOR PROFESSIONAL SERVICES - ENGINEER

THIS AGREEMENT, entered into as of this sixth day of July, 2020, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Friendswood and 5ENGINEERING, 11200 Westheimer Rd., #353, Houston, TX 77042 (hereinafter called the "ENGINEER") acting herein by Kelly Humphries, PE, Principal hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ENGINEER to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as 2020 Lift Station Mitigations: NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ENGINEER

The CITY hereby agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Galveston County, Texas.

II. SCOPE OF SERVICES

Engineering services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, surveying, plans, and specifications for 2020 Lift Station Mitigations.

The ENGINEER shall also prepare detailed cost estimates of authorized construction, and shall use reasonable skill and care befitting the profession in preparing cost estimates that shall reflect current, local construction costs or current wage rate.

The services rendered by ENGINEER for the Project to be designed for construction are divided into three (3) distinct and sequential phases as follows:

Preliminary Phase – Preliminary studies, layouts, and cost estimates

Design Phase – Preparation of plans, specifications and contract documents

Construction Phase – CITY'S representative during construction

The work is further described in detail on Attachment A – 5ENGINEERING proposal dated May 28, 2020 and shall include a proposed schedule for design of the project.

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

Certain elements of the engineering work shall be performed as Basic Services; others shall be performed as Additional Services. Those elements of the engineering work which cannot be accurately pre-determined or controlled entirely by the ENGINEER shall be performed as Additional Services.

A. <u>BASIC SERVICES</u>

1. PRELIMINARY PHASE

a. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project Design, including review of activities of subcontracted engineers.

b. Attend preliminary conference with the CITY and other interested parties regarding the project in order to further define the work.

c. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER, may be required, and arrange for such work to be done, for the CITY'S account.

d. Prepare a preliminary engineering report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the CITY, including preliminary layouts, and cost estimates, and setting forth clearly the ENGINEER'S recommendations.

2. <u>DESIGN PHASE</u>

a. Provide Project Management service to direct, supervise and coordinate the various items of work within the project, including review of the activities of subcontracted engineers.

b. Establish the scope of any additional soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER may be required for design, and arrange for such work to be done, for the CITY'S account.

c. Furnish to the CITY, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning advances).

d. Perform field surveys to collect information which in the opinion of the ENGINEER is required for design, including photogrammetry, and related office computations and drafting.

e. Prepare detailed specifications, contract drawings, and bidding documents to be included in contract documents for construction authorized by the CITY, to include a complete set of Mylar drawings with signature blocks for approval by the appropriate entities.

f. Prepare detailed cost estimates of authorized construction. The ENGINEER shall use reasonable skill and care befitting the profession in preparing cost estimates that will reflect current, local construction costs.

g. Furnish the CITY all necessary copies of approved Contract Documents including notices to bidders and proposal forms, up to twenty (20) sets.

3. <u>CONSTRUCTION PHASE</u>

a. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project, including review of activities of subcontracted engineers.

b. Assist the CITY in the advertisements of the project for bids.

c. Assist the CITY in the opening and tabulation of bids for construction of the Project, and consult with the CITY as the proper action to be taken, based on the engineering considerations involved.

d. Assist in the preparation of formal Contract Documents.

e. Provide routine horizontal and vertical controls for use by Contractor to do his detailed construction staking.

f. Make periodic visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) as intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents. ENGINEER shall work closely with the Resident Project Representative (as required by CITY) to ensure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents.

g. Provide services of a Resident Project Representative and other field personnel as required for on-the-site determination of the quantities and quality of the work done by the Contractor, and to provide construction records, reports and information to the ENGINEER or Project Engineer.

h. Arrange for construction testing as required by the Project, for the CITY'S account.

i. Consult and advise with the CITY; issue all instructions to the Contractor requested by the CITY; and prepare and issue routine change orders with CITY'S approval. On matters requiring the CITY'S involvement, the ENGINEER shall provide the CITY'S designated representative with all facts germane to such matters along with a complete recommendation for the CITY to consider. Upon the decision of the CITY, the ENGINEER shall be notified of the CITY'S decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical.

The ENGINEER shall have other duties in this regard that may be included in the General Conditions of construction Contract Documents.

k. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment

and other data which the Contractor submits. This review is for the benefit of the CITY and covers only general conformance with the information given by the Contract Documents. The Contractor shall review and stamp his approval on submittals prior to submitting to ENGINEER, and review by the ENGINEER shall not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

l. Obtain and review monthly the final estimates for payments to Contractors, and furnish to the CITY any recommended payments to Contractors; and assemble written guarantees which are required by the Contract Documents.

m. Conduct, in company with the CITY, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect CITY'S final payment to the Contractor.

B. <u>ADDITIONAL SERVICES</u>

All work performed by ENGINEER at request of CITY which is not included in the Basic Services defined above, shall constitute Additional Services. Unless included in said Basic Services, Additional Services may include but are not limited to the following:

1. Studies, tests, and process determination to establish basis of design for water and waste treatment facilities.

2. Land surveys, and establishment of boundaries and monuments, and related office computation and drafting.

3. Preparation of property or easement descriptions.

4. Preparation of any special reports required for marketing of bonds.

5. Small design assignments (estimated construction cost less than $100,000).

6. Appearances before regulatory agencies.

7. Assistance to the CITY as an expert witness in any litigation with third parties, arising from the development or construction of the

Project, including preparation of engineering data and reports.

8. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certification of force account construction performed by the CITY.

9. Special soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.

10. Detailed mill, shop and/or laboratory inspection of materials or equipment.

11. Travel and subsistence required of the ENGINEER and authorized by the CITY to points other than CITY'S or ENGINEER'S offices and Project site.

12. Additional copies of reports over ten (10) sets and additional sets of Contract Document over twenty (20) sets.

13. Preparation of applications and supporting documents for government grants or planning advances for public works projects.

14. Preparation of environmental statements and assistance to CITY in preparing for, and attending public hearings.

15. Plotting, computing, and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.

16. Revision of contract drawings after a definite plan has been approved by the CITY, redrawing of plans to show work as actually constructed.

17. Services after issuance of Certificate of Substantial Completion.

18. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by Client.

19. Preparation of operating instructions and manuals for facilities and training of personnel and assistance in operation of facilities.

20. Additional or extended services during construction made

necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; services rendered after prolongation of construction contract time by more than twenty percent (20%); acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.

21. Providing any other service not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

22. Any other special or miscellaneous assignments specifically authorized by CITY.

23. Provide consultation for replacement of the Work resulting from fire or other causes during construction.

III. TIME OF PERFORMANCE

ENGINEER shall proceed immediately upon execution of this Contract with performance of the services called for under the Basic Services with completion within three hundred and sixty five (365) calendar days after execution, unless delayed by causes outside the control of ENGINEER, and shall proceed with subsequent work only on authorization by CITY. ENGINEER shall immediately submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER

It is agreed that the CITY shall furnish, without charge, for the purpose of the Contract, information, data, reports, records, and maps as are existing, and available, for the carrying out of the work of the ENGINEER as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ENGINEER and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto (including subcontracted Engineering and other professional services) shall not exceed the sum of six hundred and

seventy seven thousand, nine hundred and thirty eight Dollars and sixty eight Cents ($677,938.68) unless specifically authorized by the CITY.

B. PAYMENT

ENGINEER shall invoice CITY monthly for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

CITY agrees to pay ENGINEER at its office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within thirty-one days (31 D) after date of invoice. The ENGINEER shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. REIMBURSABLES – as stated in Attachment A of ENGINEER'S Proposal and shall not exceed the limits proposed, All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.

2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the CITY.

3. ENGINEER shall not charge for corrections of errors and omissions, by the ENGINEER, to the design of the project.

4. ENGINEER shall be responsible for large number of change orders due to errors or omissions of Design and Construction Documents.

VI. RECORDS

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ENGINEER for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

VII. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY. ENGINEER may retain reproducible copies of

drawings and other documents for its use.

All documents, including drawings and specifications prepared by ENGINEER are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaption shall entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Friendswood, its officers, agents and employees shall be named as an additional Insured. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any agent, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance):

A. Worker's Compensation Insurance (with Waiver of Subrogation in favor of the City of Friendswood, its officers, agents and employees), with statutory limits.

B. Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.

1. Bodily injury five hundred thousand dollars ($500,000) single limit per occurrence or five hundred thousand dollars ($500,000) each person/ five hundred thousand dollars ($500,000) per occurrence.

2. Property Damage one hundred thousand dollars ($100,000) per occurrence.

3. Minimum aggregate policy year limit one million dollars ($1,000,000).

C. Commercial Automobile Liability Insurance (including owned, non-owned

and hired vehicles coverages).

1. Minimum combined single limit of five hundred thousand dollars ($500,000) per occurrence for bodily injury and property damage.

2. If individual limits are provided minimum limits are three hundred thousand dollars ($300,000) per person, five hundred thousand dollars ($500,000) per occurrence for bodily injury and one hundred thousand dollars ($100,000) per occurrence for property damage.

D. Contractual Liability Insurance covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.

E. ENGINEER also agrees to maintain Professional Liability Insurance coverage of one million dollars ($1,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ENGINEER'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two years (2 Yr) after the ENGINEER'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed twenty-five thousand dollars ($25,000) unless specifically approved by the CITY.

ENGINEER shall cause ENGINEER'S insurance company or insurance agent to fill in all information required (including names of insurance agencies, ENGINEER and insurance companies, and policy numbers, effective dates and expiration dates, and provide proof that the CITY is an additional insured) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance the CERTIFICATE OF INSURANCE Form attached to and made a part of this Contract, and pertaining to the above listed Items A, B, C, D, and E; and before commencing any of the work and within the time otherwise specified, ENGINEER shall file said completed Form with the CITY. None of the provisions in said Form shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form contains a provision that coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen days (15 D) prior written notice has been given to the CITY. ENGINEER shall also file with the CITY valid CERTIFICATE(s) OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with CITY not more than ten days (10 D) after execution of this Contract.

IX. PROFESSIONAL LIABILITY

A. ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. ENGINEER shall immediately make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.

B. If services include periodic visits to the site to observe work performed by another Contractor, ENGINEER shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

C. In connection with the services of Resident Project Representatives, ENGINEER shall use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the ENGINEER shall use its best efforts to see that the Project Representatives are on the job to perform their required duties.

D. In performing these services, the ENGINEER shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

X. INDEMNIFICATION

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

ENGINEER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ENGINEER AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ENGINEER SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ENGINEER'S EMPLOYEES. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER OF ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER OR AS A RESULT OF ENGINEER'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

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

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

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:	**ENGINEER:**
CITY OF FRIENDSWOOD	5ENGINEERING
910 S. Friendswood Drive	11200 Westheimer Rd., #353
Friendswood, Texas 77546	Houston, TX 77042
Attn: Bria A. Whitmire, PE, CFM	Attn: Kelly Humphries, PE
Title: Projects Coordinator	Title: Principal

All notices and communications under this Contract shall be mailed or delivered to CITY and ENGINEER at the above addresses, respectively.

XII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

XIII. SUCCESSORS AND ASSIGNMENTS

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

XIV. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five days (5 D) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Contract shall become the property of the CITY, and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the ENGINEER and the CITY may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the

CITY from the ENGINEER is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least thirty days (30 D) notice in writing to the ENGINEER. If the Contract is terminated by the CITY as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ENGINEER, other terms and conditions contained in Paragraph 14 of this Contract relative to termination shall apply.

XVI. CHANGES

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

XVII. PERSONNEL

A. The ENGINEER represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder shall be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

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

XIX. CIVIL RIGHTS

The ENGINEER shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex or national origin, while performing work on behalf of the CITY.

The ENGINEER shall carry out its work under this Contract in a manner that shall ensure full compliance by the CITY with the Statute.

XX. INTEREST OF ENGINEER AND EMPLOYEES

The ENGINEER covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ENGINEER further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ENGINEER.

XXI. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion upon application by either party.

XXII. VENUE

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

XXIII. TIME IS OF THE ESSENCE

Time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this contract.

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of ENGINEER by Kelly Humphries, PE its Principal shown below, and on behalf of the CITY by Mike Foreman, its Mayor, thereto duly authorized this sixth day of July, 2020.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

_____
MAYOR

DATE: _____

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
CITY ATTORNEY

PROPOSED AND AGREED TO:

ENGINEER:

5ENGINEERING

BY: Kelly Humphries
PRINCIPAL

DATE: 6/24/2020

ATTEST:

Elizabeth Parent
(OFFICER OR SECRETARY)

5engineering

11200 Westheimer Rd. #353, Houston TX 77042 | 832-800-3483 | **Friendswood_LS_Scope**

May 28, 2020

Bria Whitmire, PE, CFM
Projects Coordinator
Engineering Department
City of Friendswood
Friendswood, TX 77546

Re: 2020 Lift Station Mitigations – Lift Stations 1, 4, 5, 13, 17, 22, 24, 25, 27, 28, and 31.

Dear Ms. Whitmire:

5engineering, llc (**5e**) is pleased to offer our services in the condition assessment and lift station mitigations/improvements for the City of Friendswood, Texas. A project location map for the eleven (11) lift stations is attached. The project will include preliminary engineering, final design, procurement and construction phase services. The fee for performing the above scope of services is **$677,938.68** and summarized in the table below. Attached is a detailed level of effort and detail for each phase of the project. Subconsultant proposals are included in Attachment A. Description of the work at each lift station is included in Attachment B.

Task	Engineering Fee
Project Management	$11,170.00
PER (Task 2 in detailed level of effort) [1]	$133,453.20
Design, Bid Phase, and Construction Phase Services	$501,420.92
Additional Services	$31,894.56
Total	$677,938.68

[1] PER fee includes Task 2 in the detailed level of effort, including FEMA Coordination, Electrical, Structural, and Survey (Topo tied to Boundary Line and Elevation Certificates).

The mitigation/improvements to the lift stations include an analysis of the current condition, historical flooding condition, assessment of pumps and associated lift station site piping, wet well condition, electrical control panel, SCADA equipment, generator, hatches, site security fence and a visual assessment of the discharge force main. The assessment will determine if the existing force main has adequate capacity but does not include work to design or replace the discharge force main. Design phase services will include raising the electrical control panel, SCADA equipment, and generator on a raised platform above the base floodplain elevation (BFE).

BASIC SCOPE OF SERVICES

Task 1 – Project Management includes attendance at project meetings, preparing and maintaining a project schedule, managing and coordinating project consultants, and quality control/quality assurance for the project.

Project Kick Off Meeting – Attend and prepare an agenda and meeting minutes for one (1) project kick-off meeting in the City Engineer's office in the City of Friendswood City, Texas (the "City").

Project Schedule – Prepare, submit, and keep an updated project schedule for the duration of the project through Construction Phase Services. Project Schedule will be developed with Microsoft Project® and submitted to the City for review and approval. A project schedule will be provided within 10 business days of the project kick-off meeting.

Manage and Coordinate Project Efforts – Manage and coordinate with the City staff and designated stakeholders as requested by the City.

Quality Control/Quality Assurance – Perform quality control/quality assurance throughout the project duration on all project deliverables, design calculations, design report methodology, construction drawings, contract documents, technical specifications, addendum submittals, and construction submittals.

Periodic Progress Meetings – Attend and prepare an agenda and meeting minutes for four (4) progress meetings through completion of **Task 3**. Meeting minutes will be provided within five (5) business days of each meeting.

FEMA Coordination – Stuart Consulting Group (SCG) understands that the City of Friendswood has received obligated FEMA Public Assistance grants for the repair and mitigation of 11 sewer lift stations for DR-4332 Hurricane Harvey. This project includes the design of repairs and mitigation in accordance with the federal grant requirements. The City may wish to approach FEMA with revisions to the obligated grants to modify the approved scope based upon engineering recommendations from the Team.

Task 2 – Preliminary Engineering Report (PER) for the 30-percent design including data collection and preliminary engineering for raised platforms for electrical equipment and generators.

Research – **5e** will review all information provided by the City to determine rehabilitation recommendations for the referenced lift station. This includes existing construction drawings, specifications, flow charts, City-approved product specifications, operation reports, and maintenance reports.

Site Visit/Condition Assessment – **5e** will visit the site and perform a visual assessment of the lift station. **5e** will review available background information including plan and profile drawings, site layouts, odor complaint history for the study area, and preliminary design reports.

Design Report (Electrical) – Kalluri Group will review all information provided by the City to determine recommendations for each referenced lift station. This includes construction drawings, specifications, and product submittals for each of the eleven (11) lift stations.

FEMA Coordination – Stuart Consulting Group (SCG) will review existing lift stations and scope of work documents approved by FEMA. Site visits to inspect existing conditions are not included but can be added, if requested by the City. If Team proposes alternative scope that differs from what FEMA has approved, SCG will provide counsel on potential grant impacts and likelihood of approval. Based upon project scope recommendations from the rest of the Team, SCG will review and recommend if Alternate/Improved Projects through FEMA are appropriate for the required work. Include recommendations in PER. SCG will participate in up two (2) meetings, either tele-conferences or in-person, to discuss findings of the PER and potential grant impacts. Interim Design Phase - After City decides on which items they want to pursue, compile request(s) for FEMA to consider Project versions and/or alternate/improved projects, as required. Address FEMA/TDEM questions or concerns regarding the requests.

Task 3 – Design Phase Services includes preparation of 60-percent, 90-percent, and final construction package submittals including drawings, project manual, specifications, construction cost estimates, and schedules.

Construction Drawings, Contract Documents, and Technical Specifications – **5e** will prepare 60%, 90%, and final construction drawings, contract documents, and technical specifications in accordance with the City of Friendswood standard design and recommendations. The Construction Documents will include changes to the lift station to improve reliability, a temporary by-pass pumping plan per lift station, if necessary, for undisrupted operation of the collection system, and construction sequencing. The plan will also include measures to maintain access, as much as practical, to drive approaches. The Project design will be performed in accordance with current best management practices and the following design standards:

a. Texas Commission on Environmental Quality (TCEQ)
b. The Texas Accessibility Standards (TAS)
c. Any applicable City of Friendswood Code of Ordinances
d. Harris County Criteria Manual
e. Any other applicable regional, state, and federal guidelines

Construction Cost Estimate – **5e** will prepare the engineer's opinion of probable construction cost for the 60-percent, 90-percent, and final submittal.

Submit Final Construction Documents for City Signature - The contract documents will be prepared for hard bid construction contract. The technical specifications will be prepared using the Consultant's specifications with approval by the City staff. A performance specification will be prepared for bypass pumping that will include the required pumping capacity for all lift stations that require bypass and will consist of the necessary operation and maintenance requirements to temporarily re-route sewer flows during construction. This plan will allow for continuous diversion of 100-percent of the lift station's flow and the expected peak flow, with a back-up plan in place. Flow information will be provided by the City. The City will receive an electronic copy of each submittal by DropBox and two sets of

the construction drawings in 11"x17". The construction drawings will be prepared based on the existing construction drawings for each lift station in PDF format.

Prepare Bid Set for Distribution – **5e** will prepare the final bid sets for distribution via the City's requirements.

Electrical – Kalluri Group will prepare the electrical plans and specifications for 60-percent, 90-percent, and final construction drawings, and technical specifications. The Construction Documents will include an electrical site layout, one-line diagram, control diagrams for modifications or replacement of controls as needed, and electrical details. Project design will be performed in accordance with the following design standards:

a. Texas Commission on Environmental Quality (TCEQ)
b. The City of Friendswood Infrastructure Design Manual
c. National Fire and Protection Agency (NFPA) 70 – National Electrical Code (NEC).

Survey – Tri-Tech Surveying will prepare the surveying portions (site surveys) for 60-percent, 90-percent, and final construction drawings. The Construction Documents will include survey control drawings details as needed. Site surveys are included for all eleven (11) lift stations.

FEMA Coordination – Stuart Consulting Group (SCG) After FEMA approval, Team will proceed with design. SCG will provide counsel to Team during the design phase if unforeseen items arise leading to scope modifications. Coordinate with FEMA/TDEM during their reviews of progress submittals, as required.

Task 4 – Bid Phase Services includes assistance during the bid phase including assistance with the design of Bid Proposal, preparation of Recommendation of Award letter, and attendance at City Council meeting, if required.

Assistance – **5e** will assist the City Staff during the Procurement Phase. This will include preparation and attendance at a pre-bid meeting with prospective bidders at the offices of the City, preparation of pre-bid meeting minutes within five (5) business days of the pre-bid. The City will advertise the project, post construction documents on their bidding website, and issue an addendum.

Addendum – **5e** will prepare an addendum and responses to bidders during the procurement phase. An addendum will be prepared after the pre-bid meeting documenting all questions and responses with bidders.

Modifications – **5e** will prepare any modifications to the construction drawings, contract documents, and technical specifications related to an addendum issued.

Bid Opening and Recommendation – **5e** will attend the Bid Opening at the offices of the City, review the bid submittals, verify the bid documents, and prepare a bid tabulation for submittal to the City within three (3) business days of bid opening. **5e** will provide an Engineer's Recommendation of Approval letter to the City.

FEMA Coordination – Stuart Consulting Group (SCG) will provide guidance during bidding phase regarding procurement measures required for grant compliance.

Task 5 – Construction Phase Services including coordination with the City's Construction Manager, site visits during construction, review of submittals, and review of monthly pay applications.

Pre-Construction Meeting – **5e** will attend and prepare an agenda for a Pre-Construction meeting at the offices of the City. Meeting minutes will be prepared within five (5) business days of pre-construction meeting.

Construction Progress Meetings – **5e** will attend regularly scheduled construction progress meetings. Progress meetings are based on major construction milestones as necessary for project duration.

Submittals – **5e** will prepare a list of required construction submittals for review and approval by the City. **5e** will review all construction submittals as required by Contract Documents and Technical Specifications. Re-review of submittals will be performed as required. Submittals will be reviewed with responses within three (3) business days of receipt.

Requests for Information – **5e** will review and provide responses to Requests for Information (RFI's) during construction duration. A list of all RFI's will be prepared for submittal to the City. All RFI responses will be complete within ten (10) business days of receipt. The City will be notified of any responses requiring additional time.

Site Visits and Preparation of Site Observation Reports – **5e** will visit the site up to eight (8) times during the construction duration and prepare a site observation report for submittal to the City.

Change Order Assistance – **5e** will provide assistance to the City on Change Orders during the construction duration.

Substantial and Final Completion Walk-Thru – **5e** will attend a substantial walk-thru with the contractor and City Staff. **5e** will prepare an itemized substantial completion punch list for approval by City Staff. **5e** will verify items on substantial completion punch list are finalized and submit verification to the City. **5e** will attend a final completion walk-thru with the contractor and City Staff.

Record Drawings – **5e** will prepare record drawings based on any variations that occurred during construction. Variances will be delineated by a red cloud and a description of the variance.

Project Start-up – **5e** will assist with Project Start-up as requested by the City.

FEMA Coordination – Stuart Consulting Group (SCG) will provide counsel to Team during the construction phase if unforeseen items arise leading to scope modifications. Coordinate with FEMA/TDEM to explain reasons for modifications.

Task 6 – Additional Services. If requested, the team will provide additional services as listed below.

Geotechnical – If varying conditions are found in the geotechnical borings performed during design, additional borings may be required for structural design. If required, a revised proposal for geotechnical work will be prepared and approved through additional services.

FEMA Coordination – Stuart Consulting Group (SCG) can provide Other Grant Management Services (i.e. Reimbursement Requests, Quarterly Reports, Grant Closeout). If requested, a proposal for these services can be prepared at that time.

Exclusions:

1. The proposal does not include a sanitary sewer model of the lift station service areas, sub-utility excavation (SUE), or an archeological study if requested by the Texas Archeological Commission.
2. The proposal fee shall be considered in their entirety for the Scope of Services. Should you wish to contract only a portion of the work, we reserve the right to negotiate individual scope items on their own merit.
3. The proposal is valid for 60 days from this date and may be extended upon approval from our office.

Please feel free to call at 832-800-3483 (Ext. 101) or email me at kelly@5engineering.com with any comments or questions. We look forward to working with you on this endeavor.

Sincerely,

Kelly Humphries

Kelly Humphries, P.E.
Principal

ACCEPTANCE: Client, in consideration of the terms and conditions of the Proposal and General Conditions of Agreement which are fully set forth herein, does hereby accept this Proposal and General Conditions of Agreement as the complete and final Agreement with 5engineering, LLC for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

ACCEPTED BY: Client's Authorized Representative:

Name	*Title*
Authorized Signature	*Date*

LS 1	159 Imperial Drive	
LS 4	2510 Airline Drive	
LS 5	1901 Eagles Cove	
LS 13	2501 S Friendswood Drive	
LS 17	5403 FM 2351	
~~LS 19~~	~~4111 N Friendswood Drive~~	
LS 22	4444 FM 528 Rd	
LS 24	108 Eagle Lakes Drive	
LS 25	114 Oak Drive	
LS 27	3202 Bay Area Blvd	
LS 28	503 Woodland Trail Drive	
LS 31	213 Del Monte Drive	

- Proposed Geotech Borings
- Small Mitigation Project
- Full Reconstruction
- Large Mitigation Project
- Mitigate only if Flood Elevations require mitigation

5 small mitigation
2 mitigation per flood survey
2 large mitigation
2 full reconstruction
1 potential pipe project

CITY OF FRIENDSWOOD
2020 LIFT STATION MITIGATIONS

City of Friendswood - 2020 Lift Station Mitigations
5e Project Number: 0101-001

Item	Description / Task	Estimated Manhours						Estimated Lump Sum					Subtotal (cost $) (Prime)	Subtotal (cost $) (Subs)	Subs Mark-Up (8%)	Other Direct Costs	Total Fee
		5engineering (Prime)						Subconsultants									
		Project Mgr. (hrs)	Project Egr. (hrs)	Graduate Egr. (hrs)	CADD (hrs)	Admin. (hrs)	Subtotal (hrs)	Stuart Consulting Group FEMA Support	Kalluri Group Electrical	Tri-Tech Structural Structural	Aviles Geotechnical Geotechnical	Tri-Tech Surveying Surveying					
	Raw Salary	$ 63.33	$ 50.00	$ 35.00	$ 25.00	$ 25.00											
	Raw Salary Multiplier (3.00)	$ 190.00	$ 150.00	$ 105.00	$ 75.00	$ 75.00											
	Task 1: Project Management																
1.	Project Kick-Off Meeting with the City	3	3				6						$ 1,020.00	$ -	$ -	$ -	$ 1,020.00
2.	Project Schedule	1	8				9						$ 1,390.00	$ -	$ -	$ -	$ 1,390.00
3.	Manage and Coordinate Project Efforts	8	14			6	28						$ 4,070.00	$ -	$ -	$ -	$ 4,070.00
4.	Quality Control/Quality Assurance	8					8						$ 1,520.00	$ -	$ -	$ -	$ 1,520.00
5.	Periodic Progress Meetings	8	11				19						$ 3,170.00	$ -	$ -	$ -	$ 3,170.00
	Subtotal Project Management	**28**	**36**	**0**	**0**	**6**	**70**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 11,170.00**	**$ -**	**$ -**	**$ -**	**$ 11,170.00**
	Task 2: Preliminary Engineering Report (PER)																
1.	Project Management (PER Phase)	12	15			2	29						$ 4,680.00	$ -	$ -	$ -	$ 4,680.00
2.	Research	8	60	60	40		168						$ 19,820.00	$ -	$ -	$ -	$ 19,820.00
3.	Site Visit/Condition Assessment	8	36	36			80						$ 10,700.00	$ -	$ -	$ -	$ 10,700.00
4.	Stuart Consulting Group - FEMA Coordination (PER)						0	$ 20,000.00					$ -	$ 20,000.00	$ 1,600.00	$ -	$ 21,600.00
5.	Tri-Tech - Structural Engineering Design (PER)						0			$ 8,250.00			$ -	$ 8,250.00	$ 660.00	$ -	$ 8,910.00
6.	Kalluri Group - Electrical Design Services (PER)						0		$ 20,342.40				$ -	$ 20,342.40	$ 1,627.39	$ -	$ 21,969.79
7.	Tri-Tech - Surveying - 2 TOPO Surveys tied to boundary lines (LS 4 & 22) (Performed during PER)						0					$ 7,560.00	$ -	$ 7,560.00	$ 604.80	$ -	$ 8,164.80
8.	Tri-Tech - Surveying - 9 Exhibit Site Surveys (Performed during PER)						0					$ 21,600.00	$ -	$ 21,600.00	$ 1,728.00	$ -	$ 23,328.00
9.	Preliminary Engineering Report, 30% Design	2	40	60		20	122						$ 14,180.00	$ -	$ -	$ 100.61	$ 14,280.61
	Subtotal Preliminary Engineering Report	**30**	**151**	**156**	**40**	**22**	**399**	**$ 20,000.00**	**$ 20,342.40**	**$ 8,250.00**	**$ -**	**$ 29,160.00**	**$ 49,380.00**	**$ 77,752.40**	**$ 6,220.19**	**$ 100.61**	**$ 133,453.20**
	Task 3: Design Phase Services																
1.	Construction Drawings, Contract Documents, Technical Specifications, EOPCC (11 Lift Stations)						0						$ -	$ -	$ -	$ -	$ -
	a. 60%	20	140	100	100		360						$ 42,800.00	$ -	$ -	$ -	$ 42,800.00
	b. 90%	32	200	100	340		672						$ 72,080.00	$ -	$ -	$ -	$ 72,080.00
	c. 100%	16	60	40	80		196						$ 22,240.00	$ -	$ -	$ -	$ 22,240.00
	Subtotal Design Phase Services	**68**	**400**	**240**	**520**	**0**	**1228**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 137,120.00**	**$ -**	**$ -**	**$ -**	**$ 137,120.00**
	Task 4: Bid Phase Services																
1.	Prepare Bid Set for Distribution	4	8	8			20						$ 2,800.00	$ -	$ -	$ -	$ 2,800.00
2.	Bid Phase Services	4	24	10			38						$ 5,410.00	$ -	$ -	$ -	$ 5,410.00
3.	Produce and Transmit Five Copies of Construction Documents to Contractor			10			10						$ 1,050.00	$ -	$ -	$ 600.53	$ 1,650.53
	Subtotal Bid Phase Services	**8**	**32**	**28**	**0**	**0**	**68**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 9,260.00**	**$ -**	**$ -**	**$ 600.53**	**$ 9,860.53**
	Task 5: Construction Phase Services																
1.	Construction Phase Services	4	40	40			84						$ 10,960.00	$ -	$ -	$ -	$ 10,960.00
	Subtotal Construction Phase Services	**4**	**40**	**40**	**0**	**0**	**84**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,960.00**	**$ -**	**$ -**	**$ -**	**$ 10,960.00**
	Task 6: Subconsultant Services																
1.	Stuart Consulting Group - FEMA Coordination (Final Design and Construction Phase Services)						0	$ 40,000.00					$ -	$ 40,000.00	$ 3,200.00	$ -	$ 43,200.00
2.	Kalluri Group - Electrical Design Services (Final Design and Construction Phase Services)						0		$ 219,086.40				$ -	$ 219,086.40	$ 17,526.91	$ -	$ 236,613.31
3.	Tri-Tech - Structural Engineering Design (Final Design)						0			$ 27,500.00			$ -	$ 27,500.00	$ 2,200.00	$ -	$ 29,700.00
4.	Tri-Tech - Structural Engineering (Construction Phase Services)						0			$ 5,000.00			$ -	$ 5,000.00	$ 400.00	$ -	$ 5,400.00
5.	Aviles - Geotechnical Engineering - 5 Borings, 1 per site (Final Design)						0				$ 26,451.00		$ -	$ 26,451.00	$ 2,116.08	$ -	$ 28,567.08
	Subtotal Subconsultant Services	**0**	**0**	**0**	**0**	**0**	**0**	**$ 40,000.00**	**$ 219,086.40**	**$ 32,500.00**	**$ 26,451.00**	**$ -**	**$ -**	**$ 318,037.40**	**$ 25,442.99**	**$ -**	**$ 343,480.39**
	Task 7: Additional Services																
1.	Aviles - Geotechnical Engineering - 6 Borings, 1 per site (as required)						0				$ 23,482.00		$ -	$ 23,482.00	$ 1,878.56	$ -	$ 25,360.56
2.	Tri-Tech - Surveying - 11 Elevation Certificates (Performed during PER)						0					$ 6,050.00	$ -	$ 6,050.00	$ 484.00	$ -	$ 6,534.00
3.							0						$ -	$ -	$ -	$ -	$ -
4.							0						$ -	$ -	$ -	$ -	$ -
5.							0						$ -	$ -	$ -	$ -	$ -
	Subtotal Subconsultant Services	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ 23,482.00**	**$ 6,050.00**	**$ -**	**$ 29,532.00**	**$ 2,362.56**	**$ -**	**$ 31,894.56**
	TOTAL HOURS	**138**	**659**	**464**	**560**	**28**	**1849**										
	TOTAL COST	**$ 26,220.00**	**$ 98,850.00**	**$ 48,720.00**	**$ 42,000.00**	**$ 2,100.00**		**$ 60,000.00**	**$ 239,428.80**	**$ 40,750.00**	**$ 49,933.00**	**$ 35,210.00**	**$ 217,890.00**	**$ 425,321.80**	**$ 34,025.74**	**$ 701.14**	**$ 677,938.68**

PER Services Total	**$ 133,453.20**
PM, Design, Bid, and Construction Services Total	**$ 512,590.92**
Additional Services Total	**$ 31,894.56**

ATTACHMENT B

5engineering

11200 Westheimer Rd. #353, Houston TX 77042 | 832-800-3483 | **Attachment B**

Lift Station 1

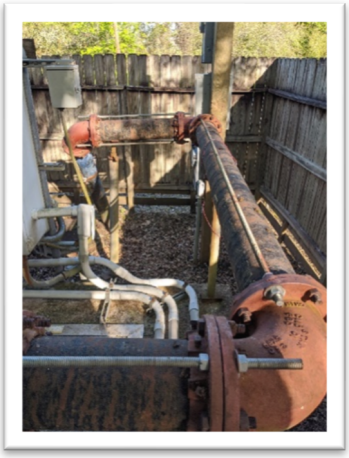
Mitigate in place (will not be combined with LS17), funds: ins., FEMA large project, bond.

Work included in scope: site survey, raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Refurbish existing wet well, mechanical equipment, and install new submersible pumps and piping. Wet well to be equipped with water-tight, sealing hatches.

Lift Station 4

Mitigation and re-construction, requires full survey to determine boundaries, proximity to airport (review FAA height and lighting requirements), funds: ins., FEMA small project, bond. The City has a new control panel that can be used as backup or spare for this station. Possible coordination with GLO pipe rack project.

Work included in scope: boundary survey, raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Wet well to be equipped with water-tight sealing hatches.



Lift Station 5

Mitigate, funds: ins., FEMA small project. The City has a new control panel that can be used as backup or spare for this station.

Work included in scope: site survey, raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Modify existing discharge piping as necessary. Wet well to be equipped with water-tight sealing hatches.

Lift Station 13

Mitigate, funds: ins., FEMA small project.

Work included in scope: site survey, raise generator, transfer switch, and if determined to be below BFE the following repairs may be necessary: electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Wet well to be equipped with water-tight sealing hatches.

Lift Station 17

Mitigate in place (possible, but unlikely, relocation), funds: ins., FEMA large project, bond.

Work included in scope: site survey, raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Adapt existing piping as necessary. Wet well to be equipped with water-tight sealing hatches.

Lift Station 22

Mitigate and full re-construction, possible coordination during construction of gravity main under Forest Bend Detention Pond, funds: ins., FEMA small projects, bond.

Work included in scope: boundary survey, full design of new lift station re-construction, including raised generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. New submersible pumps and piping. Wet well to be equipped with water-tight sealing hatches.

Lift Station 24

Mitigate, funds: ins., FEMA small project.

Work included in scope: site survey, raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Adapt existing discharge piping as necessary. Wet well to be equipped with water-tight sealing hatches.

Lift Station 25

Mitigate, funds: ins., FEMA small project.

Work included in scope: site survey, raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Adapt existing discharge piping as necessary. Wet well to be equipped with water-tight sealing hatches.

Lift Station 27

Mitigate, funds: ins., FEMA small project. The City has a new control panel that can be used as backup or spare for this station.

Work included in scope: site survey, raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Adapt existing discharge piping as necessary. Wet well to be equipped with water-tight sealing hatches.

Lift Station 28

Mitigate only if the elevation of the panels are found to be too low; Harvey repairs were done internally, funds: ins only.

Work included in scope: site survey, raise generator, transfer switch, and if determined to be below BFE the following repairs may be necessary: electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Wet well to be equipped with water-tight sealing hatches.

Lift Station 31

Mitigate only if the elevation of the panels are found to be too low; Harvey repairs were done internally, funds: ins only.

Work included in scope: site survey and if determined to be below BFE the following repairs may be necessary: raise generator, transfer switch, electrical service, control panel(s), SCADA system, junction boxes and associated wiring above determined flood elevation. Reuse existing wet well and submersible pumps. Wet well to be equipped with water-tight sealing hatches.

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: July 6, 2020

Date submitted: 6/24/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution R2020-18: A resolution of the City of Friendswood, Texas, expressing official intent to reimburse costs of the City of Friendswood Public Safety Building expansion and Fire Station construction.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November 2019, City of Friendswood voters approved the issuance of general obligation bonds totaling $52,100,000. The first phase of bonds were issued in June 2020 for the principal amount of $8,000,000. The second phase of the bonds is slated to be issued in May or June of 2021. A proposed scheduled for the second issuance of $9,100,000 will be presented to City Council in March or April of 2021.

The reimbursement resolution allows us to be reimbursed from bond proceeds for expenditures related to acquisition, design, construction, reconstruction or renovation of the Public Safety Building expansion and Fire Station construction projects.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As directed by Council, staff can proceed with design and other work as described above prior to the sale of the bonds.

RECOMMENDATIONS

The resolution does not obligate Council to issue bonds in any amount. We recommend approving the resolution to be prepared in the event bonds are issued.

ATTACHMENTS

1. R2020-18 G.O. Bonds Reimbursement

RESOLUTION NO. R2020-18

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF THE CITY OF FRIENDSWOOD PUBLIC SAFETY BUILDING EXPANSION AND FIRE STATION CONSTRUCTION.

* * * * *

WHEREAS, the City of Friendswood, Texas (the "Issuer") is a duly created governmental body of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, public safety building expansion and fire station construction in the Issuer (the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE ISSUER THAT:

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to $1,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later

than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with unqualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

PASSED, APPROVED AND RESOLVED on this 6th day of July, 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: July 6, 2020

Date submitted: 6/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-27: 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 VIII" 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: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eighth 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: $12,554,190
Amount Budgeted: $222,721
Appropriation Required: $12,331,469
Source of Funds:
Assigned and Unassigned General Fund Balance, HMGP Grant, 2020 GO Improvement & Refunding Bonds

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 VIII 2019–20.

ATTACHMENTS

1. Ord 2020-27 BA VIII 2019-20
2. Ord 2020-27 Exhibit A
3. Ord 2020-27 Exhibit B

(Title: An Ordinance adopting Budget Amendment VIII 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. T2020-27

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 VIII" 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 VIII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal year 2019-2020" attached hereto. Said Budget Amendment VIII 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 July, 2020.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

City of Friendswood
Budget Amendment Summary
Fiscal Year 2019 – 2020
Budget Amendment VIII
July 6, 2020

1. **Hurricane Harvey Buyout Lots, ($222,721).** Appropriate funds that were originally approved on FY20 BA III at the February 3, 2020 Council Meeting to purchase three homes through the Hazard Mitigation Grant Program. The property at 810 Quaker Drive did not accept the buyout terms. The funding source was unassigned general fund balance and therefore will be appropriated back.

2. **Police Investigation Fund, $5,870.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating equipment account. Additional equipment is being purchased to upgrade daily body armor with hard plates. Funds will be allocated from the Police Investigation Federal unassigned fund balance.

3. **Police Investigation Fund Drones, $8,400.** Appropriate funds to purchase two small drones. This will allow the ability to navigate in potentially dangerous environments, enabling the user to maintain situational awareness, threat detection, and surveillance in any environment. Funds will be allocated from the Police Investigation Federal unassigned fund balance.

4. **Police Investigation Fund, $2,170.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. Funds will be allocated from the Police Investigation State unassigned fund balance.

5. **Public Works Vacuum Jet Sewer Truck, $441,161.** Appropriate capital lease proceeds to purchase a vacuum jet sewer truck. The purchase was included in the FY 2019-2020 adopted budget. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.

6. **General Obligation Improvement and Refunding Bonds Series 2020, $10,465,000**. Appropriate bond proceeds from the issuance of the 2020 GO Improvement and Refunding Bonds issued in June 2020. The 2020 GO Bonds represent the first round of bonds approved by voters in November 2019. The bond proceeds will be used for drainage projects totaling $6 million and renovations to the Public Works facility totaling $2 million and to cover the cost of issuance. The proceeds from the issuance of the refunding portion totaling $2.465 million will be used to refinance the Permanent Improvement Bonds, Series 2010A and the Permanent Improvement Bonds, Series 2010B and to cover the cost of issuance.

7. **HMGP Buyout Grant $623,706.** Appropriate grant funds received from the Hazard Mitigation Grant Program for the Hurricane Harvey buyout properties. The City received $623,706 for the following properties 16614 Oxnard ($127,500), 5303 Shady Oaks Lane ($127,845) and 13 Haverford ($368,361). Advance funding to purchase these properties was originally approved at the February 3, 2020 and March 2, 2020 City Council meetings. Therefore, these funds will be appropriated back to unassigned general fund balance.

City of Friendswood
July 6, 2020
2019-2020 Budget Amendment VIII - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-14018		Return appropriation for 810 Quaker Drive buyout property in the HMGP for buyout and demolition grant	(222,721)
1	001-10199		Return appropriation for 810 Quaker Drive buyout property in the HMGP for buyout and demolition grant	222,721
1	120-10199		Return appropriation for 810 Quaker Drive buyout property in the HMGP for buyout and demolition grant	(222,721)
1	120-26010		Return appropriation for 810 Quaker Drive buyout property in the HMGP for buyout and demolition grant	222,721
2	101-0000-30100		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to upgrade daily body armor	(5,870)
2	101-2120-421.5800		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to upgrade daily body armor	5,870
3	101-0000-30100		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to purchase of two drones	(8,400)
3	101-2120-421.5800		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to purchase of two drones	8,400
4	102-0000-30100		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to PIF operating services	(2,170)
4	102-2130-421.7400		Appropriate PIF Asset Forfeiture Unassigned Fund Balance to PIF operating services	2,170
5	001-0000-39370	PW200	Appropriate capital lease proceeds to purchase a Vacuum Jet Sewer Truck	(441,161)
5	001-3620-431.88	PW200	Appropriate capital lease proceeds to purchase a Vacuum Jet Sewer Truck	441,161
6	256-0000-39380		Appropriate 2020 General Obligation Improvement Bond-Bond Proceeds	(7,795,000)
6	256-0000-39381		Appropriate 2020 General Obligation Improvement Bond-Premium	(410,492)
6	256-8101-476.9348		Appropriate 2020 General Obligation Improvement Bond-Issue Costs	139,287
6	256-9002-491.9120		Appropriate 2020 General Obligation Improvement Bond-Transfer to Tax Debt Service	66,205
6	256-7001-419.8120		Appropriate 2020 General Obligation Improvement Bond-Public Works Facility Building	2,000,000
6	256-7001-431.8530		Appropriate 2020 General Obligation Improvement Bond-Drainage Improvements	6,000,000
6	201-0000-39125		Appropriate 2020 General Obligation Improvement Bond-Transfer from Construction Fund	(66,205)
6	201-8101-473.9348		Appropriate 2020 General Obligation Improvement Bond-Interest	66,205
6	201-0000-39380		Appropriate Refunding Bond Series 2020-Bond Proceeds	(2,670,000)
6	201-0000-39381		Appropriate Refunding Bond Series 2020-Premium	(343,348)
6	201-8101-473.9313		Appropriate Refunding Bond Series 2020-Interest 2010 GO Bonds	(31,322)
6	201-8101-476.9348		Appropriate Refunding Bond Series 2020-Issue Costs	40,536
6	201-9002-491.9348		Appropriate Refunding Bond Series 2020-Transfer to Water/Sewer Revenue Fund	631,875
6	201-8101-476.9510		Appropriate Refunding Bond Series 2020-Other Financing Uses	2,372,259
6	490-0000-39152		Appropriate Refunding Bond Series 2020-Transfer from Tax Debt Service	(631,875)
6	490-8101-476.9510		Appropriate Refunding Bond Series 2020-Other Financing Uses	631,875
7	120-0000-331000		Appropriate HMGP Grant Procceds and reimburse unassigned general fund balance for advance funding	(623,706)
7	120-7001-419.8120		Appropriate HMGP Grant Procceds and reimburse unassigned general fund balance for advance funding	623,706
7	001-14018		Appropriate HMGP Grant Procceds and reimburse unassigned general fund balance for advance funding	(623,706)
7	001-10199		Appropriate HMGP Grant Procceds and reimburse unassigned general fund balance for advance funding	623,706
7	120-10199		Appropriate HMGP Grant Procceds and reimburse unassigned general fund balance for advance funding	(623,706)
7	120-26010		Appropriate HMGP Grant Procceds and reimburse unassigned general fund balance for advance funding	623,706

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: July 6, 2020

Date submitted: 6/16/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing the final acceptance of the City of Friendswood's 2018 Street Maintenance project and initiate the contractor's one year maintenance bond

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Work associated with the City of Friendswood's 2018 Street Maintenance program has been completed.

This project, valued at $1,987,979.34, included the full depth reclamation of asphalt streets, the replacement of concrete panels, crack sealing, and re-striping of certain streets. Funding for this project was provided through the 3/8th cent sales tax for street improvement.

The City has received a one year maintenance bond from the contractor, Angel Brothers Enterprises, Ltd to be used for the correction of any work deemed to have failed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A list of streets repaired has been included in this agenda packet. These streets were rated poorly in a Pavement Management Analysis report completed by IMS Infrastructure Management Services. The repairs completed will help extend the life of affected streets.

RECOMMENDATIONS

Authorize the final acceptance of the City of Friendswood's 2018 Street Maintenance project and initiate the contractor's one year maintenance bond.

ATTACHMENTS

1. One Year Maintenace Bond
2. FY2018-2019 Asphalt Street Repairs List_Completed
3. FY2018-2019 Concrete Street Repairs List_Completed

DOCUMENT 00800

Bond Number: 022-221-659

ONE-YEAR MAINTENANCE BOND

THAT WE, Angel Brothers Enterprises, Ltd,. as Principal, hereinafter called the Contractor, and the other subscriber hereto, Liberty Mutual Fire Insurance 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 One Million, Nine Hundred Eighty Seven Thousand, Nine Hundred Seventy Nine dollars and Thirty Four_ cents ($1,987,979.34), 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 2018 Street Maintenance Program, 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 if 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.

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:

Angel Brothers Enterprises, Ltd.
Name of Contractor

Signature
Name: Garrett Goza
Title: Project Manager

ATTEST SEAL:

Liberty Mutual Fire Insurance Company
Full Name of Surety
2200 Renaissance Blvd., Suite 400
Address of Surety for Notice
King of Prussia, PA 19406-2755
City, State and Zip Code of Surety for Notice
1-877-751-2640
Telephone Number of Surety

Signature
Name: Lauren O. Moudy
Title: Attorney-in-Fact
Date: June 8, 2020

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

[INSERT CITY ATTORNEY NAME]
City Attorney

Date

END OF DOCUMENT

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Fire Insurance Company
Wausau, Wisconsin

Certificate No: **8202693 - 971801**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: Liberty Mutual Fire Insurance Company, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

IN WITNESS WHEREOF, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 5th day of December, 2019.

Liberty Mutual Fire Insurance Company

LIBERTY MUTUAL FIRE INSURANCE COMPANY INCORPORATED 1908 WISCONSIN

By: David M. Carey, Assistant Secretary

Attest: Lisa Love

State of PENNSYLVANIA
County of MONTGOMERY ss

The foregoing instrument was acknowledged before me this 5th day of December, 2019 by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Insurance Company.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, affixed, this 8th day of June, 2020

LIBERTY MUTUAL FIRE INSURANCE COMPANY INCORPORATED 1908 WISCONSIN

By: Renee C. Llewellyn, Assistant Secretary

LMFIC Facsimile_062018

Liberty Mutual.
SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. 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.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FY2018-2019 Asphalt Street Repairs (Completed)

Project	From	To
BAKER RD	STONEWALL PASS RD	FALLING LEAF DR
BRIAR CREEK DR	BRIAR CREEK DR	BRIAR BEND
BRIAR CREEK DR	SW END	BRIAR CREEK DR
BRIAR CREEK DR	W PARKWOOD AVE	BRIAR CREEK DR
BRIARMEADOW AVE	MERRIEWOOD DR	W WINDING WAY
BRIARMEADOW AVE	SUNSET DR	MERRIEWOOD DR
COWARD'S CREEK CT	SW END	GREENBRIAR DR
FALLING LEAF DR	BAKER RD	FENCE POST RD
FALLING LEAF DR	FALLING LEAF CT	LINSON LN
FALLING LEAF DR	FENCE POST RD	WILDERNESS PINES DR
FALLING LEAF DR	LINSON LN	GREENBRIAR DR
FALLING LEAF DR	WILDERNESS PINES DR	FALLING LEAF CT
GREENBRIAR DR	COWARD'S CREEK CT	FALLING LEAF DR
LINSON LN	NW END	FALLING LEAF DR
MOORE RD	BRIDLE PATH LN	CRESCENT DR
MOORE RD	CRESCENT DR	LUNDY LN (FM528?)
MOORE RD	MANDALE RD	WARE DAIRY RD
MOORE RD	WARE DAIRY RD	BRIDLE PATH LN
MOORE RD	WEST END	MANDALE RD
SPREADING OAKS	LAUREL	SPREADING OAKS (fm518?)
SPREADING OAKS	SEDORA DR	WOODLAWN DR
SPREADING OAKS	SUNSET DR	SEDORA DR
VIEJO DR	RANCHO CIR	NE END
VIEJO DR	W VIEJO DR	RANCHO CIR
WILDERNESS TRL	CREEKWOOD LN	SPRING CREEK DR
WILDERNESS TRL	LEPRECHAUN DR	GREENBRIAR DR
WILDERNESS TRL	LOST RIVER DR	LEPRECHAUN DR
WILDERNESS TRL	SPRING CREEK DR	LOST RIVER DR
WINDING WAY	FIELDCREEK DR	OAK DR
WINDING WAY	LEISURE LN	FIELDCREEK DR

FY2018-2019 Concrete Street Repairs (Completed)

Project	From	To
BLACKHAWK BLVD	ABERCREEK AVE	CENTENNIAL LN
BLACKHAWK BLVD	ABERCREEK AVE	ROYAL PKWY
BLACKHAWK BLVD	APPLEBLOSSOM LN	ROYAL PKWY
BLACKHAWK BLVD	APPLEBLOSSOM LN	WHITTIER OAKS DR
BLACKHAWK BLVD	BOUGAINVILLA LN	EDENVALE ST
BLACKHAWK BLVD	BOUGAINVILLA LN	SHADY OAKS LN
BLACKHAWK BLVD	CENTENNIAL LN	ABERCREEK AVE
BLACKHAWK BLVD	CENTENNIAL LN	FRIENDSWOOD LINK RD
BLACKHAWK BLVD	CROFTERGLEN DR	LAURA LEIGH LN
BLACKHAWK BLVD	CROFTERGLEN DR	TOWNES FOREST RD
BLACKHAWK BLVD	EDENVALE ST	BOUGAINVILLA LN
BLACKHAWK BLVD	EDENVALE ST	GENEVA DR
BLACKHAWK BLVD	EDENVALE ST	PENNYSTONE WAY
BLACKHAWK BLVD	EDENVALE ST	TASHKENT DR
BLACKHAWK BLVD	FM 528	THURSA LN
BLACKHAWK BLVD	FRIENDSWOOD LINK RD	CENTENNIAL LN
BLACKHAWK BLVD	FRIENDSWOOD LINK RD	TOWNES FOREST RD
BLACKHAWK BLVD	LAURA LEIGH LN	CROFTERGLEN DR
BLACKHAWK BLVD	LAURA LEIGH LN	THURSA LN
BLACKHAWK BLVD	PENNYSTONE WAY	EDENVALE ST
BLACKHAWK BLVD	PENNYSTONE WAY	ENCINO DR
BLACKHAWK BLVD	ROYAL PKWY	ABERCREEK AVE
BLACKHAWK BLVD	ROYAL PKWY	APPLEBLOSSOM LN
BLACKHAWK BLVD	SHADY OAKS LN	BOUGAINVILLA LN
BLACKHAWK BLVD	SHADY OAKS LN	WHITTIER OAKS DR
BLACKHAWK BLVD	THURSA LN	FM 528
BLACKHAWK BLVD	THURSA LN	LAURA LEIGH LN
BLACKHAWK BLVD	TOWNES FOREST RD	CROFTERGLEN DR
BLACKHAWK BLVD	TOWNES FOREST RD	FRIENDSWOOD LINK RD
BLACKHAWK BLVD	WHITTIER OAKS DR	APPLEBLOSSOM LN
BLACKHAWK BLVD	WHITTIER OAKS DR	SHADY OAKS LN
FRIENDSWOOD LINK RD	APPLEBLOSSOM LN	OXNARD LN
FRIENDSWOOD LINK RD	BARCELONA DR	BLACKHAWK BLVD
FRIENDSWOOD LINK RD	BLACKHAWK BLVD	FRIENDSWOOD LINK RD
FRIENDSWOOD LINK RD	BOUGAINVILLA LN	BLACKHAWK BLVD
FRIENDSWOOD LINK RD	DAVID GLEN DR	FOREST BEND AVE
FRIENDSWOOD LINK RD	FOREST BEND AVE	BARCELONA DR
FRIENDSWOOD LINK RD	FRIENDSWOOD LINK RD	BOUGAINVILLA LN
FRIENDSWOOD LINK RD	HIBISCUS LN	DAVID GLEN DR
FRIENDSWOOD LINK RD	HIBISCUS LN	HIBISCUS LN
FRIENDSWOOD LINK RD	OXNARD LN	HIBISCUS LN
FRIENDSWOOD LINK RD	WHISPERING PINES	APPLEBLOSSOM LN
MARY ANN DR	CHRISTINA LN	LINDA LN
MARY ANN DR	ELLA CT	VIRGINIA LN
MARY ANN DR	LINDA LN	ELLA CT
MARY ANN DR	VIRGINIA LN	MARY ANN DR (FM518?)

FY2018-2019 Concrete Street Repairs (Completed)

Project	From	To
SAN JOAQUIN PKWY	SAN JOAQUIN PKWY	SAN MIGUEL DR
SAN JOAQUIN PKWY	SAN MIGUEL DR	SAN JOAQUIN PKWY
SAN MIGUEL DR	SAN JOAQUIN PKWY	SAN MIGUEL DR
SAN MIGUEL DR	SAN MIGUEL DR	SAN JOAQUIN PKWY
SHADOWBEND AVE	LAUREL	S FRIENDSWOOD DR
SHADOWBEND AVE	WOODLAWN DR	LAUREL
SUNSET DR	BRIARMEADOW AVE	SUN PARK DR
SUNSET DR	COWARD'S CREEK DR	FALLING LEAF DR
SUNSET DR	DESERET DR	MURPHY LN
SUNSET DR	EVERGREEN DR	LINKWOOD
SUNSET DR	FAIRDALE	MISTY LN
SUNSET DR	FALLING LEAF DR	FAIRDALE
SUNSET DR	LINKWOOD	W CASTLEWOOD DR
SUNSET DR	MILLS DR	DESERET DR
SUNSET DR	MISTY LN	EVERGREEN DR
SUNSET DR	MURPHY LN	N HEATHER LN
SUNSET DR	N HEATHER LN	BRIARMEADOW AVE
SUNSET DR	N SUNSET DR	MIRAGE CT
SUNSET DR	PINEHOLLOW DR	W SHADOWBEND AVE
SUNSET DR	REGENCY CT	W PARKWOOD AVE
SUNSET DR	SUN PARK DR	WINDSOR DR
SUNSET DR	TALL PINES DR	W SPREADING OAKS
SUNSET DR	W CASTLEWOOD DR	MILLS DR
SUNSET DR	W SHADOWBEND AVE	TALL PINES DR
SUNSET DR	WINDSOR DR	REGENCY CT
SUNSET DR	W EDGEWOOD DR	PINEHOLLOW DR
TOWNES RD	LUCIAN LN	CROFTERGLEN DR
WHISPERING PINES	ARBRE LN	VERDUN LN
WHISPERING PINES	DEEPWOOD DR	TIMBER LN
WHISPERING PINES	MINGLEWOOD LN	FRIENDSWOOD LINK RD
WHISPERING PINES	S FRIENDSWOOD DR	ARBRE LN
WHISPERING PINES	TIMBER LN	MINGLEWOOD LN
WHISPERING PINES	VERDUN LN	DEEPWOOD DR
WINDING RD	GLENLEA CT	MERRIMAN CT
WINDING RD	MARYS CT	MORNINGSIDE CT
WINDING RD	MERRIMAN CT	MELODY LN
WINDING RD	MORNINGSIDE CT	OAK VISTA CT
WINDING RD	OAK VISTA CT	GLENLEA CT
WINDING RD	RIVERSIDE CT	MARYS CT
WOODLAWN DR	DAWN	W SHADOWBEND AVE
WOODLAWN DR	W EDGEWOOD DR	W HERITAGE DR
WOODLAWN DR	W HERITAGE DR	DAWN

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: July 6, 2020

Date submitted: 5/21/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the appointments of City Council Liaisons to Committees, Boards, and Commissions

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

After the May election, Council reviews and selects the boards, commissions, and committees for which each wish to serve as liaison throughout the year. Mayor Foreman compiled the list and made the recommendations noted on the list. This agenda item is to discuss and formally adopt the list for 2020-2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To have Council representation at meetings with volunteer boards, commissions, and committees.

RECOMMENDATIONS

Discuss and approve the 2020-2021 Council Liaison list.

ATTACHMENTS

1. 2020-2021 Council Liaisons FINAL

FRIENDSWOOD CITY COUNCIL LIAISONS
2020-2021

COUNCILMEMBER	COMMITTEE
Robert Griffon John Scott (alternate)	Clear Creek Watershed Steering Committee
Brent Erenwert Steve Rockey (alternate)	Community & Economic Development Committee
John Scott Trish Hanks (alternate)	4th of July Steering Committee
John Scott Brent Erenwert (alternate)	Galveston County Commissioners Court
Robert Griffon John Scott (alternate)	Galveston County Consolidated Drainage District
All City Council Members	Galveston County Mayors' & Councils' Association
Mike Foreman Steve Rockey (alternate)	Gulf Coast Authority
Sally Branson Mike Foreman (alternate)	H-GAC
Brent Erenwert Sally Branson (alternate)	Harris County Commissioners Court
All City Council Members	Harris County Mayors' & Councils' Association
Staff/CMO	Homeowner's Associations
Trish Hanks Brent Erenwert (alternate)	Keep Friendswood Beautiful
Steve Rockey Sally Branson (alternate)	Library Board
Robert Griffon Trish Hanks (alternate)	Planning & Zoning Commission
Sally Branson Robert Griffon (alternate)	Senior Citizens Advisory Committee
Steve Rockey John Scott (alternate)	Zoning Board of Adjustment & Appeals

None Required: Investment Committee, Construction Board of Adjustment & Appeals and Charter Review Commission

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: July 6, 2020

Date submitted: 6/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the modification and signing of an Interlocal Agreement with Galveston County for the transfer of CARES Act funding

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On June 1, 2020 council adopted Resolution 2020-16 supporting the application of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Relief Fund (CRF).

The first allocation from the $1.85 billion in local funds will be made available to these cities and counties on a $55 per capita allotment. Based on 2010 census data, Friendswood was allocated $1,573,330 for the Galveston County portion of the City. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed. Friendswood's 20% percent is $314,666.

Galveston County Judge Mark Henry is requesting all 13 municipalities within the County transfer/allocate some of their CARES Act funds to Galveston County to pay for current and future countywide COVID-19 response. They are requesting a transfer rate of $10 per capita. The above transfer amounts equate to each community allocating 18% of their CARES Act to go towards testing and other community response activities for the rest of the 2020 calendar year. Friendswood's 18% is $286,060.

No actual funds are being transferred to Galveston County. State allocated funds will be re-allocated to Galveston County per this Interlocal Agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Galveston County's COVID-19 testing efforts have been a countywide event.

RECOMMENDATIONS

Recommendation is made for City Council to give approval for the Mayors signature and make modifications to this Interlocal Agreement.

ATTACHMENTS

1. DRAFT Interlocal for CARES Act Funds Transfer

INTERLOCAL AGREEMENT FOR TRANSFER OF CARES ACT FUNDING

This agreement, effective on the date of execution by each Municipality ("effective date"), is between the County of Galveston, a political subdivision of the State of Texas ("County"), and each of the following municipalities located wholly or partially within Galveston County, Texas: City of Bayou Vista, Texas; City of Clear Lake Shores, Texas; City of Dickinson, Texas; City of Friendswood, Texas; City of Galveston, Texas; City of Hitchcock, Texas; City of Jamaica Beach, Texas; City of Kemah, Texas; City of La Marque, Texas; City of League City, Texas; City of Santa Fe, Texas; City of Texas City, Texas; Village of Tiki Island, Texas (each individually "Municipality" or collectively "Municipalities").

WHEREAS, County and Municipalities are eligible to receive funding from the Coronavirus Relief Fund ("CRF") under The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, which permits transfers of funding to other units of government;

WHEREAS, the State of Texas allocated CRF funding to the County based on the population in only unincorporated areas and allocated funding to Municipalities based on the population in incorporated areas within Galveston County, Texas;

WHEREAS, Pursuant to Chapter 791 of the Texas Government Code, County and Municipalities are authorized to enter into this interlocal agreement;

WHEREAS, County is currently funding COVID-19 lab testing services for residents throughout Galveston County, Texas, including residents within incorporated Municipalities; and

WHERAS, County intends to continue supporting COVID-19 testing and public health responses throughout the County, including within Municipalities.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

1. Each of the Municipalities agrees to transfer CRF funding to the County in the amounts indicated in Exhibit A to support COVID-19 testing and related public health efforts.

2. This Agreement is independently effective as to the County and each of the Municipalities who execute it. None of the Municipalities has any authority to bind any other. Whether or not any or all of the other Municipalities execute this Agreement does not affect the validity of the Agreement between each individual Municipality and the County.

3. Each Municipality authorizes the State of Texas to distribute the CRF funding subject to this agreement directly to the County.

4. If it is not practicable for any reason for the State to distribute the funds subject to this Agreement directly to the County, each Municipality agrees to obtain subject funding from the State of Texas and remit the same to the County.

5. The parties agree that the relationship between the parties of this Agreement is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.

6. The Term of this Agreement will be for one (1) year from the Effective Date, unless sooner terminated as provided herein. The Term may be extended by written mutual agreement of the parties.

7. The parties agree that the laws of the State of Texas shall govern in any dispute concerning the rights of the parties, and that a state court in Galveston County, Texas shall be the proper venue for such dispute.

8. All financial obligations under this Agreement shall be funded from current revenues and exclusively from currently-available CRF funds.

9. This agreement may be executed in multiple counterparts.

By signing below, the representatives affirm that they are authorized to bind their respective entities and enter into this Agreement.

THE COUNTY OF GALVESTON, TEXAS

By: _____
Mark Henry
County Judge

Date: _____

ATTEST:

_____
County Clerk

Date: _____

THE CITY OF BAYOU VISTA, TEXAS

By: _____
Daniel Konyha
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF CLEAR LAKE SHORES, TEXAS

By: _____
Kurt Otten
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF DICKINSON, TEXAS

By: _____
Julie Masters
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF FRIENDSWOOD, TEXAS

By: _____
Michael Foreman
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF GALVESTON, TEXAS

By: _____
James Yarborough
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF HITCHCOCK, TEXAS

By: _____
Randy Strickland
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF JAMAICA BEACH, TEXAS

By: _____
Steve Spicer
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF KEMAH, TEXAS

By: _____
Terri Gale
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF LEAGUE CITY, TEXAS

By: _____
Pat Hallisey
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF SANTA FE, TEXAS

By: _____
Jason Tabor
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

THE CITY OF TEXAS CITY, TEXAS

By: _____
Matthew Doyle
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

VILLAGE OF TIKI ISLAND, TEXAS

By: _____
Vernon Teltschick
Mayor

Date: _____

ATTEST:

_____
City Secretary

Date: _____

EXHIBIT A

Funding per Municipality:

ENTITY:	POPULATION:	ALLOCATION:
Bayou Vista	1,648	$16,480
Clear Lake Shores	1,164	$11,640
Dickinson	21,532	$215,320
Friendswood	28,606	$286,060
Galveston	49,638	$496,380
Hitchcock	7,855	$78,550
Jamaica Beach	1,080	$10,800
Kemah	2,047	$20,479
La Marque	16,817	$168,170
League City	104,260	$1,042,600
Santa Fe	13,624	$136,240
Texas City	50,946	$509,460
Tiki Island	1,057	$10,570

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: July 6, 2020

Date submitted: 5/20/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the May 2020 Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax May 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

June 8, 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 May, 2020 is true and correct.

Under my hand and seal this 8th day of June, 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

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.432160	107,291.62	.00	7,174.77	.00	114,466.39	911.39	.00	.00	115,377.78
	I & S	.089279	22,165.11	.00	1,482.22	.00	23,647.33	.00	.00	.00	23,647.33
	TOTAL	.521439	129,456.73	.00	8,656.99	.00	138,113.72	911.39	.00	.00	139,025.11
2018	M & O	.437173	4,300.84	.00	2,792.10	.00	7,092.94	3,101.16	.00	.00	10,194.10
	I & S	.095218	936.68	.00	608.15	.00	1,544.83	.00	.00	.00	1,544.83
	TOTAL	.532391	5,237.52	.00	3,400.25	.00	8,637.77	3,101.16	.00	.00	11,738.93
2017	M & O	.432349	189.22	.00	74.12	.00	263.34	65.22	.00	.00	328.56
	I & S	.095000	41.61	.00	16.29	.00	57.90	.00	.00	.00	57.90
	TOTAL	.527349	230.83	.00	90.41	.00	321.24	65.22	.00	.00	386.46
2016	M & O	.462000	482.86	.00	57.27	.00	540.13	40.30	.00	.00	580.43
	I & S	.084000	87.76	.00	10.40	.00	98.16	.00	.00	.00	98.16
	TOTAL	.546000	570.62	.00	67.67	.00	638.29	40.30	.00	.00	678.59
2015	M & O	.497200	332.28	.00	.00	.00	332.28	.00	.00	.00	332.28
	I & S	.071500	47.77	.00	.00	.00	47.77	.00	.00	.00	47.77
	TOTAL	.568700	380.05	.00	.00	.00	380.05	.00	.00	.00	380.05
2014	M & O	.530300	9.52	.00	2.81	.00	12.33	1.45	.00	.00	13.78
	I & S	.061100	1.10	.00	.32	.00	1.42	.00	.00	.00	1.42
	TOTAL	.591400	10.62	.00	3.13	.00	13.75	1.45	.00	.00	15.20
2013	M & O	.530300	7.37	.00	3.69	.00	11.06	1.76	.00	.00	12.82
	I & S	.061100	.84	.00	.42	.00	1.26	.00	.00	.00	1.26
	TOTAL	.591400	8.21	.00	4.11	.00	12.32	1.76	.00	.00	14.08
2012	M & O	.530700	8.49	.00	5.31	.00	13.80	2.39	.00	.00	16.19
	I & S	.066300	1.08	.00	.66	.00	1.74	.00	.00	.00	1.74
	TOTAL	.597000	9.57	.00	5.97	.00	15.54	2.39	.00	.00	17.93
2007	M & O	.501600	71.81	.00	82.22	.00	154.03	24.59	.00	.00	178.62
	I & S	.074800	10.71	.00	12.26	.00	22.97	.00	.00	.00	22.97
	TOTAL	.576400	82.52	.00	94.48	.00	177.00	24.59	.00	.00	201.59
ALL	M & O		112,694.01	.00	10,192.29	.00	122,886.30	4,148.26	.00	.00	127,034.56
ALL	I & S		23,292.66	.00	2,130.72	.00	25,423.38	.00	.00	.00	25,423.38
ALL	TOTAL		135,986.67	.00	12,323.01	.00	148,309.68	4,148.26	.00	.00	152,457.94
DLQ	M & O		5,402.39	.00	3,017.52	.00	8,419.91	3,236.87	.00	.00	11,656.78
DLQ	I & S		1,127.55	.00	648.50	.00	1,776.05	.00	.00	.00	1,776.05
DLQ	TOTAL		6,529.94	.00	3,666.02	.00	10,195.96	3,236.87	.00	.00	13,432.83

RECEIPT DATE: ALL
LOCATION: ALL
FROM: 05/01/2020 THRU 05/31/2020
JURISDICTION: 0337 FRIENDWD CITY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR	M & O		107,291.62	.00	7,174.77	.00	114,466.39	911.39	.00	.00	115,377.78
CURR	I & S		22,165.11	.00	1,482.22	.00	23,647.33	.00	.00	.00	23,647.33
CURR	TOTAL		129,456.73	.00	8,656.99	.00	138,113.72	911.39	.00	.00	139,025.11

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 05/01/2020 THRU 05/31/2020
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2007 TOTAL		82.52	0.00	94.48	24.59	0.00	201.59
	2012 TOTAL		9.57	0.00	5.97	2.39	0.00	17.93
	2013 TOTAL		8.21	0.00	4.11	1.76	0.00	14.08
	2014 TOTAL		25.67	0.00	14.58	6.75	0.00	47.00
	2015 TOTAL		380.05	0.00	0.00	0.00	0.00	380.05
	2016 TOTAL		863.82	0.00	220.13	129.43	0.00	1,213.38
	2017 TOTAL		750.13	0.00	105.94	76.07	0.00	932.14
	2018 TOTAL		14,017.86	0.00	3,416.63	3,116.13	0.00	20,550.62
	2019 TOTAL		156,078.72	0.00	8,920.75	911.39	0.00	165,910.86
	TOTAL PAYMENTS		172,216.55	0.00	12,782.59	4,268.51	0.00	189,267.65
	2014 TOTAL		15.05-	0.00	11.45-	5.30-	0.00	31.80-
	2016 TOTAL		293.20-	0.00	152.46-	89.13-	0.00	534.79-
	2017 TOTAL		519.30-	0.00	15.53-	10.85-	0.00	545.68-
	2018 TOTAL		8,780.34-	0.00	16.38-	14.97-	0.00	8,811.69-
	2019 TOTAL		26,621.99-	0.00	263.76-	0.00	0.00	26,885.75-
	TOTAL REVERSALS		36,229.88-	0.00	459.58-	120.25-	0.00	36,809.71-
	TOTAL FOR UNIT		135,986.67	0.00	12,323.01	4,148.26	0.00	152,457.94

REVERSALS DETAIL SCHEDULE
FROM: 05/01/2020 THRU 05/31/2020
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2014	845763051520	9906301	202005	15.05-	0.00	11.45-	5.30-4S03	0.00	31.80-TR
		2014 TOTAL		15.05-	0.00	11.45-	5.30-	0.00	31.80-
2016	864051320CHC	1043980010039	202005	290.84-	0.00	151.23-	88.41-HK19	0.00	530.48-TR
2016	845763051520	9909631	202005	2.36-	0.00	1.23-	0.72-16S1	0.00	4.31-TR
		2016 TOTAL		293.20-	0.00	152.46-	89.13-	0.00	534.79-
2017	RF200505	201137	201712	155.56-	0.00	0.00	0.00 17S2	155.56	0.00 RF
2017	RF200505	201137	201712	0.00	0.00	0.00	0.00 17S2	155.56-	155.56-RF
2017	841930052220	280390	202005	17.11-	0.00	6.84-	4.78-TEST	0.00	28.73-TR
2017	841930052220	280390	202005	17.11-	0.00	6.84-	4.78-TEST	0.00	28.73-TR
2017	841930052220	280390	202005	4.63-	0.00	1.85-	1.29-TEST	0.00	7.77-TR
2017	RF200505	310886	201712	324.89-	0.00	0.00	0.00 17S2	324.89	0.00 RF
2017	RF200505	310886	201712	0.00	0.00	0.00	0.00 17S2	324.89-	324.89-RF
		2017 TOTAL		519.30-	0.00	15.53-	10.85-	0.00	545.68-
2018	RF200505	168108	201901	0.00	0.00	0.00	0.00 18S1	129.17-	129.17-RF
2018	RF200505	168108	201901	129.17-	0.00	0.00	0.00 18S1	129.17	0.00 RF
2018	RF200505	168173	202003	253.77-	0.00	0.00	0.00 18S1	253.77	0.00 RF
2018	RF200505	168173	202003	0.00	0.00	0.00	0.00 18S1	253.77-	253.77-RF
2018	RF200505	168233	201812	0.00	0.00	0.00	0.00 18S1	123.96-	123.96-RF
2018	RF200505	168233	201812	123.96-	0.00	0.00	0.00 18S1	123.96	0.00 RF
2018	RF200505	168656	201901	168.28-	0.00	0.00	0.00 18S1	168.28	0.00 RF
2018	RF200505	168656	201901	0.00	0.00	0.00	0.00 18S1	168.28-	168.28-RF
2018	RF200505	168659	201904	0.00	0.00	0.00	0.00 18S1	185.54-	185.54-RF
2018	RF200505	168659	201904	185.54-	0.00	0.00	0.00 18S1	185.54	0.00 RF
2018	RF200505	200461	201812	1,262.60-	0.00	0.00	0.00 18S1	1,262.60	0.00 RF
2018	RF200505	200461	201812	0.00	0.00	0.00	0.00 18S1	1,262.60-	1,262.60-RF
2018	RF200505	201137	201901	0.00	0.00	0.00	0.00 18S1	97.72-	97.72-RF
2018	RF200505	201137	201901	97.72-	0.00	0.00	0.00 18S1	97.72	0.00 RF
2018	RF200505	202330	201812	252.45-	0.00	0.00	0.00 18S1	252.45	0.00 RF
2018	RF200505	202330	201812	0.00	0.00	0.00	0.00 18S1	252.45-	252.45-RF
2018	RF200505	202402	201810	0.00	0.00	0.00	0.00 18S1	475.94-	475.94-RF
2018	RF200505	202402	201810	475.94-	0.00	0.00	0.00 18S1	475.94	0.00 RF
2018	RF200505	202662	201812	0.00	0.00	0.00	0.00 18S1	208.70-	208.70-RF
2018	RF200505	202662	201812	208.70-	0.00	0.00	0.00 18S1	208.70	0.00 RF
2018	RF200505	219347	201901	199.45-	0.00	0.00	0.00 18S1	199.45	0.00 RF
2018	RF200505	219347	201901	0.00	0.00	0.00	0.00 18S1	199.45-	199.45-RF
2018	RF200505	219349	201812	0.00	0.00	0.00	0.00 18S1	198.88-	198.88-RF

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2018	RF200505	219349	201812	198.88-	0.00	0.00	0.00	18S1	198.88	0.00	RF
2018	841930052220	280390	202005	19.49-	0.00	5.46-	4.99-	CERT	0.00	29.94-	TR
2018	841930052220	280390	202005	19.49-	0.00	5.46-	4.99-	CERT	0.00	29.94-	TR
2018	841930052220	280390	202005	19.49-	0.00	5.46-	4.99-	CERT	0.00	29.94-	TR
2018	RF200505	308648	201901	310.13-	0.00	0.00	0.00	18S1	310.13	0.00	RF
2018	RF200505	308648	201901	0.00	0.00	0.00	0.00	18S1	310.13-	310.13-	RF
2018	RF200505	310886	201812	0.00	0.00	0.00	0.00	18S1	322.54-	322.54-	RF
2018	RF200505	310886	201812	322.54-	0.00	0.00	0.00	18S1	322.54	0.00	RF
2018	RF200519	401041	201901	70.61-	0.00	0.00	0.00	CERT	70.61	0.00	RF
2018	RF200519	401041	201901	0.00	0.00	0.00	0.00	CERT	70.61-	70.61-	RF
2018	RF200505	401127	201812	0.00	0.00	0.00	0.00	18S1	387.56-	387.56-	RF
2018	RF200505	401127	201812	387.56-	0.00	0.00	0.00	18S1	387.56	0.00	RF
2018	RF200505	434373	201812	0.00	0.00	0.00	0.00	18S1	320.05-	320.05-	RF
2018	RF200505	434373	201812	320.05-	0.00	0.00	0.00	18S1	320.05	0.00	RF
2018	RF200505	511953	201812	0.00	0.00	0.00	0.00	18S1	648.26-	648.26-	RF
2018	RF200505	511953	201812	648.26-	0.00	0.00	0.00	18S1	648.26	0.00	RF
2018	RF200505	524718	201812	0.00	0.00	0.00	0.00	18S1	721.66-	721.66-	RF
2018	RF200505	524718	201812	721.66-	0.00	0.00	0.00	18S1	721.66	0.00	RF
2018	RF200505	601309	201812	0.00	0.00	0.00	0.00	18S1	683.25-	683.25-	RF
2018	RF200505	601309	201812	683.25-	0.00	0.00	0.00	18S1	683.25	0.00	RF
2018	RF200505	605220	201812	520.41-	0.00	0.00	0.00	18S1	520.41	0.00	RF
2018	RF200505	605220	201812	0.00	0.00	0.00	0.00	18S1	520.41-	520.41-	RF
2018	RF200505	606626	201812	0.00	0.00	0.00	0.00	18S1	405.75-	405.75-	RF
2018	RF200505	606626	201812	405.75-	0.00	0.00	0.00	18S1	405.75	0.00	RF
2018	RF200505	611649	201812	199.03-	0.00	0.00	0.00	18S1	199.03	0.00	RF
2018	RF200505	611649	201812	0.00	0.00	0.00	0.00	18S1	199.03-	199.03-	RF
2018	RF200505	613501	201812	0.00	0.00	0.00	0.00	18S1	576.16-	576.16-	RF
2018	RF200505	613501	201812	576.16-	0.00	0.00	0.00	18S1	576.16	0.00	RF
		2018 TOTAL		8,780.34-	0.00	16.38-	14.97-		0.00	8,811.69-	
2019	864051320CHC	1043980010039	202005	238.51-	0.00	31.01-	0.00	CERT	0.00	269.52-	TR
2019	857930051220	1050140000018	202005	0.27-	0.00	0.00	0.00	CERT	0.00	0.27-	TR
2019	857930051220	1050140000018	202005	89.03-	0.00	0.00	0.00	CERT	0.00	89.03-	TR
2019	902051320T	1084760000011	202001	563.65-	0.00	0.00	0.00	HS02	0.00	563.65-	TR
2019	RF200505	168045	201912	0.00	0.00	0.00	0.00	19S6	149.09-	149.09-	RF
2019	RF200505	168045	201912	149.09-	0.00	0.00	0.00	19S6	149.09	0.00	RF
2019	RF200505	168108	201912	0.00	0.00	0.00	0.00	19S6	125.13-	125.13-	RF
2019	RF200505	168108	201912	125.13-	0.00	0.00	0.00	19S6	125.13	0.00	RF
2019	RF200505	168173	202003	248.55-	0.00	0.00	0.00	19S6	248.55	0.00	RF
2019	RF200505	168173	202003	0.00	0.00	0.00	0.00	19S6	248.55-	248.55-	RF
2019	RF200505	168233	201912	0.00	0.00	0.00	0.00	19S6	251.77-	251.77-	RF
2019	RF200505	168233	201912	251.77-	0.00	0.00	0.00	19S6	251.77	0.00	RF
2019	929052220T	168515	202001	511.11-	0.00	46.00-	0.00	CERT	0.00	557.11-	TR

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2019	RF200505	168656	201912	0.00	0.00	0.00	0.00	19S6	164.81-	164.81-	RF
2019	RF200505	168656	201912	164.81-	0.00	0.00	0.00	19S6	164.81	0.00	RF
2019	RF200505	168659	201912	179.70-	0.00	0.00	0.00	19S6	179.70	0.00	RF
2019	RF200505	168659	201912	0.00	0.00	0.00	0.00	19S6	179.70-	179.70-	RF
2019	RF200505	184354	201912	0.00	0.00	0.00	0.00	19S6	233.93-	233.93-	RF
2019	RF200505	184354	201912	233.93-	0.00	0.00	0.00	19S6	233.93	0.00	RF
2019	RF200505	184413	201912	0.00	0.00	0.00	0.00	19S6	215.64-	215.64-	RF
2019	RF200505	184413	201912	215.64-	0.00	0.00	0.00	19S6	215.64	0.00	RF
2019	RF200505	200344	201912	155.50-	0.00	0.00	0.00	19S6	155.50	0.00	RF
2019	RF200505	200344	201912	0.00	0.00	0.00	0.00	19S6	155.50-	155.50-	RF
2019	RF200505	200391	202001	315.07-	0.00	0.00	0.00	19S6	315.07	0.00	RF
2019	RF200505	200391	202001	0.00	0.00	0.00	0.00	19S6	315.07-	315.07-	RF
2019	RF200505	200461	201912	1,225.74-	0.00	0.00	0.00	19S6	1,225.74	0.00	RF
2019	RF200505	200461	201912	0.00	0.00	0.00	0.00	19S6	1,225.74-	1,225.74-	RF
2019	RF200505	200601	202001	0.00	0.00	0.00	0.00	19S6	130.36-	130.36-	RF
2019	RF200505	200601	202001	130.36-	0.00	0.00	0.00	19S6	130.36	0.00	RF
2019	RF200505	200617	202001	0.00	0.00	0.00	0.00	19S6	130.36-	130.36-	RF
2019	RF200505	200617	202001	130.36-	0.00	0.00	0.00	19S6	130.36	0.00	RF
2019	RF200505	201137	201912	330.76-	0.00	0.00	0.00	19S6	330.76	0.00	RF
2019	RF200505	201137	201912	0.00	0.00	0.00	0.00	19S6	330.76-	330.76-	RF
2019	RF200505	202021	201910	130.35-	0.00	0.00	0.00	19S6	130.35	0.00	RF
2019	RF200505	202021	201910	0.00	0.00	0.00	0.00	19S6	130.35-	130.35-	RF
2019	RF200505	202330	201912	244.64-	0.00	0.00	0.00	19S6	244.64	0.00	RF
2019	RF200505	202330	201912	0.00	0.00	0.00	0.00	19S6	244.64-	244.64-	RF
2019	RF200505	202402	201911	0.00	0.00	0.00	0.00	19S6	466.16-	466.16-	RF
2019	RF200505	202402	201911	466.16-	0.00	0.00	0.00	19S6	466.16	0.00	RF
2019	RF200505	202662	201912	0.00	0.00	0.00	0.00	19S6	201.81-	201.81-	RF
2019	RF200505	202662	201912	201.81-	0.00	0.00	0.00	19S6	201.81	0.00	RF
2019	RF200505	202957	201912	191.04-	0.00	0.00	0.00	19S6	191.04	0.00	RF
2019	RF200505	202957	201912	0.00	0.00	0.00	0.00	19S6	191.04-	191.04-	RF
2019	RF200505	203122	201912	0.00	0.00	0.00	0.00	19S6	337.41-	337.41-	RF
2019	RF200505	203122	201912	337.41-	0.00	0.00	0.00	19S6	337.41	0.00	RF
2019	RF200505	203255	201912	223.04-	0.00	0.00	0.00	19S6	223.04	0.00	RF
2019	RF200505	203255	201912	0.00	0.00	0.00	0.00	19S6	223.04-	223.04-	RF
2019	RF200505	218853	201912	0.00	0.00	0.00	0.00	19S6	291.32-	291.32-	RF
2019	RF200505	218853	201912	291.32-	0.00	0.00	0.00	19S6	291.32	0.00	RF
2019	RF200505	218946	202001	0.00	0.00	0.00	0.00	19S6	190.23-	190.23-	RF
2019	RF200505	218946	202001	190.23-	0.00	0.00	0.00	19S6	190.23	0.00	RF
2019	RF200505	219347	201912	0.00	0.00	0.00	0.00	19S6	323.52-	323.52-	RF
2019	RF200505	219347	201912	323.52-	0.00	0.00	0.00	19S6	323.52	0.00	RF
2019	RF200505	219349	201912	247.85-	0.00	0.00	0.00	19S6	247.85	0.00	RF
2019	RF200505	219349	201912	0.00	0.00	0.00	0.00	19S6	247.85-	247.85-	RF
2019	841930052220	280390	202005	19.08-	0.00	2.48-	0.00	CERT	0.00	21.56-	TR
2019	RF200505	292273	201912	0.00	0.00	0.00	0.00	19S6	261.15-	261.15-	RF
2019	RF200505	292273	201912	261.15-	0.00	0.00	0.00	19S6	261.15	0.00	RF

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2019	RF200505	293563	201912	265.10-	0.00	0.00	0.00	19S6	265.10	0.00	RF
2019	RF200505	293563	201912	0.00	0.00	0.00	0.00	19S6	265.10-	265.10-	RF
2019	RF200505	308648	201912	0.00	0.00	0.00	0.00	19S6	301.07-	301.07-	RF
2019	RF200505	308648	201912	301.07-	0.00	0.00	0.00	19S6	301.07	0.00	RF
2019	RF200505	310204	201912	0.00	0.00	0.00	0.00	19S6	119.29-	119.29-	RF
2019	RF200505	310204	201912	119.29-	0.00	0.00	0.00	19S6	119.29	0.00	RF
2019	RF200505	310886	201912	310.55-	0.00	0.00	0.00	19S6	310.55	0.00	RF
2019	RF200505	310886	201912	0.00	0.00	0.00	0.00	19S6	310.55-	310.55-	RF
2019	RF200505	310933	201912	130.36-	0.00	0.00	0.00	19S6	130.36	0.00	RF
2019	RF200505	310933	201912	0.00	0.00	0.00	0.00	19S6	130.36-	130.36-	RF
2019	RF200505	357105	202001	0.00	0.00	0.00	0.00	19S6	130.36-	130.36-	RF
2019	RF200505	357105	202001	130.36-	0.00	0.00	0.00	19S6	130.36	0.00	RF
2019	RF200505	357114	201912	0.00	0.00	0.00	0.00	19S6	82.18-	82.18-	RF
2019	RF200505	357114	201912	82.18-	0.00	0.00	0.00	19S6	82.18	0.00	RF
2019	RF200505	366090	201912	476.46-	0.00	0.00	0.00	19S6	476.46	0.00	RF
2019	RF200505	366090	201912	0.00	0.00	0.00	0.00	19S6	476.46-	476.46-	RF
2019	RF200505	391352	202003	0.00	0.00	0.00	0.00	19S6	875.28-	875.28-	RF
2019	RF200505	391352	202003	818.02-	0.00	57.26-	0.00	19S6	875.28	0.00	RF
2019	RF200505	393909	201912	254.18-	0.00	0.00	0.00	19S6	254.18	0.00	RF
2019	RF200505	393909	201912	0.00	0.00	0.00	0.00	19S6	254.18-	254.18-	RF
2019	RF200505	394510	201912	0.00	0.00	0.00	0.00	19S6	62.57-	62.57-	RF
2019	RF200505	394510	201912	62.57-	0.00	0.00	0.00	19S6	62.57	0.00	RF
2019	RF200505	394571	201912	392.96-	0.00	0.00	0.00	19S6	392.96	0.00	RF
2019	RF200505	394571	201912	0.00	0.00	0.00	0.00	19S6	392.96-	392.96-	RF
2019	929052120T	399844	202004	260.59-	0.00	0.00	0.00	CERT	0.00	260.59-	TR
2019	RF200505	401104	201912	253.12-	0.00	0.00	0.00	19S6	253.12	0.00	RF
2019	RF200505	401104	201912	0.00	0.00	0.00	0.00	19S6	253.12-	253.12-	RF
2019	RF200505	401127	202002	379.58-	0.00	26.58-	0.00	19S6	406.16	0.00	RF
2019	RF200505	401127	202002	0.00	0.00	0.00	0.00	19S6	406.16-	406.16-	RF
2019	RF200505	405327	201912	531.49-	0.00	0.00	0.00	19S6	531.49	0.00	RF
2019	RF200505	405327	201912	0.00	0.00	0.00	0.00	19S6	531.49-	531.49-	RF
2019	RF200505	407398	202001	354.58-	0.00	0.00	0.00	19S6	354.58	0.00	RF
2019	RF200505	407398	202001	0.00	0.00	0.00	0.00	19S6	354.58-	354.58-	RF
2019	RF200505	413130	201912	0.00	0.00	0.00	0.00	19S6	464.35-	464.35-	RF
2019	RF200505	413130	201912	464.35-	0.00	0.00	0.00	19S6	464.35	0.00	RF
2019	RF200505	434373	201912	0.00	0.00	0.00	0.00	19S6	443.83-	443.83-	RF
2019	RF200505	434373	201912	443.83-	0.00	0.00	0.00	19S6	443.83	0.00	RF
2019	RF200505	511953	201912	0.00	0.00	0.00	0.00	19S6	765.28-	765.28-	RF
2019	RF200505	511953	201912	765.28-	0.00	0.00	0.00	19S6	765.28	0.00	RF
2019	RF200505	516094	202001	0.00	0.00	0.00	0.00	19S6	391.92-	391.92-	RF
2019	RF200505	516094	202001	391.92-	0.00	0.00	0.00	19S6	391.92	0.00	RF
2019	929051920TR	524109	201912	1,218.67-	0.00	0.00	0.00	CERT	0.00	1,218.67-	TR
2019	RF200505	524718	201912	0.00	0.00	0.00	0.00	19S6	706.82-	706.82-	RF
2019	RF200505	524718	201912	706.82-	0.00	0.00	0.00	19S6	706.82	0.00	RF
2019	RF200505	601309	201912	0.00	0.00	0.00	0.00	19S6	669.19-	669.19-	RF

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2019	RF200505	601309	201912	669.19-	0.00	0.00	0.00	19S6	669.19	0.00	RF
2019	RF200505	601515	202003	1,028.87-	0.00	92.60-	0.00	19S6	1,121.47	0.00	RF
2019	RF200505	601515	202003	0.00	0.00	0.00	0.00	19S6	1,121.47-	1,121.47-	RF
2019	RF200505	605220	201912	509.70-	0.00	0.00	0.00	19S6	509.70	0.00	RF
2019	RF200505	605220	201912	0.00	0.00	0.00	0.00	19S6	509.70-	509.70-	RF
2019	RF200505	606626	201912	0.00	0.00	0.00	0.00	19S6	415.04-	415.04-	RF
2019	RF200505	606626	201912	415.04-	0.00	0.00	0.00	19S6	415.04	0.00	RF
2019	RF200505	610684	202002	0.00	0.00	0.00	0.00	19S6	415.90-	415.90-	RF
2019	RF200505	610684	202002	408.62-	0.00	7.28-	0.00	19S6	415.90	0.00	RF
2019	RF200505	611629	201912	0.00	0.00	0.00	0.00	19S6	434.34-	434.34-	RF
2019	RF200505	611629	201912	434.34-	0.00	0.00	0.00	19S6	434.34	0.00	RF
2019	RF200505	611649	201912	1,212.35-	0.00	0.00	0.00	19S6	1,212.35	0.00	RF
2019	RF200505	611649	201912	0.00	0.00	0.00	0.00	19S6	1,212.35-	1,212.35-	RF
2019	RF200505	612684	201912	749.16-	0.00	0.00	0.00	19S6	749.16	0.00	RF
2019	RF200505	612684	201912	0.00	0.00	0.00	0.00	19S6	749.16-	749.16-	RF
2019	RF200505	613501	201912	0.00	0.00	0.00	0.00	19S6	564.31-	564.31-	RF
2019	RF200505	613501	201912	564.31-	0.00	0.00	0.00	19S6	564.31	0.00	RF
2019	RF200505	718966	201911	0.00	0.00	0.00	0.00	19S6	115.09-	115.09-	RF
2019	RF200505	718966	201911	115.09-	0.00	0.00	0.00	19S6	115.09	0.00	RF
2019	902051320T2	719760	201912	2,224.95-	0.00	0.00	0.00	CERT	0.00	2,224.95-	TR
2019	RF200505	720853	201912	652.87-	0.00	0.00	0.00	19S6	652.87	0.00	RF
2019	RF200505	720853	201912	0.00	0.00	0.00	0.00	19S6	652.87-	652.87-	RF
2019	RF200505	726803	202001	0.00	0.00	0.00	0.00	19S6	78.16-	78.16-	RF
2019	RF200505	726803	202001	78.16-	0.00	0.00	0.00	19S6	78.16	0.00	RF
2019	RF200505	730634	202002	0.00	0.00	0.00	0.00	19S6	8.42-	8.42-	RF
2019	RF200505	730634	202002	7.87-	0.00	0.55-	0.00	19S6	8.42	0.00	RF
2019	RF200513	H2143150	201612	10.23-	0.00	0.00	0.00	HS3	10.23	0.00	RF
2019	RF200513	H2143150	201612	0.00	0.00	0.00	0.00	HS3	10.23-	10.23-	RF
2019	RF200513	H2143150	202001	41.33-	0.00	0.00	0.00	HS3	41.33	0.00	RF
2019	RF200513	H2143150	202001	0.00	0.00	0.00	0.00	HS3	41.33-	41.33-	RF
		2019 TOTAL		26,621.99-	0.00	263.76-	0.00		0.00	26,885.75-	
		TOTAL REVERSALS		36,229.88-	0.00	459.58-	120.25-		0.00	36,809.71-	

FISCAL START: 08/01/2019 END: 07/31/2020 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,494,315,010	178,394,435	3,672,709,445	00.521439	18,702,760.09	16,029

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	17,783,517.63	919,242.46	919,242.46	18,125,782.63	18,125,782.63	576,977.46	96.92	0.00
2018	207,273.10	294,849.00	294,849.00	118,333.69	118,333.69	383,788.41	23.57	0.00
2017	45,549.62	4,275.43-	4,275.43-	17,722.41	17,722.41	23,551.78	42.94	0.00
2016	24,040.73	218.79	218.79	6,126.36	6,126.36	18,133.16	25.25	0.00
2015	18,497.82	7.72-	7.72-	3,920.61	3,920.61	14,569.49	21.20	0.00
2014	18,649.85	132.42-	132.42-	3,640.47	3,640.47	14,876.96	19.66	0.00
2013	13,872.95	.00	0.00	2,642.45	2,642.45	11,230.50	19.05	0.00
2012	12,039.45	.00	0.00	1,067.06	1,067.06	10,972.39	8.86	0.00
2011	11,426.47	.00	0.00	1,151.32	1,151.32	10,275.15	10.08	0.00
2010	10,591.35	.00	0.00	1,085.67	1,085.67	9,505.68	10.25	0.00
2009	12,161.61	.00	0.00	979.14	979.14	11,182.47	8.05	0.00
2008	6,351.51	.00	0.00	505.61	505.61	5,845.90	7.96	0.00
2007	2,435.78	.00	0.00	457.09	457.09	1,978.69	18.77	0.00
2006	2,787.78	.00	0.00	0.00	0.00	2,787.78		0.00
2005	1,428.40	.00	0.00	0.00	0.00	1,428.40		0.00
2004	650.49	.00	0.00	0.00	0.00	650.49		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	.00	0.00	0.00	0.00	924.85		0.00
2001	941.66	.00	0.00	0.00	0.00	941.66		0.00
2000	996.69	.00	0.00	0.00	0.00	996.69		0.00
1999	481.49	.00	0.00	0.00	0.00	481.49		0.00
1998	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	18,175,266.35	1,209,894.68	1,209,894.68	18,283,414.51	18,283,414.51	1,101,746.52		0.00

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2020
LAND VALUE	4,537,437,822	3,891,505,950	52,995,635	42,919-	52,952,716	3,944,458,666
AG EXCLUSION	24,683,691	24,683,691	944,958	0	944,958	25,628,649
IMPROVEMENTS	645,931,872	645,931,872	177,006,462	1,396,435-	175,610,027	821,541,899
APPRAISED VALUE	4,537,437,822	4,537,437,822	230,002,097	1,439,354-	228,562,743	4,766,000,565
EXEMPTIONS	1,018,439,121	1,018,439,121	37,649,555	11,573,795	50,168,308	1,068,607,429
TAXABLE VALUE	3,494,315,010	3,494,315,010	191,407,584	13,013,149-	178,394,435	3,672,709,445
LEVY	17,783,517.63	17,783,517.63	1,255,406.87	336,164.41-	919,242.46	18,702,760.09
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	481	109	113	10,113
OVER 65	2,975	2,975	129	54	56	3,031
DISABLED	181	181	5	10	10	191
VETERAN	205	205	12	4	4	209
TOTAL EXEMPT	74	74	0	0	0	74

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2020
LAND VALUE	4,207,374,518	3,589,474,109	0	616,407-	616,407-	3,588,857,702
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	18,460	59,536,145	59,554,605	677,455,014
APPRAISED VALUE	4,207,374,518	4,207,374,518	18,460	58,919,738	58,938,198	4,266,312,716
EXEMPTIONS	891,117,422	891,117,422	0	4,105,692	4,105,692	895,223,114
TAXABLE VALUE	3,292,414,186	3,292,414,186	18,460	54,814,046	54,832,506	3,347,246,692
LEVY	207,273.10	207,273.10	98.28	294,750.72	294,849.00	502,122.10
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	51	51	10,052
OVER 65	2,897	2,897	0	13	13	2,910
DISABLED	0	0	0	6	6	6
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2020
LAND VALUE	4,271,816,787	3,655,904,976	0	0	0	3,655,904,976
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	622,454	43,070-	579,384	616,491,195
APPRAISED VALUE	4,271,816,787	4,271,816,787	622,454	43,070-	579,384	4,272,396,171
EXEMPTIONS	988,826,434	988,826,434	603,304	805,302	1,408,606	990,235,040
TAXABLE VALUE	3,264,000,598	3,264,000,598	19,150	848,372-	829,222-	3,263,171,376
LEVY	45,549.62	45,549.62	100.99	4,376.42-	4,275.43-	41,274.19
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	15	15	10,020
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	1	1	208
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2020
LAND VALUE	3,999,127,118	3,429,239,107	0	0	0	3,429,239,107
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	32,540-	32,540-	569,855,471
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	32,540-	32,540-	3,999,094,578
EXEMPTIONS	968,850,710	968,850,710	0	60,438-	60,438-	968,790,272
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	27,898	27,898	3,016,868,093
LEVY	24,040.73	24,040.73	.00	218.79	218.79	24,259.52
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	1-	1-	9,912
OVER 65	2,721	2,721	0	1-	1-	2,720
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	1	1	243
TOTAL EXEMPT	642	642	0	0	0	642

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDWD CITY

ALL PROPERTY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2020
LAND VALUE	3,624,772,568	3,125,559,710	0	0	0	3,125,559,710
AG EXCLUSION	17,997,504	17,997,504	0	0	0	17,997,504
IMPROVEMENTS	499,212,858	499,212,858	0	23,010-	23,010-	499,189,848
APPRAISED VALUE	3,624,772,568	3,624,772,568	0	23,010-	23,010-	3,624,749,558
EXEMPTIONS	906,250,004	906,250,004	0	14,783-	14,783-	906,235,221
TAXABLE VALUE	2,700,525,060	2,700,525,060	0	8,227-	8,227-	2,700,516,833
LEVY	18,497.82	18,497.82	.00	7.72-	7.72-	18,490.10
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	0	0	0	9,425
OVER 65	2,517	2,517	0	1-	1-	2,516
DISABLED	170	170	0	0	0	170
VETERAN	231	231	0	1	1	232
TOTAL EXEMPT	632	632	0	0	0	632

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2020
LAND VALUE	3,220,611,338	2,761,917,896	0	0	0	2,761,917,896
AG EXCLUSION	22,656,763	22,656,763	0	0	0	22,656,763
IMPROVEMENTS	458,693,442	458,693,442	0	0	0	458,693,442
APPRAISED VALUE	3,220,611,338	3,220,611,338	0	0	0	3,220,611,338
EXEMPTIONS	739,118,459	739,118,459	0	22,392	22,392	739,140,851
TAXABLE VALUE	2,458,836,116	2,458,836,116	0	22,392-	22,392-	2,458,813,724
LEVY	18,649.85	18,649.85	.00	132.42-	132.42-	18,517.43
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	0	1	1	9,649
OVER 65	2,524	2,524	0	0	0	2,524
DISABLED	176	176	0	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

Summary of Jurisdiction Remittances Processed

Report run on: June 3, 2020 9:49 AM

For Remitted Deposit Dates 05/01/2020 thru 05/31/2020 as of 06/03/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 57624	Print Date:05/04/2020						
	Current	2,525.28	521.69	0.00	0.00	0.00	3,046.97
Last Deposit Date	05/01/2020	$2,525.28	$521.69	$0.00	$0.00	$0.00	$3,046.97
ACH 57661	Print Date:05/05/2020						
	Current	4,955.66	1,023.80	0.00	0.00	0.00	5,979.46
	Delq	11.78	2.05	0.00	0.00	0.00	13.83
Last Deposit Date	05/04/2020	$4,967.44	$1,025.85	$0.00	$0.00	$0.00	$5,993.29
ACH 57817	Print Date:05/14/2020						
	Current	22,903.88	4,731.69	0.00	0.00	0.00	27,635.57
	Delq	(4,785.16)	(1,099.44)	0.00	0.00	0.00	(5,884.60)
Last Deposit Date	05/12/2020	$18,118.72	$3,632.25	$0.00	$0.00	$0.00	$21,750.97
ACH 57855	Print Date:05/14/2020						
	Current	7,424.38	1,533.80	0.00	0.00	0.00	8,958.18
	Delq	5,002.74	1,092.50	0.00	0.00	0.00	6,095.24
Last Deposit Date	05/13/2020	$12,427.12	$2,626.30	$0.00	$0.00	$0.00	$15,053.42
ACH 57891	Print Date:05/15/2020						
	Current	3,923.43	810.54	0.00	0.00	0.00	4,733.97
	Delq	814.38	177.38	0.00	0.00	0.00	991.76
Last Deposit Date	05/14/2020	$4,737.81	$987.92	$0.00	$0.00	$0.00	$5,725.73
ACH 57932	Print Date:05/18/2020						
	Current	3,218.28	664.86	0.00	0.00	0.00	3,883.14
	Delq	119.80	26.10	0.00	0.00	0.00	145.90
Last Deposit Date	05/15/2020	$3,338.08	$690.96	$0.00	$0.00	$0.00	$4,029.04
ACH 57973	Print Date:05/19/2020						
	Current	3,860.51	797.52	0.00	0.00	0.00	4,658.03
	Delq	528.08	115.02	0.00	0.00	0.00	643.10
Last Deposit Date	05/18/2020	$4,388.59	$912.54	$0.00	$0.00	$0.00	$5,301.13
ACH 58010	Print Date:05/20/2020						
	Current	3,519.57	727.09	0.00	0.00	0.00	4,246.66
	Delq	87.47	19.05	0.00	0.00	0.00	106.52
Last Deposit Date	05/19/2020	$3,607.04	$746.14	$0.00	$0.00	$0.00	$4,353.18
ACH 58049	Print Date:05/22/2020						
	Current	9,932.28	2,051.85	0.00	0.00	0.00	11,984.13
	Delq	5,036.32	1,096.93	0.00	0.00	0.00	6,133.25
Last Deposit Date	05/20/2020	$14,968.60	$3,148.78	$0.00	$0.00	$0.00	$18,117.38
ACH 58088	Print Date:05/22/2020						
	Current	12,040.47	2,487.41	0.00	0.00	0.00	14,527.88
	Delq	10.33	1.88	0.00	0.00	0.00	12.21
Last Deposit Date	05/21/2020	$12,050.80	$2,489.29	$0.00	$0.00	$0.00	$14,540.09
ACH 58123	Print Date:05/27/2020						
	Current	4,028.63	832.25	0.00	0.00	0.00	4,860.88
	Delq	138.53	29.30	0.00	0.00	0.00	167.83
Last Deposit Date	05/22/2020	$4,167.16	$861.55	$0.00	$0.00	$0.00	$5,028.71

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: June 3, 2020 9:49 AM

For Remitted Deposit Dates 05/01/2020 thru 05/31/2020 as of 06/03/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 58161	Print Date:05/28/2020						
	Current	3,723.53	769.20	0.00	0.00	0.00	4,492.73
	Delq	625.24	134.42	0.00	0.00	0.00	759.66
Last Deposit Date	05/26/2020	$4,348.77	$903.62	$0.00	$0.00	$0.00	$5,252.39
ACH 58202	Print Date:05/28/2020						
	Current	17,497.52	3,614.77	0.00	0.00	0.00	21,112.29
	Delq	830.40	180.86	0.00	0.00	0.00	1,011.26
Last Deposit Date	05/27/2020	$18,327.92	$3,795.63	$0.00	$0.00	$0.00	$22,123.55
ACH 58241	Print Date:05/29/2020						
	Current	5,548.77	1,146.31	0.00	0.00	0.00	6,695.08
Last Deposit Date	05/28/2020	$5,548.77	$1,146.31	$0.00	$0.00	$0.00	$6,695.08
ACH 58280	Print Date:06/03/2020						
	Current	9,364.20	1,934.55	0.00	0.00	0.00	11,298.75
Last Deposit Date	05/29/2020	$9,364.20	$1,934.55	$0.00	$0.00	$0.00	$11,298.75
	Total:	**$122,886.30**	**$25,423.38**	**$0.00**	**$0.00**	**$0.00**	**$148,309.68**

ACTGL_TU_REMIT_SP

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: July 6, 2020

Date submitted: 6/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the June 1, 2020, Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of June 01, 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. 06-01-20 Minutes

DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
JUNE 1, 2020

5:30 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, JUNE 1, 2020, AT 05:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR 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

The invocation was given by Councilmember John Scott.

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)

Mayor Foreman led the Pledge of Allegiance to the United States and to the State of Texas.

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.)

Don Johnson, Friendswood resident, addressed Council and thanked Mayor, Council, and Staff for pushing forward with the project to resurface the streets in his neighborhood, it has been 40 years or so, and it is great to have smooth streets again.

5. WORK SESSION

A. Multi-Year Financial Plan Discussion

Mayor Foreman opened the discussion regarding the Multi-Year Financial Plan. Administrative Services Director Katina Hampton presented a PowerPoint presentation regarding an overview of the city's Multi-Year Financial Plan (MYFP), which primarily focuses on the General Fund and Debt Service Fund used in decision making. The scope of detail for the MYFP includes revenue projections, expenditure projections, and Decision Package impacts carried out through the plan. The plan will impact the Fiscal Year 2021 projected operating and fund balances. Ms. Hampton discussed planning assumptions with the key revenue source being property taxes. Tax revenue is based on projected tax values with an estimated 5% growth in the first year of the plan and an estimated 2% growth in the second through the fifth year in tax base. Other revenue sources are based on populations, and are increased by 2% per year throughout the plan. Revenue planning data includes residential/commercial growth projected, current trends considered, tax base identified, fiscal policies are considered, revenue forecasting, fee adjustments and/or new fees, and alternative revenue options available. Fiscal Year 2021 Projected General Fund Revenue (no new revenue tax rate) total General Fund Revenue of $29,548,525 with non-tax revenue being $4,769,737, franchise taxes being $2,198,424, sales tax being $6,985,346, and property taxes being $15,595,018. The sales tax revenue generated from the half-cent sales tax approved by voters in 2016 for street improvements and the Friendswood Economic Development Corporation (FDEDC) is recorded and expended in funds separate from the General Fund. Non-tax revenue includes building permits, intergovernmental grant revenue, court fines, and interfund transfers. Property tax components include gross appraised value approximates market, taxable value, tax levy, and tax revenue. The tax rate has two parts that are considered when adopting the tax rate debt services along with operations and maintenance (O&M) for the General Fund. Texas Senate Bill 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, included some terminology changes. Effective Tax Rate is now known as the No New Revenue Tax Rate and the Roll Back Tax Rate is now known as the Voter-Approval Tax Rate, revenue cap on Voter-Approval Tax Rate was reduced from 8% to 3.5 % and only applies to O&M portion of the rate, automatic rollback election in November if adopting a rate higher than the Voter-Approval Tax Rate, tax rate adoption deadlines, and the Unused Increment Rate used if an entity adopts a rate less than the Voter-Approval Tax Rate, difference could be rolled forward over a three year period, and begins with tax year 2020. Tax rate drivers include property tax revenue in the MYFP is based on the No New Revenue Tax Rate, and approximately the same revenue for the same properties is generated with the No New Revenue Tax Rate. Revenue growth relating to property values, in the MYFPO is projected from revaluations and new construction. Tax rate increase needed due to General Obligation bond issuance(s) and the impact of Fiscal Year 2020 protest and freeze ceiling property value on O&M. Planning assumptions in regards to expenditures include personnel expenditures to increase 3% annually throughout the plan, increase due to salaries and related benefits, and non-personnel expenditures to increase 2% year over year based on historical average. Planning

assumptions for fund balance, target of 90-days operating reserves, undesignated fund balance uses are emergencies, one-time expenditures without operating cost increase, major capital purchases, and start-up expenditures for new programs. The MYFP indicates 90-day operating reserve maintained through Fiscal Year 2024 with the No New Revenue Tax Rate, through Fiscal Year 2025 with the Flat Tax Rate and the Voter-Approval Tax Rate. With current projections and assumptions, no Decision Packages are funded in the five-year planning window. Council's role is guidance on tax rate, input on existing and alternative revenues, programmatic changes, and participation in budget development.

Discussion took place between Mayor, Council, and Staff regarding an estimated 5% growth in tax base throughout the plan, revenue impacts on No New Revenue Tax Rate versus a Flat Tax Rate or the Voter-Approval Tax Rate, revenue projections are based on actual numbers for current fiscal year, protested certified values may be hard to anticipate due to COVID-19, six out of the last ten years the City of Friendswood has adopted the Effective Tax Rate or less, current growth rate of 2% increase in revenue and 3% increase in expenditures, street maintenance funding, and Decision Packages and Forces-At-Work will be added into the budget process later.

B. Drainage Update

Mayor Foreman opened the discussion regarding drainage update. Deputy Director of Engineering Samantha Haritos presented a PowerPoint presentation regarding progress made on drainage efforts since February 2020. Ms. Haritos reported on stream gages projects including Harris County Flood Control District (HCFCD) new gage at Dixie Farm Road and Clear Creek, interlocal agreement for two stream gages and one weather gage, total gages will be nine stream gages, and seven tie back locations. Imperial Estates projects include 40-45% completion on the Galveston County Consolidated Drainage District (GCCDD) project, quarter (0.25) foot reduction in water surface elevation (WSE) along Clear Creek, and future mitigation will be required for modest impacts downstream. A water surface profile was shown in regards to Tropical Storm Allison (2001) and Hurricane Harvey (2017) to show the effects of the GCCDD project area. Whitcomb property projects include 400 foot wide terracing (2,500 feet length), initial results are half (0.5) foot reduction in water surface elevation, minimal impacts downstream may potentially require mitigation, and the terracing project will be a Community Development Block Grant – Mitigation (CDBG-MIT) application. Ms. Haritos gave a summary of current Community Development Block Grant – Disaster Recovery projects including Forest Bend offline detention, Frenchman's Creek property acquisition, Deepwood property acquisition, Deepwood terracing project, and pipe rack relocation along Clear Creek. Staff continues to work with the Lower Clear Creek and Dickinson Bayou Study, completion of the study is projected for February 2021, and the study may become a federal study with local partner cost share. The city's Community Development Block Grants – Mitigation Action Plan was approved March 31, 2020, minimum funding of $3 Million and maximum funding of $100 Million, scoring criteria to qualify, Low-to-Moderate Income (LMI) accounts for 15 points, and a management plan is required for each application.

Mayor Foreman recessed the meeting at 6:57 PM and reconvened the meeting at 7:15 PM.

6. 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.)

Phil Ratisseau, Friendswood resident, addressed Council and stated was a good update on drainage, Council should let the data guide them on making decisions, encourages the city to get as much grant money as possible, agrees with hiring a consultant for grant writing, money well spent, and is encouraging the things Staff is doing. He congratulated Friendswood Volunteer Fire Department Emergency Medical Services (EMS) Chief Lisa Camp and Friendswood Emergency Medical Services (EMS) on receiving the Lifetime Achievement Award from the 100 Club of Houston.

David Allen, Friendswood resident, addressed Council and stated astronauts are flying under United States power again, Minnesota problem, pray for our country, had a black president for two terms so cannot call this country racist, there are racist people, police work is difficult, and comply if held by the police. Dr. Anthony Fauci has been head of the Allergy and Infectious Disease branch of the National Institute of Health since 1984, gave a brief history on the virus in Wuhan, China and possible treatments, read the fine print when dealing with grants, and is concerned with 5G cellular service.

7. City Manager's Report

A. Friendswood Lakes Boulevard Project

City Manager Morad Kabiri reported that Galveston County's engineer has completed the design for the extension of Friendswood Lakes Boulevard (also known as Friendswood Parkway) from North Eagle Creek to the current terminus in West Ranch Subdivision as part of Galveston County's 2017 Bond Program. The project has been at 100% design for a number of months, but has yet to be advertised for bid due to drainage coordination and approval needed by a number of agencies and also to account for the multiple developments immediately adjacent to the project. Friendswood Lakes Boulevard is set for bid advertisement and award this summer, with construction slated to start this fall.

B. Houston 100 Club Hero Award Recipient Lisa Camp

The City Manager reported that Friendswood Volunteer Fire Department Emergency Medical Services Chief Lisa Camp received the Lifetime Achievement Award as part of this year's Houston 100 Club Hero Awards for Law Enforcement and Firefighters. Her nomination stated, "Ms. Camp should be recognized due to her support of the citizens of Friendswood, the State of Texas, and the country through her leadership in quality pre-hospital patient care and community-wide emergency response. She has been at the forefront in the areas of patient care, public access, medical control, disaster preparedness, public education, and training." The city appreciates all that Ms. Camp has brought to the city and residents.

C. Waste Connections Award High School Scholarships

The City Manager reported that Waste Connections provided scholarships to Clear Creek Independent School District (CCISD) and Friendswood Independent School District (FISD) graduating seniors as part of their community involvement within the City of Friendswood. Each school's scholarship committee selects the recipients and the scholarships are awarded according to financial need, academics, and community service. This year's scholarship recipients were Lauren In from Clear Brook High School, Kaylan Do from Clear Springs High School, and Faith Perry from Friendswood High School.

D. Hurricane Harvey Update

The City Manager reported that Staff continues to make progress on properties remaining in the Hazard Mitigation Grant Program. Staff will present a proposal for demolition services associated with the buyouts later this meeting. Staff 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. Two of the four properties in the program have been closed on or soon to be closed on, negotiations are reaching a conclusion on another, and one property has been disqualified based on repairs made. Staff will present a Request for Proposal (RFP) awarding a contract for demolition services associated with these properties later this meeting. Community Development Block Grant – Disaster Recovery Program for Harris County held a kick-off meeting with Harris County was held for the Blackhawk Facility, and a contract has been finalized with Harris County for the Forest Bend Detention Project. In regard to Community Development Block Grant – Disaster Recovery Program for Galveston County the Texas General Land Office (GLO) has approved and started contracting phases for two acquisition projects (Frenchman's Creek and Deepwood), two infrastructure projects (Deepwood flood control and utility line burial underneath Clear Creek). Staff will present an interlocal agreement with GCCDD later this meeting to acquire nine properties along Clear Creek.

E. Coronavirus Disease 2019 (COVID-19) Update

The City Manager reported that COVID-19 has had a significant impact not just to the City of Friendswood and our region but globally also. Daily totals are posted to the city's social media pages, Staff is working with state and federal officials in pursuing Coronavirus Relief Funding via the CARES ACT, funding available for municipalities and counties to offset some of the cost incurred related to COVID-19 response, and cost to maintain social distancing guidelines. Staff has continued to follow the city's Continuity of Operation and Pandemic Plans, ensured the provision of vital services, ramped up disinfecting efforts of employee workspaces/vehicles, enacted use of personal protective equipment (PPE) for first responder activities that engage the public, and secured hotel resources for employees/first responders that may need to be quarantined. Almost all city facilities have been re-opened to the public with safety measures in place following state and county executive orders. The city continues to communicate with residents through social media, the city's website, and email communication. The economic recovery team continues to evaluate existing programs and monitor local conditions. Utility cutoffs will resume for lack of payment for habitual offenders and will work with customers to form a payment plan. Cancelled/modified events and activities include virtual Memorial Day remembrance, evaluating Concerts in the Park with a possible drive-in style event, cancelled

Summer Day Camp, evaluating modifications to the Fourth of July celebration, street maintenance sales tax reauthorization election has been moved to November, and county primary runoff elections will be housed in the library. Due to COVID-19, changes to the Fourth of July celebration, including the day and night time festivities, have been cancelled, and the parade has been modified to take the parade to residents.

Discussion took place between Mayor, Council, and City Manager Morad Kabiri regarding Staff is currently working on procuring funds to allow for more permanent safety measures and improvements to allow for social distancing, temperature checks are being performed on a departmental level basis, only in secured areas, and anyone with a temperature greater than 100.4 is asked to go home.

8. Communications from Committees and Special Reports

A. Annual Report from Library Board Chair Diane Freeman

Library Board Chair Diane Freeman was not in attendance to present the committee's annual report. Library Director Matt Riley presented the annual report from a PowerPoint presentation prepared by Ms. Freeman.

9. Discussion and Possible Action

A. Discussion and possible action regarding the disposition of RFP No. 2020-04 Demolition and Removal Services – Up to 13 Houses for the Hazard Mitigation Grant Program.

******Councilmember Scott moved to approve the disposition of RFP No. 2020-04 for demolition and removal services – up to 13 houses for the Hazard Mitigation Grant Program.
The motion was seconded and approved unanimously.

B. Discussion and possible action regarding the disposition of RFP No. 2020-05 Demolition and Removal Services – Up to 4 Houses for the Flood Mitigation Assistance Program.

******Councilmember Scott moved to approve the disposition of RFP No. 2020-05 for demolition and removal services – up to 4 houses for the Flood Mitigation Assistance Program.
The motion was seconded and approved unanimously.

C. Discussion and possible action regarding approving an interlocal agreement with the Galveston County Consolidated Drainage District for flood mitigation projects on Minglewood Drive.

******Councilmember Scott moved to approve an interlocal agreement with the Galveston County Consolidated Drainage District for flood mitigation projects on Minglewood Drive.
The motion was seconded and approved unanimously.

D. Discussion and possible action regarding approval of a cooperative purchase (Houston-

Galveston Area Council Contract TP07-18) and authorizing the Mayor to execute the agreement with PM Construction and Rehab, LLC, dba IPR-South Central, LLC, for 2020 Sewer Rehabilitation.

******Councilmember Scott moved to approve a cooperative purchase (Houston-Galveston Area Council Contract TP07-18) and authorize the Mayor to execute the agreement with PM Construction and Rehab, LLC, dba IPR-South Central, LLC, for 2020 Sewer Rehabilitation.
The motion was seconded and approved unanimously.

E. Discussion and possible action regarding the purchase of Public Works software.

******Councilmember Hanks moved to approve the purchase of Public Works software. The motion was seconded and approved unanimously.

City Manager Morad Kabiri explained there was not a Public Works portion with the enterprise software purchased a few years ago for the Administrative Services and Community Development Departments. Current software being used by the Public Works Department is no longer serviced or maintained by software vendors. The software needs to transition before there are major issues, and funding was included in last year's budget.

F. Discussion and possible action regarding an interlocal agreement with the Harris County Flood Control District for the operation and maintenance of weather gauges located in Galveston County.

******Councilmember Griffon moved to approve an interlocal agreement with the Harris County Flood Control District for the operation and maintenance of weather gauges located in Galveston County.
The motion was seconded and approved unanimously.

10. Resolutions

Consideration and possible action regarding the following:

A. Resolution R2020-14: A resolution of the City of Friendswood authorizing the adoption of the Harris County Multi-Hazard Mitigation Action Plan update.

******Councilmember Hanks moved to approve Resolution No. **R2020-14** – A resolution of the City of Friendswood authorizing the adoption of the Harris County Multi-Hazard Mitigation Action Plan update.
The motion was seconded and approved unanimously.

B. Resolution R2020-15: A resolution of the City Council of the City of Friendswood, Texas, verifying that cybersecurity training has been completed and authorizing the City Manager or his designee to submit all documentation required by Texas Government Code Section 2054.5191.

******Councilmember Griffon moved to approve Resolution No. **R2020-15** – A resolution of the City Council of the City of Friendswood, Texas, verifying that cybersecurity training has been completed and authorizing the City Manager or his designee to submit all documentation required by Texas Government Code Section 2054.5191.
The motion was seconded and approved unanimously.

C. Resolution R2020-16: A resolution of the City Council of the City of Friendswood, Texas, authorizing and approving the Coronavirus Relief Fund (CRF), Coronavirus Aid, Relief, and Economic Security (CARES) Act application.

******Councilmember Griffon moved to approve the Resolution No. **R2020-16** – A resolution of the City Council of the City of Friendswood, Texas, authorizing and approving the Coronavirus Relief Fund (CRF), Coronavirus Aid, Relief, and Economic Security (CARES) Act application.
The motion was seconded and approved 6-1 with Councilmember Scott opposed.

D. Resolution R2020-17: A resolution adopting Rules of Procedure for the Planning and Zoning Commission of the City of Friendswood, Texas, pursuant to authority contained in Section 2-3 of the Code of the City of Friendswood, Texas; and repealing Resolution No. R2019-15.

******Councilmember Scott moved to approve Resolution No. **R2020-17** – A resolution adopting Rules of Procedure for the Planning and Zoning Commission of the City of Friendswood, Texas, pursuant to authority contained in Section 2-3 of the Code of the City of Friendswood, Texas; and repealing Resolution No. R2019-15.
The motion was seconded and approved unanimously.

11. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2020-25: Second and Final reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification to assign Single Family Residential (SFR) as the zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use #8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 E. Heritage Drive, 2.983 acres – Downtown District (DD); 209 S. Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 E. Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 E. Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 E. Heritage Drive, .8913 acres – Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 E. Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

******Councilmember Scott moved to approve the Second and Final reading of Ordinance No. **2020-25** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification to assign Single Family Residential (SFR) as the

zoning district for .1738 acres of vacated right-of-way; and to allow a Specific Use Permit (SUP) for NAICS Use No. 8131 Religious Organizations as an overlay on the following properties: .1738 acres of vacated right-of-way – Single Family Residential (SFR); 111 East Heritage Drive, 2.983 acres – Downtown District (DD); 209 South Friendswood Drive, 1.0528 acres – Downtown District (DD); 201 East Heritage Drive, .4223 acres - Multi-Family Residential-Low Density (MFR-L); 204 and 206 East Heritage Drive, .8151 acres – Single Family Residential (SFR); 208 East Heritage Drive, .8913 acres – Single Family Residential (SFR) , and to replace the Specific Use Permit on the property located at 202 East Heritage Drive, 2.98 acres – Single Family Residential/Specific Use Permit (SFR/SUP 2001-09) for Family Life Center; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.
The motion was seconded and approve 6-1 with Councilmember Griffon opposed.

B. Ordinance No. T2020-26: 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 VII" 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. **2020-26** – 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 VII" 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.

12. Communications from the Mayor and Councilmembers

Councilmember Rockey stated John Mizell, previous property owner of the city owned property on Shadwell Lane, requested Council consider naming a portion of the property Eagle Heart, eagles do nest on the property, and Mr. Mizell would like to donate an eagle statue he has purchased.

City Manager Morad Kabiri stated if Council is interested, an item could be placed on a future agenda.

Councilmember Branson congratulated Friendswood Volunteer Fire Department Emergency Medical Services (EMS) Chief Lisa Camp on receiving the Lifetime Achievement Award. She received a phone call from a resident that said they sleep better at night knowing that the Friendswood Police Department is protecting the city, and she feels the same way.

Councilmember Hanks stated Keep Friendswood Beautiful (KFB) has been busy, meetings have been held virtually, have lots of plans for Stevenson Park, working on the Fairy Trail Garden, and the Pollinator Garden. The Planning and Zoning Commission (P&Z) has continued to meet, and

Staff sent a report recapping what P&Z is doing. The virtual Memorial Day video was awesome, should submit for an award, misses doing activities together as a community, but appreciates the effort being made to keep those celebrations as part of the community even though they are being done a little differently. She congratulated Friendswood Volunteer Fire Department Emergency Medical Services (EMS) Chief Lisa Camp on receiving the Lifetime Achievement Award.

Councilmember Erenwert congratulated Friendswood Volunteer Fire Department Emergency Medical Services (EMS) Chief Lisa Camp on receiving the Lifetime Achievement Award, and the Friendswood Public Library on their impressive report on the way they have adapted services during the pandemic. It is pretty impressive all the cars that have gone through the drive-thru and all the things they are doing to stay busy.

Mayor Foreman stated this is the City of Friendswood's 125th year, and read a note from Friendswood Historian Joycina Baker to commemorate a few dates. "On February 12, 1895, the Frank Brown family came to Galveston County on a train and ended up in Alvin. The families of T.H. and A.W. Louis founded the Friendswood Colony on June 10, 1895. Nine days from today the city will be celebrating 125 years since Friendswood Colony was founded." Friendswood Colony was registered with Galveston County according to the original survey map.

Councilmembers Griffon and Scott stated they had nothing to report.

13. Consent Agenda

Consideration and possible action regarding the following:

A. Approving an interlocal agreement between the City of Friendswood and the Friendswood Independent School District for school resource officers and an agreement for school zone coverage

B. Accepting the April 2020 Property Tax Report

C. Approving the minutes of the May 4, 2020, Council Meeting

******Councilmember Scott moved to approve all items on the Consent Agenda as presented: A. Approving an interlocal agreement between the City of Friendswood and the Friendswood Independent School District for school resource officers and an agreement for school zone coverage. B. Accepting the April 2020 Property Tax Report. C. Approving the minutes of the May 4, 2020, Council Meeting.
The motion was seconded and approved unanimously.

14. CLOSED EXECUTIVE SESSION

A. Communications from the Public regarding Executive Session topics.

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

B. Council may convene into Executive Session in accordance with the Texas

Government Code, pursuant to Section 551.074: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee with possible discussion and action related thereto in open session. (Evaluations of the City Manager and City Attorney)

Council convened into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.074 – Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee (Evaluations of the City Manager and City Attorney).

15. RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with action taken later in the meeting regarding Section 551.074 – Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee (Evaluations of the City Manager and City Attorney).

With concurrence of Council, Mayor Foreman moved to Agenda Item 15B, Consideration and possible action regarding the annual review of the City Attorney.

A. Consideration and possible action regarding the annual review of the City Manager.

******Mayor Foreman moved to approve giving the City Manager a 2.75% salary increase.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 16, Adjournment.

B. Consideration and possible action regarding the annual review of the City Attorney.

******Councilmember Rockey moved to approve an amendment to the City Attorney's Employment Agreement, Section 5: Hours of Work.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 15A, Consideration and possible action regarding the annual review of the City Manager.

16. Adjournment

The meeting was adjourned at 9:05 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary