

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
SEPTEMBER 14, 2020



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, SEPTEMBER 14, 2020, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

6 PM – REGULAR MEETING

1. Call to order
2. Invocation
3. Pledge of Allegiance – United States and Texas
(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
5. WORK SESSION
 - A. Drainage Update
6. Public Hearing
To receive comments from the public, both oral and written, regarding:

- A. A zone classification change request for a 6.3951 acre tract of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, located at 801 W. Parkwood Ave., Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres).
- B. Proposed Tax Rate for Fiscal Year 2020-2021

7. 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.)

8. City Manager's Report

- A. Government Treasurers' Organization of Texas Award
- B. Hurricane Harvey Update
- C. Coronavirus Disease 2019 (COVID-19) Update

9. Communications from Committees and Special Reports

- A. Annual Report from Friendswood Downtown Economic Development Corporation President Pat McGinnis
- B. Annual Report from West Ranch Management District

10. Discussion and Possible Action

- A. Discussion and possible action regarding approving a license agreement with Jim Jamail for the installation of fencing and landscaping within the City's Right-of-Way on Sierra Madre Drive.
- B. Discussion and possible action regarding the disposition of RFQ 2020-07 Public Safety Building Expansion.
- C. Discussion and possible action regarding the disposition of RFQ 2020-08 Fire Station No. 2 Reconstruction.
- D. Discussion and possible action regarding amending the Appointment Policy for Boards, Committees, and Commissions.

- E. Discussion and possible action regarding approving the Friendswood Downtown Economic Development Corporation (FDEDC) contract with HDR Engineering, Inc., authorizing the expenditure of funds, and authorizing the FDEDC President to execute the contract.

11. Resolution

Consideration and possible action regarding the following:

- A. Resolution 2020-21: A resolution of the City Council of the City of Friendswood, Texas, approving a Purchasing Cooperative interlocal agreement with Fort Bend County, Texas.

12. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-30: Second and Final reading of an ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.
- B. Ordinance No. T2020-31: Second and Final reading of an ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.
- C. Ordinance No. T2020-33: First reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel located at 801 West Parkwood Avenue containing 6.3951 acres of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County map records and being all of a 2.009 acre homestead tract of land described in Galveston County Clerk’s File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres); 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.

- D. Ordinance No. T2020-34: First reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by repealing Article VIII. Swimming Pools, Sections 14-356 through 14-357 and adopting Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools and Spas, Sections 14-356 and 14-357; by adopting the 2018 International Swimming Pool and Spa Code (ISPSC); providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.
- E. Ordinance No. T2020-35: First and Final reading of an ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2020-2021; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.
 - 1.) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2020-2021 (Ordinance No. 2020-35), as required by Local Government Code Section 102.007 (c).
- F. Ordinance No. T2020-36: First and Final reading of an ordinance providing for the levy and collection of Ad Valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2020, and ending September 30, 2021; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.
- G. Ordinance No. T2020-37: 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 X" 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.

13. Communications from the Mayor and Councilmembers

14. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving a contract with Galveston County Health District for Water Pollution Control and Abatement Services for 2020-2021 and authorize the Mayor to execute the agreement
- B. Approving a contract award for the City's emergency notification system and authorizing the City Manager to execute the contract

- C. Approving a Memorandum of Understanding (MOU) with the Autumn Creek Homeowners Association, Friendswood Cove Homeowners Association, and Friendswood Oaks Homeowners Association memorializing each party's support for a Community Development Block Grant – Mitigation application for the proposed Blackhawk Inline and Offline Detention Basins Flood Control Project
- D. Approve the purchase of a street sweeper for the Public Works Department
- E. Approve the purchase of a dump truck for the Public Works Department
- F. Approving the disposal of three decommissioned Police vehicles through Houston Auto Auction
- G. Accepting the July 2020 Tax Report
- H. Approving the minutes of the August 3, 2020, Council Meeting

15. 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: September 14, 2020

Date submitted: 8/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Drainage Update

Originating Department: Engineering

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The September 2020 Drainage Update includes updates on the Imperial Estates Inline Detention Project, the Lower Clear Creek and Dickinson Bayou Federal Project, status of awarded Community Development Block Grants - Disaster Recovery, and the proposed Harvey Round One Community Development Block Grant - Mitigation project: the Clear Creek Inline and Offline Detention Project- Bay Area Blvd Phase I.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Staff will be providing updates on all ongoing drainage projects. The Clear Creek Inline and Offline Detention Project - Bay Area Blvd Phase I will be introduced and all comments recorded and responded to. City staff plans to pursue this project as a Harvey Round One CDBG-MIT grant application. Two MOUs are being presented for Council approval that are required for the City to pursue the grant.

RECOMMENDATIONS

Engineering staff is looking for questions and input from Council on the proposed Harvey Round One CDBG-MIT Project and recommend both the MOU for the Clear Creek Community Church and the Autumn Creek, Friendswood Cove, and Friendswood Oaks homeowners associations be approved.

ATTACHMENTS

1. Sept 2020 Drainage Update

CITY OF FRIENDSWOOD

Drainage Update

Samantha Haritos – Deputy Director of Engineering



IMPERIAL ESTATES



Imperial Estates

Construction at 55% (600 Ac-Ft)

84,000 Truckloads



Entity	Expended Funds
City of Friendswood	\$5.5 Million
Galveston County Consolidated Drainage District (GCCDD)	\$5.1 Million





Lower Clear Creek Study



Lower Clear Creek Study - Update

Meetings:

- Phone Call with Team
- July 24 Stakeholder Meeting

Next Public Meeting – October (TBD)

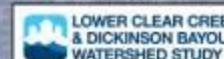
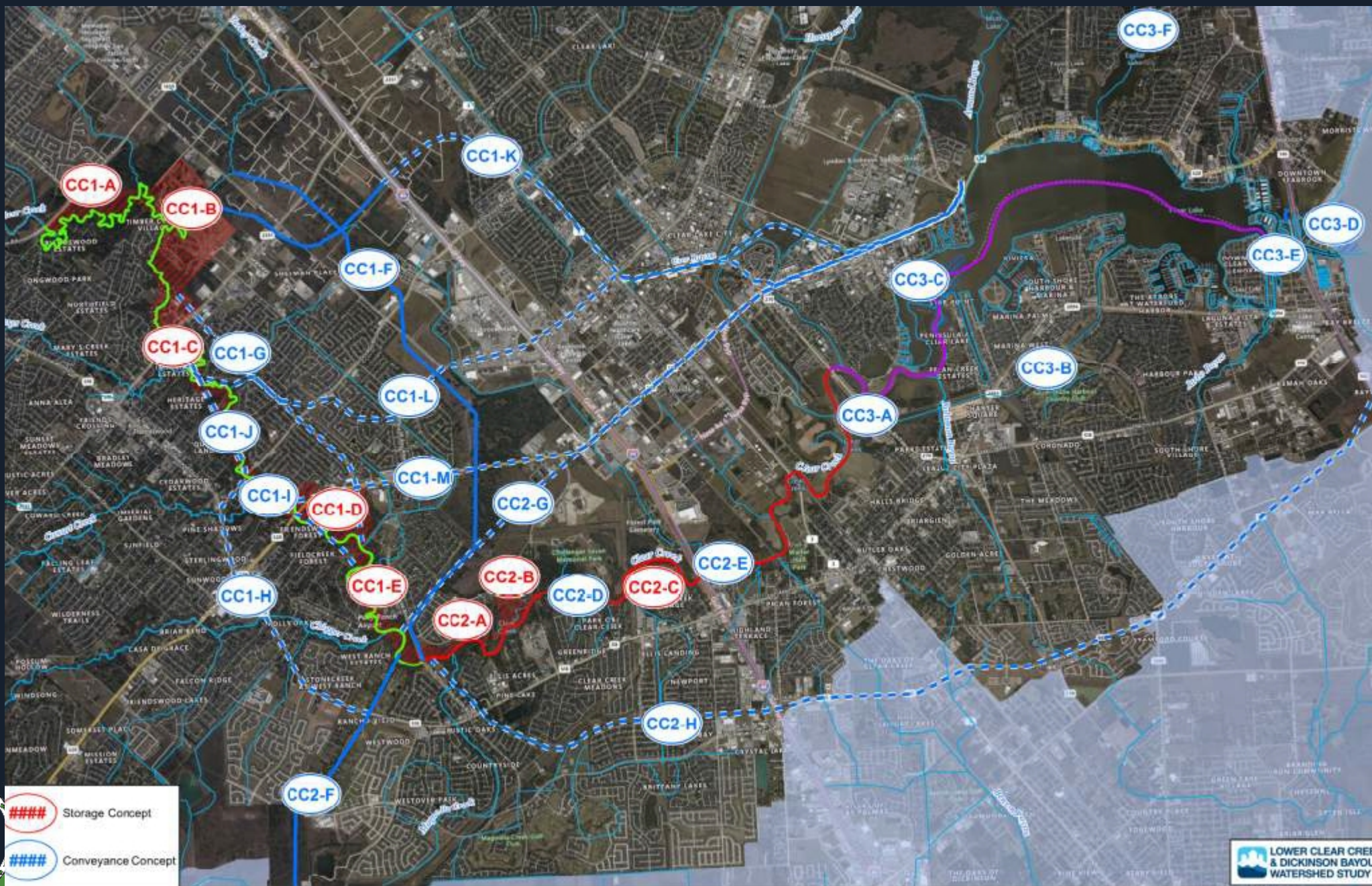
Hydraulic Model Calibration – September/October

Study Completion - February 2021

Hydrologic Technical Memo – June 2020

<https://www.leaguecity.com/3645/Lower-Clear-Creek-Dickinson-Bayou-Waters>





Factor	Land Acquisition	Community Impact/Aesthetics	O&M/Resiliency	Other Agency Coordination	Speed of Implementation	Total	Weight
Land Acquisition	-	3	2	3	1	9	22.5%
Community Impact/Aesthetics	1	-	2	3	2	8	20.0%
O&M/Resiliency	2	2	-	3	3	10	25.0%
Other Agency Coordination	1	1	1	-	1	4	10.0%
Speed of Implementation	3	2	1	3	-	9	22.5%



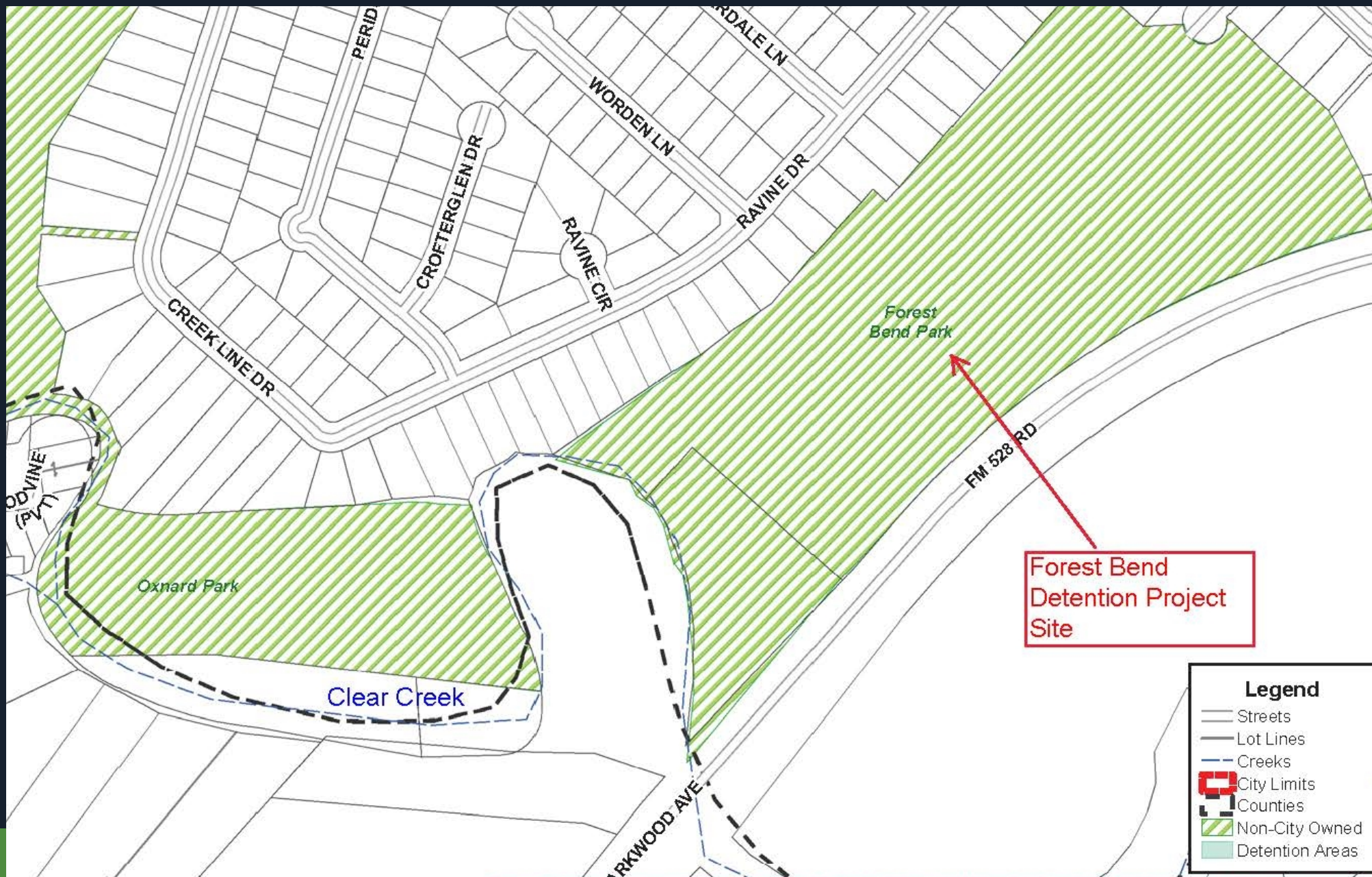
Hurricane Harvey Community Development Block Grants (CDBG – DR)



CDBG-DR Grants

Grant	Project	Grant Award	Local Contribution	Status
Forest Bend Detention (Harris County)	Forest Bend Detention	\$3,451,022	\$25,000 + Overages	Engineering Scope
Acquisition Grant (\$2,691,517)	Frenchman's Creek	\$2,691,517	\$0 + Overages	Grant Administration RFP
	Deepwood		\$0 + Overages	Grant Administration RFP
Infrastructure (\$2,762,650)	Deepwood Terracing	\$2,762,650	\$0 + Overages	Grant Awarded
	Piperack Relocation		\$0 + Overages	Grant Awarded





Forest Bend Offline Detention

RPS Group Selected as Engineering Contractor – *August 3, 2019*

Total CDBG-DR Grant: \$3,451,022; (COF Contribution \$25,000)

Engineering Costs - \$435,048; Overage (\$23,925.36)

Engineering Timeline – September to May of 2020





Acquisition Grant (Frenchman's Creek/Deepwood)

Project Kickoff with Texas General Land Office (GLO) – *June 17, 2019*

Total CDBG-DR Grant: \$2,691,517; (COF Contribution \$0)

Frenchman's Creek – 2 Townhomes

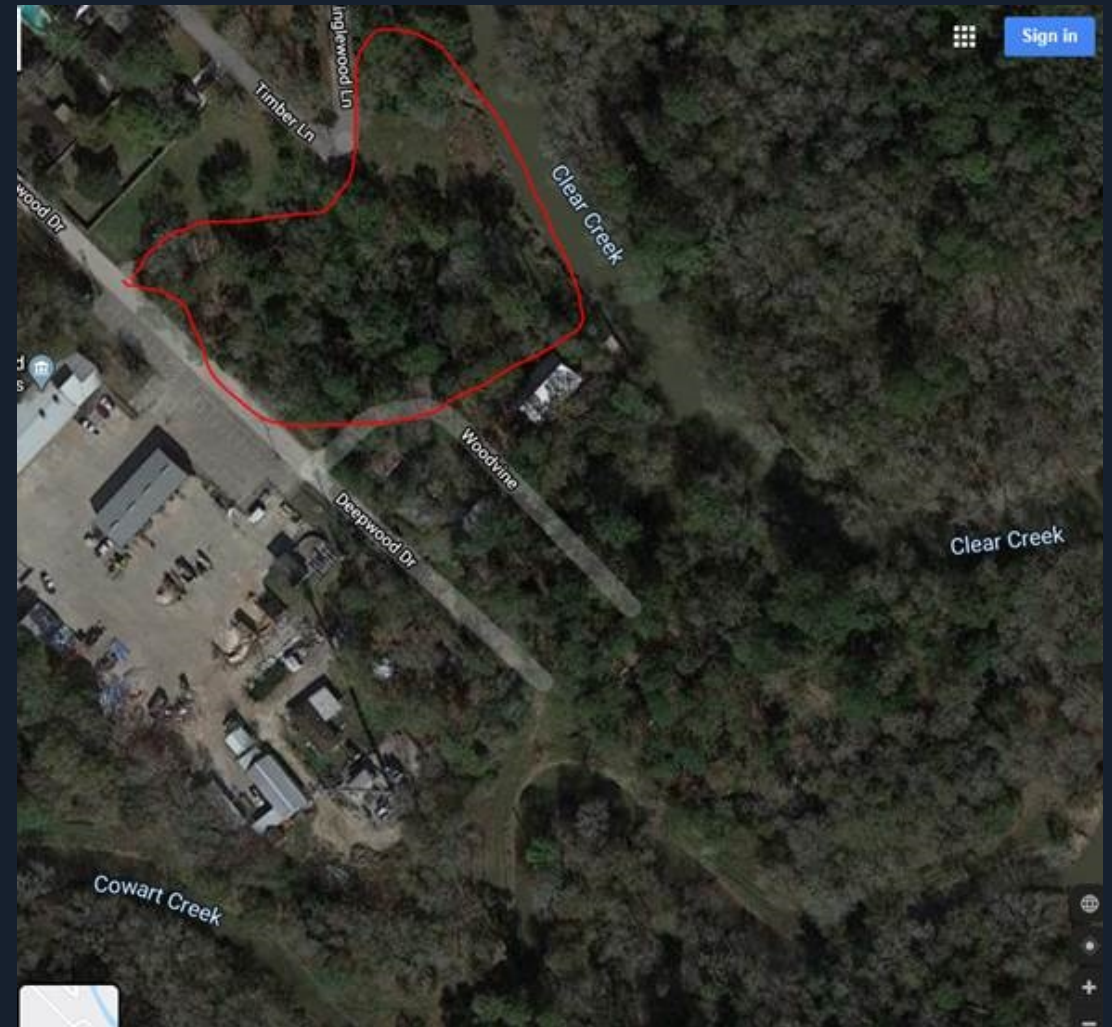
Deepwood – Demolition 11 structures; Acquisition 17 parcels

October Council – Decision on Grant Acquisition



Property Acquisition – Frenchman's Creek





Infrastructure Grant (Deepwood / Pipe Rack)

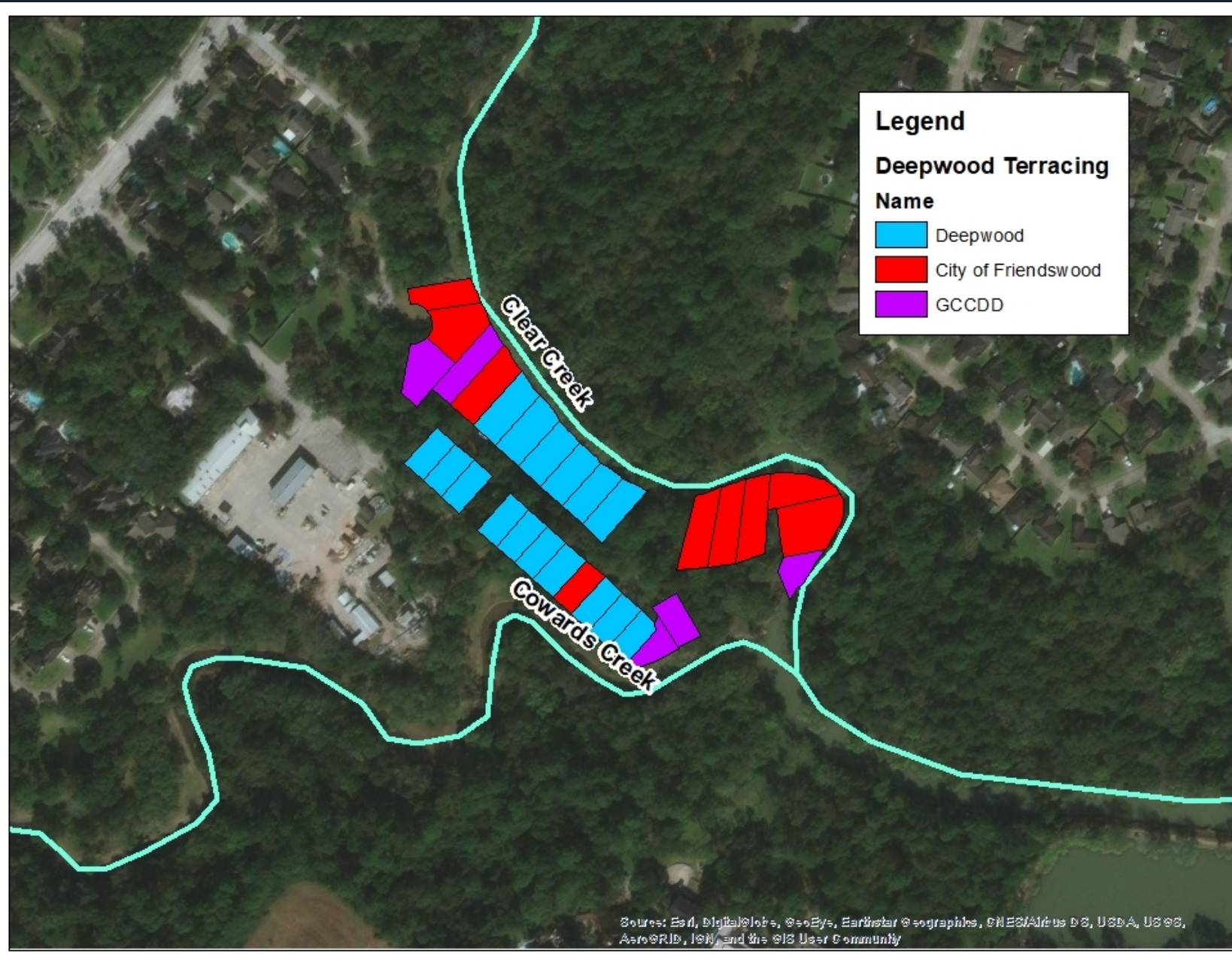
Project Kickoff with Texas General Land Office (GLO) – *June 17, 2019*

CDBG-DR Grant: \$2,762,650

Engineering Request for Qualifications (RFQ) Out Soon

Timeline: 2 years from Contract Award







Hurricane Harvey Community Development Block Grants (CDBG – MIT)



Harvey - CDBG-MIT Facts

Round 1 Deadline October 28th, 2020

Round 2 Guidelines expected out by January 2021 Earliest

Council of Government Method of Distribution (COG-MOD)
through HGAC Guidelines expected by December

Minimum Funding - \$3 Million / Maximum Funding - \$100 Million

Minimum Qualifying Score is 65 Points

Low to Moderate Income (LMI) = 51% or greater for Round 1

Can Reapply Same Project in Round 2



Harvey Round 1 CDBG-MIT Grants

Citizen Participation – Comment Period

Online PowerPoint – Website, Social Media

14 Day Comment Period

Submit all comments in writing to Engineering@friendswood.com with “CDBG-MIT” in the subject.

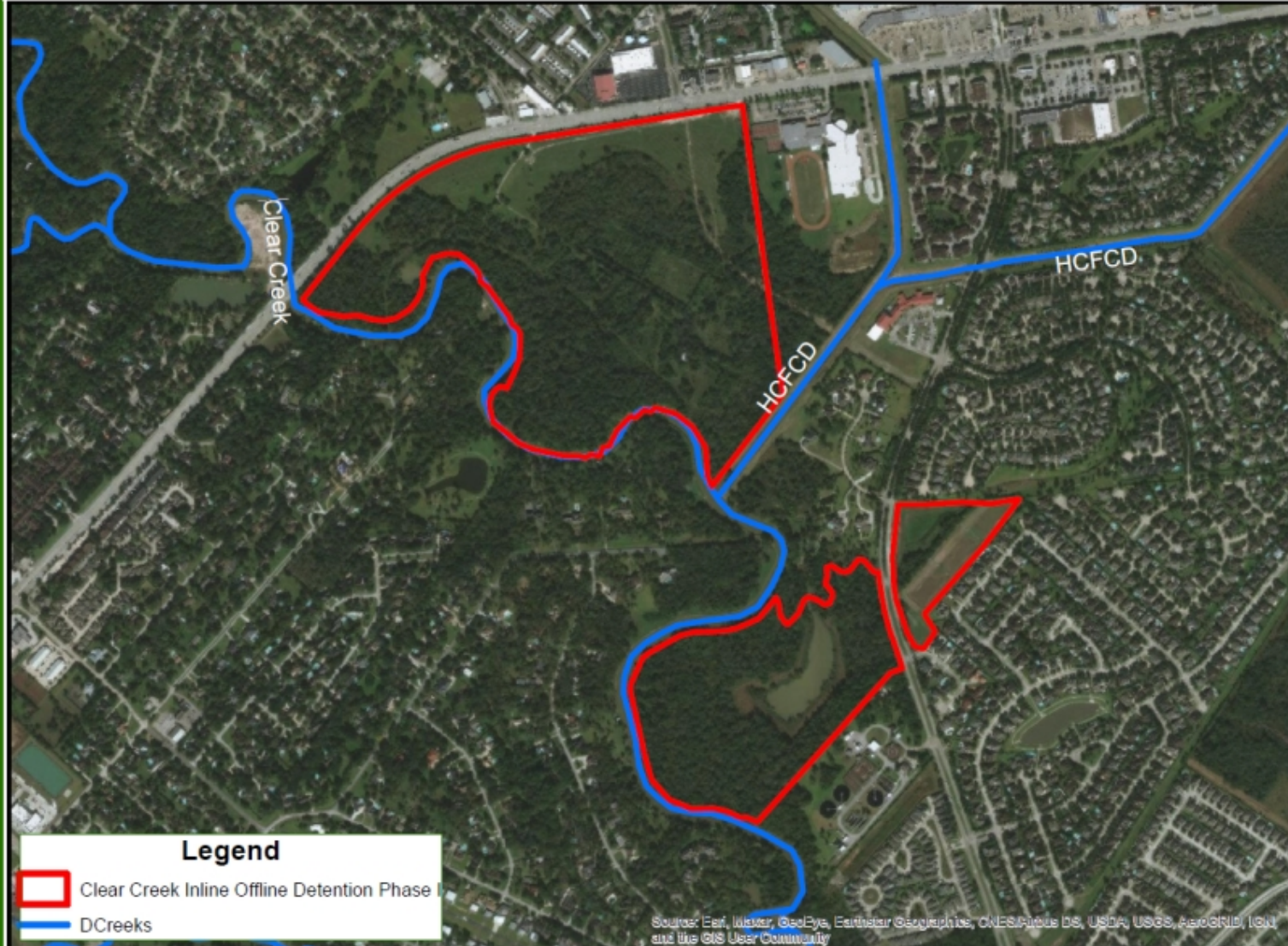
Severe risk of riverine flooding & hurricane and tropical storm impacts.



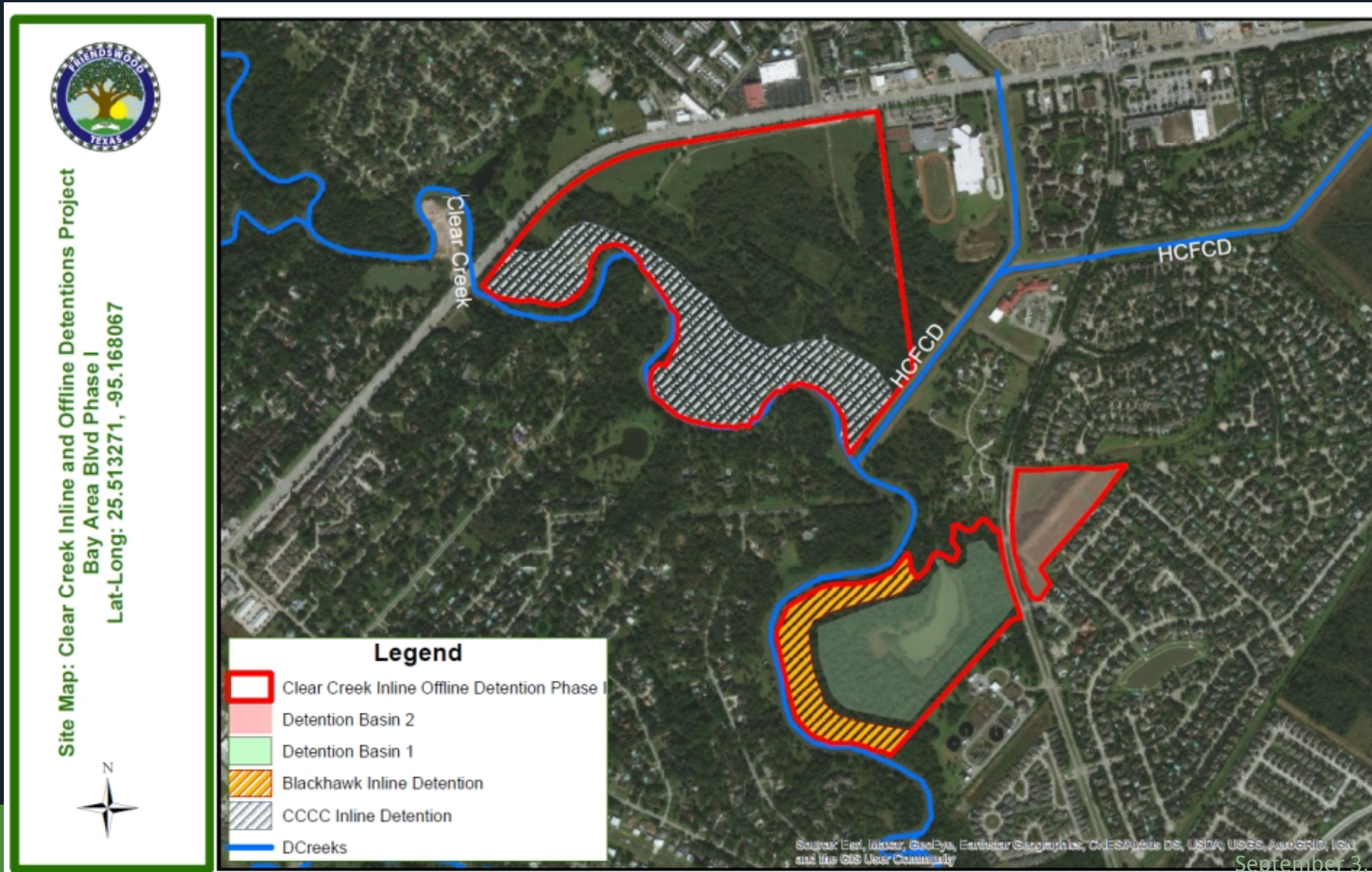
Clear Creek Inline & Offline Detention Bay Area Blvd. Phase I



Site Map: Clear Creek Inline and Offline Detentions Project
Bay Area Blvd Phase I
Lat-Long: 25.513271, -95.168067



Clear Creek Inline & Offline Detention Bay Area Blvd. Phase I



September 3, 2020



Clear Creek Inline & Offline Detention

Bay Area Blvd. Phase I

Memorandums of Understanding (MOU)

Project Component	Memorandum of Understanding	Participants
Clear Creek Community Church Inline Detention/Terracing	City Allowed to Study and Build Flood Project in Floodway	City of Friendswood Clear Creek Community Church
Blackhawk Detention Basin #2	City to Combine 3 Existing Basins and Divert Outflow to Detention Basin #1	City of Friendswood Autumn Creek HOA Friendswood Cove HOA Friendswood Oaks HOA



Clear Creek Inline & Offline Detention Bay Area Blvd. Phase I (Summary of Components)

Lat-Long: 25.513271, -95.168067

400 ft Width Inline Terracing; 2500 ft Length along the CCCC Property

200-300 ft Width Inline Terracing near Blackhawk Wastewater Treatment Plant (WWTP); 3050 ft Length

2000 ac-ft Offline Detention Basin (Detention Basin #1) to Mitigate Rise

Autumn Creek, Friendswood Cove, Friendswood Oaks Detention Ponds Combined into Detention Basin #2 (Adds additional 55,000cy)

Remove Tidal Influence: Detention Basin #1 will Route into Detention Basin#2 then into Savel Gully via a Large Outlet and Spillway.

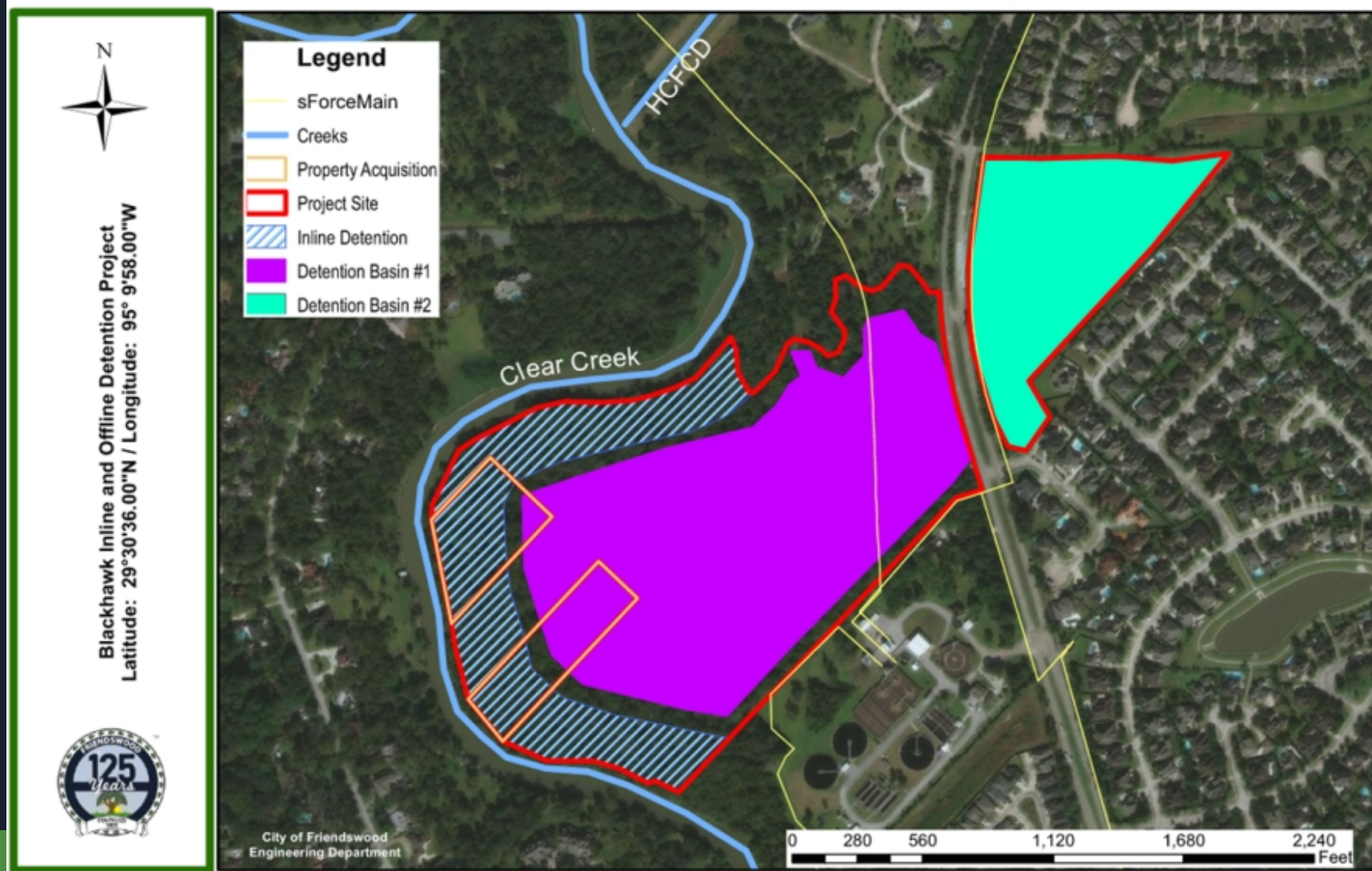
Small Amount of Flow from Detention #2 to Continue Flowing through Savel Gully



Clear Creek Inline & Offline Detention Bay Area Blvd. Phase I – CCCC Terracing Component



Clear Creek Inline & Offline Detention Bay Area Blvd. Phase I – Blackhawk Component



Clear Creek Inline & Offline Detention

Bay Area Blvd. Phase I (Cost)

Costs	Dollar Amount (USD)
Construction	\$67,699,200
Engineering (10%)	\$6,769,920
Project Delivery (6%)	\$4,468,147
Net Cost	\$78,937,267
Local Match (1%)	\$789,373
Total CDBG-MIT Grant	\$78,147,895



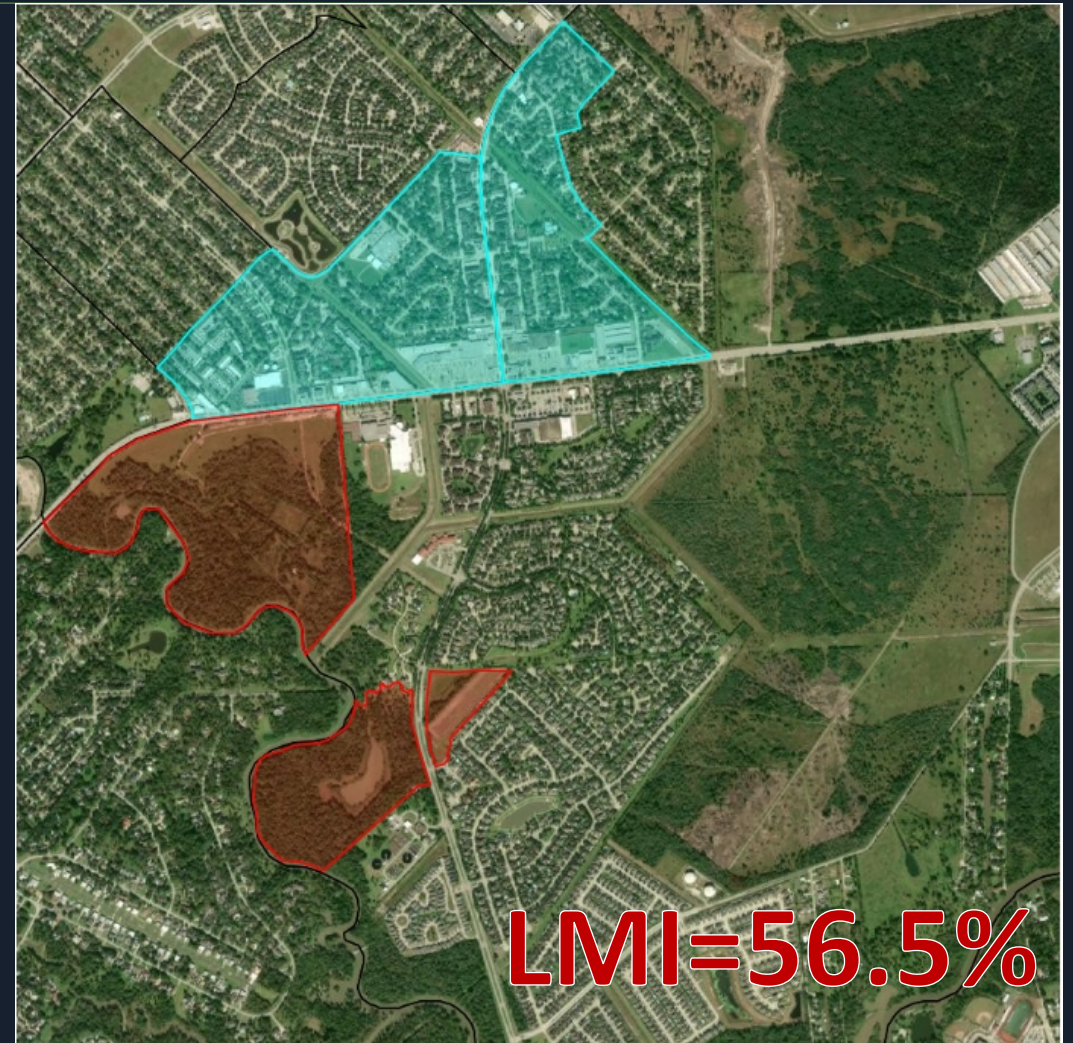
Clear Creek Inline & Offline Detention

Bay Area Blvd. Phase I (Beneficiaries)

Project Principally Benefits
Low-to-Moderate Income
(LMI) Persons

Census Tract 3508.01
Block Group 1

Census Tract 3508.02
Block Group 2.



Questions?

Engineering@friendswood.com



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 14, 2020

Date submitted: 7/21/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: A zone classification change request for a 6.3951 acre tract of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, located at 801 W. Parkwood Ave., Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres).

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning on this tract from Single Family Residential (SFR) to Community Shopping Center (CSC) and Office Park District (OPD) for future commercial development.

This property fronts FM 528 and is located between another commercial development and Chigger Creek.

The rear of the tract would be zoned OPD to allow for less intense uses that are closer to the residential properties that are adjacent to the subject property. Additionally, it is the intent of the developer to place the detention pond at the back of the property to also serve as a buffer.

A letter was received from legal counsel on behalf of the Hunters Creek HOA opposing the zone change request, and is included in the attachments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Vision 2020 plan determined that a balance of 80 percent residential zoning would need to be supported by 20 percent commercial zoning. That plan also identified the need for more retail and office zoning, rather than industrial zoning.

The FM 528 Strategy Final Report states, "The FM 528 Corridor provides more opportunities for future commercial development, particularly for retail businesses, than any other place in the City. Retail businesses' preferred location is usually influenced by high traffic areas, corner sites, pedestrian foot traffic, neighboring retailers nearby, and community demographics."

RECOMMENDATIONS

The Planning and Zoning Commission voted 4 to 1 (Commissioner Clark opposed; Commissioners Hinckley and Perry were absent) to approve the zone change request referenced above. The recommendation memo is included in the attachments.

ATTACHMENTS

1. 801 W Parkwood Ave Application
2. 801 W Parkwood Ave Deed
3. 801 W Parkwood Ave metes and bounds
4. 801 W Parkwood Ave Rezoning Exhibit
5. 801 W Parkwood Ave Aerial Map
6. 801 W Parkwood Ave Location Map
7. 801 W Parkwood Ave Zoning Map
8. 801 W Parkwood Ave Future Land Use Map
9. 801 W Parkwood Ave Rezoning Report
10. 801 W Parkwood Ave PZ Rec Memo
11. Public Comment - Counsel ltr for Hunters Creek HOA



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Single Family Residential

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: CSC & OPD☐ Specific Use Permit Option 1☐ Planned Unit Development Option 1☐ Specific Use Permit Option 2☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 801 W. Parkwood Ave

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Manison Family Living Trust Phone: 713-882-4655Owner's Mailing Address: 105 Hunters Lane, Ste 108ACity: Friendswood State: TX Zip: 77546 Fax: _____Owner's Email Address: ruthann@prince-properties.comAGENT'S NAME: Kelly Best Phone: 713-510-9411Agent's Mailing Address: 11700 Katy Freeway, Suite 800City: Houston State: TX Zip: 77079 Fax: _____Agent's Email Address: kelly.best@kimley-horn.com

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

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

Owner's Signature: *Ruth Ann Manison, Successor Trustee* Date: 07/09/2020Agent's Signature: *Kelly Best* Date: 07/19/2020

Received By: *Becky Binnitt*
 Date of Public Hearing: 8-13 + 9-7
 Property Owner Notices: 7-31

Application Number: 2020-0029
 Received Date: 7-10-2020
 Newspaper Notice: 7-20
 Sign on Property: 7-31

Submittal Requirements for Zone Change Applications

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

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

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

☐ Current Deed of Record

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

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Rex Clawson, Trustee, of Harris County, Texas, hereinafter called Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor paid by Thomas A. Manison, hereinafter called Grantee, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Grantee, of Galveston County, Texas, all that certain tract or parcel of land situated in Galveston County, Texas, described as follows:

Part of the Northwest 1/2 of Lots 2 and 3 of the Whitney Subdivision, a subdivision of a portion of the Sarah McKissick or J. R. Williams League, in Galveston County, Texas, and being more particularly described by metes and bounds as follows: BEGINNING at a point in the Southwest line of said Lot 3, which point is North 45 deg. West, a distance of 625.05 feet from the South corner of said Lot 3; THENCE from said beginning point North 45 deg. West, along the Southwest line of said Lot 3, a distance of 625.05 feet to a point in the Southeast right of way line of Farm Road 528; THENCE North 45 deg. East, along the Southeast right of way line of said FM 528, a distance of 1327 feet to a point for corner in the Northeast line of said Lot 2; THENCE South 45 deg. East, along the Northeast line of said Lot 2, a distance of 625.05 feet to a point for corner; THENCE South 45 deg. West and parallel to the Southeast line of said Lots 2 and 3, a distance of 1327 feet to the place of beginning; said land being the same land conveyed to Rex Clawson, Trustee, by deed dated the 12th day of April, 1971;

and all of which said land was purchased by the undersigned as Trustee solely for the use and benefit of the said Thomas A. Manison, Grantor herein; to have and to hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs and assigns forever; and I do hereby in my capacity as Trustee, and not individually, agree to warrant and forever defend all and singular, the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 12th day of June, 1971.

Rex Clawson
REX CLAWSON, Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Rex Clawson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of May, 1971.

How A. Shelton (How A. N. Shelton)
Notary Public in and for
Harris County, Texas

2

NA 16 14623-09-00073

AFFIDAVIT OF HEIRSHIP

STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS.

BEFORE ME, the undersigned authority, on this day personally appeared Brad Wolfe ("Affiant") who, being first duly sworn upon his oath states:

1 "My name is Brad Wolfe, and I live at 404 Stonewall, League City, Texas 77573 I am personally familiar with the family and marital history of Thomas Arthur Manison ("Decedent"), and I have personal knowledge of the facts stated in this affidavit.

2. I knew Decedent from May, 1970 until September, 2000. Decedent died on September 3, 2000. Decedent's place of death was at his residence. At the time of Decedent's death, Decedent's residence was 401 W. Parkwood Drive n/k/a 801 W Parkwood Drive, Friendswood, Galveston County, Texas

3 Decedent's marital history was as follows: Decedent married one time Decedent married Marjorie J Robinson Manison on November 26, 1961 and remained married to her until Decedent's death on September 3, 2000

4. Decedent and Marjorie J Robinson Manison had the following three children. Ruth Ann Manison Prince, Karen Sue Manison Daly and Thomas Arthur Manison, Jr (deceased).

5 Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children

6 The following persons have knowledge regarding the Decedent, the identity of Decedent's children, if any, parents, or siblings, if any

7 The Decedent died without leaving a written will.

8 There has been no administration of Decedent's estate.

9. The Decedent left no debts that are unpaid.

10. There are no unpaid estate or inheritance taxes due

11 Decedent owned an interest in the following real property

Lot 10, Block 1, Replat of Annalea, Section One, a subdivision in Galveston County, Texas, according to the map recorded in Volume 1616, Page 21, Map/Plat Records, Galveston County, Texas

12 The following were the heirs of Decedent Marjorie Robinson Manison



2 PGS

200901779

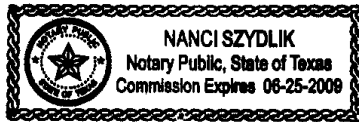
13 Affiant makes this Affidavit with full knowledge that it will be relied upon by others as to the truth of the matters stated herein "

Executed this 18th day of March, 2009

Brad Wolfe
Brad Wolfe

STATE OF TEXAS §
COUNTY OF Galveston §

SUBSCRIBED AND SWORN TO BEFORE ME by Brad Wolfe, on March 18, 2009, to certify which witness my hand and seal of office.



Nanci Szydluk
NOTARY PUBLIC, STATE OF TEXAS
Nanci Szydluk
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES

06-25-2009

Return To:
North American Title Company
230 Westway Place, Suite 111
Arlington, TX 76018

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2009017779

April 03, 2009 10 17 56 AM

FEE \$20 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

AFFIDAVIT OF HEIRSHIP – Page 2
Dallas_1\5346227\1
27011-26 3/16/2009

2
HALL 14623-09-00073

AFFIDAVIT OF HEIRSHIP

STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, on this day personally appeared Leonor Olivares ("Affiant") who, being first duly sworn upon her oath states

1. "My name is Leonor Olivares, and I live at 206 Rachael Lane, Friendswood, Texas. I am personally familiar with the family and marital history of Thomas Arthur Manison ("Decedent"), and I have personal knowledge of the facts stated in this affidavit

2 I knew Decedent from May, 1972 until _____, _____
Decedent died on September 3, 2000. Decedent's place of death was at his residence. At the time of Decedent's death, Decedent's residence was 401 W Parkwood Drive n/k/a 801 W Parkwood Drive, Friendswood, Galveston County, Texas

3 Decedent's marital history was as follows. Decedent married one time. Decedent married Marjorie J. Robinson Manison on November 26, 1961 and remained married to her until Decedent's death on September 3, 2000

4 Decedent and Marjorie J. Robinson Manison had the following three children: Ruth Ann Manison Prince, Karen Sue Manison Daly and Thomas Arthur Manison, Jr (deceased)

5 Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children.

6 The following persons have knowledge regarding the Decedent, the identity of Decedent's children, if any, parents, or siblings, if any _____

7 The Decedent died without leaving a written will

8 There has been no administration of Decedent's estate

9 The Decedent left no debts that are unpaid

10 There are no unpaid estate or inheritance taxes due

11 Decedent owned an interest in the following real property

Lot 10, Block 1, Replat of Annalea, Section One, a subdivision in Galveston County, Texas, according to the map recorded in Volume 1616, Page 21, Map/Plat Records, Galveston County, Texas

12 The following were the heirs of Decedent: Marjorie Robinson Manison.



2 PGS

2009017780

13 Affiant makes this Affidavit with full knowledge that it will be relied upon by others as to the truth of the matters stated herein "

Executed this 24 day of March, 2009

Leonor P Olivares
Leonor Olivares

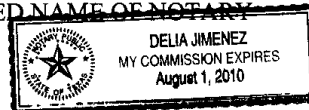
STATE OF TEXAS §
COUNTY OF Harris §
§

SUBSCRIBED AND SWORN TO BEFORE ME by Leonor Olivares, on 03 24 09, 2009, to certify which witness my hand and seal of office

Delia Jimenez
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES

PRINTED NAME OF NOTARY



Return To:
North American Title Company
230 Westway Place, Suite 111
Arlington, TX 76018

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2009017780

April 03, 2009 10 17 56 AM

FEE \$20 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

AFFIDAVIT OF HEIRSHIP – Page 2
Dallas_1\5346214\1
27011-26 3/16/2009

**6.3951 acres of land in the Sarah McKissick League, Abstract No. 151,
City of Friendswood, Galveston County, Texas**

A FIELD NOTE DESCRIPTION of a 6.3951 acre (278,570 square feet) tract of land in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 6.3951 acre tract being the remainder of a 19 acre tract of land being the northwest 1/2 of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records, conveyed to Thomas A. Manison, as recorded in Volume 2183, Page 390 of the Galveston County Deed Records and being all of a 2.009 acre Homestead tract of land described in Galveston County Clerk's File No. 8204830; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the southeast right-of-way line of F.M. 528 (Parkwood Avenue) (width varies), as recorded in Galveston County Clerk's File No. 9128468 and in the northeast line of Replat of Fox Meadows Section One, according to the map or plat recorded in Plat Rec. 15, Map No. 12 of the Galveston County Map Records for the west corner of a 1.6875 acre tract of land conveyed to Clear Creek Drainage District of Galveston County, as recorded in Galveston County Clerk's File No. 9141431;

THENCE, North 41° 40' 25" East – 162.05 feet with the southeast right-of-way line of said F.M. 528 and with the northwest line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of said 1.6875 acre tract and for the west corner and POINT OF BEGINNING of this tract; from which a 5/8-inch iron rod found bears South 77° 11' 09" West – 1.55 feet;

THENCE, North 41° 40' 25" East - 222.16 feet with the southeast right-of-way line of said F.M. 528 to a 5/8-inch iron rod with cap stamped "TEAM" set for the beginning of a non-tangent curve to the right;

THENCE, in a northeasterly direction with the southeast right-of-way line of said F.M. 528 and with said curve to the right having a radius of 22,843.31 feet, a central angle of 00° 44' 31", a length of 295.86 feet, and a chord bearing North 42° 01' 21" East - 295.86 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the west corner of Lot 1, Block 1, South Friendswood Plaza, according to the map or plat recorded in Plat Rec. 2005A, Map No. 107 of the Galveston County Map Records for the north corner of this tract; from which a 5/8-inch iron rod spinner bears South 66° 48' 15" West – 5.85 feet; also from which a 5/8-inch iron rod spinner found bears North 12° 45' 33" West – 3.32 feet;

THENCE, South 48° 16' 47" East - 49.10 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap found for angle point of said Lot 1 and for an angle point of this tract;

THENCE, South 69° 17' 24" East - 124.99 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said Lot 1 and for an east corner of this tract;

THENCE, South 41° 41' 10" West - 10.36 feet with a northwest line of said Lot 1 to a 5/8-inch iron rod found for a southwest corner of said Lot 1, for a north corner of said 2.009 acre tract and for an interior corner of this tract;

THENCE, South 83° 10' 45" East - 72.27 feet with a southwest line of said Lot 1 and with the northeast line of said 2.009 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an angle point of said Lot 1, for an angle point of said 2.009 acre tract and for an angle point of this tract;

THENCE, South 47° 11' 12" East – 267.40 feet with the southwest line of said Lot 1, with a southwest line of Hunters Creek Estates Private, according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records and with the northeast line of said 2.009 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of Lot 24, Block 2, of said Hunters Creek Estates Private, for the east corner of said 2.009 acre tract and for the east corner of this tract;

THENCE, South 41° 39' 13" West – 297.95 feet with the northwest line of Block 2 of said Hunters Creek Estates Private and with the southeast line of said 2.009 acre tract to a 5/8-inch iron rod found for an angle point of said Block 2, for the south corner of said 2.009 acre tract, and for an angle point of this tract;

THENCE, South 49° 21' 02" West – 282.29 feet with the northwest line of said Block 2 to a 5/8-inch iron rod found for the east corner of said 1.6875 acre tract and for the south corner of this tract;

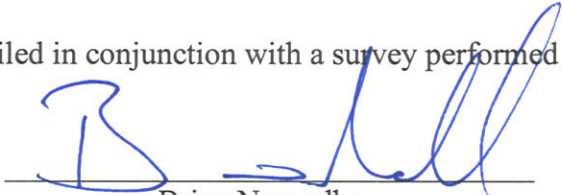
THENCE, in a northwesterly direction with the northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,993.83 feet, a central angle of 06° 27' 50", a length of 337.75 feet, and a chord bearing North 53° 56' 16" West - 337.57 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said 1.6875 acre tract and for a west corner of this tract;

THENCE, North 39° 17' 39" East - 25.00 feet with a southeast line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an east corner of said 1.6875 acre tract and for an interior corner of this tract;

THENCE, in a northwesterly direction with a northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,968.83 feet, a central angle of 02° 18' 37", a length of 119.71 feet, and a chord bearing North 49° 33' 03" West - 119.70 feet to the POINT OF BEGINNING and containing 6.3951 acres (278,570 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 487-32
W:\487-32_TRACT.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



LINE	BEARING	DISTANCE
L1	S 48°16'47" E	49.10'
L2	S 41°14'10" W	10.36'
L3	S 83°10'45" E	72.27'
L4	N 39°17'39" E	25.00'

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NOS CONTINUOUSLY OPERATING REFERENCE STATIONS.
- 2.) THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. DEED INFORMATION SHOWN HEREON WAS RESEARCHED AND PROVIDED BY TITLE HOUSTON HOLDINGS COMPANY.
- 3.) THE CERTIFICATE SHOWN HEREON IS VALID ONLY IF THIS DOCUMENT CONTAINS AN ORIGINAL STAMPED OR IMPRESSION SEAL AND SIGNATURE OF THE SURVEYOR. SAID CERTIFICATION SHALL NOT APPLY TO ANY COPIES OR ALTERED ORIGINALS.
- 4.) THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE "COMMITMENT FOR TITLE INSURANCE" ISSUED BY TITLE HOUSTON HOLDINGS COMPANY ON MAY 20, 2020, EFFECTIVELY DATED MAY 7, 2020, G.F. NO. TH20205497-H, AND IS RELIED UPON FOR PURPOSES THEREOF.
- 5.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48167-C-0014 G EFFECTIVELY DATED AUGUST 15, 2019, THIS PROPERTY LIES PARTIALLY ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, PARTIALLY IN SHADED ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, AND PARTIALLY IN ZONE "AE", SPECIAL FLOOD HAZARD AREAS INUNDED BY THE 1% ANNUAL CHANCE FLOOD EVENT WITH BASE FLOOD ELEVATIONS DETERMINED.
- 6.) A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS SURVEY.
- 7.) ALL RODS SET ARE 5/8" IRON RODS WITH CAPS STAMPED: T.E.A.M. - 281-491-2525.
- 8.) THIS TRACT OF LAND WAS SURVEYED IN THE FIELD ON JUNE 19, 2020. ANY CHANGES MADE AFTER THIS DATE ARE NOT SHOWN HEREON.
- 9.) ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN HEREON. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE SHOWN PER RECORD DRAWINGS AND ABOVE GROUND EVIDENCE; SIZES, DEPTHS, AND LOCATIONS MAY VARY. FOR THE LOCATION OF ANY ADDITIONAL UTILITIES THAT MAY EXIST, PLEASE CALL THE "TEXAS ONE CALL" LOCATING SERVICE.
- 10.) THERE ARE NO PAINTED PARKING STRIPES ON THIS SITE.
- 11.) THIS SITE LIES WITHIN CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS JURISDICTION THAT HAS ZONING. THIS SITE LIES IN THE SINGLE-FAMILY RESIDENTIAL DWELLING DISTRICT.
- 12.) AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK AND/OR BUILDING CONSTRUCTION ON THE SUBJECT TRACT.

TITLE HOUSTON HOLDINGS COMPANY			
G.F. NO.: TH20205497-H	EFFECTIVE: MAY 7, 2020 ISSUED: MAY 20, 2020		
SCHEDULE "B" ITEM NO.	RECORDING INFORMATION	DESCRIPTION	ENCUMBRANCE
10 b.	VOL. 321, PG. 492; G.C.D.R.	WHITE OIL COMPANY PIPELINE EASEMENT	BLANKET EASEMENT (AFFECTS TRACT) (NO VISIBLE EVIDENCE OF PIPELINES WAS FOUND ON THIS TRACT)
10 c.	VOL. 599, PG. 340; G.C.D.R.	TEXAS PIPELINE COMPANY EASEMENT	DOES NOT APPEAR TO AFFECT (NO VISIBLE EVIDENCE OF PIPELINES WAS FOUND ON THIS TRACT)
10 d.	VOL. 1431, PG. 594; G.C.D.R. VOL. 1507, PG. 169; G.C.D.R.	R.O.W. EASEMENT	R.O.W. NOT DEFINED (AFFECTS TRACT)
10 e.	VOL. 1783, PG. 750; G.C.D.R.	HUMBLE PIPELINE COMPANY EASEMENT	DOES NOT AFFECT EASEMENT (SOUTH OF SITE)
10 f.	VOL. 1805, PG. 176; G.C.D.R.	HUMBLE PIPELINE COMPANY EASEMENT	DOES NOT AFFECT (SOUTHEAST OF SITE)
10 g.	VOL. 2613, PG. 810; G.C.D.R.	10' SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT	AS SHOWN

REPLAT OF FOX MEADOWS SECTION ONE
(PLAT REC. 15, MAP NO. 12; G.C.M.R.)

REGENCY COURT
(60' R.O.W.)
(PLAT REC. 17, MAP NO. 87; G.C.M.R.)

REGENCY ESTATES SECTION TWO
(PLAT REC. 17, MAP NO. 87; G.C.M.R.)

WINDSOR DRIVE
(60' R.O.W.)
(PLAT REC. 15, MAP NO. 18; G.C.M.R.)

REGENCY ESTATES SECTION IV
(PLAT REC. 15, MAP NO. 18; G.C.M.R.)

F.M. 528
(PARKWOOD AVENUE)
(G.C.C.F. NO. 9128468)

SOUTH FRIENDSWOOD PLAZA
(PLAT REC. 2005A, MAP NO. 107; G.C.M.R.)

SARAH McKISSICK LEAGUE
ABSTRACT NO. 151

HUNTERS CREEK ESTATES PRIVATE
(PLAT REC. 2009A, MAP NO. 11; G.C.M.R.)

HUNTERS CREEK ESTATES PRIVATE
(PLAT REC. 2009A, MAP NO. 11; G.C.M.R.)

HUNTERS TRAIL
(60' PRIVATE R.O.W.)
(PLAT REC. 2009A, MAP NO. 11; G.C.M.R.)

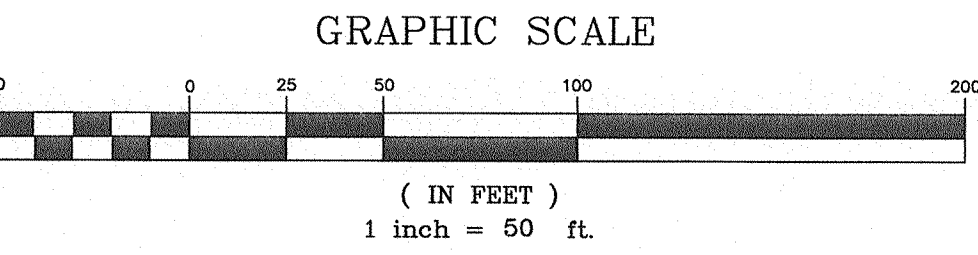
6.3951 ACRES
(278,570 SQ. FT.)

THOMAS A. MANISON
REMAINDER OF 19 ACRES
(VOL. 2183, PG. 390; G.C.D.R.)

WHITNEY SUBDIVISION
(PLAT REC. 5, MAP NO. 8; G.C.M.R.)

CHIGGER CREEK
(G.C.C.F. NO. 914143)

DRAINAGE R.O.W.
(VARYING WIDTH)
(PLAT REC. 2009A, MAP NO. 11; G.C.M.R.)



LEGEND	
A/C	AIR CONDITIONER
BC	BRICK CULMIN
BL	BOLLARD
BDV	BLOW OFF VALVE
BWF	BARBED WIRE FENCE
CBW	CINDER BLOCK WALL
CLF	CHAIN LINK FENCE
CLS	CRUSHED LIMESTONE
CD	CLEAN CUT
CONC	CONCRETE
CP	CABLE PEDESTAL
DG	DOWN GUY
DYS	DASHED YELLOW STRIPE
EB	ELECTRIC BOX
ELEC	ELECTRIC
FF	FINISHED FLOOR
FH	HYDRANT
FL	FLOW LINE
FND	FOUND
G	GUTTER
GI	GRATE INLET
GM	GAS METER
GP	GATE POST
GV	GAS VALVE
G.C.C.F.	GALVESTON COUNTY CLERK'S FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
HWF	HOG WIRE FENCE
IP	IRON PIPE
IR	IRON ROD
LS	LIGHT STANDARD
MB	MAILBOX
MH	MANHOLE
-P-	OVERHEAD POWER LINE
PF	PIN FLAG
PLM	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PP	POWER POLE
PS	PEBBLE STONE
RCP	REINFORCED CONCRETE PIPE
REC	RECORD
R.O.W.	RIGHT OF WAY
SAN	SANITARY
SQ. FT.	SQUARE FEET
STLT	STREET LIGHT
STM	STORM
SWS	SOLID WHITE STRIPE
SWSB	SOUTHWESTERN BELL TELEPHONE
TBM	TEMPORARY BENCHMARK
TC	TOP OF CURB
TGV	TOP OF GRADE
TDV	TOP OF VALVE
TSPB	TRAFFIC SIGNAL PULL BOX
TRANS	TRANSFORMER
TV	TOP OF VERTICAL
VERT	VACUUM RELEASE VALVE
VRV	WITH
W/F	WOOD FENCE
WF	WATER FAUCET
WLF	WROUGHT IRON FENCE
WM	WATER METER
WV	WATER VALVE
(NFV)	NOT FIELD VERIFIED

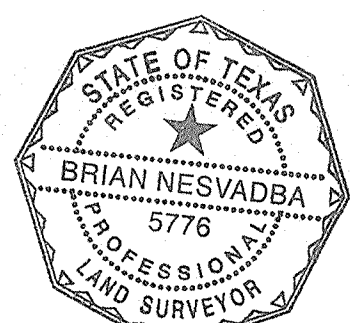
BENCHMARK:
HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010095 IS A METAL ROD STAMPED "HCCSD 54 1988" LOCATED IN GRASS LAWN AT THE NORTHWEST CORNER OF THE PARKING LOT OF THE CLEAR CREEK DRAINAGE DISTRICT OFFICE AT 1301 PARKWOOD (FM 528) IN THE CLEAR CREEK WATERSHED, KEY MAP NO. 656 M. ELEVATION = 29.43' (NAVD 1988, 2001 ADJUSTMENT)

TBM A:
TYPED DISK W/ HOLE PUNCH FOUND AT THE INTERSECTION OF W. PARKWOOD AVENUE (FM 528) AND WINDSOR DRIVE, AS SHOWN. ELEVATION = 23.82'

TBM B:
BOX CUT X ON CURB NORTH OF SITE, AS SHOWN. ELEVATION = 25.71'

To: Manison Family Living Trust,
Virgata Property Company, a Texas limited liability company;
Title Houston Holdings Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 "Minimum Standards and Detail Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes items 1,2,3,4,5,6(a),7(b)(1),8,11,13,14,16, & 20 of Table A thereof. The field work was completed on June 19, 2020.



Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

TEXAS ENGINEERING AND MAPPING CO.
12718 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: 281.491.2525 FAX: 281.491.2555
www.team-civil.com
Surveying Firm No. 10119000 / Engineering Firm No. F-2906

ALTA / NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
OF
A 6.3951 ACRE (278,570 SQ. FT.) TRACT OF LAND OUT OF LOTS 2 & 3, WHITNEY SUBDIVISION, (PLAT REC. 5, MAP NO. 8; G.C.M.R.) IN THE SARAH McKISSICK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

CREW: RL	DRAWN BY: RCA	CALC. BY: BSN	CK.BY: BSN
DATE: 6/26/20	SCALE: 1"=50'	KEY MAP: 657 L	JOB NO.: 487-32

VIRGATA-PARKWOOD
REZONING EXHIBIT
7/1/2020

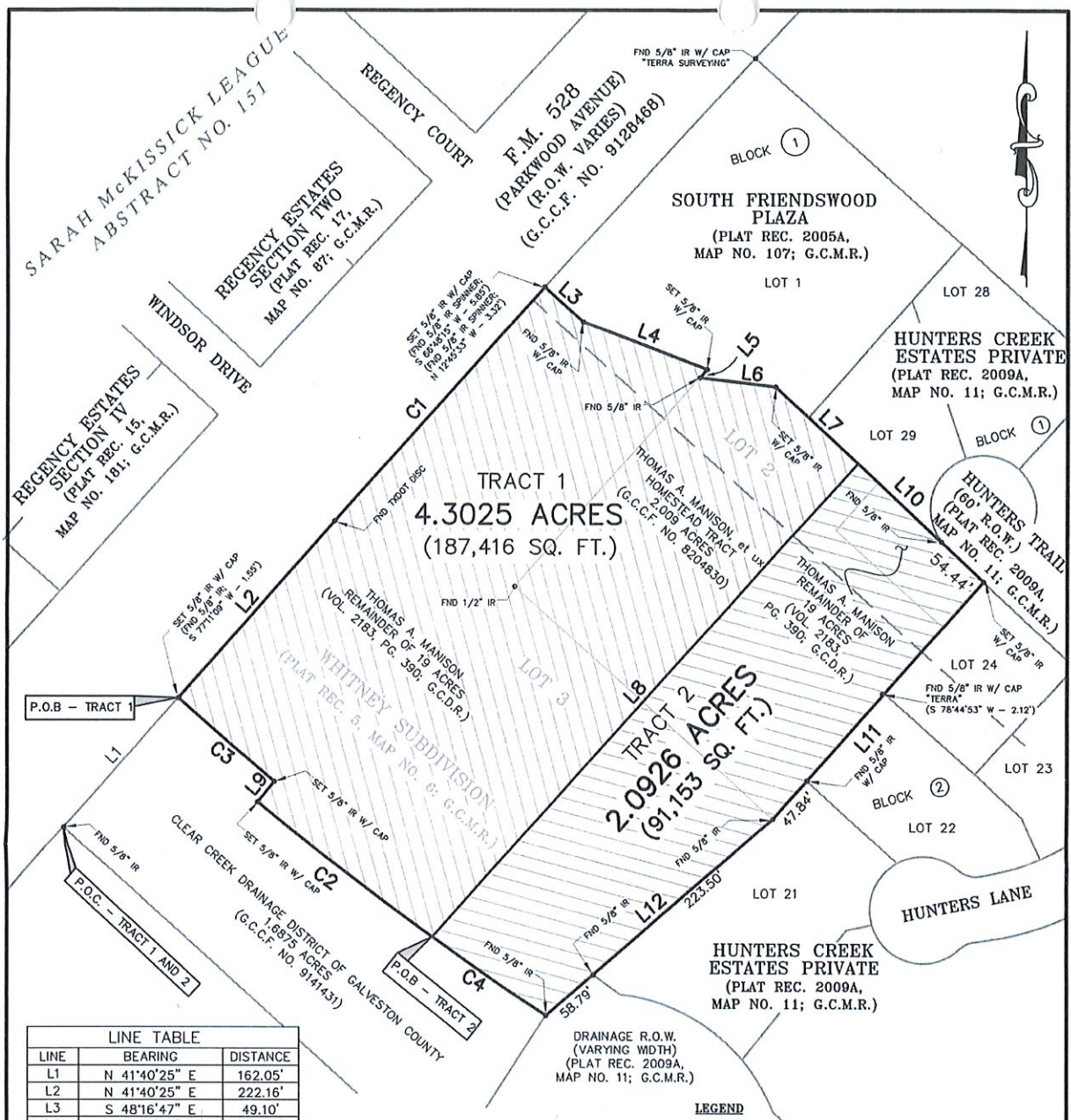
Kimley»Horn



GRAPHIC SCALE
0 20 40 FEET

LEGEND
PROPOSED C-2 ZONING DESIGNATION
PROPOSED C-2 ZONING DESIGNATION
PROPOSED C-2 ZONING DESIGNATION





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 41°40'25" E	162.05'
L2	N 41°40'25" E	222.16'
L3	S 48°16'47" E	49.10'
L4	S 69°17'24" E	124.99'
L5	S 41°41'10" W	10.36'
L6	S 83°10'45" E	72.27'
L7	S 47°11'12" E	105.29'
L8	S 42°07'10" W	598.18'
L9	N 39°17'39" E	25.00'
L10	S 47°11'12" E	162.11'
L11	S 41°39'13" W	297.95'
L12	S 49°21'02" W	282.29'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°44'31"	22,843.31'	295.86'
C2	3°58'14"	2,993.83'	207.47'
C3	2°18'37"	2,968.83'	119.71'
C4	2°29'36"	2,993.83'	130.28'

DRAINAGE R.O.W.
(VARYING WIDTH)
(PLAT REC. 2009A,
MAP NO. 11; G.C.M.R.)

LEGEND

- FND - FOUND
- G.C.C.F. - GALVESTON COUNTY CLERK'S FILE
- G.C.D.R. - GALVESTON COUNTY DEED RECORDS
- G.C.H.R. - GALVESTON COUNTY MAP RECORDS
- IP - IRON PIPE
- IR - IRON ROD
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- REC. - RECORD
- R.O.V. - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- W/ - WITH

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.
- 2.) METES-AND-BOUNDS DESCRIPTIONS WERE COMPILED IN CONJUNCTION WITH THIS SURVEY.
- 3.) ALL RODS SET ARE 5/8" IRON RODS WITH CAPS STAMPED: T.E.A.M. - 281-491-2525.
- 4.) IMPROVEMENTS ARE NOT SHOWN HEREON.

I, Brian Nesvadba, a Registered Professional Land Surveyor of the State of Texas, hereby certify that the above plat correctly represents the facts found at the time of the survey made on the ground under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyors' Standards and Specifications for a Category 1B, Condition II, Survey.



Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

STANDARD LAND SURVEY
OF
A 4.3025 ACRE (187,416 SQ. FT.) TRACT OF LAND
AND A 2.0926 ACRE (91,153 SQ. FT.) TRACT OF LAND
OUT OF LOTS 2 & 3, WHITNEY SUBDIVISION,
(PLAT REC. 5, MAP NO. 6; G.C.M.R.)
IN THE SARAH MCKISSICK LEAGUE,
ABSTRACT NO. 151,
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS



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www.team-civil.com
Surveying Firm No. 10110000 / Engineering Firm No. F-2008

DATE: 07/08/20 JOB NO.: 487-32 SCALE: 1"=100'

July 8, 2020

Tract 1

**4.3025 acres of land in the Sarah McKissick League, Abstract No. 151,
City of Friendswood, Galveston County, Texas**

A FIELD NOTE DESCRIPTION of a 4.3025 acre (187,416 square feet) tract of land in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 4.3025 acre tract being out of the remainder of a 19 acre tract of land being the northwest 1/2 of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records, conveyed to Thomas A. Manison, as recorded in Volume 2183, Page 390 of the Galveston County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the southeast right-of-way line of F.M. 528 (Parkwood Avenue) (width varies), as recorded in Galveston County Clerk's File No. 9128468 and in the northeast line of Replat of Fox Meadows Section One, according to the map or plat recorded in Plat Rec. 15, Map No. 12 of the Galveston County Map Records for the west corner of a 1.6875 acre tract of land conveyed to Clear Creek Drainage District of Galveston County, as recorded in Galveston County Clerk's File No. 9141431;

THENCE, North 41° 40' 25" East – 162.05 feet with the southeast right-of-way line of said F.M. 528 and with the northwest line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of said 1.6875 acre tract and for the west corner and POINT OF BEGINNING of this tract; from which a 5/8-inch iron rod found bears South 77° 11' 09" West – 1.55 feet;

THENCE, North 41° 40' 25" East - 222.16 feet with the southeast right-of-way line of said F.M. 528 to a 5/8-inch iron rod with cap stamped "TEAM" set for the beginning of a non-tangent curve to the right;

THENCE, in a northeasterly direction with the southeast right-of-way line of said F.M. 528 and with said curve to the right having a radius of 22,843.31 feet, a central angle of 00° 44' 31", a length of 295.86 feet, and a chord bearing North 42° 01' 21" East - 295.86 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the west corner of Lot 1, Block 1, South Friendswood Plaza, according to the map or plat recorded in Plat Rec. 2005A, Map No. 107 of the Galveston County Map Records for the north corner of this tract; from which a 5/8-inch iron rod spinner bears South 66° 48' 15" West – 5.85 feet; also from which a 5/8-inch iron rod spinner found bears North 12° 45' 33" West – 3.32 feet;

THENCE, South 48° 16' 47" East - 49.10 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap found for angle point of said Lot 1 and for an angle point of this tract;

THENCE, South 69° 17' 24" East - 124.99 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said Lot 1 and for an east corner of this tract;

THENCE, South 41° 41' 10" West - 10.36 feet with a northwest line of said Lot 1 to a 5/8-inch iron rod found for a southwest corner of said Lot 1, for a north corner of said 2.009 acre tract and for an interior corner of this tract;

THENCE, South 83° 10' 45" East - 72.27 feet with a southwest line of said Lot 1 and with the northeast line of said 2.009 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an angle point of said Lot 1, for an angle point of said 2.009 acre tract and for an angle point of this tract;

THENCE, South 47° 11' 12" East - 105.29 feet with the southwest line of said Lot 1, Hunters Creek Estates Private, according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records and with the northeast line of said 2.009 acre tract to a point for the east corner of this tract

THENCE, South 42° 07' 10" West - 598.18 feet to a point in the northeast line of said 1.6875 acre tract for the south corner of this tract;

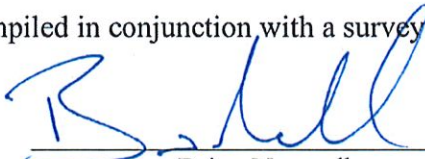
THENCE, in a northwesterly direction with the northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,993.83 feet, a central angle of 03° 58' 14", a length of 207.47 feet, and a chord bearing North 52° 41' 28" West - 207.43 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said 1.6875 acre tract and for a west corner of this tract;

THENCE, North 39° 17' 39" East - 25.00 feet with a southeast line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an east corner of said 1.6875 acre tract and for an interior corner of this tract;

THENCE, in a northwesterly direction with a northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,968.83 feet, a central angle of 02° 18' 37", a length of 119.71 feet, and a chord bearing North 49° 33' 03" West - 119.70 feet to the POINT OF BEGINNING and containing 4.3025 acres (187,416 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 487-32
W:\487-32_Rezone_CSC_NW.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



July 8, 2020

Tract 2

**2.0926 acres of land in the Sarah McKissick League, Abstract No. 151,
City of Friendswood, Galveston County, Texas**

A FIELD NOTE DESCRIPTION of a 2.0926 acre (91,153 square feet) tract of land in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 2.0926 acre tract being out of the remainder of a 19 acre tract of land being the northwest 1/2 of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records, conveyed to Thomas A. Manison, as recorded in Volume 2183, Page 390 of the Galveston County Deed Records and being part of a 2.009 acre Homestead tract of land described in Galveston County Clerk's File No. 8204830; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the southeast right-of-way line of F.M. 528 (Parkwood Avenue) (width varies), as recorded in Galveston County Clerk's File No. 9128468 and in the northeast line of Replat of Fox Meadows Section One, according to the map or plat recorded in Plat Rec. 15, Map No. 12 of the Galveston County Map Records for the west corner of a 1.6875 acre tract of land conveyed to Clear Creek Drainage District of Galveston County, as recorded in Galveston County Clerk's File No. 9141431;

THENCE, North 41° 40' 25" East – 162.05 feet with the southeast right-of-way line of said F.M. 528 and with the northwest line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of said 1.6875 acre tract; from which a 5/8-inch iron rod found bears South 77° 11' 09" West – 1.55 feet;

THENCE, in a southeasterly direction with a northeast line of said 1.6875 acre tract and with a curve to the left having a radius of 2,968.83 feet, a central angle of 02° 18' 37", a length of 119.71 feet, and a chord bearing North 49° 33' 03" West - 119.70 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for an east corner of said 1.6875 acre tract;

THENCE, South 39° 17' 39" West - 25.00 feet with a southeast line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said 1.6875 acre tract;

THENCE, in a southeasterly direction with the northeast line of said 1.6875 acre tract and with a curve to the left having a radius of 2,993.83 feet, a central angle of 03° 58' 14", a length of 207.47 feet, and a chord bearing South 52° 41' 28" East - 207.43 feet to a point for the west corner and POINT OF BEGINNING of this tract;

THENCE, North 42° 07' 10" East - 598.18 feet to a point in the southwest line of Lot 29, Block 1, Hunters Creek Estates Private, according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records and for the north corner of this tract;

THENCE, South 47° 11' 12" East - 162.11 feet with said Lot 29 to a 5/8-inch iron rod with cap stamped "TEAM" set in the southwest right-of-way line of Hunters Trail (60 feet wide), according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records for the north corner of Lot 24, Block 2 of said Hunters Creek Estates Private, for the east corner of said 2.009 acre tract and for the east corner of this tract;

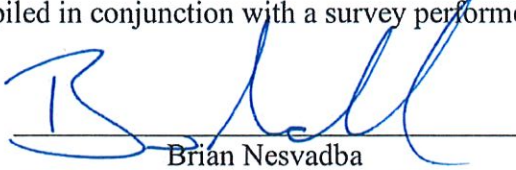
THENCE, South $41^{\circ} 39' 13''$ West – 297.95 feet with the northwest line of Block 2 of said Hunters Creek Estates Private and with the southeast line of said 2.009 acre tract to a 5/8-inch iron rod found for an angle point of said Block 2 for the south corner of said 2.009 acre tract and for an angle point of this tract;

THENCE, South $49^{\circ} 21' 02''$ West – 282.29 feet with the northwest line of said Block 2 to a 5/8-inch iron rod found for the east corner of said 1.6875 acre tract and for the south corner of this tract;

THENCE, in a northwesterly direction with the northeast line of said 1.6875 acre tract and with said curve to the right having a radius of 2,993.83 feet, a central angle of $02^{\circ} 29' 36''$, a length of 130.28 feet, and a chord bearing North $55^{\circ} 55' 23''$ West - 130.27 feet to the POINT OF BEGINNING and containing 2.0926 acres (91,153 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 487-32
W:\487-32_Rezone_OPD_SE.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776





801 W Parkwood Ave

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties

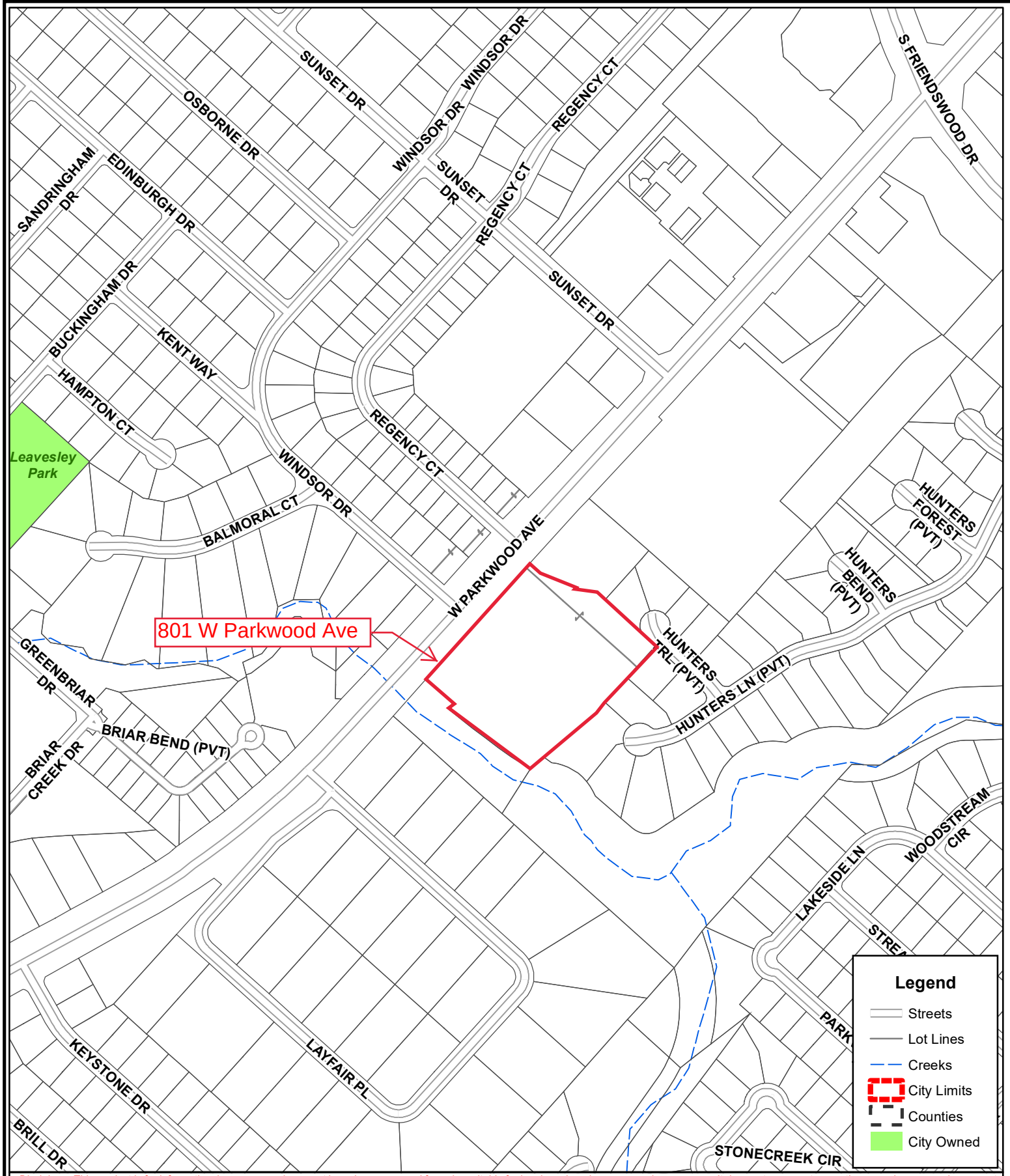
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user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



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

Friendswood GIS Mapping





801 W Parkwood Ave

Legend

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

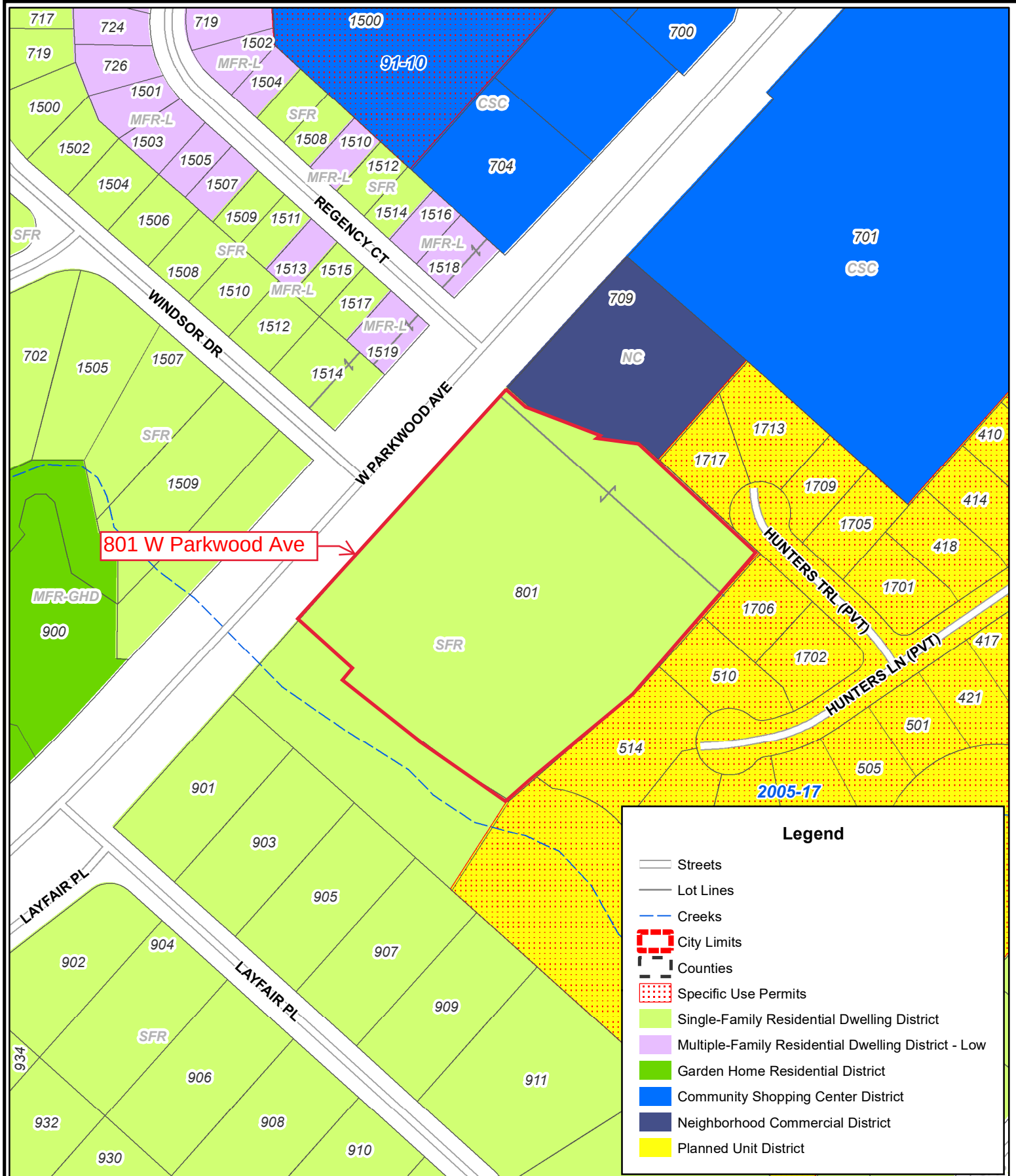
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Friendswood GIS Mapping





801 W Parkwood Ave

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties
- Specific Use Permits
- Single-Family Residential Dwelling District
- Multiple-Family Residential Dwelling District - Low
- Garden Home Residential District
- Community Shopping Center District
- Neighborhood Commercial District
- Planned Unit District

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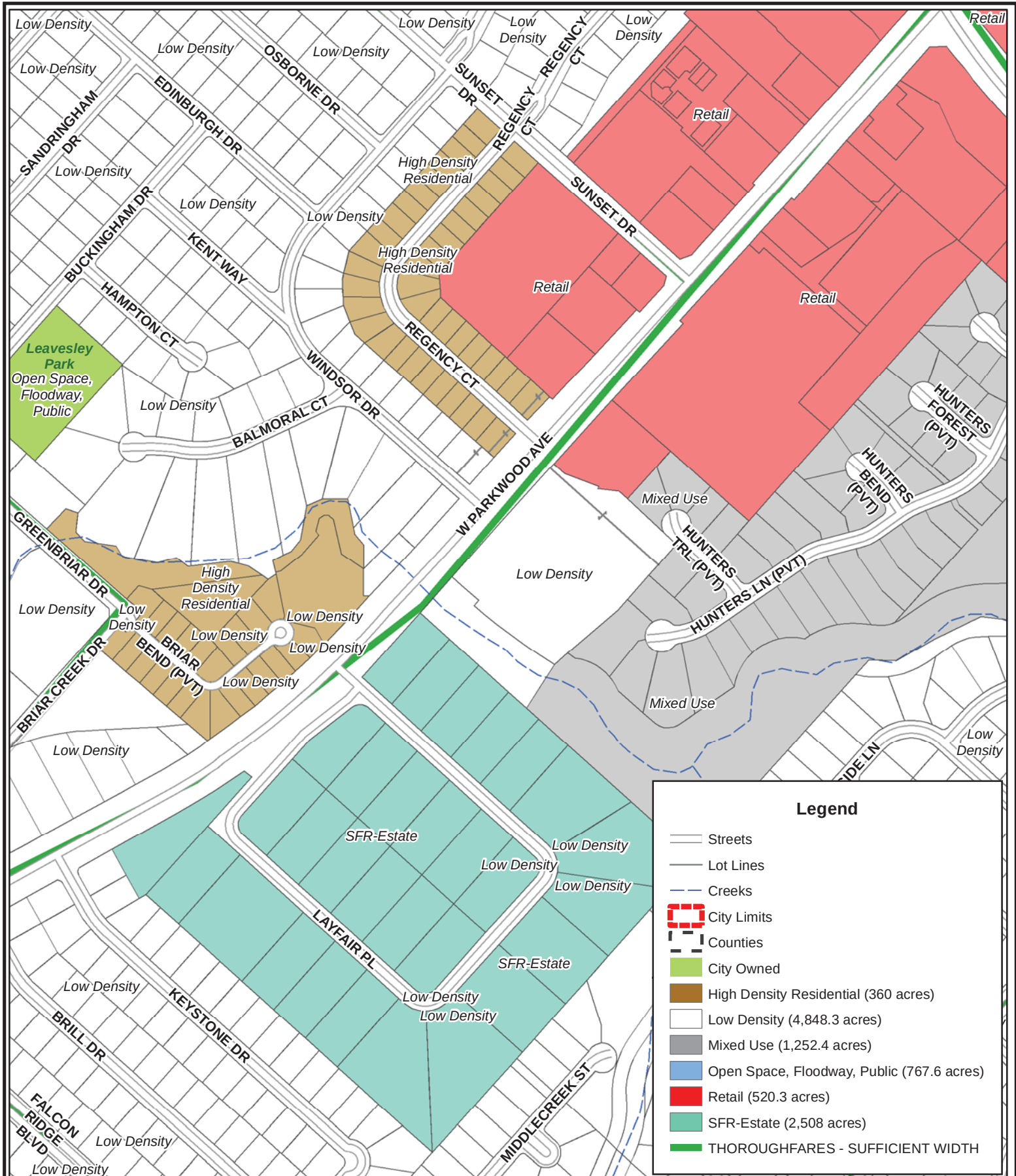


City of Friendswood
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Friendswood GIS Mapping



1" = 207'
 Page 58 of 500



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City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
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Friendswood GIS Mapping



1" = 424'
Page 59 of 500

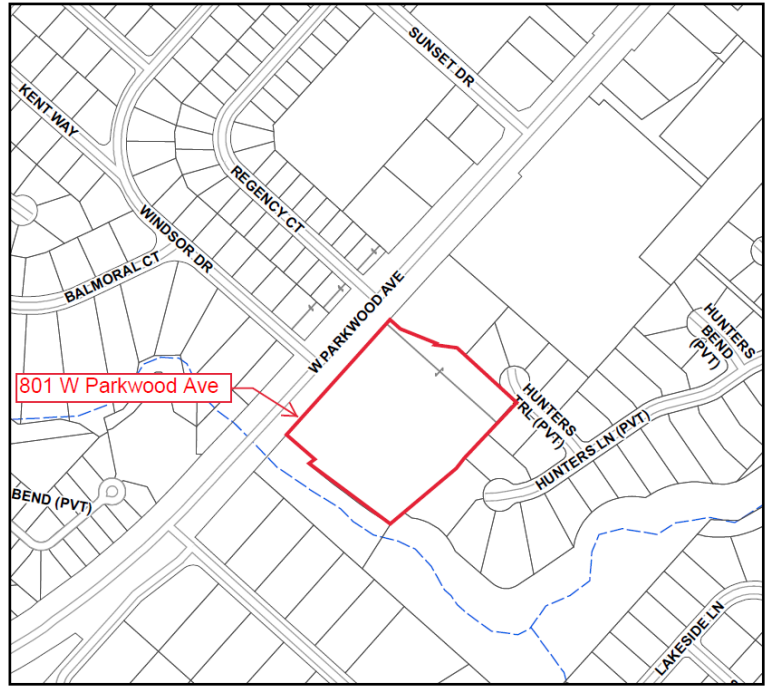
Rezoning Report

July 2020

Project: Zone Change Request

Address: 801 W. Parkwood Ave.

Legal: 6.3951 acre tract of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records and being all of a 2.009 acre Homestead tract of land describe in Galveston County Clerk's File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas



Request: Zone classification change from Single Family Residential (SFR; 6.3951 acres) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres)

Applicable Zoning Ordinance Excerpts:

Appendix C
Zoning Ordinance
Section 7. Schedule of District Regulations

F. CSC, Community Shopping Center District, general purpose and description. The CSC, Community Shopping Center District, is intended for a unified grouping, in one or more buildings, of several, typically between five and 20, retail and service shops or stores that provide for the regular needs and are for the convenience of the people residing in adjacent residential neighborhoods. Gross floor area in a community shopping center typically ranges from 30,000 to 100,000 square feet, and land area consists of two to ten acres in size. It is intended that the community shopping center be developed as a unit, with adequate off-street parking for customers and employees, and with appropriate landscaping and screening to ensure compatibility with surrounding residential environment. This district is ideally located at the intersection of two or more arterial or major streets with a service area of up to 1½ miles. Development of a community shopping center requires approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the CSC district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in a CSC district are set forth in subsection P of this section, permitted use table. A specific use permit for a shopping center as a particular use is required before any building permit or certificate of occupancy may be issued in this district.
5. No CSC district shall be created which includes less than two acres.
6. Buildings in the CSC zoning district shall have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are prohibited, except as trim for eaves and overhangs. The planning and zoning commission may approve alternative exterior facade materials.

H. **OPD, Office Park District, general purpose and description.** The OPD, Office Park District, is intended to encourage and permit general professional and business office development in a fashion consistent with surrounding development. This district is ideally suited as a buffer between commercial and residential areas. As such, it shall be considered for entrances and land adjacent to residential developments. The ultimate development is to provide land use intensity and landscaping consistent with surrounding areas. Development of an office park district requires approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Area and height regulations in an OPD are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the Planning and Zoning Commission within the OPD under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an OPD are set forth in subsection P of this section, permitted use table.
5. Show window or display window effects shall not be permitted and there shall be no display from windows or doors and no storage of merchandise in the building or on the premises except in quantities customarily found in professional or business offices.
6. Retail operations that are primarily for selling to office park occupants are permitted. Examples of these retail operations would be restaurants, coffee shops, office supply, barbershops, gift shops, health spas, specialty stores.
7. One caretaker's quarters unit may be provided for each office park complex.
8. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.
9. Buildings in the OPD shall have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are prohibited, except as trim for eaves and overhangs. The Planning and Zoning Commission may approve alternative exterior facade materials.

Existing Use/Site Attributes:

The subject property is **6.3951 acres of undeveloped land**. There is one single-family house located on the property that was built in 1970 and is approximately 6,156 square feet.



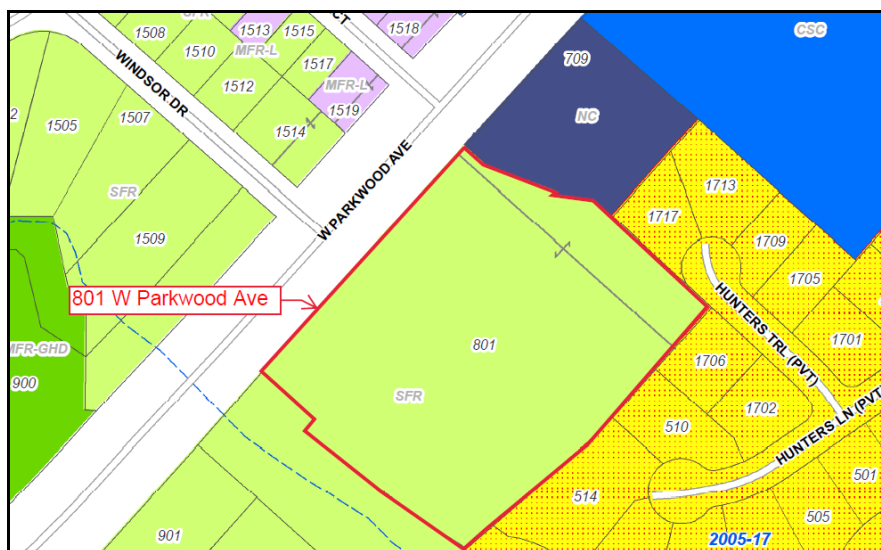
City of Friendswood GIS Aerial Map

Zoning History:

The zoning of the property has always been Single Family Residential (SFR). Camp Manison was operated on this property for a number of years back in the 70's and 80's.

Adjacent Zoning/Land Use:

The property fronts FM 528, also known as West Parkwood Ave. To the northerly side, the adjacent property is zoned Neighborhood Commercial (NC). To the side and rear, the adjacent property is zoned Planned Unit Development/Specific Use Permit (PUD/SUP 2005-17), which is the zoning that was required at the time to develop Hunter's Creek Estates Subdivision, a private gated community. The southerly side of the property is bordered with Chigger Creek.



City of Friendswood Zoning Map

Platting Analysis:

Preliminary and final plats will be required prior to development.

Planning Analysis:

This property fronts FM 528 and is located between another commercial development and Chigger Creek. The Vision 2020 plan determined that a balance of 80 percent residential zoning would need to be supported by 20 percent commercial zoning. That plan also identified the need for more retail and office zoning, rather than industrial zoning.

The FM 528 Strategy Final Report states, “The FM 528 Corridor provides more opportunities for future commercial development, particularly for retail businesses, than any other place in the City. Retail businesses’ preferred location is usually influenced by high traffic areas, corner sites, pedestrian foot traffic, neighboring retailers nearby, and community demographics.”

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Low Density Residential; however, the frontage on FM 528 lends the property to commercial development, which contributes to the Vision 2020 plan by increasing the amount of retail and office zoning. The rear of the property would be zoned Office Park District (OPD) with the intention to provide a less intense commercial buffer for the residential lots abutting the subject property. The Future Land Use Map (2008) will be reviewed and updated soon as part of the Comprehensive Plan update.

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

The property will be required to provide on-site detention. The plan is to locate the detention pond at the rear of the property to also serve as a buffer for the residential properties.

Utilities:

The developer will be required to extend City water and sewer lines for development.

Access:

The property currently has access on FM 528/W. Parkwood Ave. Any additional driveways and driveway improvements would need to be approved by the Texas Department of Transportation (TXDOT). Shared driveway access with the adjacent commercial development would be optimal.

Park/Open Space:

Park Dedication Fees are not applicable for commercial development.

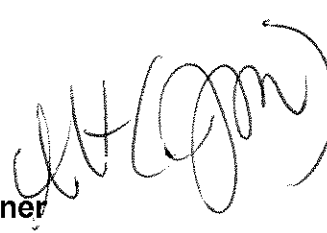
Memo

To: Mayor and City Council

From: Joe Matranga, P&Z Chairman
Aubrey Harbin, Director of Community Development/Planner

Date: August 25, 2020

Re: A zone classification change located at 801 W. Parkwood Ave., a 6.3951 acre tract of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records and being all of a 2.009 acre Homestead tract of land describe in Galveston County Clerk's File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas to change from Single Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres)



At the Planning and Zoning Commission meeting held August 13, 2020, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted 4 to 1 (Commissioner Clark opposed; Commissioners Hinckley and Perry were absent) to approve the zone change request referenced above.

The subject property is located on FM 528 and is currently zoned as Single Family Residential with a house located on the property. In addition to abutting FM 528, the tract of land is bordered by commercial property, residential properties and Chigger Creek.

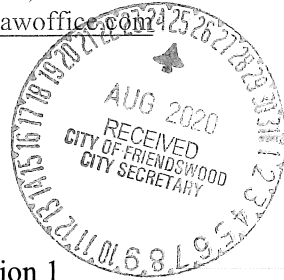
A majority of the Commissioners felt that with the frontage of the property being located on FM 528 and adjacent to existing commercial property, it seemed better suited for commercial zoning vs. residential. Several Commissioners also expressed their appreciation that the developer was providing Office Park

District zoning at the rear of the property as an additional buffer between the Community Shopping Center zoning and the residential zoning. Commissioner Clark expressed that he was not opposed to commercial zoning, but was concerned about increased traffic in this area with additional commercial development.

106 E Willowick
Friendswood, Texas 77546



Telephone: (346) 271-8313
Fax: (346) 271-8314
www.quezadawoffice.com



August 25, 2020

VIA CERTIFIED MAIL AND PERSONAL DELIVERY

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

Friendswood City Councilman, Position 1
910 S. Friendswood Drive
Friendswood, Texas 77546

Friendswood City Councilwoman, Position 2
910 S. Friendswood Drive
Friendswood, Texas 77546

Friendswood City Councilwoman, Position 3
910 S. Friendswood Drive
Friendswood, Texas 7756

Friendswood City Councilman, Position 4
910 S. Friendswood Drive
Friendswood, Texas 77546

Friendswood City Councilman, Position 5
910 S. Friendswood Drive
Friendswood, Texas 77546

Friendswood City Councilman, Position 6
910 S. Friendswood Drive
Friendswood, Texas 77546

Re: Zone Classification Change for 801 W. Parkwood Ave., Friendswood, Texas 77546
(the "Property")

Dear Sir or Madam:

This firm is counsel for Hunters Creek Estates Home Owners Association (the "Association") with respect to the matters that are the subject hereof. As an initial note, the Association on behalf of all of the 53 homeowners that lie within the Hunters Creek subdivision adamantly and unequivocally objects to the zone classification change for the Property.

For the reasons outlined below, the Association requests that you vote to reject any zone classification change.

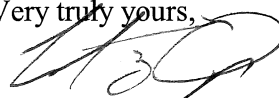
- 1) The zone classification change will diminish the combined over \$32,000,000 total property value of the single family residential homes within Hunters Creek by:
 - a) increased light pollution into residents backyards diminishing the enjoyment of their property and eliminating the country feel of living in Friendswood;
 - b) eliminating any sense of privacy due to an office building peering over a persons home;
 - c) increase in noise
 - d) odor pollution due to the inevitable use of a dumpsters for the office park and commercial shopping center

- 2) The decrease in available green space will cause additional flooding destroying resident's homes. After Harvey it is disappointing that the city would even consider such a change.
- 3) The zone classification report identifies The FM 528 Final Report wherein it states that the city's goal should be to increase tax revenue by seeking to increase space for commercial use. The report fails to identify specific areas of the 528 corridor that should be used for commercial purposes. A zone classification change that diminishes property values is counter productive and goes against any perceived county revenue goals.
- 4) The increased foot traffic will create an easy and ideal way for vandals to cross into the Hunters Creek subdivision.
- 5) There is no site plan for the development. The zoning commission and now City Council is basing their decision squarely on a commercial versus residential land use proposal without any oversight as to what the commercial development is proposed to reflect. There appears to be no consideration on whether the actual development is of the type and nature that would be beneficial to the community.
- 6) Residents of Hunters Creek have reported that they have been told that by persons overseeing the development that a 150 foot landscape buffer will be placed between the subdivision and the development. However, when reviewing the area, the office park development is only a 162 foot wide tract. Since the persons in charge would know that a 150 foot buffer is not possible the only conclusion to be made is that these disingenuous statements made to residents are only to prevent them from opposing the change. If the development was truly for the benefit of Friendswood then there would be no need for misinformation.

The application makes references to the Vision 2020 Report (1998) and The FM 528 Strategic Final Report (2013). Both of these reports are outdated and predate the Hurricane Harvey tragedy that struck Friendswood. It is extremely careless of city officials to base decisions on these outdated reports. City officials should be requiring an impact report to evaluate how Friendswood suffered and what can be done to not make matters worse before approving any further zone classification changes. Failing to do so is failing the residents of Friendswood. The zoning change application for the Property offers two sentences for Floodplain issues, "The property will be required to provide on-site detention. The plan is to locate the detention pond at the rear of the property to also serve as a buffer for the residential properties." This short sighted analysis is very concerning.

Hunters Creek Estate Home Owners Association hopes that you sincerely consider the foregoing concerns and base your decision on what is best for the community and not just tax dollars.

Very truly yours,



Carl Jay Quezada

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: September 14, 2020

Date submitted: 8/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Proposed Tax Rate for Fiscal Year 2020-2021

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Based on Texas Constitution Article VIII, Section 21 and Tax Code Chapter 26, Texas' truth-in-taxation principles state, "A taxing unit, other than a water district or small taxing unit which are covered by special provisions, must publish special notice and hold one public hearing before adopting a tax rate that exceeds the lower of the voter approval tax rate or the no new revenue tax rate"; which could result in an increase of property taxes imposed by a taxing entity on properties taxed in, both, the current and preceding tax years.

On August 3, 2020, City Council took action to propose a tax rate of \$0.497314* per \$100 property valuation for 2020. The proposed tax rate exceeds the lower of the no new revenue or voter approval tax rates by 2.05 percent and would result in a tax revenue increase of approximately \$383,736 from properties taxed in, both, the current and preceding tax years. Also on August 3, 2020, City Council scheduled one public hearing on the proposed tax increase for September 14. As required by truth-in-taxation guidelines, the tax rate can be adopted during the public hearing or announcement of the date, time and location of the meeting to adopt the tax rate will be announced at the public hearing.

A quarter-page advertisement of the notice of proposed tax rate will be published in the Friendswood Reporter on September 2, 2020. The notice explains the proposed change to the property tax rate and reflects the public hearing date. The notice is posted on the City's website and PEG channel.

*City Council may decide to move forward with proposing this rate or proposing a rate lower than this without having to publish a new notice of 2020 tax year proposed property tax rate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Public Hearing gives Council an opportunity to receive comments from the public regarding the proposed tax revenue increase.

RECOMMENDATIONS

None at this time

ATTACHMENTS

1. Notice Public Hearing (2020 Proposed Tax Rate) - 9.14.2020
2. 2020 Tax Rate Public Hearing - 9.14.2020

NOTICE OF PUBLIC HEARING ON TAX INCREASE

PROPOSED TAX RATE	\$0.497314 per \$100
NO-NEW-REVENUE TAX RATE	\$0.487314 per \$100
VOTER-APPROVAL TAX RATE	\$0.532452 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Friendswood from the same properties in both the 2019 tax year and the 2020 tax year. The voter-approval tax rate is the highest tax rate that the City of Friendswood may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Friendswood is proposing to increase property taxes for the 2020 tax year.

A public hearing on the proposed tax rate will be held on September 14, 2020, at 7:00 pm at 910 S. Friendswood Drive, Friendswood, Texas 77546.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Friendswood is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of the City of Friendswood at their offices or by attending the public hearing mentioned above.

Your taxes owed under any of the tax rates mentioned above can be calculated as follows:

Property tax amount = tax rate x taxable value of your property / \$100

The members of City Council voted on the proposed tax increase as follows:

FOR:	Mayor Mike Foreman	Council Member Steve Rockey
	Council Member Sally Branson	Council Member Trish Hanks
	Council Member Robert J. Griffon	Council Member Brent Erenwert

AGAINST: Council Member John Scott

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Friendswood last year to the taxes proposed on the average residence homestead by the City of Friendswood this year:

	2019	2020	Change
Total Tax Rate (per \$100 of value)	\$0.521439	\$0.497314	Decrease of \$0.024125 OR -4.63%
Average homestead taxable value	\$278,990	\$298,730	Increase of 7.07%
Tax on average homestead	\$1,454.76	\$1,485.63	Increase of \$31 OR 2.12%
Total tax levy on all properties	\$15,898,906	\$16,413,328	Increase of \$514,422 OR 3.23%

* Total levy excludes properties with freeze ceilings of approximately \$2.8 million each year.

For assistance with tax calculations, please contact the tax assessor for City of Friendswood at 409-766-2260 or galcotax@co.galveston.tx.us, or visit www.galcotax.com for more information.

CITY OF FRIENDSWOOD

2020 Proposed Tax Rate Public Hearing



Tax Rate Information

- **No New Revenue Tax Rate - \$0.487314**
- **Voter Approval Tax Rate - \$0.532452**
- **Proposed Tax Rate - \$0.497314**
- **Estimated Net Taxable Value - \$3.9B**
 - Up \$246M
 - New Construction - \$81M
 - Includes Over 65 Freeze Ceilings
- **Tax Levy - \$19.5M**
 - Maintenance and Operations - \$15.8M
 - Tax Debt Service Obligation - \$3.7M



Next Steps

- **Proposed Tax Rate Public Hearing – 9/14/2020**
- **Tax Rate Adoption – 9/14/2020**



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: September 14, 2020

Date submitted: 8/27/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Government Treasurers' Organization of Texas Award

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Government Treasurers' Organization of Texas (GTOT) has awarded the Certificate of Distinction to the City of Friendswood for its Investment Policy.

The City was commended for its commitment to maintaining a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist.

This recognition is for a two-year period ending August 31, 2022.

GTOT was formed in 1987 and is comprised of members working for Texas cities and counties, school and other special districts and the State of Texas.

The GTOT Investment Policy Certification Program assists organizations in developing investment policies that are compliant with the Texas Public Funds Investment Act (PFIA).

To earn the GTOT Investment Policy Certificate of Distinction, an organization must submit its adopted investment policy and identify where each PFIA regulation is addressed in the organization's investment policy.

The GTOT Investment Policy Review Committee determines if an organization's investment policy meets the established criteria and offers suggestions for policy improvements, if needed.

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: September 14, 2020

Date submitted: 7/28/2020

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, but were delayed due to natural gas disconnect and asbestos issues

Texas Water Development Board - Flood Mitigation Assistance Grant

- 4 properties included in the initial application
- 3 properties closed/soon to be closed upon
- 1 properties have declined offer
- Demolition services have started on the properties acquired, but were delayed due to natural gas disconnect and asbestos issues

CDBG-Disaster Recovery (Harris County)

- No significant update since last month
- 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)

- Kick-off meetings with the GLO have been held for both the infrastructure projects: (1) utility line burial; and (2) Deepwood flood mitigation
- Kick-off meetings with the GLO have been held for the acquisition project (Deepwood and Frenchman's 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)
- Staff anticipate closing on the Blackhawk Facility in November

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: September 14, 2020

Date submitted: 7/28/2020

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*:

- Continue to monitor the pandemic;
- City facilities remain closed to the public, except by appointment;
- Staff working on a reopening plan;
- No businesses have been closed by the City of Friendswood due to COVID
- No citations have been issued by the City of Friendswood relative to compliance with Governor Abbott's Executive Orders
- Disinfecting workspaces and vehicles;
- Ramped up communications, both internally and externally, of CDC advisories, and;
- Pursuing Coronavirus Relief Funding via the CARES Act
- Partnered with Galveston County to continue testing the rest of this calendar year
- Extended screening protocols for public meetings, previously applicable only to staff, to all participants

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: September 14, 2020

Date submitted: 7/6/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual Report from Friendswood Downtown Economic Development Corporation President Pat McGinnis

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Friendswood Downtown Economic Development Corporation President, Dr. Patrick McGinnis, will provide the board's Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FDEDCAnnualReportSeptember2020
2. FDEDCAnnualReporttoCC_September2020_Final

Friendswood Downtown Economic Development Corporation (FDEDC)
Annual Report to City Council
September 14, 2020

In August 2016, City Council appointed a seven-member board of directors to the Friendswood Downtown Economic Development Corporation which includes President Dr. Pat McGinnis, Vice President Arden “Trey” Hill, Secretary/Treasurer Paul Marx, Ron Cox, Rebecca Hillenburg, Elmer (Bubba) Johnson, and Alton Todd. In July of this year, board members were reappointed for one and two-year staggered terms.

The vision statement of the FDEDC is: *Downtown Friendswood! A family-friendly destination with beautiful streetscapes and unique businesses. The mission of the FDEDC is to: 1. Communicate and engage with our citizens; 2. Make well-planned and strategic recommendations (to City Council) regarding improvements to the Downtown District; and 3. Exercise our fiduciary responsibilities to our taxpayers.*

Since last year’s annual report to City Council, the Board has held eight meetings including its annual meeting held in July with the election of new officers and adoption of the corporation’s annual budget.

This is a summary of the Board’s activities to date. In 2018, the FDEDC spent \$158,839 to remove AT&T overhead lines and poles along the west side of Friendswood Drive. Although this is not a visible improvement since the lines and poles are no longer there, it improved the overall appearance of downtown. In 2019, the Board spent \$144,211 to create a Downtown Improvement Plan with landscape architectural consultant, Lauren Griffith Associates. The plan serves as an implementation guide for future FDEDC projects and expenditures. The Board also spent \$12,100 for grant writing services with Traffic Engineers, Inc. A Transportation Improvement Program (TIP) grant was submitted but was not successful due to criterion that our project could not meet that prioritized projects that connect with public transit.

Since last year, the Board has been working with Gandy2 Lighting Design to create a lighting plan for downtown. The final plan will provide light pole and luminaire specifications as well as necessary information to prepare the project for bids later this year. Expenses to date are \$11,120 for the design work.

Even though Friendswood wasn’t selected for TIP grant funding, our application ultimately led to TXDOT selecting Friendswood to receive \$3.5 million of improvements through their Curbs and Ramps Program along Friendswood Drive from FM 2351 to Whispering Pines. New sidewalks with brick-paved borders will be installed next year as well as new curbs and ramps. New black powder coated mast arm traffic signals will also be installed along Friendswood Drive. TXDOT also allowed the FDEDC to utilize their contractor to provide electrical engineering services and install light poles concurrently with their project which should result in a significant cost savings. TXDOT’s contractor recently completed a survey of downtown and is coordinating with our lighting contractor for placement of light poles.

At last month’s meeting, the Board approved a contract with HDR Engineering, Inc. for an amount not to exceed \$40,000 for electrical design services. HDR’s work will

determine conduit placement and voltage to facilitate the placement of light poles along Friendswood Drive. This item is on tonight's City Council's agenda for approval.

Attached is the most recent financial report prepared by the City which includes an ending fund balance as of July 31 of \$1,502,013. The projected revenue for fiscal year 2020-21 is \$616,481 which includes sales tax and interest.

In closing, the Board appreciates City Council's support and looks forward to overseeing FDEDC's purchase and installation of downtown light poles in conjunction with TXDOT's new sidewalks, mast arms, curbs and ramps improvements next year. We believe the new improvements will help transform downtown!

CITY OF FRIENDSWOOD

Friendswood Downtown Economic Development Corporation Annual Report

By Board President, Dr. Pat McGinnis



FDEDC Board Members



Pat McGinnis
President



Arden "Trey" Hill
Vice President



Paul Marx
Secretary/Treasurer



Ron Cox
Board Member



Rebecca Hillenburg
Board Member



Elmer Johnson
Board Member



Alton Todd
Board Member



FDEDC Vision and Mission Statement



FDEDC - VISION STATEMENT

Downtown Friendswood! A family-friendly destination with beautiful streetscapes and unique businesses.

FDEDC - MISSION STATEMENT

The Mission of the FDEDC is to:

- *1. Communicate and engage with our citizens*
- *2. Make well-planned and strategic recommendations (to City Council) regarding improvements to the Downtown District*
- *3. Exercise our fiduciary responsibilities to our taxpayers*



Activities To Date

2018 Removed AT&T overhead lines and poles (\$158,839)



Before - 2017

FDDEC Poles & Wires Removal Project



After - 2020

FDDEC Poles & Wires Removal Project



Activities To Date

2019 Downtown Improvement Plan and branding (\$144,211)

2019 Applied for TIP Grant funding (\$12,100) - 2019

*Lauren Griffith Associates
Landscape Architecture and Planning*



Friendswood Downtown District
Improvement Plan



H-GAC 2018 TIP Call for Projects

Friendswood Downtown District:

Pedestrian Access and Safety Enhancements

Attachment #1 - Cover Letter

Attached Materials Support Pre-Application Response #12 - "Project Information"

The contents within this package present the funding commitment from the City of Friendswood to leverage local dollars to implement the pedestrian access and safety enhancement projects for Downtown Friendswood presented in this TIP application. Additional letters of support from other constituents are attached as well.

Also attached are project location maps and illustrations supporting the narrative for this TIP application.

List of Attachments:

1. Funding Resolution - City of Friendswood - October 1, 2018
2. Letters of Support:
 - Mayor Mike Foreman, City of Friendswood
 - Congressman Pete Olson, US House of Representatives
 - Senator Larry Taylor, District 11 Texas Senate
 - Representative Greg Bonnen, MD, District 24 State of Texas House of Representatives
 - Judge Marc Henry, Galveston County
 - Superintendent Thad Roher, Friendswood ISD
 - Harold Whitaker, Board President Galveston County Consolidated Drainage District
 - Brett Banfield, President Friends of Downtown Friendswood Association
3. Project Location Regional Map
4. Project Location - Friendswood Downtown District FM 518 Sidewalk Conditions
5. Corridor Mobility Operations FM 518 and Downtown District
6. Crash Data
7. Existing Sidewalk and Ramp Conditions
8. Public Survey Summary - Downtown Plan
9. Zoning Ordinance: Supplementary District Regulations Section N, #6
10. Typical Section of proposed sidewalks within FM 518 ROW
11. Proposed Recommendations from Downtown Plan
12. Downtown Events and Attendance

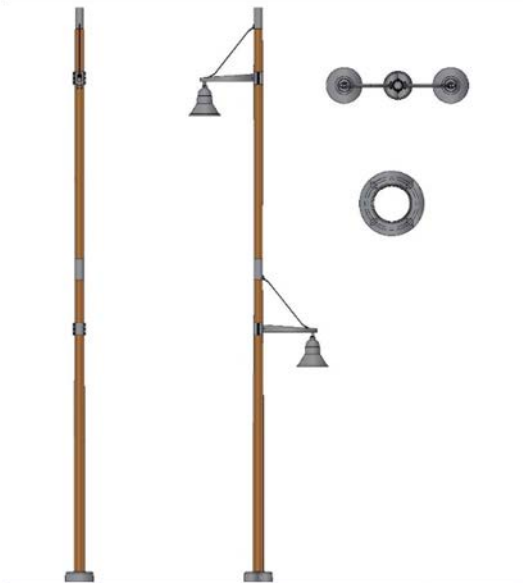


Activities To Date

2019 Downtown Lighting Plan (\$11,120)

G2LD Friendswood Downtown District
 Description: 30' Ficus Wood Pedestrian Pole
 Manufacturer / Number: Strucos / FA08-A03-03-29-02-M00 + BWF arm
 Model: Cyclone / (1)CH55P1A-FG-3M-100W-36-3-3-02-02 + (1)S2171-FG-3M-40W-36-3-3-02-02
 Comments: 3 year warranty on finish, includes banner arms on P1 poles, Voltage, control options and finishes (B).

Type: P2



gandy lighting design 6101 north main street, houston, texas 77008
 713.499.5111 - www.G2LD.com

G2LD Friendswood Downtown District
 Description: 18' Ficus Wood Pedestrian Pole
 Manufacturer / Number: Strucos / FA08-A03-03-18-02-M00 + BWF arm
 Model: Cyclone / (1)CH55P1A-FG-3M-100W-36-3-3-02-02 + (1)S2171-FG-3M-40W-36-3-3-02-02
 Comments: 3 year warranty on finish, includes banner arms on P1 poles, Voltage, control options and finishes (B).

Type: P1

Campana DETAILS

- Luminaires in the CAMPANA series complement perfectly with environments such as parks, pedestrian areas, waterfront projects, shopping centres, streets or avenues. This series of luminaires feature a full cutoff optical system that blend aesthetics and performance with panache.
- CONSTRUCTION**
 - Heavy aluminum casting housing
 - Certified IP67 optical system
 - Silicone gaskets and stainless steel hardware
 - Mounting into 80" x 10" pendant sensor or into pole-mount 3" x 38" O.D. sensor with optional self-roving (ADO)
 - FINISH**
 - Super durable, extremely resistant exterior polyester powder coating meets AAAA 2004 requirements (5 years beach Florida exposure)
 - Available in no standard colors / textured (TX) or smooth (SM) finish
 - Optional silk colors are also available
 - For added protection a Marine Grade (MG) pre-finish is available to meet ASTM G2, 800-D454 and G454 requirements (salt spray, corrosion and humidity resistance)
 - LED, LENS & OPTICS**
 - High power LED available in 3000K & 4000K
 - Type is 3.5" (90mm) x 6" (150mm) optics available
 - Optional remote side shield available to cut back light
 - Full Clear Glass (FCG) - highest efficiency and performance
 - Full Clear Frost (CFR) - reduces glare with better uniformity
 - All lens & optics are fully UV stable
 - Dark Sky compliant
 - ELECTRICAL**
 - Dimmable 0-10 volt, high power factor (90%) driver
 - 100, 300, 400, 700, 340 or 400 watts available
 - 10 KA Surge protector supplied standard
 - OPTIONAL**
 - Programmable driver (PCD)
 - Bottom type photometer (PC)
 - Adapter (ADO)
 - Field adjustable 10% increment step-dimming switch (SD)

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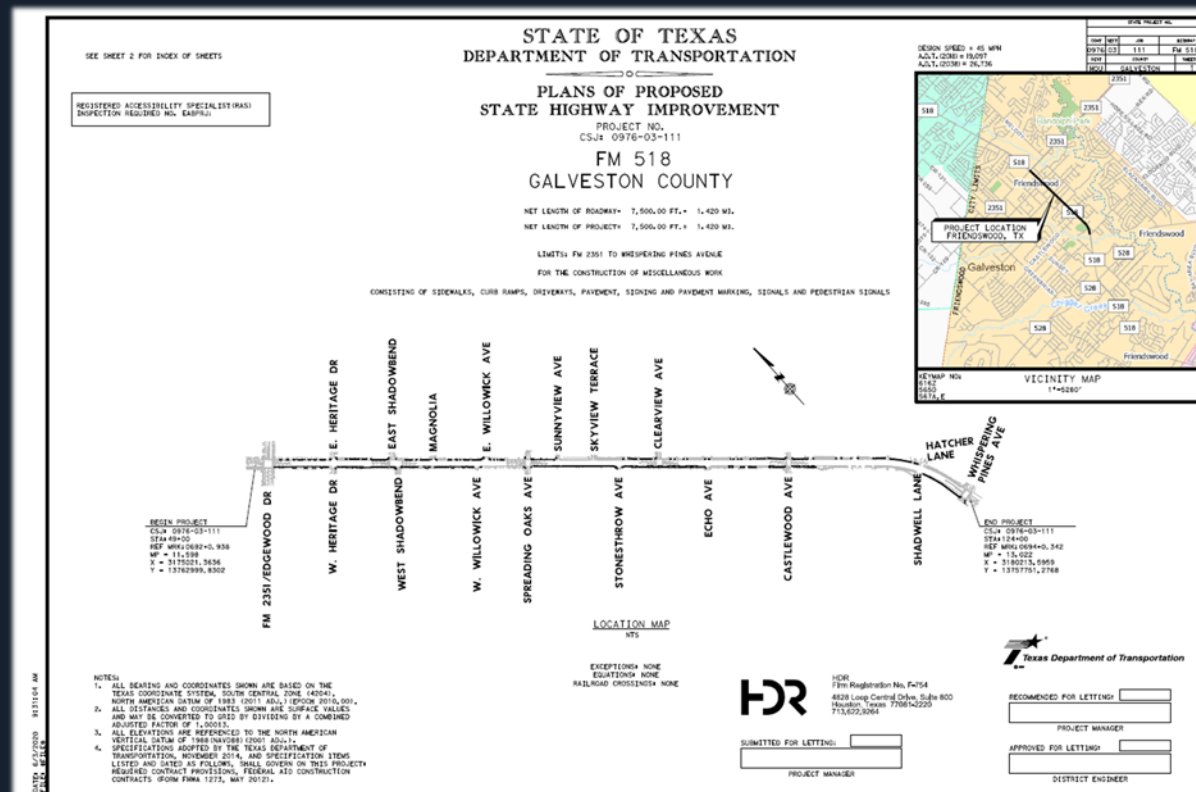
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Activities To Date

2020/21 TXDOT Funded Curbs, Ramps, Sidewalks, Traffic Signals \$3.5 M

2020/21 Bid, procure, install light poles and fixtures



Budget

FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT IMPROVEMENT FUND (175) FUND SUMMARY

	FY19 ACTUAL	FY20 ORIGINAL BUDGET	FY20 AMENDED BUDGET	FY20 YTD 6/30/20	FY20 YEAR END ESTIMATE	FY21 PROPOSED BUDGET
REVENUES						
SALES TAXES	\$553,594	\$540,690	\$540,690	\$419,597	581,808	\$605,081
REIMBURSEMENTS	37,832	0	0	1,189	1,189	0
INTEREST EARNED	12,081	8,700	8,700	9,541	12,480	11,400
TOTAL REVENUES	\$603,507	\$549,390	\$549,390	\$430,327	\$595,477	\$616,481
EXPENDITURES						
OPERATING TRANSFERS IN (OUT)	\$16,000	\$16,000	\$16,000	\$12,000	16,000	\$16,000
ADMINISTRATIVE EXPENSES	139	2,000	2,000	0	2,000	2,000
CONTRACT SERVICES	48,000	0	61,560	3,680	61,560	0
CAPITAL IMPROVEMENTS	0	1,553,041	0	0	0	2,158,213
TOTAL EXPENDITURES	\$64,139	\$1,571,041	\$79,560	\$15,680	\$79,560	\$2,176,213
 INCREASE (DECREASE) IN FUND BALANCE	 \$539,368	 (\$1,021,651)	 \$469,830	 \$414,647	 515,917	 (\$1,559,732)
 BEGINNING FUND BALANCE	 \$504,447	 \$1,043,815	 \$1,043,815	 \$1,043,815	 1,043,815	 \$1,559,732
ENDING FUND BALANCE	\$1,043,815	\$22,164	\$1,513,645	\$1,458,462	1,559,732	\$0

* Fund established in FY17 to record sales tax revenue collected for economic development improvements of the City's downtown area.

City of Friendswood's sales tax rate increased from 7.75% to 8.25% with voter approval in May 2016. The 1/2 cent sales tax rate increase is distributed in the following manner:

\$0.00125 for Economic Development improvements in the City's downtown area
\$0.00375 for Streets maintenance and improvements



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: September 14, 2020

Date submitted: 5/19/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual Report from West Ranch Management District

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 007 - COF WRMD Update 8.5.20

WEST RANCH MANAGEMENT DISTRICT

c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

August 5, 2020

The Honorable Mayor and City Council
City of Friendswood, Texas
910 South Friendswood Drive
Friendswood, Texas 77546

Re: West Ranch Management District

Dear Mayor and Council:

Thank you for the opportunity to update the City of Friendswood ("City") on the status of the West Ranch Management District ("District"). The following information is provided to update the City on accomplishments over the past year and to outline some of the District's future operations.

Assessed Valuation and Tax Rate

The total assessed value in the District reached \$579,304,885 for 2019. The 2020 certified taxable value increased to \$648,842,073. As you can see from the Tax Rate History table below, the District's tax rate leveled off at \$0.45 per \$100 valuation in 2018 and 2019. However, the District intends to levy a tax rate of \$0.43 per \$100 valuation for tax year 2020; this represents a 2-cent decrease from the 2019 tax rate.

**West Ranch Management District
Tax Rate History**

<u>Year</u>	<u>Assessed Value</u>	<u>M&O</u>	<u>WS&D</u> <u>Debt Rate</u>	<u>Road Debt</u> <u>Rate</u>	<u>Total</u> <u>Debt Rate</u>	<u>Total</u> <u>Tax Rate</u>
2019	\$ 579,304,885	\$ 0.140	\$ 0.245	\$ 0.065	\$ 0.310	\$ 0.450
2018	\$ 519,506,301	\$ 0.100	\$ 0.280	\$ 0.070	\$ 0.350	\$ 0.450
2017	\$ 457,360,969	\$ 0.110	\$ 0.310	\$ 0.080	\$ 0.390	\$ 0.500
2016	\$ 394,738,333	\$ 0.090	\$ 0.360	\$ 0.100	\$ 0.460	\$ 0.550
2015	\$ 330,376,059	\$ 0.150	\$ 0.390	\$ 0.110	\$ 0.500	\$ 0.650
2014	\$ 254,346,624	\$ 0.160	\$ 0.340	\$ 0.150	\$ 0.490	\$ 0.650
2013	\$ 202,447,673	\$ 0.150	\$ 0.380	\$ 0.120	\$ 0.500	\$ 0.650
2012	\$ 155,712,544	\$ 0.100	\$ 0.470	\$ 0.080	\$ 0.550	\$ 0.650
2011	\$ 116,386,954	\$ 0.170	\$ 0.380	\$ 0.100	\$ 0.480	\$ 0.650
2010	\$ 93,043,423	\$ 0.650	\$ -	\$ -	\$ -	\$ 0.650
2009	\$ 74,262,774	\$ 0.650	\$ -	\$ -	\$ -	\$ 0.650
2008	\$ 47,663,107	\$ 0.650	\$ -	\$ -	\$ -	\$ 0.650
2007	\$ 11,485,060	\$ 0.650	\$ -	\$ -	\$ -	\$ 0.650
2006	\$ 6,239,320	\$ 0.650	\$ -	\$ -	\$ -	\$ 0.650
2005	\$ 3,600,530	\$ 0.650	\$ -	\$ -	\$ -	\$ 0.650

Bonds

As you know, in June of 2020, the District was able to take advantage of current market conditions that allowed us to enter into a refunding transaction which refinanced the District's outstanding Unlimited Tax Bonds, Series 2010, Unlimited Tax Road Bonds, Series 2010A, and Unlimited Tax Road Bonds, Series 2012A resulting in debt service savings. Taking advantage of historically low interest rates, the District was able to reduce its total debt service payments by approximately \$2,367,462, or \$1,761,783 in present value savings, which is 17.62% of refunded par. The District's financial advisor, S. David Smalling Jr. of Baird, was instrumental in making this transaction happen for the District and our taxpayers.

Commercial Property

As previously explained to the City, the commercial development options remain for 45 +/- acres near the intersection of FM 518 and West Boulevard as well as an additional 13 +/- acres near the intersection of West Boulevard and Friendswood Lakes Boulevard.

Although the District's residential construction component is near completion, the District remains in a strong position to help the City attract commercial development to the District. We would welcome any opportunities to work with the City in any way to attract commercial development.

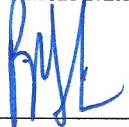
Completed Projects

The District's infrastructure for all residential development is completed, including detention ponds and conveyance systems. However, the District, along with Autumn Creek Development, Ltd./Friendswood Development Company, did complete improvements to the West Ranch Detention Facility F5A and made significant drainage improvements to the 13-acre and 21-acre commercial tracts at the southeast corner of FM 518 and West Blvd.

The District understands the critical nature of having a well-maintained and functioning drainage system, therefore as part of the District's ongoing annual drainage maintenance program, several areas of the District's drainage channels and conveyance system were recently rehabilitated and cleaned out. In an effort to proactively address drainage related issues before they become significant, the District continues to perform quarterly inspections and monthly maintenance of all drainage facilities.

If you have any question, please feel free to reach out to the board.

Sincerely,
West Ranch Management District

By: 
Brian Gibson, President
Board of Directors

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: September 14, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving a license agreement with Jim Jamail for the installation of fencing and landscaping within the City's Right-of-Way on Sierra Madre Drive.

Originating Department: Public Works

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The homeowner, James Jamail, located at address 2517 Sierra Madre has requested to enter into a license agreement with the City of Friendswood. The consideration of the license agreement is for Mr. Jamail to formally utilize and continue to maintain a portion of the city right of way adjacent to his property. The location of the subject portion of right of way in question, is at the very end of the cul-de-sac roadway. The City of Friendswood has no current use of it, and the owner already maintains the property in question. The City has no objection to this current request. The owner has provided a signed agreement, as well as the required insurance which has been attached. A proposed exhibit of location has been attached also.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allowing the homeowner to formally continue use of the existing portion of City right of way, will assist with streamlined maintenance upkeep.

RECOMMENDATIONS

Staff is recommending approval of the agreement.

ATTACHMENTS

1. Exhibit A - Sierra Madre Plat
2. Friendswood property license agreement
3. Evidence of Insurance_Redacted

- GENERAL NOTES
- "U.E." indicates "Utility Easement".
 - "B.L." indicates "Building Line".
 - "W.L.E." indicates "Water Line Easement".
 - "W.M.E." indicates "Water Meter Easement".
 - "F.H.E." indicates "Fire Hydrant Easement".
 - "SAN.S.E." indicates "Sanitary Sewer Easement".
 - "STM.S.E." indicates "Storm Sewer Easement".
 - "D.E." indicates "Drainage Easement".
 - "A.E." indicates "Aerial Easement".
 - "G.C.C.F." indicates "Galveston County Clerk's File Number".
 - "G.C.M.R." indicates "Galveston County Map Records".
 - "O.P.R.O.R.P." indicates "Official Public Records of Real Property".
 - "⊙" indicates a proposed Streetlight.
 - No pipelines or pipeline easements exist within the boundary of this subdivision.
 - The finished floor elevations of all structures shall be located above the Base Flood Elevation (established by FEMA) as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
 - Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks along reserves, common areas, and ADA ramps prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required, they shall be a width of not less than four (4) feet and comply with Federal, State and Local requirements.
 - Only those portions of the subject property out of Lots 125 & 145 are located within City of Friendswood Planned Unit Development Ordinance No. 2004-20, adopted February 7, 2005 and is subject to all regulations contained therein.
 - No residential, commercial, or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than fifty (50) feet to any pipeline except low pressure distribution system pipelines.
 - No residential, commercial, or industrial structure shall be permitted to be built nearer than one hundred and fifty (150) feet from any well or related facility other than structures necessary to operate the well or facility.
 - Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD-83, and monumented on the grounds as follows: Starting at a 3/4-inch iron pipe found for the northeast corner of Lot 127 of the Slone Subdivision, a plat of which is recorded in Volume 3, Page 61A of the Galveston County Map Records; Thence S 31°27'01"E, 1096.94 feet along an easterly line of said Slone Subdivision to a 1/2-inch iron rod found for the southwest corner of Rancho Viejo, a plat of which is recorded in Volume 15, Pages 183 and 184 of the Galveston County Map Records.
 - All public utility companies have been contacted and the easements shown on this final plat constitute all of the easements requested by the same.
 - This plat boundary closes within 1 in 10,000.
 - This property lies in Unshaded Zone "X" according to Flood Insurance Rate Map, Galveston County, Texas No. 4854680005 E, Dated Sept. 22, 1999. The effective 100-year flood plain elevation is 15.80 feet (NAVD-88, 2001 adj.). FIRM base flood elevation is 17.0 feet. To convert to NAVD 88 2001 Adj., subtract 1.2 feet from 17.0 feet. The minimum slab elevation for these lots shall be either 2.0 feet above top of curb or have an elevation of 21.43 feet (NAVD 88 2001 Adj.), whichever is greater.
 - The City of Friendswood shall not be responsible for maintenance of driveways, emergency access easements, recreational areas, landscape medians or reserves, detention ponds, drainage easements, swales, and other private facilities. The City of Friendswood shall be responsible for maintenance of waterlines, sanitary sewer lines, storm sewer facilities, sidewalks and street signs within the public rights-of-ways or within public easements. The maintenance of street lights shall be responsibility of Texas New Mexico.
 - Ⓢ Set 5/8-inch Iron Rod w/ cap stamped "Brown & Gay".

STATE OF TEXAS
COUNTY OF HARRIS

We, WESLEY WEST CATTLE, L.P. and WESLEY WEST DESCENDANTS TRUST, owners and holders of a lien against the property described in the plat known as SIERRA MADRE DRIVE EXTENSION STREET DEDICATION, said lien being evidenced by instrument of record in the Clerk's File No. 2012013636 of the Official Records of Galveston County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions nor any part thereof.

WESLEY WEST CATTLE, L.P.,
a Texas limited partnership
By: Stedman West Land and Cattle Company, LLC,
its general partner

By: Stuart W. Stedman
Manager

WESLEY WEST DESCENDANTS TRUST

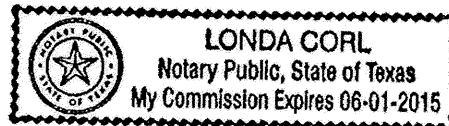
By: Stuart W. Stedman
Trustee

By: Betty Ann West Stedman
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stuart W. Stedman, Manager of Stedman West Land and Cattle Company, LLC, the general partner of WESLEY WEST CATTLE, L.P., a Texas limited partnership, and Trustee of WESLEY WEST DESCENDANTS TRUST, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of October, 2012.

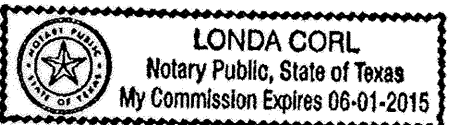


Londa Corl
Londa Corl
Notary Public in and for the State of Texas
Commission Expires: 06-01-2015

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Betty Ann West Stedman, Trustee of WESLEY WEST DESCENDANTS TRUST, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

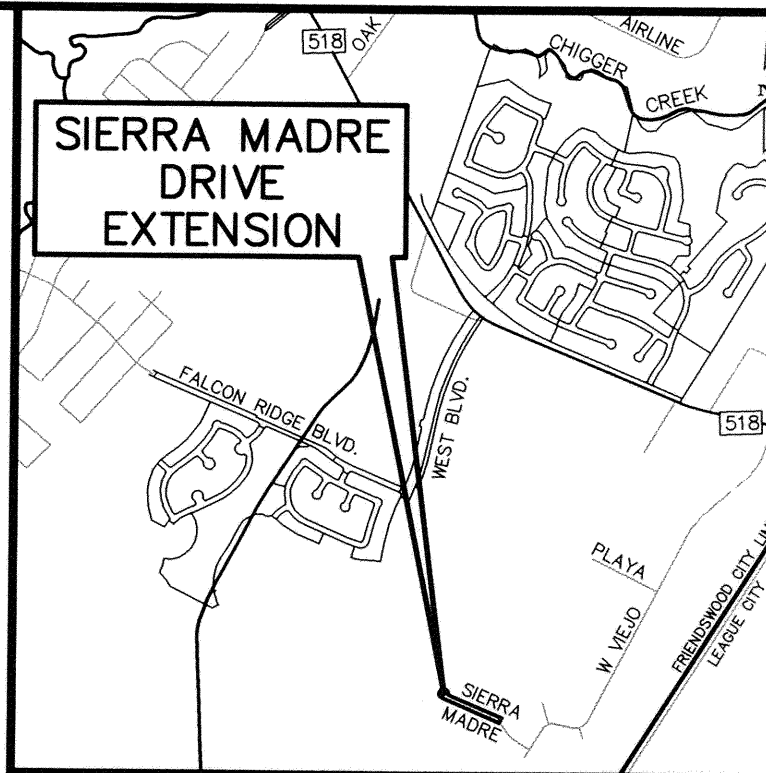
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2012.



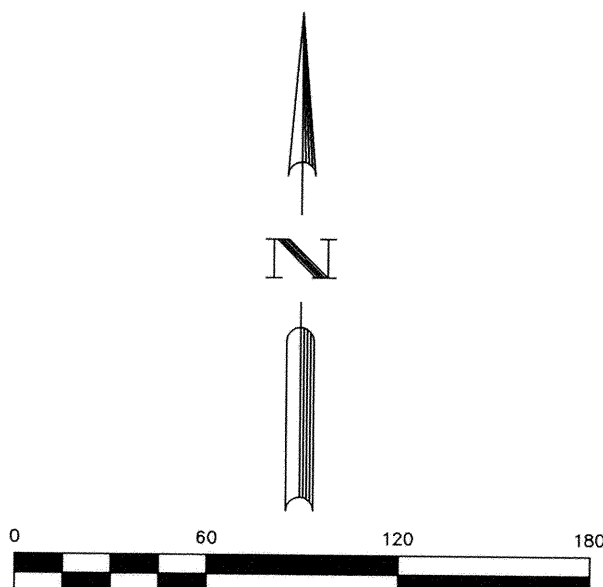
Londa Corl
Londa Corl
Notary Public in and for the State of Texas
Commission Expires: 06-01-2015

Exhibit A

License
Area



VICINITY MAP
SCALE - 1" = 2,000'
GALVESTON CO. KEY MAP: 657 K & P



FINAL PLAT SIERRA MADRE DRIVE EXTENSION STREET DEDICATION

A SUBDIVISION OF 0.7945 ACRES OF LAND
OUT OF THE JOHN DICKINSON SURVEY, A-9
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS
ALSO BEING A PARTIAL RE-SUBDIVISION OF A PORTION
OF LOTS 125-127, LOTS 143-145, ALL OF THE
EAST-WEST 30' UNIMPROVED ROAD SOUTH OF LOTS
126 & 127 AND NORTH OF LOTS 144 & 145 AND A
PORTION OF THE EAST-WEST UNIMPROVED 30' ROAD
SOUTH OF LOTS 125 AND NORTH OF LOT 143
OF THE SLOANE SUBDIVISION AS RECORDED IN VOL. 3,
PG. 61A (VOL. 254A, PG. 53), G.C.M.R.

SCALE: 1"=60'

DATE: DECEMBER 16, 2009

OWNER:
WESLEY WEST CATTLE, L.P. &
WESLEY WEST DESCENDANTS TRUST
STUART W. STEDMAN
BETTY ANN WEST STEDMAN

P.O. BOX 7
HOUSTON, TEXAS 77001

OWNER:
MARIA & JOHN REVELL
2513 SIERRA MADRE DR.
FRIENDSWOOD, TEXAS 77546

OWNER:
JAMES W. & SIMONA JAMAIL
2517 SIERRA MADRE DR.
FRIENDSWOOD, TX 77546

OWNER:
AUTUMN CREEK DEVELOPMENT, LTD.
550 GREENBAY PARKWAY, SUITE 100
HOUSTON, TEXAS 77057
(281) 978-1052
MR. KEITH SCHONKOVER, P.E.

OWNER:
PHILIP J. & SUSAN DUNNE
2514 SIERRA MADRE DR.
FRIENDSWOOD, TX 77546

**BROWN
& GAY**
ENGINEERS, INC.

Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 Fax: 281-558-9701
— Civil engineers and surveyors —
MR. ENRIQUE MORALES, P.E.
MR. EDWARD F. TAYLOR, R.P.L.S.

LICENSE AND INDEMNITY AGREEMENT

WHEREAS, on August 3, 2020, the City Council agreed to the request by JAMES W. JAMAIL to utilize the City's Right of Way located along the property located at 2517 Sierra Madre, Friendswood, Galveston County, Texas; and further described on Exhibit "A" attached hereto.

WHEREAS, the City Council was agreeable to said project, subject to the execution of this License to Use agreement;

NOW, THEREFORE, the City of Friendswood (City) and JAMES W. JAMAIL (Licensee), in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

1. License

The City agrees to the use of the Sierra Madre right-of-way directly adjacent to the property addressed at 2517 Sierra Madre, Friendswood Drive in the location and of the type as presented to city staff and the City Council, for the purposes of constructing a fence and planting of landscape materials, ("Licensed Use"). A site map and depiction of the specific property for the Licensed Use are attached as Exhibit "A" hereto, ("Licensed Property"). The Licensed Property shall exclusively consist of fencing and landscape materials located along 2517 Sierra Madre as depicted on Exhibit "A."

- 1.01 The Licensee agrees that this license is based upon the stated uses only, and shall terminate upon the cessation of said uses by Licensee, unless sooner terminated according to other terms and provisions contained in this Agreement.
- 1.02 Licensee shall provide consideration to the City for the license to use the city property as reflected in the Conditions and related requirements hereafter.

2. Conditions

- 2.01 The City and Licensee agree that the Licensed Property is granted for the Licensed Use subject to the following conditions, terms and reservations
 - a) The Licensee will not interfere with City's work within licensed property.
 - b) The Licensee must not create or allow any nuisances on the property, as that term is defined by State law and/or The City Code.
 - c) At such time as this license is terminated or canceled, for any reason whatsoever, Licensee shall, at the City's option, remove all improvements and appurtenances owned by them, situated in, on, over, under or attached to the Licensed Property, and Licensee shall restore the premises in accordance with the requirements of the City Engineer. If Licensee fails to remove all improvements and appurtenances or if Licensee fails to restore the Licensed Property as required, then, in either event, the City shall have the right to do all work necessary or cause such work to be done and assess the cost of all work against Licensee and the City shall in no case be liable to Licensee.

- 2.02 Temporary cessation. Licensee agrees to temporarily remove the Licensed Use at request of the City, if same obstructs the City's temporary maintenance or construction activity within the Licensed Property.
- 2.03 Permanent removal. This license is made subordinate to the right of the City to use the Licensed Property for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the above area, or a portion thereof, for a public purpose, or for any utility service which will require the use of Licensed Property then in that event, the City shall give the Licensee written notice of the City's intention to cancel this license immediately. Licensee shall have the same right of cancellation upon giving the City thirty (30) days written notice of Licensee's intention to cancel. Upon the termination or cancellation by the City or Licensee, this license shall become null and void, and Licensee or anyone claiming any rights under this instrument shall remove any improvements and encroachments from the Licensed Property at Licensee's expense. All work shall be done at Licensee's sole cost and to the satisfaction of the Building Official. The determination by the City Manager as to the public necessity of the use of the property shall be final and binding upon the parties.
- 2.04 This license is subject to all state and federal laws, the provisions of the Charter of the City of Friendswood as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Friendswood now in effect or those which may hereafter be passed, adopted, or amended.
- 2.05 The Licensee must apply for and receive any necessary permits from the Building Department, Public Works Department, or other pertinent City boards or departments.

3. Indemnity

- 3.01 **JAMES W. JAMAIL** and each person, agent, tenant, firm, corporation, association, or entity of any kind (hereinafter "person") performing work within the City's public right-of-way and property as a contractor on behalf of **JAMES W. JAMAIL**, shall indemnify, defend, and hold the City harmless as set forth below to provide such indemnity. The provisions referring to **JAMES W. JAMAIL** herein below shall be constructed to mean all such persons.

The Licensee shall promptly defend, indemnify, and hold harmless the City from and against all damages, costs, losses, or expenses:

- a. For the repair, replacement, and/or restoration of City's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective solely as a result of the user's acts or omissions; and
- b. From and against any and all claims, demands, suits, causes of action and judgments for:
 - i. Damage to loss of the Licensed Property of any person (including, but not limited to, user, its agents, officers, employees, and subcontractors, and the City, its agents, officers, and employees and third parties); and/or

ii. Death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the officers, agents, and employees of the user, the user's contractors, and the City's officer, agents, and employees, and third parties), arising out of, incident to, concerning, or resulting from, the negligent or willful acts or omissions of the user, its officers, agents, employees, and/or subcontractors, in the performance of activities pursuant to **JAMES W. JAMAIL's** use of the City's right of way and Licensed Property, whether or not caused in whole or in part by the negligence of the City, its agents or employees. For purposes of this indemnification provision, acts or omission of the officer, agents, employees and contractors of **JAMES W. JAMAIL** shall be considered the acts and omissions of **JAMES W. JAMAIL**. The indemnity provisions set forth above is solely for the benefit of City and **JAMES W. JAMAIL** and is not intended to create or grant any rights, contractual or otherwise, to any other person. This provision shall also cover any claim for damages that any utility, whether publicly or privately owned, may sustain or receive by reason of Licensee's use of said license for Licensee's improvements located on the licensed property.

3.02 Licensee shall never make any claim of any kind or character against the City for damages that it may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or sanitary sewer mains, or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature. It is Licensee's intention, and a condition of this license, that this provision shall constitute a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the City by reason of, or a consequence of having granted permission to Licensee to use and maintain the Licensed Property. Licensee agrees to defend any and all suits, claims, or cause of action brought against the City on account of same, and discharge any judgment or judgments that may be rendered against the City in connection herewith.

3.03 Licensee shall, at its expense, maintain in force during the term of this License, a combined single limit policy of bodily injury and property damage insurance, with a term of not less than Five Hundred Thousand Dollars (\$500,000), insuring City and Licensee against all liability arising out of the use, occupancy, or maintenance of the Licensed Property and appurtenant areas. Said policy shall be endorsed as a primary insurance to City. Licensee shall name City as an additional insured. Proof of insurance must be submitted prior to the effective date of this Agreement.

4. General Provisions

4.01 This Agreement constitutes the entire agreement between the City and Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

- 4.02 The phrases, clauses, sentences, paragraphs or sections of this license to use agreement are severable and, if any phrase, clause, sentence paragraph, or section of this license to use agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such as invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.
- 4.03 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and mailed by certified or registered mail, addressed as set forth below or at such other address as may be specified by written notice:

CITY OF FRIENDSWOOD:

Attn: City Manager

910 S. Friendswood Dr.

Friendswood, Texas

77546

(281) 996-3250

LICENSEE:

JAMES W. JAMAIL

2517 Sierra Madre

Friendswood, Texas

77546

- 4.04 The City and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.
- 4.05 Venue for any dispute out of this License Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 4.06 This Agreement cannot be assigned without prior written consent of the City.

IN WITNESS WHEREOF, City/Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

Mike Foreman

Mayor, City of Friendswood

Attested:

Melinda Welsh, City Secretary
City of Friendswood

LICENSEE:

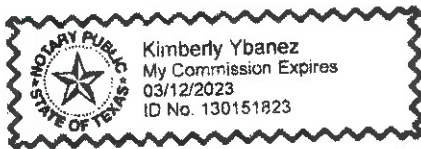
By:

James W. Jamail

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before on the 19th day of August 2020, by James W. Jamail, the owner of 2517 Sierra Madre Drive, Friendswood, Texas 77546.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of August 2020.



Notary Public In and For the State of Texas

My Commission Expires: 3/12/2023



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/02/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Lockton Companies, LLC 3657 Briarpark Dr., STE 700 Houston, TX 77042		PHONE (A/C, No, Ext): 713-458-5328	COMPANY AIG Property Casualty Company	
FAX (A/C, No): 713-430-5328		E-MAIL ADDRESS: klemm@lockton.com		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:				
INSURED James Jamail PO Box 57808 Webster, TX 77598		LOAN NUMBER		POLICY NUMBER [REDACTED]
		EFFECTIVE DATE 05/19/2020	EXPIRATION DATE 05/19/2021	☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 2517 Sierra Madre, Friendswood, TX 77546
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
				Liability	\$ 500,000	
				Medical Payments	\$ 10,000	

REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
--

ADDITIONAL INTEREST

NAME AND ADDRESS CITY OF FRIENDSWOOD Attn: City Manager 910 S. Friendswood Dr. Friendswood, TX 77546	X	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
		MORTGAGEE		
	LOAN #			
	AUTHORIZED REPRESENTATIVE Carl Maxwell			

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: September 14, 2020

Date submitted: 7/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the disposition of RFQ 2020-07 Public Safety Building Expansion.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November 2019, voters approved a bond proposition which included approximately \$5M for the expansion of the existing Public Safety Building. This facility is located at 1600 Whitaker Drive and is utilized by the Friendswood Police Department, Municipal Courts, and Fire Marshal's Office. The expansion is to be constructed on the same parcel.

The City recently issued a Request for Qualifications for Architectural and Engineering Services related to the project. There were 18 responses received. The responses were evaluated by Engineering, FMO, and PD staff.

PGAL was tabbed as the Selection Committee's choice for its strong qualifications and experience. They have over 74 years of experience and an extensive portfolio of municipal, police, and emergency operations facilities.

In July 2020, Council approved a reimbursement resolution to allow advance funding up to \$1 million for expenditures related to the Public Safety Building expansion and Fire Station #2 renovation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Upon approval of a contract with PGAL, they will immediately enter into the Programming and Preliminary Design Phase of the project. PGAL's proposal is for \$68,380.

Upon completion of a preliminary design, PGAL will make a presentation to the City Council which will include a project narrative overview explaining the project scope and goals.

RECOMMENDATIONS

Authorize the execution of a contract with PGAL for the Programming and Preliminary Design Phase of the Public Safety Building Expansion project.

ATTACHMENTS

1. PSB Score Sheet
2. PGAL PSB
3. Friendswood Public Safety Building Expansion Preliminary Design - PGAL Proposal 090320

Firm	Avg.	Final Rank
PGAL	1.00	1
BSW	2.14	2
Treanor HL	2.86	3
Dewberry Architects	4.14	4
BRW Architects	4.29	5
Gensler	4.43	6
Martinez Architects	4.86	7
Johnston	6.43	8
Joiner	6.71	9
STOA Architects	7.57	10
Powers Brown Architecture	8.14	11
RPGA Design Group	8.43	12
Autoarch	9.00	13
English+ Associates	9.29	14
PDG Architects	9.43	15
Prozign Architects	10.86	16
Brave Architects	11.29	17
Odyssey Eng Group	13.00	18

REQUEST FOR QUALIFICATIONS (RFQ) FOR
**A&E SERVICES FOR
PUBLIC SAFETY
BUILDING EXPANSION**

PGAL, INC.

JULY 16, 2020

PGAL



COPY

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Harris County/City of Houston – Joint County/City Processing Center





July 16, 2020

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, Texas 77546

Re: Request for Qualifications (RFQ) for A&E Services for Public Safety Building Expansion – RFQ 2020-07

Dear Mr. Arias and Selection Committee:

PGAL is a national design firm committed to supporting the critical role of public safety facilities in our communities. A leader in public safety design with an extensive portfolio of municipal, police, and emergency operations facilities delivered on time and on budget, PGAL offers a proven process and collaborative methodology that emphasizes a focus on our client's goals.

Whether our assignment is a facility expansion, a small neighborhood substation, a county-wide emergency dispatch center, or a police training facility, PGAL is committed to supporting the critical role of public safety facilities in our communities. Our proposed team offers an assurance that the facility we will design will meet the functional, aesthetic, and budget needs that are unique to the City of Friendswood. With over 74 years of firm history and experience, the PGAL team brings unparalleled design resources from decades of experience.

As police, municipal, and emergency services have evolved from their original mission of responding to calls for help, so has the public's perception and expectations of public safety buildings. Trends such as inviting lobby spaces and public meeting spaces allowing opportunities for public outreach exemplify these transformations in design. The PGAL team brings unparalleled design resources from decades of experience. We understand how departments have evolved and what elements modern facilities require to enable efficient and effective operations. We are understanding of the current public safety environment and the need for police departments to maintain a relationship of trust within their communities. We think that design can play some part in improving that environment.

We have also assembled a team of consultants who we know will be able to fully and successfully execute your vision for this project, and we hope that you feel the same after reviewing our qualifications. We look forward to developing a relationship with the City of Friendswood on this project. If you have any questions concerning our submittal, please contact me at 713.622.1444 or pbonnette@pgal.com.

Sincerely,


Paul Bonnette, AIA
Principal-In-Charge



Harris County/City of Houston - Joint County/City Processing Center



QUALIFICATIONS

PGAL

Relevant. Expressive. Innovative. These qualities guide our architectural practice, ensuring that each project delivers enduring value and inspiration. Merging the latest technology with timeless design, PGAL creates cohesive civic spaces for communities across the nation.

PGAL, Inc. is an international design firm specializing in architecture, interiors, engineering, and planning for a diverse portfolio of clients. Renowned for outstanding service and attention to detail, we balance innovative, responsive design solutions with a pragmatic, cost-conscious approach.

PGAL is an S-Corporation that is privately held by our 20 Principals and numerous Associate Principals, with headquarters in Houston, Texas. Additional office locations include Alexandria, VA, Atlanta, GA, Austin, TX, Boca Raton, FL, Chicago, IL, Dallas/Fort Worth, TX, Denver, CO, Hoboken, NJ, Las Vegas, NV, Los Angeles, CA, Salt Lake City, UT, and San Diego, CA.

Founded in 1946 by George F. Pierce Jr., PGAL has grown from a one-person architecture practice in Houston to an organization of nearly 300 professionals working on projects nationwide from offices in 13 U.S. cities. Transforming over the years from the partnership Pierce & Pierce, to Pierce Goodwin Flanagan, Pierce Goodwin Alexander, and ultimately Pierce Goodwin Alexander & Linville, our trusted legacy of exceptional quality has helped make PGAL the highly recognized architecture firm we are proud to be today. Our firm has been in continuous operation for 74 years and became incorporated in the state of Texas in 1987.

LEGAL NAME + COMPANY NAME HISTORY

PGAL, Inc.	2017
Pierce Goodwin Alexander & Linville, Inc.	1989
Pierce Goodwin Alexander	1975
Pierce Goodwin Flanagan	1969
Pierce & Pierce	1948
Pierce	1946

ADDRESS

3131 Briarpark Drive, Suite 200
Houston, Texas 77042
P: 713.622.1444
F: 713.968.9333

YEARS IN BUSINESS

74 Years

TYPE OF LEGAL ENTITY

Texas S-Corporation

NUMBER OF EMPLOYEES

PGAL currently has 299 employees in 13 offices across the country. Our Houston, Texas, office is the corporate headquarters and will serve as the prime office on this project. A breakdown of PGAL's professionals by skill group is as follows:

	2020
Administration	60
Architect	65
Senior Designer (Architecture)	11
Designer (Architecture)	84
Designer	21
CADD Technician	3
Interior Designer	16
Civil Engineer	12
Designer (Engineering)	1
Engineer-in-Training (EIT)	7
Structural Engineer	3
Transportation Engineer	3
Construction Inspector	1
Construction Manager	3
Project Manager	9
TOTAL	299



CONSULTANT TEAM MEMBERS

The PGAL team is committed to providing the City of Friendswood with outstanding professional service. The principals and project managers of each of our team member firms have also confirmed the commitment for each of the subconsultants proposed in our qualifications.

Brief histories of each of our proposed consultants are provided in this section. The project's organization structure and resumes for key team members, including Project Manager Ryan Bass, follow.

DBR

MEP Engineering, IT, AV + Security

DBR has evolved from a small-scale engineering firm to the most reliable mechanical, electrical, plumbing, and technology engineering firm in Texas. Since the incorporation of DBR Engineering Consultants, Inc. in 2001, the firm's managing partners have positioned DBR as a forward thinking firm by proactively identifying opportunities and investing in proper planning for the future. Their steady growth stems from serving the altering needs of clients by adapting to economic, social, and technological change. Not only are they devoted to meeting clients' expectations, the firm also strives to achieve client goals while delivering premium quality through close collaboration. While the firm's history guides their growth, DBR's talented team of visionaries are the key to the firm's success.

HENDERSON ROGERS

Structural Engineering

Henderson Rogers Structural Engineers, LLC was established in 2005 with a single goal in mind: to offer engineering services superior to that of their predecessors. The firm is a principal-led firm, meaning principals are actively engaged in projects from conceptual design through construction. Henderson Rogers believes sharing knowledge gained through many years of experience is a key component to producing a successful project. The firm's principals have practiced for decades, during which time they have been responsible for the design of hundreds of successfully completed projects. The principals strive to impart this knowledge to the staff and encourage them to look beyond what is required to simply design the structure. Ultimately, Henderson Rogers recognizes and believes that the firm's designers must understand the vision of the Architect and the Owner and make that vision the overarching goal of their design as well.

HALFORD BUSBY

Cost Estimating

Halford Busby, LLC is a certified HUB/DBE/WBE/SBE professional construction consulting firm established in 2005. They provide construction cost management, large loss consulting, program management, and scheduling services to project owners, architects, engineers, managers, designers, builders, insurers, and lenders. The firm offers each client a tailored cost management approach to the specific needs of each project – from conceptual estimates and preliminary budgets to construction documents. All estimate disciplines are performed in-house. Halford Busby has a proven track record of accuracy in cost estimating in all disciplines and project types, whether it be competitive sealed proposals, hard bids, or CMAR and have an established accuracy rate of +/- 2.2 percent from estimate to final construction contract amount.

TERRACON

Geotechnical

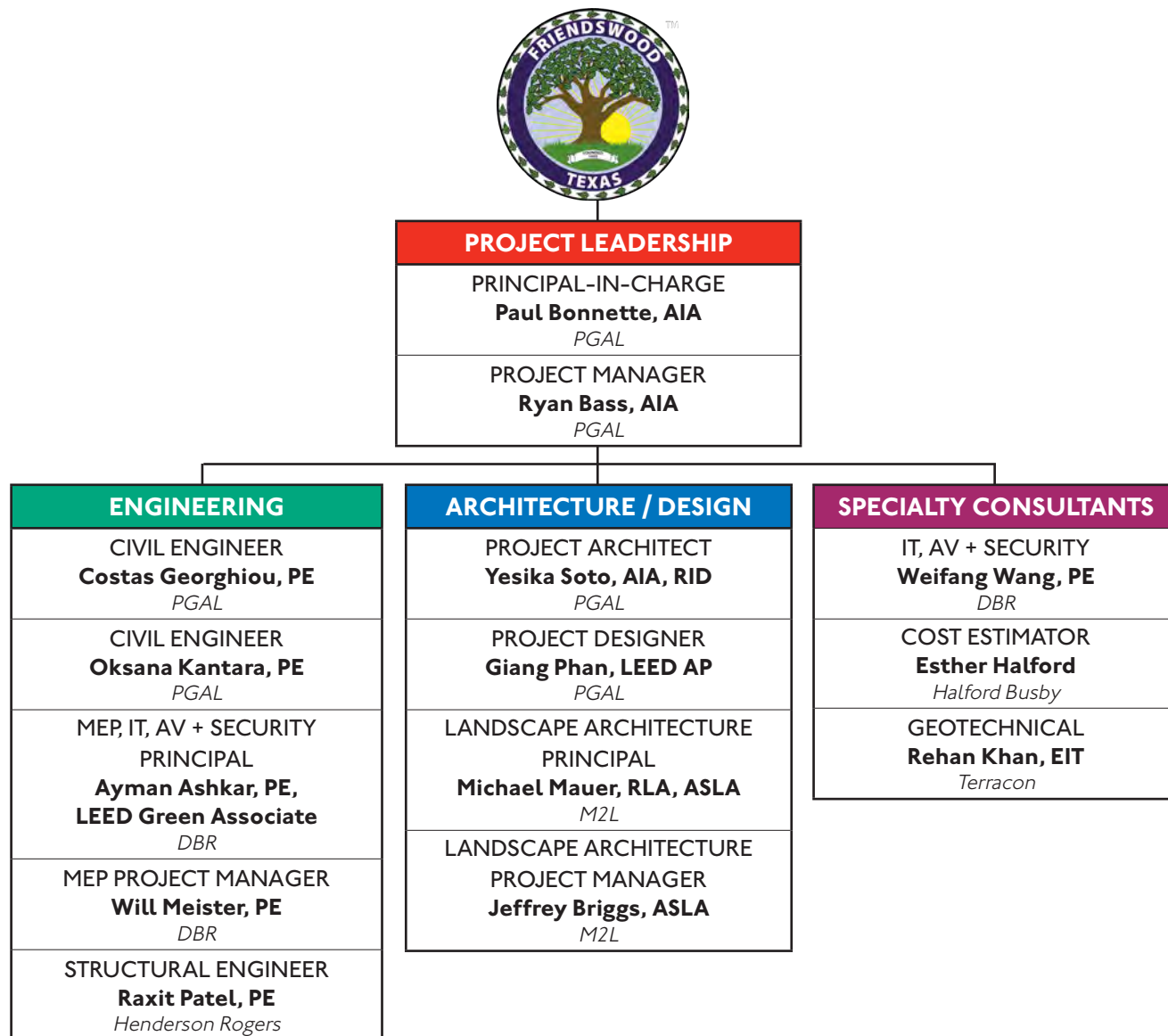
Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multi-discipline firm specializing in environmental, facilities, geotechnical, and materials. Over its history, the firm has achieved significant expansion through both internal growth and acquisitions. Terracon currently has 5,000 employees in 150 offices and 40 states nationwide. The firm serves a diverse portfolio of private and public clients. When combining national resources with specific local area expertise, Terracon consistently overcomes obstacles and deliver the results clients expect. By being responsive, resourceful, and reliable, the firm strives to exceed clients' expectations for service, solutions, quality, and speed of delivery.

M2L

Landscape Architecture

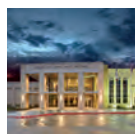
M2L Associates Inc. was founded in October of 1994 to provide comprehensive planning and landscape architectural design services. The firm specializes in finding creative solutions to publicly funded projects in the diverse regulatory environment that exists in this market sector. The firm's extensive public sector market experience includes federal, state, and local agencies and political subdivisions such as management districts and redevelopment authorities. The firm has been a valuable contributor on many civic projects from city halls, police and fire stations, public works, and emergency management centers. A few of the governmental agencies include the cities of Houston, Sugar Land, Navasota, West University Place, Conroe, and Harris County, Texas.

ORGANIZATION CHART



SUCCESS IN PARTNER COLLABORATION

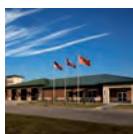
PGAL and our subconsultants have successfully collaborated on many similar municipal and public safety projects. The projects below are just a few examples that demonstrate our ability to deliver facilities that reach far beyond expectations.



CITY OF LEAGUE CITY

Public Safety Building

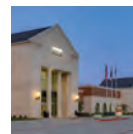
- › PGAL
- › DBR
- › Terracon
- › M2L



CITY OF DAYTON

Public Safety Campus

- › PGAL
- › DBR



CITY OF CONROE

Public Safety Complex

- › PGAL
- › M2L



CITY OF CONROE

Police Training Building

- › PGAL
- › DBR
- › M2L



CITY OF GRANBURY

Police Station

- › PGAL
- › Henderson Rogers



CITY OF BELLAIRE

Police + Municipal Courts

- › PGAL
- › Henderson Rogers
- › Terracon



PAUL BONNETTE AIA

Principal-In-Charge

Paul has more than 30 years of experience, serving as a principal for municipal, educational, institutional, financial, commercial, and retail projects. He consistently demonstrates an exceptional ability to program, plan, design, and detail municipal and institutional projects of any size and complexity. Paul is a knowledgeable and attentive architect and takes a proactive approach to management and production responsibilities. As one of PGAL's foremost experts in municipal and public safety design, he has committed his availability to lead and coordinate the design for the City of Friendswood Public Safety Building Expansion.



EDUCATION

Master of Architecture,
Rice University

Bachelor of Science,
Architecture,
University of Michigan

REGISTRATION/LICENSES

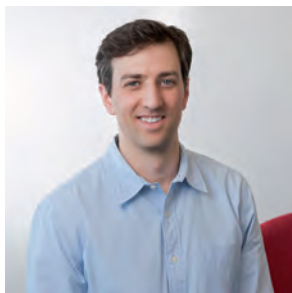
Registered Architect,
Texas No. 16372;
Virginia No. 0401018228

AFFILIATIONS

American Institute of
Architects

PROJECT EXPERIENCE

- › City of League City Public Safety Building - League City, Texas
- › City of Liberty Police Station - Liberty, Texas
- › City of Deer Park Police Department Emergency Operations Center + Dispatch Addition Needs Assessment - Deer Park, Texas
- › City of Baytown Patrol Division Renovation - Baytown, Texas
- › City of Baytown Police Department Needs Assessment - Baytown, Texas
- › City of Baytown 9-I-I Communication + Information Data Services Center - Baytown, Texas
- › City of Baytown EMS Station - Baytown, Texas
- › City of Lake Jackson City Hall, Animal Shelter + Police Evidence Needs Assessment - Lake Jackson, Texas
- › City of Texas City Emergency Operations Center - Texas City, Texas
- › University of Houston-Downtown Police Department Space Needs Assessment - Houston, Texas
- › Fort Bend County Emergency Operations Center Needs Assessment - Richmond, Texas
- › Texas Medical Center Police Dispatch, IT + Parking Office Renovation - Houston, Texas
- › Montgomery County Sheriff's Substation - Conroe, Texas
- › Fort Bend County Courthouse Administration Building Addition - Richmond, Texas
- › Fort Bend County Justice Center - Richmond, Texas
- › City of Las Vegas Municipal Courthouse - Las Vegas, Nevada
- › Aransas County Courthouse/City Hall Complex - Rockport, Texas
- › Harris County 1200 Baker Street Jail - Houston, Texas
- › Collin County Courthouse - McKinney, Texas
- › Collin County Administration Building - McKinney, Texas
- › Grimes County Justice Center + Administration Building - Anderson, Texas
- › City of Port Neches Fire Station + Emergency Operations Center - Port Neches, Texas
- › Victoria County Commissioner's Court Renovation - Victoria County, Texas



RYAN BASS AIA

Project Manager

Ryan has over 14 years' experience providing architectural services for a wide range of project types, including civic and municipal, educational, healthcare, corporate and commercial, residential, mixed-use, retail, hospitality, transit terminal and station, parking garage, and industrial. He will be responsible for leading the design team's performance to meet budget and schedule requirements for the City of Friendswood Public Safety Building Expansion. He will also provide direction, resourcing, and tracking for primary design tasks and manage strategic coordination with project stakeholders and the design team, including subconsultants.

PGAL

EDUCATION

Masters of Architecture,
Texas Tech University,

Bachelors of Science,
Architecture, Texas Tech
University

REGISTRATION/LICENSES

Registered Architect,
Texas No. 24552

AFFILIATIONS

American Institute of
Architects

PROJECT EXPERIENCE

- › City of Conroe Police Training Classroom Building – Conroe, Texas
- › City of Conroe Police Maintenance Building – Conroe, Texas
- › City of Bellaire Master Plan + Assessment – Bellaire, Texas
- › Howard Hughes Corporation Creekside Park West Retail Development – The Woodlands, Texas
- › Grundfos Americas Headquarters Office Building – Brookshire, Texas
- › Walmart Corporate Campus Parking Garages – Bentonville, Arkansas
- › Knoxville TVA Employees Credit Union Headquarters – Knoxville, Tennessee* I
- › Ango Global Houston Headquarters – Houston, Texas* I
- › Unificare Professional Office Building – Coppell, Texas*
- › Baylor Scott & White Continuing Care Hospital Temple – Long Term Acute Care Hospital – Temple, Texas* I
- › Duffy Pediatric Dental Clinic – Flower Mound, Texas*

* Experience prior to PGAL

I Indicates project was started but not completed



City of Conroe Police Training Classroom Building



YESIKA SOTO AIA, RID

Project Architect

Yesika has over seven years of experience in architectural design and development. She has completed conceptual and schematic designs, space planning, construction documents, and construction administration for projects at civic buildings, corporate offices, and airport facilities. Yesika will regularly monitor the Public Safety Building Expansion project for conformance with established project, technical, and budget criteria, as well as design quality, code compliance, and thoroughness of documents. Her proactive stance and intuitive understanding of design disciplines enhance her ability to work through complex project issues.



EDUCATION

Master of Architecture,
University of Houston

Bachelor of
Environmental Design,
Texas A&M University

REGISTRATION/LICENSES

Registered Architect,
Texas No. 27251

Registered Interior
Designer, Texas No.
12466

AFFILIATIONS

American Institute of
Architects

PROJECT EXPERIENCE

- › City of Granbury Police Station - Granbury, Texas
- › Montgomery County Sheriff's Substation - Conroe, Texas
- › Arena Energy Office Building Interior - The Woodlands, Texas
- › Howard Hughes Alight Build-to-Suite Office Building - The Woodlands, Texas
- › Howard Hughes Corporation Creekside Park West Retail Development - The Woodlands, Texas
- › Southwest Airlines LAX Terminal I Line Maintenance - Los Angeles, California
- › Southwest Airlines LAX Domicile Facility - Los Angeles, California
- › Southwest Airlines LAX Terminal I.5 - Los Angeles, California
- › Southwest Airlines ONT Trailer Offices - Ontario, California
- › Southwest Airlines SMF Ground Ops + Breakroom Expansion - Sacramento, California
- › United Airlines IAH Corporate Real Estate Project Management Office Relocation - Houston, Texas
- › United Airlines IAH New Terminal C North - Houston, Texas
- › American Express IAH VIP Lounge - Houston, Texas



City of Granbury Police Station



GIANG PHAN LEED AP

Project Designer

Giang brings nearly 15 years of architectural experience to the team, translating design philosophies to the built environment. His responsibilities include the exploration of different design strategies and typologies during design development and carrying them through documentation and construction. Project types include interior and ground-up construction for both public and private entities.



EDUCATION

Bachelor of Architecture,
University of Houston

Bachelor of Science,
Environmental Design,
University of Houston

REGISTRATION/LICENSES

LEED Accredited
Professional

PROJECT EXPERIENCE

- › City of League City Public Safety Building – League City, Texas
- › Chambers County Dispatch Center – Anahuac, Texas
- › City of Bellaire New Fire Station – Bellaire, Texas
- › City of League City Fire Station No. 2 – League City, Texas
- › City of Port Neches Fire Station + Emergency Operations Center – Port Neches, Texas
- › City of Sugar Land Constellation Field – Sugar Land, Texas
- › City of Baytown Council Chamber Renovation – Baytown, Texas
- › City of Kerrville Facilities Master Plan – Kerrville, Texas
- › Harris County Atascocita Bomb Range – Atascocita, Texas
- › Harris County Indefinite Delivery Master Plan – Houston, Texas
- › Harris County Precinct 3 Juvenile Probation Detention Facility – Houston, Texas
- › Harris County Civil Justice Center – Houston, Texas
- › Space Center Houston Special Events Building – Houston, Texas
- › Space Center Houston Classroom Building + Office Addition – Houston, Texas



City of League City Public Safety Building



COSTAS GEORGHIOU PE

Civil Engineer

Costas has more than 38 years of experience in the design, construction, and administration of building engineering design and major transportation projects. He has provided planning and design services for a multitude of cities in Texas and is very familiar with the specific requirements of public safety, police, fire, and emergency services department buildings. His experience also includes planning, design, and construction management of local roads, freeways, toll roads, and interchanges.

PGAL

EDUCATION

Master of Science, Civil Engineering, University of Houston

Bachelor of Science, Civil Engineering, University of Houston

REGISTRATION/LICENSES

Professional Engineer, Texas No. 58255; Nevada No. 015986

AFFILIATIONS

Associated General Contractors of America

Greater Houston Partnership – Transportation Committee

Texas Good Roads/Transportation Association

PROJECT EXPERIENCE

- › City of League City Public Safety Building – League City, Texas
- › City of Dayton Public Safety Campus – Dayton, Texas
- › City of Liberty Police Station – Liberty, Texas
- › City of Conroe Police Training Classroom Building – Conroe, Texas
- › City of Baytown 9-1-1 Communication + Information Data Services Center – Baytown, Texas
- › Greater Harris County 9-1-1 Tom Bass Building – Houston, Texas
- › Montgomery County Emergency Services Facility – Montgomery, Texas
- › Port Freeport Emergency Operations Center – Freeport, Texas
- › City of Webster Fire Station – Webster, Texas
- › City of Houston Cullen Maintenance Facility – Houston, Texas
- › City of Houston Lift Station Rehabilitation/Replacement – Houston, Texas
- › Fort Bend County Judicial Complex – Richmond, Texas
- › Harris County Precinct One Hardy Service Center – Houston, Texas
- › Harris County Christia V. Adair Community Center – Houston, Texas



City of Liberty Police Station



OKSANA KANTARA PE

Civil Engineer

Oksana has nearly 20 years of engineering experience. She has worked on projects in the commercial, residential, and industrial fields with project scopes including site development, grading plans, and SWPP. Her experience also includes planning, engineering design, and construction management of building and site developments, stormwater systems, water and sanitary sewer lines, paving and road design, civil specifications, and permitting.



EDUCATION

Bachelor of Science,
Environmental
Engineering, Vilnius
Gediminas Technical
University

REGISTRATION/LICENSES

Professional Engineer,
Texas No. 116902

AFFILIATIONS

American Society of Civil
Engineers

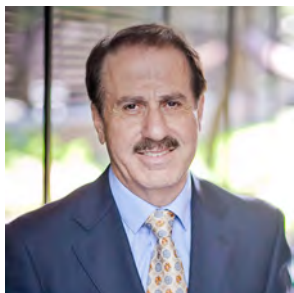
PROJECT EXPERIENCE

- › City of Bellaire Police + Municipal Courts - Bellaire, Texas
- › City of Conroe Police Training Classroom Building - Conroe, Texas
- › City of Bellaire City Hall + Civic Center - Bellaire, Texas
- › City of West University Place Animal Control Facility - West University Place, Texas
- › South Montgomery County ESD No. 8 Fire Station No. 11-3 Training Field - Conroe, Texas
- › South Montgomery County ESD No. 8 Fire Station No. 11-1 - Spring, Texas
- › South Montgomery County ESD No. 8 Fire Station No. 11-5 - Spring, Texas
- › City of Hitchcock Galveston County Drainage District No. 1 Site - Hitchcock, Texas*
- › City of Pearland Paul Drive Waterline Extension - Pearland, Texas*
- › Drainage Impact Analysis of the Eagle Creek Watershed Friendswood Lakes Subdivision Sections 5+9 - Friendswood, Texas*
- › Friendswood Lakes Subdivision Sections 5 + 9 - Friendswood, Texas*
- › Monte Bello Subdivision - Friendswood, Texas*
- › Northfield Estates Subdivision - Friendswood, Texas*

* Experience prior to PGAL



City of Bellaire Police + Municipal Courts



AYMAN ASHKAR PE, LEED GREEN ASSOCIATE
MEP, IT, AV + Security Principal



Since 1989, project design and coordination has been Ayman's main focus at DBR. With extensive experience in the design and construction industry, he has brought a wealth of knowledge to all project types. Ayman is also responsible for setting standards for HVAC system design. As Vice President of the firm, Ayman oversees the firm's operational functions and maintains ongoing commitment to client satisfaction. As previous Director of Sustainability, Ayman is an advocate for efficient client buildings, as he promotes green building and comfortable and healthy indoor environments.

EDUCATION

Bachelor of Science,
Mechanical Engineering,
Damascus University

REGISTRATION/LICENSES

Professional Engineer,
Texas No. 83807

LEED Green Associate

AFFILIATIONS

American Society of
Heating, Refrigeration
& Air Conditioning
Engineers

Association of Energy
Engineers, Lone Star
Chapter

Association for Learning
Environments

PROJECT EXPERIENCE

- › City of League City Public Safety Building - League City, Texas
- › City of Dayton Public Safety Campus - Dayton, Texas
- › City of Conroe Police Training Center - Conroe, Texas
- › City of Conroe Police Maintenance Building - Conroe, Texas
- › City of Sugar Land Public Works Interior Design - Sugar Land, Texas
- › City of Seabrook Public Works + Animal Control Complex - Seabrook, Texas
- › Bob Lanier Public Works Building - Electrical Engineering + Systems Upgrades - Houston, Texas
- › City of Liberty Cultural Center HVAC Renovation - Liberty, Texas
- › General Services Administration U.S. Marshals Service Building - Tyler, Texas
- › General Services Administration U.S. Marshals Service Building - Victoria, Texas



City of League City Public Safety Building (with PGAL)



WILL MEISTER ^{PE}

MEP Project Manager

Will is responsible for the mechanical design and the coordination of mechanical, electrical, and plumbing systems for projects. He has engineered educational facilities, tenant interiors in various mid- and high-rise office buildings, industrial facilities, financial institutions, and municipal facilities. Will's design prowess even extends to the application of design function, making him well-versed in load calculations, equipment sizing and selection, and field site surveys of existing buildings.



EDUCATION

Bachelor of Science,
Architectural
Engineering,
Pennsylvania State
University

REGISTRATION/LICENSES

Professional Engineer,
Texas No. 101184

PROJECT EXPERIENCE

- › City of Conroe Police Training Center – Conroe, Texas
- › City of Conroe Police Maintenance Building – Conroe, Texas
- › City of College Station Police Headquarters – College Station, Texas
- › City of Kyle Police Headquarters – Conroe, Texas
- › City of New Braunfels Police Headquarters – New Braunfels, Texas
- › City of Tomball Public Works Building – Tomball, Texas
- › City of Houston Fire Station No. 20 Renovation – Houston, Texas
- › City of Missouri City Traffic + Animal Shelter Emergency Generator – Missouri City, Texas
- › Department of Homeland Security Custom Border Patrol Lab Renovation – Houston, Texas



City of College Station Police Headquarters (with PGAL)



WEIFANG WANG RCDD

IT, AV + Security

Weifang joined DBR with over fifteen years of experience in performing engineering design and managing structured cabling, security access control, intrusion detection, video surveillance, AV and acoustic related projects. As a Registered Communications Distribution Designer (RCDD), he will ensure his team delivers project designs to meet requirements and the client's needs. He specializes in low-voltage cabling and infrastructure design and project management for a variety of building projects. Weifang's straightforward professionalism and focused work attitude make him a valued player.



EDUCATION

Master of Science,
Building Science,
Rensselaer Polytechnic
Institute

Bachelor of Science,
Architecture,
University of Michigan

REGISTRATION/LICENSES

Registered
Communications
Distribution Designer,
Texas No. 101184

AFFILIATIONS

Building Industry
Consulting Service
International

PROJECT EXPERIENCE

- › City of New Braunfels Police Headquarters - New Braunfels, Texas
- › City of Kyle Police Headquarters - Kyle, Texas
- › City of Plainview Police + Fire Station No. 2 - Plainview, Texas
- › City of Missouri City Fire Station No. 6 - Missouri City, Texas
- › City of Groves Fire Station/EMS Building - Groves, Texas
- › City of Pearland Fire Station No. 8 - Pearland, Texas
- › Hays County ESD No. 6 - Fire Station No. 74 - Dripping Springs, Texas
- › Fort Bend/Harris County ESD 100 - Station No. 1 - Houston, Texas
- › Bexar County ESD No. 6 Fire Station - San Antonio, Texas



RAXIT PATEL PE

Structural Engineer

Raxit has extensive knowledge and experience of modeling complex structures using advanced design software like ETABS, SAP, SAFE, ADAPT, and RISA 3D as well as designing hurricane resistant structures and mission critical buildings for tornado wind pressure. Raxit has over 17 years of industry experience including designing and managing reinforced concrete, steel, masonry, and composite structures as well as the design, production, coordination, and construction administration for projects up to \$150 million in CCL. Raxit is also heavily involved in the development of construction documents, a critical element in conveying structural design intent to the project team.



EDUCATION

Master of Science,
Civil Engineering, Rutgers
University

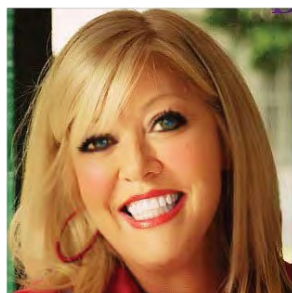
Bachelor of Engineering,
Civil Engineering,
Sardar Patel University

REGISTRATION/LICENSES

Professional Engineer,
Texas No. 106229

PROJECT EXPERIENCE

- › City of Granbury Police Station - Granbury, Texas
- › City of College Station Police Headquarters - College Station, Texas
- › City of Bellaire Police + Municipal Courts - Bellaire, Texas
- › City of Houston SWAT Rifle Range + Police Department Training Facility - Houston, Texas
- › City of Hedwig Village Police Station - Hedwig Village, Texas
- › City of College Station City Hall - College Station, Texas
- › City of Bellaire City Hall + Civic Center - Bellaire, Texas
- › Travis County Medical Examiner's Office - Austin, Texas



ESTHER HALFORD ^{RCDD}

Cost Estimator

Esther is the owner and President/CEO of Halford Busby Construction Consultants. With over 30 years in the construction industry, Esther has developed a process in the delivery of her company's cost estimating practices that have rendered her company an average accuracy rate of +/- 2.2 percent. She oversees the entire life-cycle of each estimate to ensure that each is done with the timeliness and accuracy that her clients have come to expect. She is completely hands on from initiation to completion.



EDUCATION

Prairie View A&M University

AFFILIATIONS

Professional Affiliate, AIA Houston

National Association of Female Executives

US Women's Chamber of Commerce

National Association of Government Contractors North Houston Association

PROJECT EXPERIENCE

- › City of Burnet Public Safety Building - Burnet, Texas
- › Texas Department of Public Safety Training + Maintenance Facility - Austin, Texas
- › Texas Department of Public Safety New Regional DPS Office - Hidalgo County, Texas
- › Texas Department of Public Safety New Crime Laboratory + Renovation - Austin, Texas
- › City of Plano New Fire Station Warehouse + Emergency Operations Center - Plano, Texas
- › Texas Department of Transportation Houston Transtar Emergency Building Expansion - Houston, Texas
- › South Montgomery County ESD No. 8 Fire Station No. II-I - Spring, Texas
- › Brazos County Sheriff's Office Command Center + Jail Facility - Bryan, Texas



REHAN KHAN ^{EIT}

Geotechnical

Rehan serves as a geotechnical engineer in Terracon's League City office. His responsibilities include developing field programs and coordinating with field personnel in the implementation of boring and test pit programs. He develops laboratory programs, evaluates laboratory and field data, and provides recommendations for design and construction with respect to site grading, foundations, and pavements. He also prepares proposals, manages project budgets, and writes geotechnical engineering reports. Rehan is involved in geotechnical projects that include public infrastructure at county and city levels.



EDUCATION

Bachelor of Science, Industrial Arts, Northwestern State University

REGISTRATION/LICENSES

Certified Engineer-in-Training, Texas No. 63647

AFFILIATIONS

American Society of Civil Engineers

PROJECT EXPERIENCE

- › City of Hedwig Village Police Station - Hedwig Village, Texas
- › City of Baytown Town Square - Baytown, Texas
- › Joint Reserve Base Facility Additions - Houston, Texas
- › Hometown Heroes Park Restroom - League City, Texas
- › Island Beach Park Drainage Improvements East Beach Park + Stewart Beach Park - Galveston, Texas
- › Etheredge Stadium Elementary/Middle School Campus - La Marque, Texas
- › Port of Galveston Terminal 3 Building - Galveston, Texas
- › Galveston Street Program - Galveston, Texas



MICHAEL MAUER^{RLA, ASLA}

Landscape Architecture Principal

Michael is a landscape architect and certified arborist with 34 years of broad professional experience in the design and planning of large and small-scale civic, institutional, parks, residential, commercial, urban design, and tree preservation projects. Michael works extensively in the public sector working with architects and engineers to support counties and cities improve their abilities to support their communities with public safety buildings and campuses. He has also worked on a wide variety of civic projects from city halls, police and fire stations, public works, and emergency management centers.



EDUCATION

Bachelor of Science,
Landscape Architecture,
The Ohio State University

REGISTRATION/LICENSES

Registered Landscape
Architect, Texas No. 1510
+ 3 other states

Registered Arborist,
Texas No. TX-3436A

AFFILIATIONS

American Society of
Landscape Architects

American Institute of
Architects

PROJECT EXPERIENCE

- › City of League City Public Safety Building – League City, Texas
- › City of Conroe Public Safety Complex – Conroe, Texas
- › West University Place City Hall + Police Station – West University Place, Texas
- › City of Bellaire Fire Station – Bellaire, Texas
- › Montgomery County Fire Station No. 11-3 – Montgomery County, Texas
- › Montgomery County Fire Station No. 11-6 – Montgomery County, Texas
- › City of Sugar Land City Hall – Sugar Land, Texas
- › Grimes County Courthouse – Anderson, Texas
- › Navasota Municipal Complex – Navasota, Texas



JEFFREY BRIGGS^{ASLA}

Landscape Architecture Project Manager

Jeffrey has over 20 years of project management and design experience in urban, institutional, and parks and recreational projects. He is M2L's director of construction documents and construction management for landscape projects. Jeffrey has gained invaluable project management skills working on projects in various sizes for both public and private entities.



EDUCATION

Bachelor of Science,
Landscape Architecture,
Purdue University

REGISTRATION/LICENSES

Registered Irrigator, Texas
No. LI0018998

AFFILIATIONS

American Society of
Landscape Architects

American Institute of
Architects

PROJECT EXPERIENCE

- › City of League City Public Safety Building – League City, Texas
- › City of Conroe Public Safety Complex – Conroe, Texas
- › Harris County Joint Processing Center – Houston, Texas
- › Harris County Communications Services – Houston, Texas
- › Greater Harris County 9-1-1 Emergency Center – Houston, Texas
- › Grimes County Courthouse – Anderson, Texas
- › CenterPoint Energy Navigation Service Center – Houston, Texas
- › Data Center (Confidential Client) – Houston, Texas



CITY OF LEAGUE CITY PUBLIC SAFETY BUILDING

LEAGUE CITY, TEXAS

PGAL



League City's new 74,000-square-foot public safety building is a state-of-the-art, multipurpose, fortified facility that provides resources for the community's police department, fire department, and 9-1-1 dispatch and emergency operations center.

The jail facility is designed to hold 46 male and 12 female prisoners with a secure sally port and booking area, isolation cells, detox cell, day rooms, arraignment room, interview room, and attorney/client visitation rooms. The evidence department has a large storage area with a high-density shelving system, separate secure storage rooms for drug and weapons evidence, and a drop-off area with lockers for evidence processing.

The building includes an 80-person training room, gymnasium, locker rooms, defensive tactics training room, and briefing room. A central, front lobby is designed as a translucent beacon to the community. The two-story, glass lobby connects citizens to police and fire departments as well as the second floor evidence and records departments.

The 9-1-1 dispatch center includes approximately 1,500 square feet of call center space that accommodates 20 call stations. Quad-image projectors and six wall-mounted video monitors tied to the audiovisual system allow dispatchers to view any number of images, including traffic cameras, local and cable television stations, local weather, and call information.

Site design services included grading, paving, utilities, and detention and storm sewer drainage for the 12-acre site including an access road design to provide accessibility to the facility during extreme events.

Completion Date

2014

Owner Reference

Ryan Smith, Director of Facilities and
Information Technology
300 West Walker Street
League City, Texas 77573
281.910.3080
ryan.smith@leaguecity.com

Delivery Method

CMAR

Construction Budget

\$30 million

CITY OF CONROE
PUBLIC SAFETY COMPLEX

CONROE, TEXAS



This new law enforcement complex will accommodate the City of Conroe's recent and anticipated future growth.

The project includes a 69,500-square-foot combined police headquarters and municipal courts facility as well as a separate SWAT building. It houses a 150-person courtroom, a uniform services bureau, a crime lab, evidence processing and storage, a secure server room for 9-1-1 and other equipment, and a secure lobby.

The complex is arranged to provide two distinct entrances and separate secured parking for the police department and municipal court functions. The building's interior public zone facilitates interaction with personnel behind the counter, yet the building envelope is designed to withstand 146 mph hurricane-force wind and provide ballistic protection.

Located on the north side of the city, the 11.59-acre site will eventually be surrounded by other commercial and retail users, so mobility and easy access for all emergency vehicles was critical to the design solution.

A series of needs assessment work sessions led by PGAL brought together key stakeholders and designers to collaborate on the functionality of the new facility and develop a 20-year master plan.

Completion Date

2016

Owner Reference

Jeff Christy, Chief of Police
2300 Plantation Drive
Conroe, Texas 77303
936.522.3302
jchristy@cityofconroe.org

Delivery Method

CMAR

Construction Budget

\$24.3 million

CITY OF CONROE
POLICE TRAINING BUILDING

CONROE, TEXAS



The new training facility is a four-story structure enclosing 20,800 square feet of programmed space including classrooms, offices, and armories for local and federal law enforcement.

The new building will replace the original building that was destroyed by flooding and will double the original building's interior space. The facility includes exterior storage and training space on the ground level as well as sniper training on the roof. The design mitigates the building's flooding potential, raising the finished floor out of the 500-year flood plain. The new building will utilize an economical tilt-wall structure and will reuse the existing site infrastructure and utilities to control costs and adhere to the project's budget.

The project also includes improvements to the property's flood protection berm and stormwater management systems.

Completion Date

2020

Owner Reference

Jeff Christy, Chief of Police
2300 Plantation Drive
Conroe, Texas 77303
936.522.3302
jchristy@cityofconroe.org

Delivery Method

Design-Bid-Build

Construction Budget

\$6.9 million

CITY OF BELLAIRE

MUNICIPAL FACILITY COMPLEX

BELLAIRE, TEXAS

PGAL

Located in the heart of the City of Bellaire, the Municipal Complex adds more than 55,000 square feet of flexible, sustainable, and highly functional space in two new buildings – the Police/Municipal Courts Building and the City Hall/Civic Center Building.

The two-story, 30,882-square-foot Police and Courts Building was placed on the same footprint as the existing facility and includes a new municipal court room, jury room, court clerk and support spaces, police department, jail, and training program. During construction of the new facility the Bellaire Police Department was relocated into the existing civic center building. A new state-of-the-art police and courts facility was designed with space and flexibility to expand and incorporate evolving technologies and future innovation for the building's long-term lifespan. The LEED Certified, hardened facility was designed to reinforce the public safety presence of the City and its location maximizes exposure to the existing green space without compromising visibility from the main thoroughfare.

The two-story, LEED Silver, 25,166-square-foot City Hall and Civic Center Building contains designated space for city hall administration, offices, clerks, a senior outreach program, and the planning and development and finance departments. The goal of the project was to create a lively, inviting, and active facility for city residents to gather for civic events and to take part in civic government and business. Maximizing flexible meeting space for city staff, departments, programs, and residents to use kept costs down and minimized the square footage allowing for more green space to be preserved. Versatilely designed to be divided into as many as three multipurpose spaces, or to be combined as a single open gathering space, the civic center accentuates views of the Town Square and provides the facility with transparency, safety, and security.

Completion Date

2019

Owner Reference

Paul Hofmann, City Manager
7008 South Rice Avenue
Bellaire, Texas 77401
713.662.8228
phofmann@bellairetx.gov

Delivery Method

CMAR

Construction Budget

\$16.2 million

CITY OF COLLEGE STATION POLICE HEADQUARTERS

COLLEGE STATION, TEXAS

PGAL



PGAL was commissioned by the City of College Station to perform master planning, programming, and design services for the City's new two-building police headquarters.

The 63,625-square-foot "main" building features a welcoming two-story lobby connecting the first and second floors visually. The T-shaped first floor consists of a large community media room, training room, lockers, and other PD office functions. The one-story back-of-house portion presents a higher volume to serve evidence and property storage functions as well as a forensics vehicle bay. The second floor of the main building is highlighted by a balcony overlooking the main entry lobby and includes services such as an administration suite, dispatch, detective work space, recruiting, and training spaces. The main building's T-shape plan allows for future expansion into an H-shape, as required, as the City grows.

The second, 11,000-square-foot "annex" building is located on the southern portion of the site and will mainly be used for department vehicular functions as well as fitness and storage spaces.

The stone and brick façade feature large punch windows on the ground floor with a continuous ribbon window on the second floor. The building aesthetic is inspired by a blend of the prairie-style movement melded with the city council's desire for a historic and timeless architectural design, creating a prototype for the design language of future City of College Station buildings.

Completion Date

2019

Owner Reference

Emily Fisher, Assistant Director of Public Works
300 Krenek Tap Road
College Station, Texas 77842
713.515.3533
efisher@cstx.gov

Delivery Method

CMAR

Construction Budget

\$25 million

CITY OF GRANBURY
POLICE STATION

GRANBURY, TEXAS



This one-story, 26,000-square-foot police headquarters is conveniently located near Granbury City Hall and designed to serve the City through 2038. The exterior design of the building is contextual to the near-by City Hall while maintaining a sense of authority.

The new facility will include a community meeting/conference room off of the lobby that seats up to 100 citizens with access to public restrooms. All other spaces are secured and do not allow public access. These spaces include traditional office spaces, a squad room, evidence processing and vault, receiving room, secure dispatch office, interview room, interrogation room, crime investigation department, sally port, fitness center, locker rooms, property records, storage training, and conference rooms.



Completion Date

2021 (Estimated)

Owner Reference

Michael Ross, Deputy City Manager
116 W Bridge Street
Granbury, Texas 76048
817.573.1114
mross@granbury.org

Delivery Method

CMAR

Construction Budget

\$20.1 million

ADDITIONAL EXPERIENCE

CITY OF DAYTON

PUBLIC SAFETY CAMPUS

DAYTON, TEXAS

PGAL

Completion Date

2018

Delivery Method

CMAR

Construction Budget

\$7 million



The City of Dayton engaged PGAL to provide programming, design, and construction administration services for a new public safety facility. The combined fire/police facility consolidates and houses the city's volunteer fire department, police department, and municipal court system into one complex.

During programming, the decision was made to house the police and courts in the same building and to create a separate facility for the fire department. With that in mind, a large piece of land north of downtown was chosen to accommodate the 30,000-square-foot, two-building public safety campus.

The police and court facility includes a sally port, individual offices that accommodate all officers on staff, and a training room that can double as an Emergency Operations Center.

Four apparatus bays in the fire department building allow the city to consolidate all vehicles in a single location. The facility's on-site dorms serve volunteer firefighters, and its large meeting space and commercial kitchen can be used for community events.

CITY OF LIBERTY

POLICE STATION

LIBERTY, TEXAS

PGAL

Completion Date

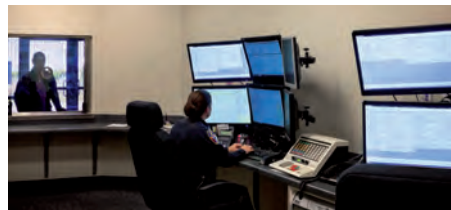
2014

Delivery Method

Design-Bid-Build

Construction Budget

\$2.4 million



After its police station was destroyed during Hurricane Ike, the City of Liberty hired PGAL to plan and design a state-of-the-art facility that fits aesthetically with the nearby fire department building.

The new 10,000-square-foot facility houses traditional offices spaces, a squad room, a secure lobby, a receiving room, an interview room, an evidence processing room and vault, and a secure dispatch office.

A multitude of storage spaces are available, including a property and records room and a secure equipment room for 9-1-1 and other computer and telecommunications equipment. The space also houses a kitchen, multiple offices, a locker room, and training and conference spaces for Liberty Police Department staff.

Site design included grading, paving, utilities, detention for the complete site, storm sewer drainage, and a secured storage lot for the police department.

ADDITIONAL EXPERIENCE

DALLAS/FORT WORTH INTERNATIONAL AIRPORT PUBLIC SAFETY BUILDING

DALLAS/FORT WORTH, TEXAS

PGAL

Completion Date
2019

Delivery Method
Design-Build

Construction Budget
\$50 million



The new 140,000-square-foot public safety headquarters building at DFW Airport houses the administrative and operational offices for the airport's police, fire, and special services staff, as well as a detention center. PGAL facilitated collaborative programming/planning sessions with representatives from all departments to determine space needs and optimize efficiency and functionality, while satisfying the airport's overall objectives.

Strategic collaborative spaces foster interdepartmental interaction and planning. The facility includes administrative offices, support personnel offices, conference rooms, huddle areas, training/seminar rooms, an IT/mechanical room, detention facility, state of art evidence processing and storage facilities, forensic lab, Faraday conference room, hard and soft interrogation rooms, SWAT tactical deployment area, armory, patrol report writing stations, fully equipped patrol gear room, canine cages, sally port, apparatus bay, an outstanding fitness center with functional training equipment, defensive training area, generous locker rooms with ventilation, boot drawers, integrated benches and charging ports and showers with equal emphasis on female locker rooms, private lockers for unique staff requirements, quiet /down - time space and a beautiful café for staff use connecting to outdoor patio. The building incorporates a storm shelter designed per ICC 500 and built in shell space for future expansion flexibility.

CITY OF BAYTOWN

9-1-1 COMMUNICATION + INFORMATION DATA SERVICES CENTER

BAYTOWN, TEXAS

PGAL

Completion Date
2016

Delivery Method
Design-Bid-Build

Construction Budget
\$8.9 million



PGAL designed a Tier 2 operation center. The facility is located outside the 500-year flood zone, in an area that would be expected to receive no more than a minimal Category 4 hurricane. It's also near a major thoroughfare for support purposes during an emergency situation. The facility consists of 9-1-1 emergency communications and common areas for the city's Information Technology Services (ITS) department.

The ITS department is a 24/7 operation that consists of a dispatch center, consolidated radio/9-1-1 equipment room, communication coordinator office, and an ITS data center. The facility itself consists of a three-level security system utilizing exterior motion detection equipment, IP cameras, and HID scanners.



PROJECT METHODOLOGY



OUR PROJECT APPROACH

Our approach is simple.

We listen ...

What sets PGAL apart from other architectural firms is our sincere passion to seek **the deepest understanding of our client's desires, program, site, challenges, and community. From there, we create a solution exclusively and uniquely crafted to fit you.** Likewise for the City of Friendswood, we will create a cost-effective, culturally relevant, and innovative Public Safety Building Expansion that solves your functional needs and expresses the unique local style of the community.

For all projects, we strive to create environments that:

- › Reflect the values and character of the community.
- › Uplift the human spirit and refresh one's sense of purpose.
- › Transcend the sum of the parts.
- › Contribute to a sustainable future.
- › Meet the budget, exceed expectations, and endure for decades.

Ours is a deliberate, retraceable, and personal process that starts with blank paper and open minds. **We embrace passionate, inclusive collaboration with our clients, users, and stakeholders,** seeking to understand as much as possible about your program and community so your facility will be responsive to the forces that are shaping it.

We begin by establishing clarity about the desired outcomes and work backwards to achieve them. During the process, we will use drawings, 3D renderings, computer models, virtual reality immersion, actual samples and examples, and extended discussions to convey our design so that you can understand and evaluate it in real time. For typical design decisions, we will develop and present multiple options, along with their respective advantages and disadvantages, for your consideration in order to make informed decisions.

As we seek to comprehend the unique opportunities of the program, our process will be marked by the following:

1. A core belief that design breakthroughs are more likely to come from asking new questions than by debating or advocating a certain position.
2. Constant probing to reveal the hidden opportunities inherent in every project.
3. Ongoing dialogue that values multiple voices and diverse perspectives.
4. Questioning assumptions such as "that's the way things have always been done."
5. Trial, error, and experimentation.
6. Responding creatively.
7. Exploring multiple options for milestone decisions.
8. Building consensus.
9. Keeping you involved and informed.
10. Never settling for mediocrity.

OUR PROPOSED PROJECT WORK PLAN

1. Discovery Phase

Visioning: We will meet with the City's project team to review project parameters, gather available materials, set initial stakeholder engagement strategies, and establish project schedule and deliverables.

Listening Tour: We strongly recommend that during the Discovery Phase, together with key stakeholders, we visit a minimum of three or four new public safety facilities in Texas or elsewhere that offer compelling opportunities to glean design strategies for the new Public Safety Building Expansion. Not only will this allow City staff and other participants to form a shared vision for the new facility, it will allow everyone to develop a common understanding about current state-of-the-art projects and observe what works and what doesn't.

Public Engagement and Needs Assessment: As mentioned, we value multiple voices and diverse perspectives. It is our experience that communicating well with the public enriches and enhances our designs and builds consensus and "buy-in" for the project's goals. PGAL Principal Paul Bonnette is skilled at public engagement and can customize our process to match your desire for the level of involvement of the community. If desired, public

meetings may be held to present current findings and recommendations as well as to seek additional input as the project progresses.

2. Programming

PGAL will work with the City to develop a written program of requirements listing the proposed activities and spaces, quantity and size, outdoor amenities, and other desired features. This will be submitted initially as a rough draft to the City's project team for review and necessary revisions. Thereafter, working with the City, we will develop Room Data Sheets for every proposed space in the expanded facility. The written program will include:

- Site and building goals, challenges, and opportunities.
- Descriptions of programs and services.
- Quantified list of spaces and their respective size.
- Technology and AV.
- Security and envelope hardening.
- Amenities, ambiance, and atmosphere.
- HVAC, electrical, and other building systems.
- Furniture and equipment required.
- Custodial and maintenance issues.
- Sustainable design goals and preferences, including a preliminary LEED project checklist if desired.
- Other operational requirements.

Initial Construction Cost Estimate: At the conclusion of programming, we will present budget scenarios with total square footage options times unit costs (\$/SF), based on research and experience with similar facilities. These scenarios will include budgets for sitework and "soft" costs and will give the City some flexibility in establishing or confirming an acceptable budget before design begins. The program will serve as the basis for all subsequent design work.

3. Site Analysis and Planning

PGAL will gather and review background materials, site plans, master plans, studies, surveys, utilities, and other pertinent information regarding the proposed project site. Our team, including the civil engineers and landscape architect, will visit and analyze the site to evaluate conditions, opportunities, and constraints. We will prepare graphic and/or written exhibits illustrating our findings including such things as existing trees and vegetation, prevailing winds, solar impact, desirable views, undesirable views, pedestrian movement, vehicular points of access, environmental opportunities and challenges, linkages, utilities, etc.

4. Conceptual Development

We believe it is our job to not only engage our client and stakeholders in the design process but also to inspire them to consider new possibilities and opportunities that results from a collaborative approach. We propose to hold

a design charrette (a participatory, actual design session) with the City's project team and other stakeholders. We will provide a "kit of parts" (program space cutouts to scale) and a building plan to engage them in the actual design of the Public Safety Building Expansion. This will give us a great foundation to work with as we refine the results into a more specific floor plan and 3D design.

After refining the work accomplished during the charrette into multiple conceptual site/floor plan options, we will again meet with the City's project team to present those alternatives. In a workshop setting, we will compare the benefits and liabilities of each option so that you will be able to make informed decisions about the concepts that will serve you best. If necessary, we will develop subsequent options for your review and approval. Thereafter, we will further refine and finalize the selected scheme.

5. Budget and Schedule

Working with our construction cost estimator, we will develop a preliminary project cost estimate to include the site and building construction costs, furniture, equipment, A&E fees, and other potential soft costs. Based on the chosen delivery method, we will create a project schedule outlining phases and tasks ahead.

6. Public Presentations and Approval

We will develop presentation drawings and documents in the appropriate formats (book, slideshow, etc.) to present to the City Council as needed for approval.

7. Selecting the CMAR

PGAL will assist the City in obtaining a CMAR, helping prepare the CMAR RFQ, and participating in the selection process as needed. We have completed dozens of municipal CMAR projects in Texas and are well equipped to advise the City on steps to fully evaluate the use of this delivery method. We have relationships with many of the CMARs and General Contractors in the area. We can make sure that qualified companies are aware of the project and are prepared to submit when the RFP is issued.

8. Expanded Schematic Design

In this phase, we will develop the selected concept in greater detail including the utilization of 3D development with design and material selections. At PGAL, we take this phase significantly further than the norm in order to obtain better cost estimation earlier in the process and to lay a better foundation of information to promote on-time delivery of the subsequent phases and documents. Our deliverables will include:

- Site plan in color.
- Floor plans in color, with furniture and equipment layouts.
- 3D SketchUp models showing exterior mass and materials.

- Computer 3D renderings of exterior views.
- Basis of design narrative for MEP.
- Project cost estimate.

9. Developing the GMP

With the selected CMAR, PGAL will assist in developing the guaranteed maximum price (GMP) based on the schematic design, design development, or construction documents with approval from the City. We will ensure that all cost components have valid estimates based on knowledge of current market conditions throughout the area. We can also work with them to get construction started quickly with early sitework, site utility, foundation, and shell and core packages, also identifying long lead items that may need to be purchased separately and earlier than other items.

10. Design Development

During this phase, we will develop the design using Autodesk Revit as our Building Information Modeling (BIM) software. We will meet with the project team, construction manager, and others to develop the projects in more detail.

Furniture and equipment layouts will be designed, material selections will be made, and the floor plan will be refined. Concurrently, we will work with our consultants on the preliminary engineering for, and integration of, the structure, air conditioning, plumbing, and electrical systems. Most of the decisions requiring Owner input and approval will be made, and an updated cost estimate will be provided.

11. Construction Documents

With most of the Owner-related decisions made and the design of the project developed in considerable detail, we will prepare the drawings and specifications that will be used for bidding and construction. We perform periodic and thorough reviews of our own work and that of our consultants so that the project remains on schedule and the documents are coordinated and clear. Interim submittals will be made at 30 percent, 60 percent, and 90 percent CD completion, or as acceptable to the client, and an updated statement of probable cost will be provided.

12. Bidding and Permitting

We will work with the CMAR to issue the construction documents for bidding and assist the City in review of the proposals received.

13-. Construction Administration

Our attention to detail continues in the construction administration phase wherein we provide ongoing attendance at progress meetings, review submittals, process applications for payment, review LEED documentation, oversee building commissioning, and all other duties described in the general conditions of the contract. We also make periodic visits during construction to observe the progress, craftsmanship, and quality of materials. At

the end of construction, we diligently pursue the status and completion of all outstanding items, submission of closeout documents, systems training, and timely completion of the punch list. We will always protect the best interests of the City of Friendswood. Our goal is to make sure you receive the design we all envisioned and the quality required.

SCHEDULE & BUDGET MANAGEMENT

Maintaining Schedules

PGAL has a superb track record of meeting deadlines and is proactive and organized in our management of the systems and processes for ensuring timely performance. Utilizing leadership skills honed from years of experience with large, complex projects, we manage the process to guide our client through reviews and decision-making, reliably predicting our workloads and avoiding bottlenecks.

Good schedule control systems provide a discipline to think through the process and knit the project team together. These systems and schedule allow individual project team members to see their responsibilities and the “details of the moment” in the context of the entire program. As Project Manager, one of Ryan Bass’ key functions will be to keep schedule milestones, critical path elements, and review dates on target, beginning with the confirmation of the City’s critical dates during initial work sessions.

The published dates for the start of construction and project completion will require a commitment from all team members including the architect, engineer, specialty subconsultants, CMAR, and the City to provide timely submittals and approvals to stay on schedule.

A schematic design package from PGAL is as complete as many of our competitors’ design development packages, and likewise our design development package has many elements and details included in most firms’ construction documents. This pushing forward of decision-making provides the project with a two-fold benefit:

- › By defining more complete systems and finishes earlier, the cost estimator has better information on which to base early estimates, thereby eliminating surprises later in the process.
- › By pushing forward decision making in the early design phases, we reduce the time allotted for later phases of construction documents.

PGAL has proven this method of operation necessitates little, if any, need for schedule recovery. If the project does fall behind due to some unforeseen development, PGAL has the resources to assign a recovery team to any area of the project, assuring the City completion of this project, as scheduled.

Achieving Value

We believe value engineering should not be considered a phase that comes between bidding and construction, but a methodology that is intrinsic to the design process. When it becomes a phase only, rarely is any “value” achieved for the City.

Throughout the design process, we will use an ongoing value-engineering process working directly with our consultants and the contractor to reduce unnecessary costs and increase efficiency. Together, we will evaluate and compare alternate materials, building systems, and construction details. Significant issues and analyses that affect quality or cost will be discussed with you so that informed decisions can be made prior to proceeding.

COST ESTIMATING

The key to achieving value for our clients is our aggressive approach in obtaining reliable cost information as soon as possible so that cost adjustments can be made in a timely manner and with minimum impact. Our aggressive and proactive approach to design and budget helps us stay in front of escalating construction costs. Cost estimating begins at the earliest stages of a project and evolves quickly into detailed budgets for every system in the project. The design for each system is then aimed at a specific budget, even in schematic design.

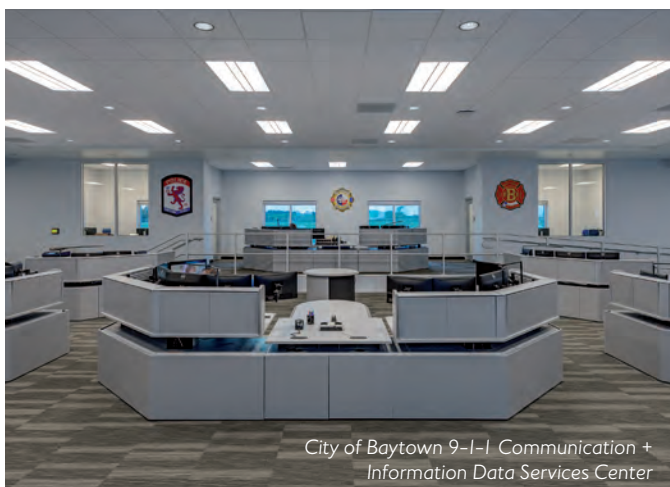
Throughout the design development and construction document phases, we will work early and diligently with either our cost estimator or the construction manager to prepare a detailed takeoff estimate and update that through each phase.

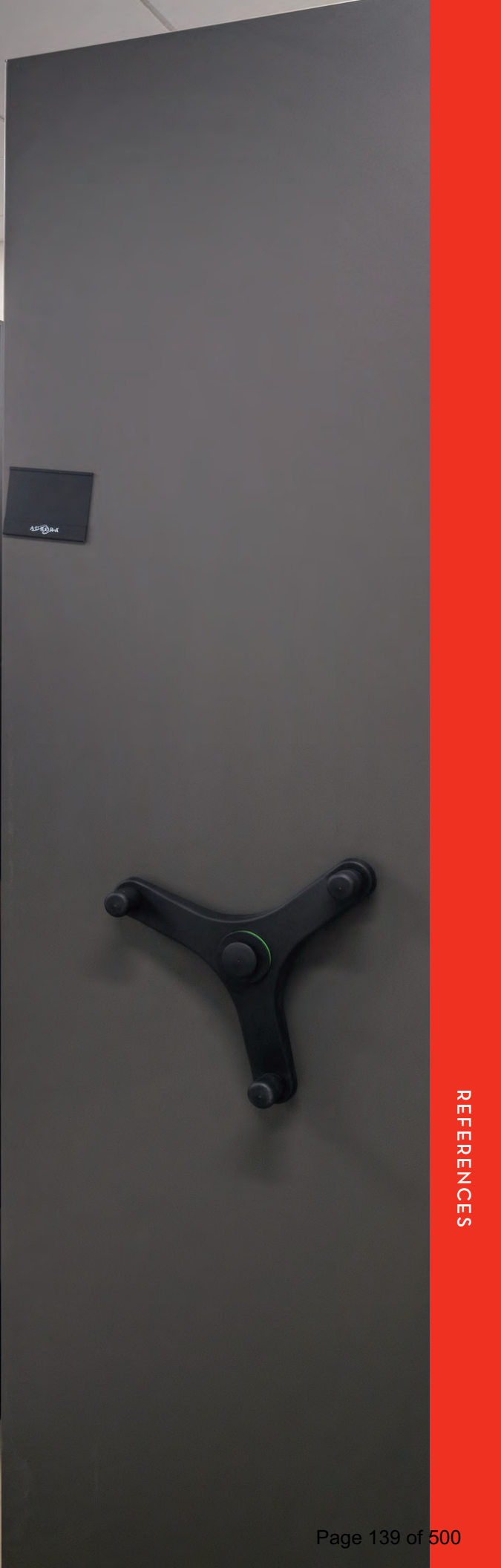
PROACTIVE QA/QC METHODOLOGY

Architecture is not an assembly-line, repetitive creation of a product. The end result is a one-time, custom creation tailored to serve the unique needs and desires of a unique client, site, local context, and other inherent distinctions.

The PGAL approach stresses quality management throughout the project by all team members. We are very proactive in our efforts to produce accurate, detailed plans and specifications. Over time, PGAL has developed an aggressive, proactive, and ongoing quality assurance methodology:

1. A written quality assurance plan is developed and reviewed by PGAL's quality assurance officer. The plan defines roles, standard procedures for reporting and communications, deliverables, a common work breakdown structure, project work plan/schedule, and labor-hour budgets for each task, by discipline.
2. We employ quality-oriented staff and use a “real time” QA approach based on personal accountability and continual testing of decisions and documentation.
3. Project leaders must track QA checklist templates for each phase of work.
4. We also utilize in-house conferences and senior level project management reviews prior to all key delivery milestones to challenge and confirm the validity of key issues and document quality.
5. With the use of Autodesk Revit as our BIM platform, we add additional layers of quality assurance:
 - Improved design communication and visualization.
 - Streamlining of multidiscipline coordination issues.
 - 3rd party validation of 2D construction documents.
 - Constructibility reviews.
 - Discrepancy and collision reports.





REFERENCES

CITY OF LEAGUE CITY

PUBLIC SAFETY BUILDING

LEAGUE CITY, TEXAS



Ryan Smith

Director of Facilities and Information Technology
300 West Walker Street
League City, Texas 77573
281.910.3080
ryan.smith@leaguecity.com

CITY OF GRANBURY

POLICE STATION

GRANBURY, TEXAS



Michael Ross

Deputy City Manager
116 W Bridge Street
Granbury, Texas 76048
817.573.1114
mross@granbury.org

CITY OF CONROE

PUBLIC SAFETY COMPLEX

CONROE, TEXAS



Jeff Christy

Chief of Police
2300 Plantation Drive
Conroe, Texas 77303
936.522.3302
jchristy@cityofconroe.org

CITY OF BELLAIRE

MUNICIPAL FACILITY COMPLEX

BELLAIRE, TEXAS



Emily Fisher

Assistant Director of Public Works
300 Krenk Tap Road
College Station, Texas 77842
713.515.3533
efisher@cstx.gov



Harris County/City of Houston - Joint County/City Processing Center



ACKNOWLEDGMENT OF ADDENDA



City of Friendswood

Acknowledgement of Addendums

Date: July 1, 2020

To: Potential Consultants

From: Jildardo Arias, PE, CFM, Director of Engineering

Re: A&E Services for Public Safety Building Expansion RFQ Addenda

This signed document shall be included in the final RFQ submittal. This is to serve as an official acknowledgment any addenda that were issued have been received and the contents understood.

Please list addenda by number and date.

Addendum No. 1: 7/1/2020

Addendum No. 2: 07/09/2020

Name: 
(signature)

Name: Paul Bonnette
(printed name)

Name: PGAL, Inc.
(company name)



Dallas/Fort Worth International Airport Public Safety Building



ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH

HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SAN DIEGO

3131 BRIARPARK, SUITE 200
HOUSTON, TEXAS 77042
713 622 1444

PGAL.COM

September 3, 2020

Ms. Hailee Medwedeff, CFM
Project Manager – Engineering Division
City of Friendswood
15355 Blackhawk Blvd.
Friendswood, TX 77546
Voice: 281-993-3402
Email: hmedwedeff@friendswood.com

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

RE: Scope of Services and Fee Proposal
City of Friendswood Public Safety Building Expansion Project

Dear Ms. Medwedeff:

PGAL, Inc. is pleased to present this scope of work and fee proposal for the programming phase of the City of Friendswood Public Safety Building Expansion Project. In November 2019, voters approved a bond proposition which included approximately \$5M for the expansion of the existing Public Safety Building. This facility is located at 1600 Whitaker Dr in Friendswood and is utilized by the Friendswood Police Department, Municipal Courts, and Fire Marshal's Office. The expansion is to be constructed on the same parcel. The scope of work for this initial phase will include review of existing building and site conditions, determination of departmental space requirements, comparison with police facilities of other similarly sized cities, and recommendations for how to best achieve the goals of the department. These services will be provided by our PGAL team and our consultants as follows:

Architecture, & Project Management	PGAL
Civil Engineering	PGAL
Landscape Architecture	M2L
Structural Engineering	Henderson Rogers
MEP Engineering	Infrastructure Associates
Telecommunications, Security And AV Consultant	Infrastructure Associates
Cost Estimating	Halford Busby
Surveying	C. L. Davis

The scope of work anticipated includes the following:

KICK-OFF/VISIONING SESSION WITH STAKEHOLDERS

- Key team members will be introduced and individual roles and responsibilities outlined. It will be an orientation session to introduce the consultant team to the stakeholders that will be involved in this project and for your team to be introduced to us.

- Lines of communication will be established and contact information collected for a project directory of names and phone numbers to be distributed. This will assure open and effective communications.
- Friendswood Police Department, Municipal Courts, Fire Marshal and Engineering Department staff will explain in more detail their overall goals and objectives for the project.
- The team establishes milestone dates for all review meetings and deliverables throughout the phase. This allows everyone to better prepare for each meeting and reduce conflicts.
- Budget and schedule goals from City will be established.

NEEDS ASSESSMENT AND DATA GATHERING

- Tour and collect data on existing facilities
- Interview staff and distribute questionnaires, to identify needs, goals, processes and priorities for each of the functional areas of the project
- Review current functional components, adjacency requirements, security needs, circulation, flow of operations, and individual area requirements
- Review growth, flexibility, and increased efficiency expectations.

ANALYZE DATA, SPACE STANDARDS AND PROGRAM REQUIREMENTS

- Collect and analyze interview and questionnaire results
- Collect existing and/or establish new space standards
- Benchmark against other municipalities
- Separate people and staff areas from other areas (technology, maintenance, etc.) and define current and future space requirements
- Evaluate staff efficiencies
- Develop program requirements
- Develop room data sheets for each space in the program to define the use and equipment to be used in each space

EVALUATE SITE

- Develop an understanding of the site/review site surveys and compile existing physical statistics.
- Evaluate the site for vehicle and pedestrian access, storm water capacity, response time, traffic flow and impact, as well as secured and unsecured parking requirements to position the facility optimally on the site and offer the Police Department, Fire Marshal's Office and Municipal Court multiple options based on anticipated impact of the new facility.

DEVELOP BLOCKING SCENARIOS

- During this process, the PGAL team will develop concept bubble diagrams to study appropriate adjacencies and of the spaces.
- Department's locations will be studied and proposed in terms of public access, emergency access, security and internal hierarchies.
- Evaluate single-story verses multiple story solutions.

- Test program using space planning exercises with the users.

CONCEPT DESIGN

- Develop concept design options for the project including site plan, floor plans, building elevations, and renderings depicting the proposed concept.

DEVELOP PROJECT SCHEDULE AND BUDGETS

- Resources and funding sources will be reviewed and budget guidelines established.
- Project schedule requirements and limitations will be identified.
- Develop a comprehensive project budget for the entire project including the cost of each site plan and building configuration option to assist City Council in the decision-making process.

COUNCIL PRESENTATION

- Prepare and present final program document with project narrative overview explaining the project scope and goals.
- Include descriptions of department and functional spaces.
- An overall numerical summary of the project identifying all individual requirements at a department or staff position level.
- Adjacency diagrams with graphic depictions of the special relationships of all program elements.
- Concept design of the project including site plan, floor plans, elevations, and rendering.
- Project budget showing entire project cost.
- Schedule for the project.

Anticipated deliverables during this initial phase of work includes the following:

- Facility program for planned 5, 10 and 20-year planning horizons.
- Existing site and building analysis.
- Site planning of building, parking, stormwater detention, outdoor areas and landscaping
- Facility planning of programmed department needs for administration, fire marshal's office, patrol, CID, municipal court, evidence, armory, jail and records storage, along with other divisions of the department.
- Planning for renovations of existing spaces and building elements.
- Narratives for Civil Engineering describing existing site conditions, connections to utilities, and stormwater detention requirements.
- Narratives for all disciplines describing components and systems
- Conceptual project budgets for building and site options.
- Schedule for final design and construction phases.
- Final report and/or workshop to be presented to City Council.

COMPENSATION

The total proposed A/E fees are as follows:

City of Friendswood Public Safety Building Expansion Programming and Preliminary Design Phase

Consultant	Fee
PGAL - Architecture	\$ 25,000
PGAL - Civil Engineering	\$ 3,500
M2L - Landscape Architecture	\$ 6,000
Henderson Rogers - Structural Engineering	\$ 4,000
Infrastructure Associates - MEP Engineering, IT, Sec. & AV	\$ 7,500
Halford Busby - Cost Estimating	\$ 4,860
C. L. Davis - Surveying	\$ 17,700
TOTAL	\$ 68,380

We are prepared to complete the scope of work within a 60-day time period. The schedule will commence upon acceptance of this proposal or execution of a contract.

Reimbursable expenses, including printing, deliveries and mileage, will be billed at cost for an estimated not-to-exceed **\$500**.

Additional Services: If services other than those described as Basic Services are requested by the Owner, they will be billed in addition to the above compensation in accordance with the attached rate schedule. The following constitutes Additional Services should they be requested by the Owner: Geotechnical investigations, environmental testing, and consultants other than those listed, if required.

Upon commencement of the project, PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

We hope this proposal meets with your expectations for the scope of services and proposed deliverables. Thank you again for the opportunity to serve the City of Friendswood. Please contact me at 713-968-9358 should you have any questions or comments regarding this proposal.

Sincerely,



Paul D. Bonnette, AIA
Principal

CC: Accounting, File - PGAL

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: September 14, 2020

Date submitted: 7/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the disposition of RFQ 2020-08 Fire Station No. 2 Reconstruction.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November 2019, voters approved a bond proposition which included approximately \$4.1 M to replace an aging Fire Station Number 2 and upgrade its training facilities. These facilities are located at 2605 West Parkwood Drive and are utilized by the Friendswood Volunteer Fire Department. The new facilities will be constructed on the same parcel.

The City recently issued a Request for Qualifications for Architectural and Engineering Services related to the project. There were 13 responses received. The responses were evaluated by Engineering and FMO staff as well as members of the Friendswood Volunteer Fire Department.

The top two scoring firms were interviewed virtually after which the Selection Committee collectively agreed upon the firm they felt would be the best fit for the City.

PGAL was selected for its strong qualifications and experience. Over the past decade, they have provided master planning, programming, design, and construction administration services for more than 40 municipal, county, and ESD fire, fire training, and emergency operation facilities in the United States. PGAL has completed projects for the City of Webster, City of League City, and City of Deer Park.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Upon approval of a contract with PGAL, they will immediately enter into the Programming and Preliminary Design Phase of the project. PGAL's proposal is for \$54,995.

Upon completion of a preliminary design, PGAL will make a presentation to the City Council which will include a project narrative overview explaining the project scope and goals.

RECOMMENDATIONS

Authorize the execution of a contract with PGAL for the Programming and Preliminary Design Phase of the Fire Station No. 2 Reconstruction project.

ATTACHMENTS

1. Fire Score Sheet
2. PGAL Fire RFQ
3. Friendswood Fire Station No. 2 Replacement Preliminary Design - PGAL Proposal 090320

Firm	Avg.	Final Rank
PGAL	2.286	1
Martinez Architects	2.429	2
BRW Architects	3.571	3
BSW Architects	3.714	4
Joiner	5.000	5
Prozign Architects	7.000	6
Slattery Tackett Architects	7.143	7
Dewberry Architects	7.571	8
English+ Architects	8.143	9
Collaborate	8.571	10
Wright Group	10.714	11
PDG Architects	11.286	12
Odyssey Engineering Group	12.714	13

REQUEST FOR QUALIFICATIONS (RFQ) FOR

A&E SERVICES FOR FIRE STATION 2 RECONSTRUCTION & TRAINING FIELD UPGRADES

PGAL, INC.

JULY 16, 2020

PGAL

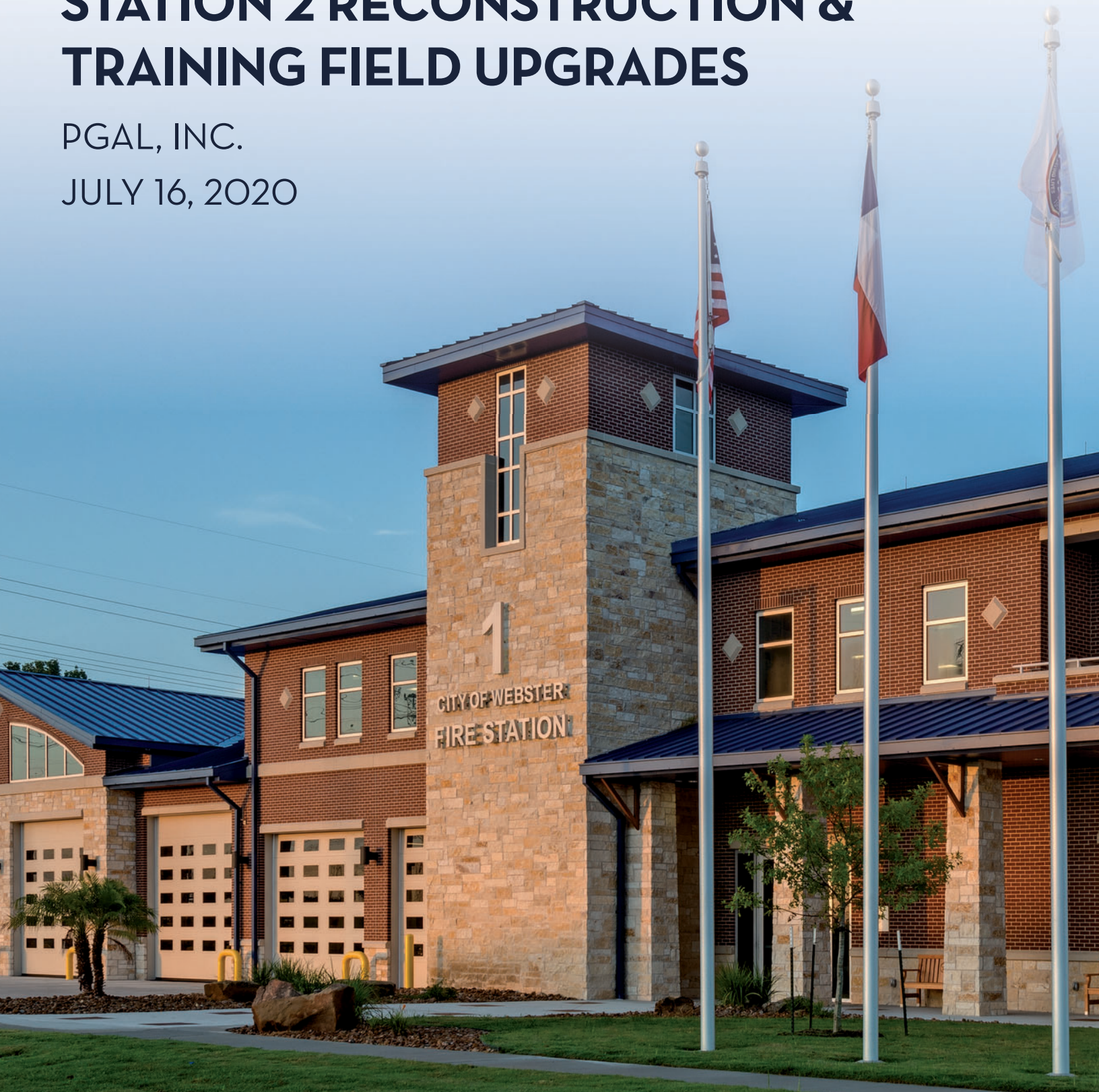


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July 16, 2020

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, Texas 77546

**Re: Request for Qualifications for A&E Services for Fire Station 2 Reconstruction & Training Field Upgrades
RFQ 2020-08**

Dear Jildardo Arias and Selection Committee:

PGAL, Inc. is pleased to provide our qualifications for architectural and engineering services for the City of Friendswood's Fire Station No. 2 Reconstruction and Training Field Upgrades project. PGAL's unparalleled qualifications include some of the most extensive architectural fire and fire training experience in the country, as well as a trusted legacy providing emergency operations design to clients nationwide.

In the last decade, our team has provided master planning, programming, design, and construction administration services for more than 40 municipal, county, and ESD fire, fire training and emergency operations facilities in the Houston area, Texas and throughout the U.S. Several of these projects have been completed for neighborhoods surrounding Friendswood, including the City of Webster Fire Station and Training Tower, City of League City Fire Station No. 2 Expansion, and the City of Deer Park EMS Annex immediately adjacent to the City's Fire Station No. 2.

In addition to these fire and emergency operations facilities, we have a diverse portfolio of completed and ongoing projects in the Friendswood area. We are familiar with the unique challenges of designing buildings in the Texas Gulf Coast region and can bring this experience and expertise to your Fire Station No. 2 Reconstruction and Training Field Upgrades project. Examples of these local municipal projects include the City of Pearland Delores Fenwick Nature Center, Shadow Creek Library and John Hargrove Water Reclamation Facility; City of League City Public Safety Building and City Hall; City of Seabrook Public Works, Maintenance, and Animal Control Complex; and the City of Manvel Temporary City Hall and City Center Complex Master Planning.

Over time, we have developed a unique, integrated approach to providing design services. Our dedicated project teams are assigned to projects for their duration, from planning to construction administration, enabling team members to move quickly and thoroughly through the design phases. As Principal-In-Charge, I will be fully involved throughout each phase, interacting with City project management and key stakeholders, managing the subconsultants, and supervising PGAL staff. This approach has led to the successful completion of hundreds of projects and collaborative partnerships with over 80 municipal clients in Texas and equips our team with the tools needed to provide the City of Friendswood timely services while meeting the goals for this project.

We appreciate the opportunity to provide the City of Friendswood our qualifications for fire station and training field planning and design and look forward to forming a lasting relationship with the City and Volunteer Fire Department. If you have any questions or would like additional information on our capabilities, please contact me at 713.968.9358 or pbonnette@pgal.com.

Sincerely,


Paul Bonnette, AIA
Principal-In-Charge

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO



QUALIFICATIONS

PGAL

Relevant. Expressive. Innovative. These qualities guide our architectural practice, ensuring that each project delivers enduring value and inspiration. Merging the latest technology with timeless design, PGAL creates cohesive civic spaces for communities across the nation.

PGAL, Inc. is an international design firm specializing in architecture, interiors, engineering, and planning for a diverse portfolio of clients. Renowned for outstanding service and attention to detail, we balance innovative, responsive design solutions with a pragmatic, cost-conscious approach.

PGAL is an S-Corporation that is privately held by our 20 Principals and numerous Associate Principals, with headquarters in Houston, Texas. Additional office locations include Alexandria, VA, Atlanta, GA, Austin, TX, Boca Raton, FL, Chicago, IL, Dallas/Fort Worth, TX, Denver, CO, Hoboken, NJ, Las Vegas, NV, Los Angeles, CA, Salt Lake City, UT, and San Diego, CA.

Founded in 1946 by George F. Pierce Jr., PGAL has grown from a one-person architecture practice in Houston to an organization of nearly 300 professionals working on projects nationwide from offices in 13 U.S. cities. Transforming over the years from the partnership Pierce & Pierce, to Pierce Goodwin Flanagan, Pierce Goodwin Alexander, and ultimately Pierce Goodwin Alexander & Linville, our trusted legacy of exceptional quality has helped make PGAL the highly recognized architecture firm we are proud to be today. Our firm has been in continuous operation for 74 years and became incorporated in the state of Texas in 1987.

LEGAL NAME + COMPANY NAME HISTORY

PGAL, Inc.	2017
Pierce Goodwin Alexander & Linville, Inc.	1989
Pierce Goodwin Alexander	1975
Pierce Goodwin Flanagan	1969
Pierce & Pierce	1948
Pierce	1946

ADDRESS

3131 Briarpark Drive, Suite 200
Houston, Texas 77042
P: 713.622.1444
F: 713.968.9333

YEARS IN BUSINESS

74 Years

TYPE OF LEGAL ENTITY

Texas S-Corporation

NUMBER OF EMPLOYEES

PGAL currently has 299 employees in 13 offices across the country. Our Houston, Texas, office is the corporate headquarters and will serve as the prime office on this project. A breakdown of PGAL's professionals by skill group is as follows:

	2020
Administration	60
Architect	65
Senior Designer (Architecture)	11
Designer (Architecture)	84
Designer	21
CADD Technician	3
Interior Designer	16
Civil Engineer	12
Designer (Engineering)	1
Engineer-in-Training (EIT)	7
Structural Engineer	3
Transportation Engineer	3
Construction Inspector	1
Construction Manager	3
Project Manager	9
TOTAL	299



CONSULTANT TEAM MEMBERS

The PGAL team is committed to providing the City of Friendswood with outstanding professional service. The principals and project managers of each of our team member firms have also confirmed the commitment for each of the subconsultants proposed in our qualifications.

Brief histories of each of our proposed consultants are provided in this section. The project's organization structure and resumes for key team members, including Project Manager Ryan McLemore, follow.

DBR

MEP Engineering, Technology

DBR has evolved from a small-scale engineering firm to the most reliable mechanical, electrical, plumbing, and technology engineering firm in Texas. Since the incorporation of DBR Engineering Consultants, Inc. in 2001, the firm's managing partners have positioned DBR as a forward thinking firm by proactively identifying opportunities and investing in proper planning for the future. Their steady growth stems from serving the altering needs of clients by adapting to economic, social, and technological change. Not only are they devoted to meeting clients' expectations, the firm also strives to achieve client goals while delivering premium quality through close collaboration. While the firm's history guides their growth, DBR's talented team of visionaries are the key to the firm's success.

HENDERSON ROGERS

Structural Engineering

Henderson Rogers Structural Engineers, LLC (Henderson Rogers) was established in 2005 with a single goal in mind: to offer engineering services superior to that of their predecessors. The firm is a principal-led firm, meaning principals are actively engaged in projects from conceptual design through construction. Henderson Rogers believes sharing knowledge gained through many years of experience is a key component to producing a successful project. The firm's principals have practiced for decades, during which time they have been responsible for the design of hundreds of successfully completed projects. The principals strive to impart this knowledge to the staff and encourage them to look beyond what is required to simply design the structure. Ultimately, Henderson Rogers recognizes and believes that the firm's designers must understand the vision of the Architect and the Owner and make that vision the overarching goal of their design as well.

HALFORD BUSBY

Cost Estimating

Halford Busby, LLC is a certified HUB/DBE/WBE/SBE professional construction consulting firm established in 2005. They provide construction cost management, large loss consulting, program management, and scheduling services to project owners, architects, engineers, managers, designers, builders, insurers, and lenders. The firm offers each client a tailored cost management approach to the specific needs of each project – from conceptual estimates and preliminary budgets to construction documents. All estimate disciplines are performed in-house. Halford Busby has a proven track record of accuracy in cost estimating in all disciplines and project types, whether it be competitive sealed proposals, hard bids, or CMAR and have an established accuracy rate of +/- 2.2 percent from estimate to final construction contract amount.

TERRACON

Geotechnical

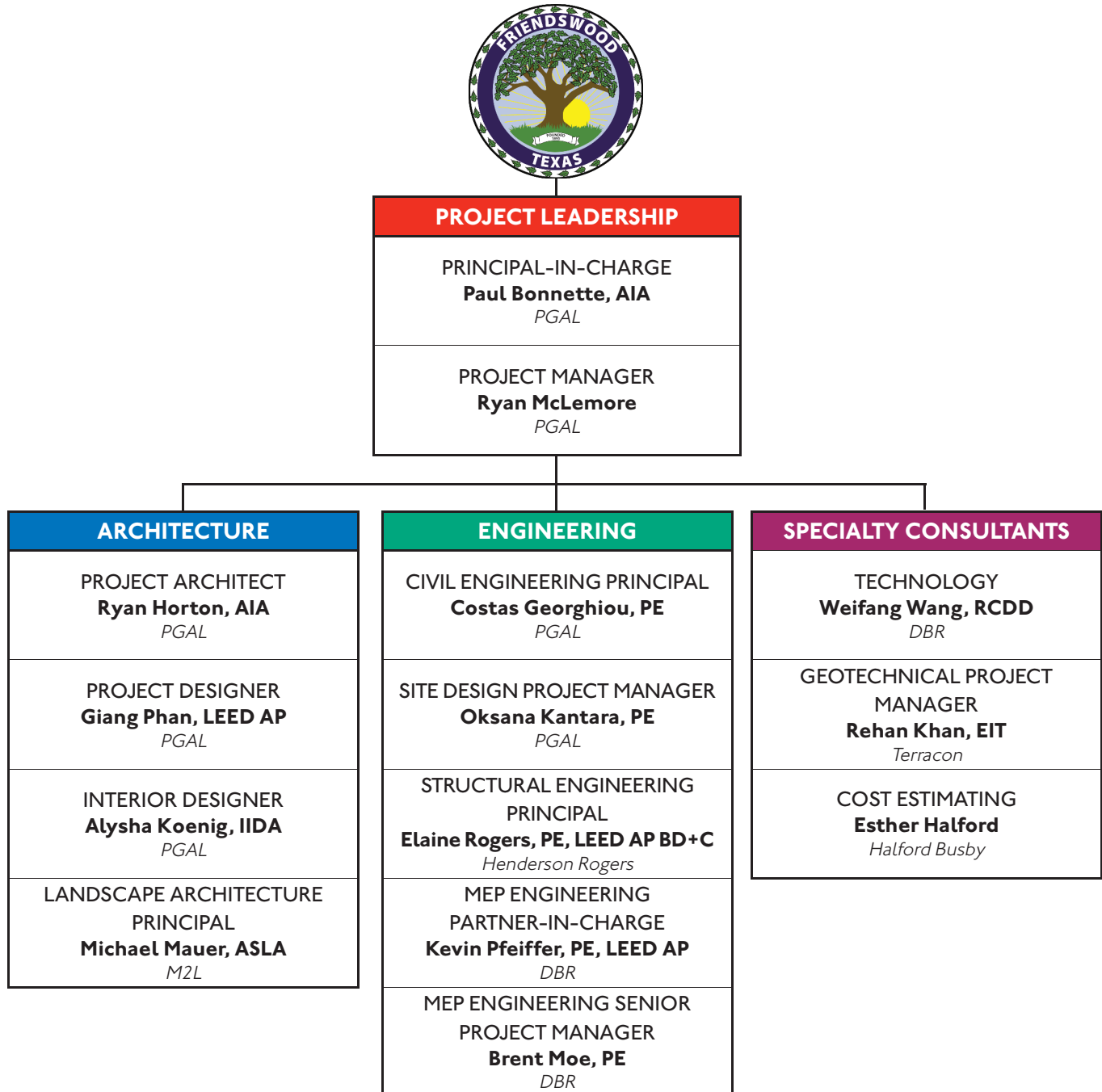
Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multi-discipline firm specializing in environmental, facilities, geotechnical, and materials. Over its history, the firm has achieved significant expansion through both internal growth and acquisitions. Terracon currently has 5,000 employees in 150 offices and 40 states nationwide. The firm serves a diverse portfolio of private and public clients. When combining national resources with specific local area expertise, Terracon consistently overcomes obstacles and delivers the results clients expect. By being responsive, resourceful, and reliable, the firm strives to exceed clients' expectations for service, solutions, quality, and speed of delivery.

M2L

Landscape Architecture

M2L Associates, Inc. (M2L) was founded in October of 1994 to provide comprehensive planning and landscape architectural design services. The firm specializes in finding creative solutions to publicly funded projects in the diverse regulatory environment that exists in this market sector. The firm's extensive public sector market experience includes federal, state, and local agencies and political subdivisions such as management districts and redevelopment authorities. The firm has been a valuable contributor on many civic projects from city halls, police and fire stations, public works, and emergency management centers. A few of the governmental agencies include the cities of Houston, Sugar Land, Navasota, West University Place, Conroe, and Harris County, Texas.

ORGANIZATION CHART





PAUL BONNETTE AIA

Principal-In-Charge

Paul has more than 30 years of experience, serving as a principal for municipal, educational, institutional, financial, commercial, and retail projects. He consistently demonstrates an exceptional ability to program, plan, design, and detail municipal and institutional projects of any size and complexity. Paul is a knowledgeable and attentive architect and takes a proactive approach to management and production responsibilities. As one of PGAL's foremost experts in municipal design, he has committed his availability to lead and coordinate the design for the City of Friendswood Fire Station 2 Reconstruction and Training Field Upgrades project.



EDUCATION

Master of Architecture,
Rice University

Bachelor of Science in
Architecture, University
of Michigan

REGISTRATION/LICENSES

Registered Architect
Texas No. 16372

AFFILIATIONS

American Institute of
Architects

YEARS EXPERIENCE

25 at PGAL | 30 Total

PROJECT EXPERIENCE

- › **City of Webster Fire Station + Training Tower**
New building | 18,000 sf | 6 apparatus bays, office, training room, lobby, public areas | amenities enabling 24-hour coverage, including kitchen, dining, laundry, storage spaces, fitness center, and 14 sleeping quarters
- › **City of League City Fire Station No. 2 Expansion**
Addition | 9,200 sf | addition designed to withstand wind gusts up to 146 mph and diverse weather conditions of Texas Gulf Coast | expansion added 2 additional bays for EMS vehicles | offices, kitchen and recreation area, sleeping quarters, and training facilities
- › **City of Port Neches Fire Station + Emergency Operations Center (EOC)**
New building | 11,773 sf | designed to withstand wind gusts up to 146 mph and pertinent requirements for impact resistance | 3-story drill tower | 4 apparatus bays, administrative offices, logistics and planning rooms, bunker gear lockers, supply and mower storage, cascade air pack room, 4 dorm rooms with 2 individual shower and toilet rooms, laundry, and full-service kitchen | training room doubles as EOC
- › **City of Baytown Emergency Medical Services (EMS) Addition + Renovation**
Addition/renovation | 6,000 sf | 4-bay expansion includes offices, restroom/shower, and storage areas | renovation of existing 4,000-sf existing building to house storage and future training room, new sleeping rooms, living/lounge space, kitchen, restrooms, shower, and laundry facilities | new building designed to withstand 150 mph winds
- › **City of Deer Park Fire Station No. 3 EMS Annex**
New building | 10,500 sf | 3 apparatus bays | lobby, office space, conference room, watch room, kitchen/dining area, day room, 8 dorm rooms, shower/restrooms, storage and tool room
- › **City of Dayton Public Safety Campus (Dayton Volunteer Fire Department Fire Station + Police/Courts Building)**
New building | 30,000 sf, 2-building campus | 4 apparatus bays, dorms | flexible meeting space and commercial kitchen for community events

Additional municipal project experience:

- › City of League City Public Safety Building
- › City of Deer Park Police Department Emergency Operations Center + Dispatch Addition Needs Assessment
- › City of Baytown Patrol Division Renovation
- › City of Baytown Police Department Needs Assessment
- › City of Baytown 9-1-1 Communication + Information Data Services Center
- › City of Texas City Emergency Operations Center
- › City of Liberty Police Station
- › City of Lake Jackson City Hall, Animal Shelter + Police Evidence Needs Assessment



RYAN McLEMORE

Project Manager

Ryan has served as the lead designer for a wide range of projects. Throughout his 12 years of experience with PGAL, he has had the opportunity to work on a variety of municipal facilities including fire stations, fire training facilities, emergency operations centers, and public safety facilities. He brings a refreshing, pragmatic design approach that allows the client the ability to quickly explore multiple design options from programming and space planning to 3D conceptualization. His communication skills, as well as visual graphics, have proved to be a vital tool for allowing our clients to better understand and visualize the intricacies of every civic entity's unique project.

PGAL

EDUCATION

Bachelor of Architecture,
University of Houston

REGISTRATION/LICENSES

Not Applicable

AFFILIATIONS

Not Applicable

YEARS EXPERIENCE

12 at PGAL | 12 Total

PROJECT EXPERIENCE

- › **City of League City Fire Station No. 2 Expansion**
Addition | 9,200 sf | addition designed to withstand wind gusts up to 146 mph and diverse weather conditions of Texas Gulf Coast | expansion added 2 additional bays for EMS vehicles | offices, kitchen and recreation area, sleeping quarters, and training facilities
- › **City of Port Neches Fire Station + Emergency Operations Center (EOC)**
New building | 11,773 sf | designed to withstand wind gusts up to 146 mph and pertinent requirements for impact resistance | 3-story drill tower | 4 apparatus bays, administrative offices, logistics and planning rooms, bunker gear lockers, supply and mower storage, cascade air pack room, 4 dorm rooms with 2 individual shower and toilet rooms, laundry, and full-service kitchen | training room doubles as EOC
- › **City of Baytown Emergency Medical Services (EMS) Addition + Renovation**
Addition/renovation | 6,000 sf | 4-bay expansion includes offices, restroom/shower, and storage areas | renovation of existing 4,000-sf existing building to house storage and future training room, new sleeping rooms, living/lounge space, kitchen, restrooms, shower, and laundry facilities | new building designed to withstand 150 mph winds
- › **City of Deer Park Fire Station No. 3 EMS Annex**
New building | 10,500 sf | 3 apparatus bays | lobby, office space, conference room, watch room, kitchen/dining area, day room, 8 dorm rooms, shower/restrooms, storage and tool room
- › **City of Conroe Fire Station No. 7**
New building | 11,000 sf | designed to withstand 132 mph windspeed | 3 drive-through apparatus bays | large day room, full kitchen, sleeping quarters with built-in desks and storage lockers, and full fitness center | conditioned mezzanine level for future expansion
- › **City of Conroe Fire Training Facility**
New building | 8,000 sf Class A burn building | 3-story structure with integral 6-story training tower | supports Class A live fire training in 12 rooms | various roof and balcony levels, pitched roof ventilation prop, numerous rope tie-off points for rappelling training
- › **City of Bellaire Fire Station + Emergency Operations Center**
New building | 18,000 sf | replaced existing outdated and undersized facility | 6 bays | administrative offices, EOC, living and work spaces, living quarters, and restroom facilities | LEED Silver
- › **South Montgomery County ESD No. 8 Fire Station No. 11-3**
New building | 30,000 sf | replaced original outdated facility | individual sleeping quarters, day room, kitchen, safe room, fitness area/weight room, tool and laundry area | administrative offices, conference space, storage and mechanical rooms, 100-foot monopole antenna tower, and pump test pit for fire apparatus | training facility includes burn tower, 5-story training tower, and 30-person training room



RYAN HORTON AIA

Project Architect

Ryan has over 10 years of architectural experience serving in both support and leadership roles on various project types across all phases of design. In addition, he has extensively studied and worked on renovation, restoration, and adaptive reuse projects of historic and landmark buildings. He consistently works with clients to provide detailed solutions that satisfy the evolving challenges and constraints of the design and construction process, as well as balancing that with the original intent of the project.



EDUCATION

Master of Architecture,
Catholic University of
America

Bachelor of Architecture,
Miami University

REGISTRATION/LICENSES

Registered Architect
Texas No. 27504

Registered Interior
Designer Texas No.
12193

AFFILIATIONS

American Institute of
Architects

YEARS EXPERIENCE

7 at PGAL | 10 Total

PROJECT EXPERIENCE

- › **City of Dayton Public Safety Campus (Dayton Volunteer Fire Department Fire Station + Police/Courts Building)**
New building | 30,000 sf, 2-building campus | 4 apparatus bays, dorms | flexible meeting space and commercial kitchen for community events
- › **City of Deer Park Fire Station No. 3 EMS Annex**
New building | 10,500 sf | 3 apparatus bays | Lobby, office space, conference room, watch room, kitchen/dining area, day room, 8 dorm rooms, shower/restrooms, storage and tool room
- › **South Montgomery County ESD No. 8 Fire Station No. 11-1**
New building | 18,500 sf | 6 full size pull-through bays – 5 dedicated to MCESD 8 and 1 dedicated to the Montgomery County Hospital District | 8 staff dorms – 2 lieutenant, 1 rotating dorm, 1 battalion chief dorm/safe room | day room with full size kitchen and commercial range hood, dedicated pantry storage for 3 shifts, 3 dedicated dorms with day room and kitchenette with showers in dedicated suite for Hospital District, fitness center with training room
- › **South Montgomery County ESD No. 8 Fire Station No. 11-5**
New building | 9,000 sf | 2 full size pull-through apparatus bays | 5 dorms with 1 lieutenant dorm/safe room, kitchen, day room, dedicated pantry storage for 3 shifts, fitness center

Additional civic project experience:

- › City of League City Public Safety Building
- › City of Webster Police + Courts Renovations
- › City of Baytown 9-1-1 Communication + Information Data Services Center
- › City of Bellaire Police + Municipal Courts
- › City of Hedwig Village Police Department
- › City of Sugar Land Courts, Police + EOC Master Plan
- › City of Rockport City Hall/Aransas County Courthouse Joint Complex
- › Harris County Community Supervision + Corrections Department Facility Master Plan
- › City of Seabrook Public Works, Maintenance + Animal Control Complex
- › City of West University Place Public Works Complex
- › City of West University Place Municipal Facilities Master Planning
- › City of Bellaire City Hall + Civic Center
- › City of Huntsville City Hall + Service Center Complex Facilities Assessment
- › City of La Porte Recreation + Fitness Center Needs Assessment
- › City of Manvel City Center Complex Design



GIANG PHAN LEED AP

Project Designer

Giang brings nearly 15 years of architectural experience to the team, translating design philosophies to the built environment. His responsibilities include the exploration of different design strategies and typologies during design development and carrying them through documentation and construction. Project types include interior and ground-up construction for both public and private entities.



EDUCATION

Bachelor of Architecture,
University of Houston

Bachelor of Science in
Environmental Design,
University of Houston

REGISTRATION/LICENSES

LEED Accredited
Professional

AFFILIATIONS

Not Applicable

YEARS EXPERIENCE

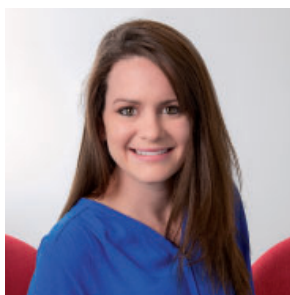
14 at PGAL | 14 Total

PROJECT EXPERIENCE

- › **City of Webster Fire Station + Training Tower**
New building | 18,000 sf | 6 apparatus bays, office, training room, lobby, and public areas | amenities enabling 24-hour coverage, including kitchen, dining, laundry, storage spaces, fitness center, and 14 sleeping quarters
- › **City of League City Fire Station No. 2 Expansion**
Addition | 9,200 sf | addition designed to withstand wind gusts up to 146 mph and diverse weather conditions of Texas Gulf Coast | expansion added 2 additional bays for EMS vehicles | offices, kitchen and recreation area, sleeping quarters, and training facilities
- › **City of Port Neches Fire Station + Emergency Operations Center (EOC)**
New building | 11,773 sf | designed to withstand wind gusts up to 146 mph and pertinent requirements for impact resistance | 3-story drill tower | 4 apparatus bays, administrative offices, logistics and planning rooms, bunker gear lockers, supply and mower storage, cascade air pack room, 4 dorm rooms with 2 individual shower and toilet rooms, laundry, and full-service kitchen | training room doubles as EOC
- › **City of Bellaire Fire Station + Emergency Operations Center**
New building | 18,000 sf | replaced existing outdated and undersized facility | 6 bays | administrative offices, EOC, living and work spaces, living quarters, and restroom facilities | LEED Silver

Additional civic project experience:

- › City of League City Public Safety Building
- › City of Sugar Land Constellation Field
- › City of Rockport City Hall/Aransas County Courthouse Joint Complex



ALYSHA KOENIG IIDA

Interior Designer

Alysha brings a passion to all of her projects and enjoys creating environments that positively impact people's daily lives. She strives to use a fresh perspective on each project and is adept at developing both computer generated and hand rendered 3D images.



EDUCATION

Bachelor of Science in Interior Design, University of Nebraska

REGISTRATION/LICENSES

Registered Interior Designer Texas No. 12200

Council for Interior Design Qualification Certification No. 33814

AFFILIATIONS

Not Applicable

YEARS EXPERIENCE

5 at PGAL | 6 Total

PROJECT EXPERIENCE

- › **City of Conroe Fire Station No. 7**
New building | 11,000 sf | designed to withstand 132 mph windspeed | 3 drive-through apparatus bays | large day room, full kitchen, sleeping quarters with built-in desks and storage lockers, and full fitness center | conditioned mezzanine level for future expansion
- › **City of Conroe Fire Training Facility**
New building | 8,000 sf Class A burn building | 3-story structure with integral 6-story training tower | supports Class A live fire training in 12 rooms | various roof and balcony levels, pitched roof ventilation prop, numerous rope tie-off points for rappelling training
- › **City of Deer Park Fire Station No. 3 EMS Annex**
New building | 10,500 sf | 3 apparatus bays | Lobby, office space, conference room, watch room, kitchen/dining area, day room, 8 dorm rooms, shower/restrooms, storage and tool room
- › **City of Dayton Public Safety Campus (Dayton Volunteer Fire Department Fire Station + Police/Courts Building)**
New building | 30,000 sf, 2-building campus | 4 apparatus bays, dorms | flexible meeting space and commercial kitchen for community events
- › **Montgomery County ESD No. 9 Fire Station No. 81 Programming**
New replacement building | 13,000 sf | 4 apparatus bays, administrative offices, large multipurpose training/conference room | 10 dorm rooms, shower/restrooms, laundry, weight room, separate day rooms for fire and EMS, watch room, kitchen/dining, storage spaces

Additional civic project experience:

- › City of Baytown 9-1-1 Communication + Information Data Services Center
- › City of Seabrook Public Works, Maintenance + Animal Control Complex
- › City of Bellaire Police + Municipal Courts
- › City of Bellaire City Hall + Civic Center
- › City of Sugar Land Courts, Police + EOC Master Plan
- › City of Houston/Harris County Joint Processing Center
- › Harris County Precinct 4 Administration Building + Service Center



MICHAEL MAUER ASLA

Cost Estimating

Michael is a Landscape Architect and Certified Arborist with 34 years of broad professional experience in the design and planning of large and small-scale civic, institutional, parks, residential, commercial, urban design, and tree preservation projects. He works extensively in the public sector with architects and engineers to help counties and cities improve upon their abilities to support their communities with civic facilities. He has committed M2L to make it a priority to preserve our natural resources through a comprehensive, low impact development approach to landscape and site design. Michael is a true steward of the land and holds arborist, green roof professional, and landscape architectural certifications and registrations. He has worked on a wide variety of civic projects from city halls, police and fire stations, public works, and emergency management centers. A few of the governmental agencies include the Cities of Houston, Grimes County, Sugar Land, Navasota, West University, Conroe, and Harris County, Texas.



EDUCATION

Bachelor of Science in
Landscape Architecture,
The Ohio State University

REGISTRATION/LICENSES

Landscape Architect
Texas No. 1510

Arborist Texas No. TX-
3436A

AFFILIATIONS

American Society of
Landscape Architects

American Institute of
Architects

International Society of
Arborists

Green Roofs for Healthy
Cities

YEARS EXPERIENCE

24 at M2L | 34 Total

PROJECT EXPERIENCE

› City of Bellaire Fire Station + Emergency Operations Center

New building | 18,000 sf | replaced existing outdated and undersized facility | 6 bays | administrative offices, EOC, living and work spaces, living quarters, and restroom facilities | LEED Silver | created simple entry to the building that utilized decomposed granite paving and low maintenance landscaping

› South Montgomery County ESD No. 8 Fire Station No. 11-3

New building | 30,000 sf | replaced original outdated facility | individual sleeping quarters, day room, kitchen, safe room, fitness area/weight room, tool and laundry area | administrative offices, conference space, storage and mechanical rooms, 100-foot monopole antenna tower, and pump test pit for fire apparatus | training facility includes burn tower, 5-story training tower, and 30-person training room | utilized a low maintenance landscape and irrigation approach

› South Montgomery County ESD No. 8 Fire Station No. 11-6

New building | 8,500 sf | 2 fully secured drive-through apparatus bays | houses 5 full-time department personnel | full kitchen, living spaces, sleeping quarters, and administrative space | utilized a low maintenance landscape and irrigation approach

Additional civic project experience:

- › City of League City Public Safety Building
- › City of Conroe Public Safety Complex
- › City of Navasota Municipal Complex
- › City of West University Place City Hall + Police Station
- › Grimes County Courthouse
- › City of Houston Sagemont Community Center
- › City of West University Place Recreation Center
- › City of Houston Looscan Library
- › City of Houston Emancipation Park Community Center



COSTAS GEORGHIOU PE

Civil Engineering Principal

Costas has more than 35 years of experience in the design, construction, and administration of major projects. His experience includes planning, design, and construction management of civic projects, including fire stations, fire training facilities, emergency operations centers, and public safety facilities.



EDUCATION

Master of Science in Civil Engineering, University of Houston

Bachelor of Science in Civil Engineering, University of Houston

REGISTRATION/LICENSES

Registered Professional Engineer Texas No. 58255

TxDOT Pre-Certification No. 3360

AFFILIATIONS

Associated General Contractors of America

Greater Houston Partnership

Texas Good Roads/Transportation Association

YEARS EXPERIENCE

23 at PGAL | 38 Total

PROJECT EXPERIENCE

- › **City of Webster Fire Station + Training Tower**
New building | 18,000 sf | 6 apparatus bays, office, training room, lobby, public areas | amenities enabling 24-hour coverage, including kitchen, dining, laundry, storage spaces, fitness center, and 14 sleeping quarters
- › **City of Conroe Fire Station No. 7**
New building | 11,000 sf | designed to withstand 132 mph windspeed | 3 drive-through apparatus bays | large day room, full kitchen, sleeping quarters with built-in desks and storage lockers, and full fitness center | conditioned mezzanine level for future expansion
- › **City of Conroe Fire Training Facility**
New building | 8,000 sf Class A burn building | 3-story structure with integral 6-story training tower | supports Class A live fire training in 12 rooms | various roof and balcony levels, pitched roof ventilation prop, numerous rope tie-off points for rappelling training
- › **South Montgomery County ESD No. 8 Fire Station No. 11-2**
New building | 10,000 sf | 4 double-depth pull-through apparatus bays | day crew offices, kitchen and storage for 3 shifts, laundry, workshop, fitness area, 5 individual sleeping quarters, FEMA-rated safe room, restrooms, and other support spaces
- › **South Montgomery County ESD No. 8 Fire Station No. 11-3**
New building | 30,000 sf | replaced original outdated facility | individual sleeping quarters, day room, kitchen, safe room, fitness area/weight room, tool and laundry area | administrative offices, conference space, storage and mechanical rooms, 100-foot monopole antenna tower, and pump test pit for fire apparatus | training facility includes burn tower, 5-story training tower, and 30-person training room
- › **South Montgomery County ESD No. 8 Fire Station No. 11-1**
New building | 18,500 sf | 6 full size pull-through bays – 5 dedicated to MCESD 8 and 1 dedicated to the Montgomery County Hospital District | 8 staff dorms – 2 lieutenant, 1 rotating dorm, 1 battalion chief dorm/safe room | day room with full size kitchen and commercial range hood, dedicated pantry storage for 3 shifts, 3 dedicated dorms with day room and kitchenette with showers in dedicated suite for Hospital District, fitness center with training room
- › **South Montgomery County ESD No. 8 Fire Station No. 11-5**
New building | 9,000 sf | 2 full size pull-through apparatus bays | 5 dorms with 1 lieutenant dorm/safe room, kitchen, day room, dedicated pantry storage for 3 shifts, fitness center

Additional civic project experience:

- › City of League City Public Safety Building
- › City of Baytown 9-1-1 Communication + Information Data Services Center
- › City of Conroe Public Safety Complex
- › City of Conroe New Police Training Classroom Building
- › City of Bellaire Police + Municipal Courts



OKSANA KANTARA PE

Site Design Project Manager

Oksana has more than five years of experience in the commercial, residential, and industrial fields of site development, grading plans, and stormwater pollution prevention plans. Her experience includes planning, design, and construction management of site developments, storm water systems, water and sanitary sewer lines, paving and road design, civil specifications, and permitting.



EDUCATION

Bachelor of Science
in Environmental
Engineering, Vilnius
Gediminas Technical
University

REGISTRATION/LICENSES

Registered Professional
Engineer Texas No.
116902

AFFILIATIONS

Not Applicable

YEARS EXPERIENCE

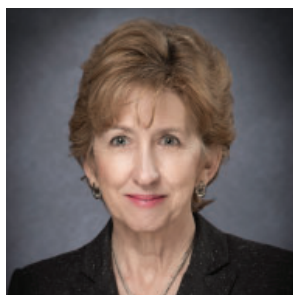
2 at PGAL | 19 Total

PROJECT EXPERIENCE

- › **South Montgomery County ESD No. 8 Fire Station No. 11-3 Training Field**
New building | 30,000 sf | replaced original outdated facility | training facility includes burn tower, 5-story training tower, and 30-person training room
- › **South Montgomery County ESD No. 8 Fire Station No. 11-1**
New building | 18,500 sf | 6 full size pull-through bays - 5 dedicated to MCESD 8 and 1 dedicated to the Montgomery County Hospital District | 8 staff dorms - 2 lieutenant, 1 rotating dorm, 1 battalion chief dorm/safe room | day room with full size kitchen and commercial range hood, dedicated pantry storage for 3 shifts, 3 dedicated dorms with day room and kitchenette with showers in dedicated suite for Hospital District, fitness center with training room
- › **South Montgomery County ESD No. 8 Fire Station No. 11-5**
New building | 9,000 sf | 2 full size pull-through apparatus bays | 5 dorms with 1 lieutenant dorm/safe room, kitchen, day room, dedicated pantry storage for 3 shifts, fitness center

Additional civic project experience:

- › City of Conroe New Police Training Classroom Building
- › City of Conroe New Police Training Facility Maintenance Building
- › City of Bellaire City Hall + Civic Center
- › City of Bellaire Police + Municipal Courts
- › City of West University Place Animal Control Facility
- › Montgomery County Forensic Center - Sheriff + Medical Examiner's Offices



ELAINE ROGERS PE, LEED AP BD+C

Structural Engineering Principal



Elaine is the President of Henderson Rogers with over 36 years of experience in structural engineering design. She has served as Principal-In-Charge on numerous, major educational, healthcare, civic, and aviation projects. Elaine has a strong commitment to provide responsible, timely and dependable service to her clients through cost effective and innovative structural solutions. As Structural Engineering Principal, Elaine will ensure that the appropriate staffing and support resources are available for the project and assure that the project goals are understood and addressed. She will provide leadership in the development of all structural systems and have final authority for all management and technical decisions. Elaine will also assure that quality control reviews are executed for the project and have final responsibility for firm performance and client satisfaction.

EDUCATION

Bachelor of Science in
Civil Engineering, Texas
Tech University

Bachelor of Architecture,
Texas Tech University

REGISTRATION/LICENSES

Registered Professional
Engineer Texas No.
65566

AFFILIATIONS

United States Green
Building Council
(USGBC)

YEARS EXPERIENCE

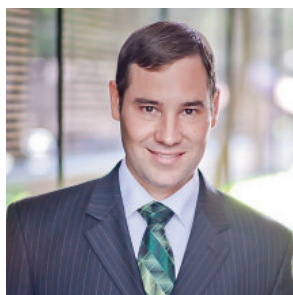
15 at Henderson Rogers |
36 Total

PROJECT EXPERIENCE

- › **South Montgomery County ESD No. 8 Fire Station No. 11-3**
New building | 30,000 sf | replaced original outdated facility | individual sleeping quarters, day room, kitchen, safe room, fitness area/weight room, tool and laundry area | administrative offices, conference space, storage and mechanical rooms, 100-foot monopole antenna tower, and pump test pit for fire apparatus | training facility includes burn tower, 5-story training
- › **City of Deer Park Fire Station No. 3 EMS Annex**
New building | 10,500 sf | 3 apparatus bays | lobby, office space, conference room, watch room, kitchen/dining area, day room, 8 dorm rooms, shower/restrooms, storage and tool room tower, and 30-person training room
- › **City of Houston Fire Station No. 55**
15,600 sf | 5 bays for housing fire and EMS equipment
- › **City of Houston Fire Station No. 37**
11,000 sf | 3 bays for housing fire and EMS equipment
- › **City of Houston Fire Station No. 90**
11,000 sf | 3 bays for housing fire and EMS equipment
- › **Houston Airport System/Houston Fire Department William P. Hobby Airport Aircraft Rescue Fire Fighting (ARFF) Station No. 81**
New building (replacement) | 18,800 sf | 6 apparatus bays | chemical and equipment storage rooms, watch room, offices, kitchen, training room, 11 dorm rooms, exercise room, TV room, carport, and other support spaces
- › **Houston Airport System/ Houston Fire Department George Bush Intercontinental Airport Aircraft Rescue Fire Fighting (ARFF) Station No. 92**
New building (replacement) | 21,000 sf | 6 apparatus bays | chemical and equipment storage rooms, watch room, offices, kitchen, training room, 12 dorm rooms, exercise room, TV room, locker room, and other support spaces

Additional civic project experience:

- › City of Pasadena Municipal Court
- › Harris County Sheriff's Office Annex
- › City of Bellaire Police + Municipal Courts
- › City of Bellaire City Hall + Civic Center
- › City of Conroe Public Safety Complex
- › City of College Station Police Headquarters



KEVIN PFEIFFER PE, LEED AP
MEP Engineering Partner-In-Charge



Kevin will oversee all aspects of the building investigation from start to finish. He will guide and direct his investigation, review, and energy modeling team to produce energy and design solutions with exceptional efficiency. He is directly involved with the mechanical design and analysis, preparation of documents, and contract administration services. He is familiar with project standards and procurement issues for public and private sector projects. Kevin will work shoulder to shoulder with the project team to ensure the best work is produced for the Fire Station 2 Reconstruction and Training Field Upgrades project.

EDUCATION

Bachelor of Science in
Architecture Engineering,
Kansas State University

REGISTRATION/LICENSES

Professional Engineer
Texas No. 96819

AFFILIATIONS

United States Green
Building Council
(USGBC)

American Society of
Heating, Refrigeration
and Air Conditioning
Engineers (ASHRAE)

YEARS EXPERIENCE

20 at DBR | 20 Total

PROJECT EXPERIENCE

- › **City of Friendswood Volunteer Fire Department Station No. 1**
New building | 20,300 sf
- › **City of Friendswood Volunteer Fire Department Station No. 4**
New building | 20,300 sf
- › **City of Alvin Volunteer Fire Department/Brazoria County ESD No. 3 Fire Station No. 1**
New building | 30,732 sf
- › **City of Pearland Fire Station No. 8**
New building | 18,000 sf | designed to 140-mph, 3-second gust wind standards |
administrative offices, dorm rooms, restrooms with showers, kitchen/dining area, day room,
EMS decontamination area, exercise room, and bunker gear and medical supply storage
area
- › **City of Pearland Fire Station No. 7**
New building | 11,000 sf
- › **City of Crandall Fire Station**
New building | 10,703 sf | 3 bays | administrative offices, full kitchen, day room,
individual bunk rooms, 2 showers, SCBA room, bunker gear room, and tool room
- › **City of Houston Fire Station No. 37**
New building | 10,800 sf | 3 bays | LEED Silver
- › **City of Houston Fire Station No. 20**
Renovation | 7,400 sf
- › **Harris County ESD No. 15 Eastex Volunteer Fire Station No. 4**
New building | 10,850 sf
- › **Harris County Fire Station No. 16**
New building | 18,749 sf
- › **Harris County ESD Station No. 94**
New building | 7,592 sf
- › **Harris County ESD Station No. 92**
New building | 7,592 sf
- › **Cypress Creek Volunteer Fire Department Station No. 23**
Addition/renovation
- › **Cypress Creek Volunteer Fire Department Station No. 21**
Renovation | 3,225 sf
- › **Fort Bend/Harris County ESD No. 100 Volunteer Fire Department Station No. 1**
New addition | 2,592 sf



BRENT MOE PE

MEP Engineering Senior Project Manager

Brent is responsible for the electrical engineering design. He has worked on projects such as government, religious, K-12, and higher educational facilities. His engineering design work includes lighting, power distribution, emergency generating systems, medium voltage systems, as well as fire alarm and security systems.



PROJECT EXPERIENCE

EDUCATION

Bachelor of Science
in Architectural
Engineering, Kansas State
University

REGISTRATION/LICENSES

Professional Engineer
Texas No. 117260

AFFILIATIONS

Association for Learning
Environments (A4LE)

YEARS EXPERIENCE

11 at DBR | 11 Total

- › **City of Alvin Volunteer Fire Department/Brazoria County ESD No. 3 Fire Station No. 1**
New building | 30,732 sf
- › **City of Pearland Fire Station No. 8**
New building | 18,000 sf | designed to 140-mph, 3-second gust wind standards | administrative offices, dorm rooms, restrooms with showers, kitchen/dining area, day room, EMS decontamination area, exercise room, and bunker gear and medical supply storage area
- › **City of Pearland Fire Station No. 7**
New building | 11,000 sf
- › **City of Deer Park Fire Station No. 3 EMS Annex**
New building | 10,500 sf | 3 apparatus bays | lobby, office space, conference room, watch room, kitchen/dining area, day room, 8 dorm rooms, shower/restrooms, storage and tool room tower, and 30-person training room
- › **City of Crandall Fire Station**
New building | 10,703 sf | 3 bays | administrative offices, full kitchen, day room, individual bunk rooms, 2 showers, SCBA room, bunker gear room, and tool room
- › **Fort Bend/Harris County ESD No. 100 Volunteer Fire Department Station No. 1**
New addition | 2,592 sf
- › **Harris County ESD No. 15 Eastex Volunteer Fire Station No. 4**
New building | 10,850 sf
- › **Harris County Fire Station No. 16**
New building | 18,749 sf
- › **Harris County Fire Station No. 36**
New addition | 9,303 sf
- › **Harris County ESD Station No. 94**
New building | 7,592 sf
- › **Harris County ESD Station No. 92**
New building | 7,592 sf
- › **Cypress Creek Volunteer Fire Department Station No. 23**
Addition/renovation
- › **Cypress Creek Volunteer Fire Department Station No. 21**
Renovation | 3,225 sf
- › **Cypress Fairbanks ESD No. 9 Administration Building**
Addition/renovation | 91,944 sf
- › **Hays County ESD No. 6 Fire Station No. 74**
New building | 15,000 sf



WEIFANG WANG RCDD

Technology

Weifang joined DBR with over fifteen years of experience in performing engineering design and managing structured cabling, security access control, intrusion detection, video surveillance, AV, and acoustic related projects. As a Registered Communications Distribution Designer (RCDD), he will ensure his team delivers designs to meet project requirements and the City of Friendswood's needs. He specializes in low-voltage cabling and infrastructure design and project management for a variety of building projects. Weifang's straightforward professionalism and focused work attitude make him a valued team member.



EDUCATION

Master of Science
in Building Science,
Rensselaer Polytechnic
Institute

Bachelor of Science in
Business Engineering,
Jilin University

REGISTRATION/LICENSES

Registered
Communications
Distribution Designer
(RCDD)

AFFILIATIONS

Building Industry
Consulting Service
International (BICSI)

YEARS EXPERIENCE

1 at DBR | 15 Total

PROJECT EXPERIENCE

- › **City of Pearland Fire Station No. 8**
New building | 18,000 sf | designed to 140-mph, 3-second gust wind standards | administrative offices, dorm rooms, restrooms with showers, kitchen/dining area, day room, EMS decontamination area, exercise room, and bunker gear and medical supply storage area
- › **City of Pearland Fire Station No. 7**
New building | 11,000 sf
- › **City of Deer Park Fire Station No. 3 EMS Annex**
New building | 10,500 sf | 3 apparatus bays | Lobby, office space, conference room, watch room, kitchen/dining area, day room, 8 dorm rooms, shower/restrooms, storage and tool room tower, and 30-person training room
- › **City of Plainview Police + Fire Station No. 2**
New building, technology | 23,300 sf
- › **City of Missouri City Fire Station No. 6**
New building, technology
- › **Hays County ESD No. 6 North Hays County Fire/Rescue Station No. 74**
New building | 15,000 sf
- › **Fort Bend/Harris County ESD No. 100 Volunteer Fire Department Station No. 1**
New addition, technology | 2,592 sf
- › **Bexar County ESD No. 6 New Fire Station**
New building, technology
- › **Harris County ESD No. 13 Cypress Fire Station No. 25**
New building, technology



REHAN KHAN EIT

Geotechnical Project Manager



Rehan serves as a geotechnical engineer in Terracon's League City office. His responsibilities include developing field programs, coordinating with field personnel in the implementation of boring and test pit programs. He develops laboratory programs, evaluates laboratory and field data, and provides recommendations for design and construction with respect to site grading, foundations, and pavements. He also prepares proposals, manages project budgets, and writes geotechnical engineering reports. Rehan is involved in geotechnical projects that include public infrastructure at the county and city level, and independent school districts. Other projects he provides geotechnical services for are private facilities, residential subdivisions, apartment complexes, retail/commercial buildings, hospitals, communication towers, and pavements.

EDUCATION

Master of Science
in Building Science,
Rensselaer Polytechnic
Institute

Bachelor of Science in
Business Engineering,
Jilin University

REGISTRATION/LICENSES

Registered
Communications
Distribution Designer
(RCDD)

AFFILIATIONS

Building Industry
Consulting Service
International (BICSI)

YEARS EXPERIENCE

I at DBR | 15 Total

PROJECT EXPERIENCE

- › **City of Hedwig Village Police Station**
New building | geotechnical field and laboratory services | subsurface conditions at site were evaluated by drilling 3 test borings to depths of approximately 20 feet within the proposed building area and 2 test borings to depths of about 5 feet within the proposed pavement areas | after testing of the soils and evaluation of the data, recommendations were provided for site and subgrade preparation; demolition considerations; foundation design; and construction and pavement design guidelines
- › **City of Baytown Town Square**
Geotechnical field and laboratory services | site features an ice skating rink in the Winter, Farmers Market, and other events year-round | subsurface conditions at site were evaluated by drilling 2 test borings within the proposed restroom and ticket concession building areas and 1 test boring within the proposed utility alignments | after testing of the soils and evaluation of the data, recommendations were provided for site and subgrade preparation; foundation design and construction; groundwater control and excavation considerations; bedding and backfill considerations; and uplift and lateral earth pressures
- › **Joint Reserve Base Facility Additions at Ellington Field Airport**
New building addition to existing facility and adjacent pavements | Geotechnical Engineering Report | subsurface conditions at site were evaluated by drilling 1 boring to a depth of approximately 100 feet within the proposed building addition footprint | 2 borings were within the proposed pavement areas | after testing of the soils and evaluation of the data, recommendations were provided for site and subgrade preparation and foundation design and construction and pavement design guidelines
- › **City of League City Hometown Heroes Park Restroom**
New building | 450 sf | Geotechnical Engineering Report | subsurface conditions were evaluated by drilling 1 boring to a depth of approximately 20 feet within the proposed building footprint | after testing of the soils and evaluation of the data, recommendations were provided for site and subgrade preparation and foundation design and construction
- › **City of Galveston Island Beach Park Drainage Improvements - East Beach Park + Stewart Beach Park**
Geotechnical field and laboratory services for drainage issues | subsurface conditions were evaluated by drilling 2 borings, to a depth of approximately 20 feet in the East Beach Park parking area and 2 borings in the Stewart Beach parking area | borings drilled using all-terrain vehicle (ATV) mounted drilling equipment



ESTHER HALFORD

Cost Estimating

Esther is the owner and President/CEO of Halford Busby Construction Consultants. With over 30 years in the construction industry, Esther has developed a process in the delivery of cost estimating practices that have rendered an average accuracy rate of ± 2.2 . She oversees the entire life-cycle of each estimate to ensure that each is done with the timeliness and accuracy that clients have come to expect. She is completely hands-on from initiation to completion of every project.



EDUCATION

Prairie View A&M
University

REGISTRATION/LICENSES

Not Applicable

AFFILIATIONS

Professional Affiliate, AIA
Houston

National Association of
Female Executives

US Women's Chamber of
Commerce

National Association of
Government Contractors
North Houston
Association

Shield Bearer – Board of
Directors

YEARS EXPERIENCE

15 at Halford Busby |
32 Total

PROJECT EXPERIENCE

- › City of Alvin Fire Station No. 3
- › City of Houston New Fire Station No. 84
- › City of Houston Fire Station No. 37
- › City of Houston New Downtown Superstation Fire Station No. 8 in Central Business District
- › City of Houston Fire Station No. 86
- › City of Houston New Fire Station No. 33
- › City of Lake Jackson Fire/EMS Facility
- › City of Brenham Fireman's Training Center
- › City of Nederland City Hall Fire + Police Station
- › City of Copperas Cove Fire Station No. 2
- › City of Killeen New Fire Station No. 9
- › City of Plano Fire Station No. 7 + Police Substation Renovations
- › City of Lucas Central Fire Station
- › City of Lubbock New Fire Station No. 19
- › City of Decatur New Central Fire Station
- › City of Flower Mound New Fire Station No. 5
- › City of Fairview New Fire Station No. 2
- › City of San Marcos Central Fire Station
- › City of Plano New Fire Station No. 13
- › City of Temple New Central Fire + Rescue Facility
- › City of Killeen New Fire Station No. 8
- › City of Wylie New Fire Station No. 3
- › City of Hurst Fire Station No. 2
- › City of Dallas New North Colony Fire Station
- › City of Waco New Fire Station No. 14
- › City of Waco New Fire Station No. 12 Flat Rock Site
- › Texas A&M University Urban Search + Rescue Center/Brayton Fireman Training Field



EXPERIENCE

PGAL is known for working hand-in-hand with cities, counties, and ESDs to help them realize their emergency services projects. This experience, expertise, and proactive application of critical lessons learned has earned us a reputation as leading professionals in the fire and emergency operations facility design industry.



The PGAL team possesses an extensive portfolio of fire and emergency operations center facility planning and design. Our recent, relevant projects include the following. Projects noted in red below are highlighted on the following pages.

- › Arlington County Fire Station No. 1 + Museum
- › Austin County ESD Fire Station No. 2
- › Broward County Airport/Seaport Fire Rescue Station
- › Broward County Everglades Fire Station
- › Broward County Hazmat + Fire Training Tower
- › Broward County West Park Fire Station
- › City of Allen Fire Station No. 5
- › City of Baytown EMS Facility
- › **City of Bellaire Central Fire Station**
- › City of Boca Raton Police + Fire Training Facility
- › **City of Conroe Fire Station No. 7**
- › **City of Conroe Fire Training Facility**
- › City of Dayton Fire/Police Facilities
- › City of Deer Park EMS Facility
- › City of Denton Public Safety + Fire Department Training Facility
- › City of Farmers Branch Fire Station No. 2
- › City of Fort Lauderdale Fire Station No. 49
- › City of Fort Lauderdale Fire Station No. 54
- › City of Houston Emergency Center
- › City of Houston Fire Administration Headquarters
- › City of Houston Fire Station No. 24
- › City of Houston Police + Fire Dispatch
- › City of League City Fire Station No. 2 Expansion
- › City of Liberty Fire Substation
- › City of McKinney Public Safety Complex
- › City of Miramar Fire Station No. 19
- › City of Port Arthur Police, Courts + Fire
- › **City of Port Neches Fire, EOC + Training Tower**
- › City of Sugar Land Fire Station No. 1 Renovation
- › **City of Webster Fire Station + Training Tower**
- › City of West University Central Fire Department Renovation
- › Clark County Fire Station No. 16
- › Clark County Fire Station No. 30
- › Clark County Fire Station Prototype
- › Denton County EOC + Fire Marshall
- › East Harris County Emergency Communications Center
- › Montgomery County Fire Station No. 84
- › South Montgomery County ESD No. 8 Fire Station II-1
- › South Montgomery County ESD No. 8 Fire Station II-2
- › **South Montgomery County ESD No. 8 Fire Station II-3**
- › South Montgomery County ESD No. 8 Fire Station II-4
- › South Montgomery County ESD No. 8 Fire Station II-5
- › South Montgomery County ESD No. 8 Fire Station II-6
- › Williamson County ESD No. 4 Liberty Hill Fire Station No. 2

SOUTH MONTGOMERY COUNTY ESD NO. 8 FIRE STATION 11-3 + TRAINING FIELD

SPRING, TEXAS

PGAL



South Montgomery County needed an updated station to replace its original facility, built in 1975. The new station introduced modernized sleeping, living, planning, and training quarters in a two-story, 30,000-square-foot facility.

The station's overall exterior color scheme is striking, juxtaposing traditional red "fire station" brick with an indigenous Texas white limestone. The new exterior wall is composed of masonry to keep maintenance costs low over the life of the building.

The addition of three double-depth pull-through bays and one maintenance bay will expand the district's capacity, empowering this ISO Class I Fire Department to effectively serve its growing community. The rapid opening "four-fold" bay doors are a traditional fire engine red color with fully segmented glazing, which allows natural light to shine into the bay areas. Large sweeping stone arches top the apparatus doors and reflect the station's original design. This arch detail is also expressed in the second floor and entry tower windows.

The new station provides staff with individual sleeping quarters, a day room, kitchen, safe room, fitness area and weight room, turn-out room, and tool and laundry area. All crew functions are placed on the first floor off of the bay, while administration is located on the second floor. A traditional slide pole connects the first and second floors, allowing for quick response in the event of a call.

The station includes administrative offices, an ESD board room, conference space, storage and mechanical rooms, a 100-foot monopole antenna tower, and a pump test pit for fire apparatus. A new training facility is available for all district fire staff, and includes a burn tower, five-story training tower, and a 30-person training room. The training tower has a fully grouted masonry wall, providing the most durable construction for various training exercises.

As a key emergency facility for the department, the station is equipped with 100 percent emergency backup power.

Completion Date

2015

Owner Reference

Robert Hudson
Fire Chief
Montgomery County ESD No. 8
27900 Robinson Road
Conroe, Texas 77385
281.363.3473
robert.hudson@mcesd8.org

Delivery Method

CMAR

Construction Budget

\$7.8 million

CITY OF CONROE FIRE STATION NO. 7 + TRAINING FACILITY

CONROE, TEXAS

PGAL



The City of Conroe's new 11,000-square-foot fire station is a beacon of safety for the community and a healthy facility for the firefighters that live and work within.

The exterior presents natural stone and brick tones that seamlessly respond to the neighboring communities and wooded areas. A custom station LED-backlit logo and large timber trusses with exposed fasteners celebrate the entrance to the facility.

The station includes three, 80-foot drive-through apparatus bays, featuring fire engine red folding bay doors and an enhanced exhaust vent system. Inside, firefighters enjoy a large day room that opens to a full kitchen built around a stainless steel island. Sleeping quarters with built-in desks and storage lockers and a full fitness center help provide the comforts of home to the staff. A conditioned mezzanine level is also available to accommodate future expansion as needed.

The Conroe Fire Training Center is a 20.95-acre site that will support in-service training and eventually recruit prospective firefighters for the city fire department.

The Phase I Class A burn building is an 8,000-square-foot, three-story structure with integral six-story training tower. It simulates residential and commercial occupancies and has the capability of supporting Class A live fire training in 12 rooms.

The tower, which has a top platform that is 60 feet above the ground, has are numerous training features, including various roof and balcony levels, a pitched roof ventilation prop, numerous rope tie-off points for rappelling training, and an upper-level window designed to accommodate a 2,000-gallon-per-minute flow from an aerial master stream.

Completion Date

2018

Owner Reference

Ken Kreger
Fire Chief/Emergency Management
Coordinator
City of Conroe
300 West Davis Street, 3rd Floor
Conroe, Texas 77305
936.522.3090
kkreger@cityofconroe.org

Delivery Method

CMAR

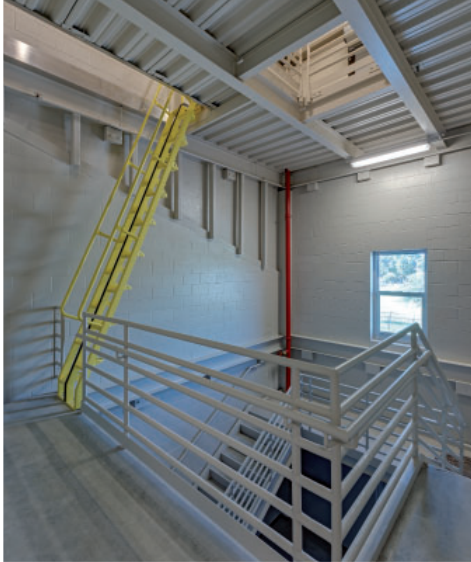
Construction Budget

\$4 million | Fire Station
\$3 million | Fire Training Facility

CITY OF WEBSTER FIRE STATION + TRAINING TOWER

WEBSTER, TEXAS

PGAL



This 18,000-square-foot mission critical facility introduced a fresh aesthetic to Webster's contemporary city hall and police station complex.

The building's inviting, lodge-style façade incorporates limestone and clay brick, decorative concrete pavers, and a covered, stone-faced front porch. The blue metal roof visually links the new facility to existing buildings.

Varying rooflines accommodate a range of facility uses and enhance the structure's overall stature. Two tower elements — one fronting an interior stairway and one housing regional training facilities — extend the station's height and presence.

Architectural details include tower roof caps, white cast stone pendants, a prominent cornerstone, and clerestory windows in bays.

The first floor accommodates six apparatus bays, office, training room, lobby, and public areas. The second floor houses kitchen, dining, laundry, and storage spaces, plus a fitness center and 14 sleeping quarters. These amenities enabled the department to expand to 24-hour coverage.

Completion Date

2013

Owner Reference

John Warnement
Interim Director of Public Works
City of Webster
855 Magnolia Avenue
Webster, Texas 77598
281.316.3707
jwarnement@cityofwebster.com

Delivery Method

Design-Build

Construction Budget

\$4.5 million

CITY OF PORT NECHES FIRE STATION, EOC + TRAINING TOWER

PORT NECHES, TEXAS



With an existing fire station dating back to 1972, the City of Port Neches needed an updated, state-of-the-art facility that would accommodate training programs and withstand hurricane-level winds.

The new 11,773-square-foot, single-story fire station includes four apparatus bays, fire chief and assistant fire chief offices, a secretary and finance office, and logistics and planning rooms. The station's training room doubles as an emergency operations center (EOC).

The space houses bunker gear lockers, supply and mower storage, a cascade air pack room, and documentation storage. For long shifts, the station includes four dorm rooms with two individual shower and toilet rooms, a laundry room, and a full-service kitchen.

The three-story drill tower includes an interior stair and ladder to the roof with a manhole as well as a standpipe and sprinkler system. An exterior caged ladder to the roof includes a transfer landing and shuttered windows.

All building components were constructed to withstand wind gusts up to 146 miles per hour (Category 4 hurricane) and pertinent requirements for impact resistance. The pre-manufactured metal building system includes exterior cladding with split-faced concrete masonry units and brick with cast stone accents and concrete masonry unit backup.

Completion Date

2014

Owner Reference

Taylor Shelton
Director of Public Works
City of Port Neches
1005 Merriman Street
Port Neches, Texas 77651
409.719.4258
tshelton@ci.port-neches.tx.us

Delivery Method

Design-Bid-Build

Construction Budget

\$2.7 million

CITY OF BELLAIRE FIRE STATION

BELLAIRE, TEXAS



Located on the heavily trafficked and highly visible corner site of the former station, Bellaire's new six-bay, 18,000-square-foot fire station and emergency operations center is a commanding presence.

The new facility helps define the city's public service infrastructure and represents an investment in the future of this established neighborhood.

One of the primary design goals was to seamlessly integrate the new facility into the fabric of the community while creating a distinct visual identity. To achieve this balance, PGAL translated traditional fire station elements — such as the brick façade and tower — into a modern vocabulary of clean lines, accent features, and state-of-the-art technology. The result is an eye-catching facility that is aesthetically comfortable in its surroundings, and fully equipped to provide first-rate public safety services.

Completion Date

2010

Owner Reference

Karl Miller
Director Parks, Recreation & Facilities
City of Bellaire
7008 S Rice Avenue
Bellaire, Texas 77401
713.662.8109
kmiller@bellairetx.gov

Delivery Method

CMAR

Construction Budget

\$4 million

LEED Status

LEED Silver



PROJECT METHODOLOGY

PGAL

Proven success – in the last decade, the PGAL team has provided master planning, programming, design, and construction administration services for more than 40 municipal, county, and ESD fire facilities throughout the U.S.



The City of Friendswood has many key considerations to ensure the design of the Fire Station 2 and Training Field project meets the City's overall goals. As a result of our extensive experience designing fire facilities for municipalities throughout Texas, and especially in the Texas Gulf Coast region, PGAL has the capabilities required to work with the City to achieve these project goals in a timely and efficient manner.

Designing for Texas Gulf Coast Weather

The Gulf Coast region is our home. We understand firsthand how the natural elements of this region affect architectural design and engineering. Our region's relatively high humidity, extreme summer heat, and periodic hurricane conditions have a strong impact on building

systems and their performance. Our team understands how to design building systems that guard against the corrosive effects of a coastal environment. We know how to engineer systems that work in our local conditions to achieve peak performance.

The Southeast Houston region can be directly impacted by the extreme effects of flooding conditions and wind driven rain as a result of hurricanes and tropical storms along the upper Gulf Coast. Our architects and engineers are an integrated team, working together to address these conditions when preparing our design documents. We utilize the latest technology to minimize nature's effects on facilities and systems for our clients.

An example of items unique to the design of this fire station facility project include:

- › The new fire station facility would be designed under current building code (IBC 2018) as Risk Category IV with a corresponding wind speed of 159 mph.
- › IBC 2018 references ASCE 7-16 which also establishes that the site is in a wind-borne debris region. Windows, doors, louvers, vents, etc. would be specified to be impact resistant. Impact force is the principal failure mode for windows and glazed portions of doors, which can result in significant damage to structural and non-structural building elements. Using such things as laminated glass provides a simple method to harden the facility.
- › The City of Friendswood can choose to provide further resistance to weather events by requiring the building be designed for tornado wind speed of 200 mph or by requiring a portion of the facility be designed as FEMA designated shelter or safe room. Meeting FEMA guidelines requires special design not only structurally, but also from an architectural and MEP standpoint.
- › We will review the latest city and county flood control requirements to ensure that the finished floor elevation of this critical facility is set at an appropriate elevation to avoid floodwaters in extreme weather events, and that we meet the current stormwater detention requirements.



Training Capabilities

The City of Friendswood has outgrown their existing Fire Station Number 2 and training facilities. This project will boost the fire department's training capabilities and ensure volunteers, the department's most valuable asset, are trained and equipped to respond to emergencies.

PGAL is committed to enhancing the safety, security, and well-being of municipal communities by providing the highest quality of service and design. This commitment includes not only the residents of Friendswood, but also the first responders who utilize the facilities for emergency operations. The PGAL team can lean on our years of experience and lessons learned from previous fire facility projects to work with the Friendswood Volunteer Fire Department to design the reconstructed Fire Station Number 2 to fit your specific needs.

OUR PROJECT APPROACH

Our approach is simple.

We listen ...

What sets PGAL apart from other architectural firms is our sincere passion to seek **the deepest understanding of our client's desires, program, site, challenges, and community. From there, we create a solution exclusively and uniquely crafted to fit you.** Likewise for the City of Friendswood, we will create a cost-effective, culturally relevant, and innovative Fire Station 2 and Training Field that solves your functional needs and expresses the unique local style of the community.

For all projects, we strive to create environments that:

- › Reflect the values and character of the community.
- › Uplift the human spirit and refresh one's sense of purpose.
- › Transcend the sum of the parts.
- › Contribute to a sustainable future.
- › Meet the budget, exceed expectations, and endure for decades.

Ours is a deliberate, retraceable, and personal process that starts with blank paper and open minds. **We embrace passionate, inclusive collaboration with our clients, users, and stakeholders,** seeking to understand as much as possible about your program and community so your facility will be responsive to the forces that are shaping it.

We begin by establishing clarity about the desired outcomes and work backwards to achieve them. During the process, we will use drawings, 3D renderings, computer models, virtual reality immersion, actual samples and examples, and extended discussions to convey our design so that you can understand and evaluate it in real time.

For typical design decisions, we will develop and present multiple options, along with their respective advantages and disadvantages, for your consideration in order to make informed decisions.

As we seek to comprehend the unique opportunities of the program, our process will be marked by the following:

1. A core belief that design breakthroughs are more likely to come from asking new questions than by debating or advocating a certain position.
2. Constant probing to reveal the hidden opportunities inherent in every project.
3. Ongoing dialogue that values multiple voices and diverse perspectives.
4. Questioning assumptions such as “that’s the way things have always been done.”
5. Trial, error, and experimentation.
6. Responding creatively.
7. Exploring multiple options for milestone decisions.
8. Building consensus.
9. Keeping you involved and informed.
10. Never settling for mediocrity.

OUR PROPOSED PROJECT WORK PLAN

1. Discovery Phase

Visioning: We will meet with the City’s project team to review project parameters, gather available materials, set initial stakeholder engagement strategies, and establish project schedule and deliverables.

Listening Tour: We strongly recommend that during the Discovery Phase, together with key stakeholders, we visit a minimum of three or four new fire station and fire training facilities in Texas or elsewhere that offer compelling opportunities to glean design strategies for the Fire Station 2 Reconstruction and Training Field Upgrades project. Not only will this allow City staff and other participants to form a shared vision for the new facility, it will allow everyone to develop a common understanding about current state-of-the-art projects and observe what works and what doesn’t.

Public Engagement and Needs Assessment: As mentioned, we value multiple voices and diverse perspectives. It is our experience that communicating well with the public enriches and enhances our designs and builds consensus and “buy-in” for the project’s goals. PGAL Principal Paul Bonnette is skilled at public engagement and can customize our process to match your desire for the level of involvement of the community. If desired, public meetings may be held to present current findings and recommendations as well as to seek additional input as the project progresses.

2. Programming

PGAL will work with the City to develop a written program of requirements listing the proposed activities and spaces, quantity and size, outdoor amenities, and other desired features. This will be submitted initially as a rough draft to the City’s project team for review and necessary revisions. Thereafter, working with the City, we will develop Room Data Sheets for every proposed space in the expanded facility. The written program will include:

- Site and building goals, challenges, and opportunities.
- Descriptions of programs and services.
- Quantified list of spaces and their respective size.
- Technology and AV.
- Security and envelope hardening.
- Amenities, ambiance, and atmosphere.
- HVAC, electrical, and other building systems.
- Furniture and equipment required.
- Custodial and maintenance issues.
- Sustainable design goals and preferences, including a preliminary LEED project checklist if desired.
- Other operational requirements.

Initial Construction Cost Estimate: At the conclusion of programming, we will present budget scenarios with total square footage options times unit costs (\$/SF), based on research and experience with similar facilities. These scenarios will include budgets for sitework and “soft” costs and will give the City some flexibility in establishing or confirming an acceptable budget before design begins. The program will serve as the basis for all subsequent design work.





3. Site Analysis and Planning

PGAL will gather and review background materials, site plans, master plans, studies, surveys, utilities, and other pertinent information regarding the proposed project site. Our team, including the civil engineers and landscape architect, will visit and analyze the site to evaluate conditions, opportunities, and constraints. We will prepare graphic and/or written exhibits illustrating our findings including such things as existing trees and vegetation, prevailing winds, solar impact, desirable views, undesirable views, pedestrian movement, vehicular points of access, environmental opportunities and challenges, linkages, utilities, etc.

4. Conceptual Development

We believe it is our job to not only engage our client and stakeholders in the design process but also to inspire them to consider new possibilities and opportunities that results from a collaborative approach. We propose to hold a design charrette (a participatory, actual design session) with the City's project team and other stakeholders. We will provide a "kit of parts" (program space cutouts to scale) and a building plan to engage them in the actual design of the fire station and training field. This will give us a great foundation to work with as we refine the results into a more specific floor plan and 3D design.

After refining the work accomplished during the charrette into multiple conceptual site/floor plan options, we will again meet with the City's project team to present those alternatives. In a workshop setting, we will compare the benefits and liabilities of each option so that you will be able to make informed decisions about the concepts

that will serve you best. If necessary, we will develop subsequent options for your review and approval. Thereafter, we will further refine and finalize the selected scheme.

5. Budget and Schedule

Working with our construction cost estimator, we will develop a preliminary project cost estimate to include the site and building construction costs, furniture, equipment, architectural and engineering fees, and other potential soft costs. Based on the chosen delivery method, we will create a project schedule outlining phases and tasks ahead.

6. Public Presentations and Approval

We will develop presentation drawings and documents in the appropriate formats (book, slideshow, etc.) to present to the City Council as needed for approval.

7. Selecting the CMAR

PGAL will assist the City in obtaining a CMAR, helping prepare the CMAR RFP, and participating in the selection process as needed. We have completed dozens of municipal CMAR projects in Texas and are well equipped to advise the City on steps to fully evaluate the use of this delivery method. We have relationships with many of the CMARs and general contractors in the area. We can make sure that qualified companies are aware of the project and are prepared to submit when the RFP is issued.

8. Expanded Schematic Design

In this phase, we will develop the selected concept in greater detail including the utilization of 3D development with design and material selections. At PGAL, we take this phase significantly further than the norm in order to obtain

better cost estimation earlier in the process and to lay a better foundation of information to promote on-time delivery of the subsequent phases and documents. Our deliverables will include:

- Site plan in color.
- Floor plans in color, with furniture and equipment layouts.
- 3D SketchUp models showing exterior mass and materials.
- Computer 3D renderings of exterior views.
- Basis of design narrative for MEP.
- Project cost estimate.

9. Developing the GMP

With the selected CMAR, PGAL will assist in developing the guaranteed maximum price (GMP) based on the schematic design, design development, or construction documents with approval from the City. We will ensure that all cost components have valid estimates based on knowledge of current market conditions throughout the area. We can also work with them to get construction started quickly with early sitework, site utility, foundation, and shell and core packages, also identifying long lead items that may need to be purchased separately and earlier than other items.

10. Design Development

During this phase, we will develop the design using Autodesk Revit as our Building Information Modeling (BIM) software. We will meet with the project team, construction manager, and others to develop the projects in more detail.

Furniture and equipment layouts will be designed, material selections will be made, and the floor plan will be refined. Concurrently, we will work with our consultants on the preliminary engineering for, and integration of, the structure, air conditioning, plumbing, and electrical systems. Most of the decisions requiring Owner input and approval will be made, and an updated cost estimate will be provided.

11. Construction Documents

With most of the Owner-related decisions made and the design of the project developed in considerable detail, we will prepare the drawings and specifications that will be used for bidding and construction. We perform periodic and thorough reviews of our own work and that of our consultants so that the project remains on schedule and the documents are coordinated and clear. Interim submittals will be made at 30 percent, 60 percent, and 90 percent CD completion, or as acceptable to the client, and an updated statement of probable cost will be provided.

12. Bidding and Permitting

We will work with the CMAR to issue the construction documents for bidding and assist the City in review of the proposals received.

13. Construction Administration

Our attention to detail continues in the construction administration phase wherein we provide ongoing attendance at progress meetings, review submittals, process applications for payment, review LEED documentation, oversee building commissioning, and all other duties described in the general conditions of the contract. We also make periodic visits during construction to observe the progress, craftsmanship, and quality of materials. At the end of construction, we diligently pursue the status and completion of all outstanding items, submission of closeout documents, systems training, and timely completion of the punch list. We will always protect the best interests of the City of Friendswood. Our goal is to make sure you receive the design we all envisioned and the quality required.

SCHEDULE & BUDGET MANAGEMENT

Maintaining Schedules

PGAL has a superb track record of meeting deadlines and is proactive and organized in our management of the systems and processes for ensuring timely performance. Utilizing leadership skills honed from years of experience with large, complex projects, we manage the process to guide our client through reviews and decision-making, reliably predicting our workloads and avoiding bottlenecks.

Good schedule control systems provide a discipline to think through the process and knit the project team together. These systems and schedule allow individual project team members to see their responsibilities and the “details of the moment” in the context of the entire program. As Project Manager, one of RyanMcLemore’s key functions will be to keep schedule milestones, critical path elements, and review dates on target, beginning with the confirmation of the City’s critical dates during initial work sessions.

The published dates for the start of construction and project completion will require a commitment from all team members including the architect, engineer, specialty subconsultants, CMAR, and the City to provide timely submittals and approvals to stay on schedule.

A schematic design package from PGAL is as complete as many of our competitors’ design development packages, and likewise our design development package has many elements and details included in most firms’ construction documents. This pushing forward of decision-making provides the project with a two-fold benefit:

- › By defining more complete systems and finishes earlier, the cost estimator has better information on which to base early estimates, thereby eliminating surprises later in the process.

- › By pushing forward decision making in the early design phases, we reduce the time allotted for later phases of construction documents.

PGAL has proven this method of operation necessitates little, if any, need for schedule recovery. If the project does fall behind due to some unforeseen development, PGAL has the resources to assign a recovery team to any area of the project, assuring the City completion of this project, as scheduled.

Achieving Value

We believe value engineering should not be considered a phase that comes between bidding and construction, but a methodology that is intrinsic to the design process. When it becomes a phase only, rarely is any “value” achieved for the City.

Throughout the design process, we will use an ongoing value-engineering process working directly with our consultants and the contractor to reduce unnecessary costs and increase efficiency. Together, we will evaluate and compare alternate materials, building systems, and construction details. Significant issues and analyses that affect quality or cost will be discussed with you so that informed decisions can be made prior to proceeding.

COST ESTIMATING

The key to achieving value for our clients is our aggressive approach in obtaining reliable cost information as soon as possible so that cost adjustments can be made in a timely manner and with minimum impact. Our aggressive and proactive approach to design and budget helps us stay in front of escalating construction costs. Cost estimating begins at the earliest stages of a project and evolves quickly into detailed budgets for every system in the project. The design for each system is then aimed at a specific budget, even in schematic design.

Throughout the design development and construction document phases, we will work early and diligently with either our cost estimator or the construction manager to prepare a detailed takeoff estimate and update that through each phase.

PROACTIVE QA/QC METHODOLOGY

Architecture is not an assembly-line, repetitive creation of a product. The end result is a one-time, custom creation tailored to serve the unique needs and desires of a unique client, site, local context, and other inherent distinctions.

The PGAL approach stresses quality management throughout the project by all team members. We are very proactive in our efforts to produce accurate, detailed plans and specifications. Over time, PGAL has developed an aggressive, proactive, and ongoing quality assurance methodology:

1. A written quality assurance plan is developed and reviewed by PGAL's quality assurance officer. The plan defines roles, standard procedures for reporting and communications, deliverables, a common work breakdown structure, project work plan/schedule, and labor-hour budgets for each task, by discipline.
2. We employ quality-oriented staff and use a “real time” QA approach based on personal accountability and continual testing of decisions and documentation.
3. Project leaders must track QA checklist templates for each phase of work.
4. We also utilize in-house conferences and senior level project management reviews prior to all key delivery milestones to challenge and confirm the validity of key issues and document quality.
5. With the use of Autodesk Revit as our BIM platform, we add additional layers of quality assurance:
 - Improved design communication and visualization.
 - Streamlining of multidiscipline coordination issues.
 - 3rd party validation of 2D construction documents.
 - Constructibility reviews.
 - Discrepancy and collision reports.





REFERENCES

SOUTH MONTGOMERY COUNTY ESD NO. 8
FIRE STATION 11-3 + TRAINING FIELD
SPRING, TEXAS



Robert Hudson
Fire Chief
Montgomery County ESD No. 8
27900 Robinson Road
Conroe, Texas 77385
281.363.3473
robert.hudson@mcesd8.org

CITY OF CONROE
FIRE STATION NO. 7 + TRAINING FACILITY
CONROE, TEXAS



Ken Kregar
Fire Chief/Emergency Management Coordinator
City of Conroe
300 West Davis Street, 3rd Floor
Conroe, Texas 77305
936.522.3090
kkregar@cityofconroe.org

CITY OF WEBSTER
FIRE STATION + TRAINING TOWER
CONROE, TEXAS



John Warnement
Interim Director of Public Works
City of Webster
855 Magnolia Avenue
Webster, Texas 77598
281.316.3707
jwarnement@cityofwebster.com

CITY OF PORT NECHES
FIRE STATION, EOC + TRAINING TOWER
PORT NECHES, TEXAS



Taylor Shelton
Director of Public Works
City of Port Neches
1005 Merriman Street
Port Neches, Texas 77651
409.719.4258
tshelton@ci.port-neches.tx.us



ARCHITECTURE
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HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

3131 BRIARPARK, SUITE 200
HOUSTON, TEXAS 77042
713 622 1444

PGAL.COM



September 3, 2020

Ms. Hailee Medwedeff, CFM
Project Manager – Engineering Division
City of Friendswood
15355 Blackhawk Blvd.
Friendswood, TX 77546
Voice: 281-993-3402
Email: hmedwedeff@friendswood.com

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

RE: Scope of Services and Fee Proposal
City of Friendswood Fire Station No. 2 Reconstruction and Training Field Upgrade Project

Dear Ms. Medwedeff:

PGAL, Inc. is pleased to present this scope of work and fee proposal for the programming phase of the City of Friendswood Fire Station No. 2 Reconstruction and Training Field Upgrade Project. In November 2019, voters approved a bond proposition which included approximately \$4.1M to replace an aging Fire Station Number 2 and upgrade its training facilities. These facilities are located at 2605 West Parkwood Drive in Friendswood and are utilized by the Friendswood Volunteer Fire Department. The new facilities will be constructed on the same parcel. The scope of work for this initial phase will include review of existing building and site conditions, determination of departmental space requirements, comparison volunteer fire facilities within the City of Friendswood, and of other similarly sized cities, and recommendations for how to best achieve the goals of the department. These services will be provided by our PGAL team and our consultants as follows:

Architecture, & Project Management	PGAL
Civil Engineering	PGAL
Landscape Architecture	M2L
Structural Engineering	Henderson Rogers
MEP Engineering	Infrastructure Associates
Telecommunications, Security And AV Consultant	Infrastructure Associates
Cost Estimating	Halford Busby
Surveying	C. L. Davis

The scope of work anticipated includes the following:

KICK-OFF/VISIONING SESSION WITH STAKEHOLDERS

- Key team members will be introduced and individual roles and responsibilities outlined. It will be an orientation session to introduce the consultant team to the

stakeholders that will be involved in this project and for your team to be introduced to us.

- Lines of communication will be established and contact information collected for a project directory of names and phone numbers to be distributed. This will assure open and effective communications.
- Friendswood Volunteer Fire Department, Fire Marshal and Engineering Department staff will explain in more detail their overall goals and objectives for the project.
- The team establishes milestone dates for all review meetings and deliverables throughout the phase. This allows everyone to better prepare for each meeting and reduce conflicts.
- Budget and schedule goals from City will be established.

NEEDS ASSESSMENT AND DATA GATHERING

- Tour and collect data on existing facilities
- Interview staff and distribute questionnaires, to identify needs, goals, processes and priorities for each of the functional areas of the project
- Review current functional components, adjacency requirements, security needs, circulation, flow of operations, and individual area requirements
- Review growth, flexibility, and increased efficiency expectations.

ANALYZE DATA, SPACE STANDARDS AND PROGRAM REQUIREMENTS

- Collect and analyze interview and questionnaire results
- Collect existing and/or establish new space standards
- Benchmark against other municipalities
- Separate people and staff areas from other areas (technology, maintenance, etc.) and define current and future space requirements
- Evaluate staff efficiencies
- Develop program requirements
- Develop room data sheets for each space in the program to define the use and equipment to be used in each space

EVALUATE SITE

- Develop an understanding of the site/review site surveys and compile existing physical statistics.
- Evaluate the site for vehicle and pedestrian access, storm water capacity, response time, traffic flow and impact, as well as secured and unsecured parking requirements to position the facility optimally on the site and offer the Fire Department multiple options based on anticipated impact of the new facility.

DEVELOP BLOCKING SCENARIOS

- During this process, the PGAL team will develop concept bubble diagrams to study appropriate adjacencies and of the spaces.
- Department's locations will be studied and proposed in terms of public access, emergency access, security and internal hierarchies.
- Evaluate single-story verses multiple story solutions.

- Test program using space planning exercises with the users.

CONCEPT DESIGN

- Develop concept design options for the project including site plan, floor plans, building elevations, and renderings depicting the proposed concept.

DEVELOP PROJECT SCHEDULE AND BUDGETS

- Resources and funding sources will be reviewed and budget guidelines established.
- Project schedule requirements and limitations will be identified.
- Develop a comprehensive project budget for the entire project including the cost of each site plan and building configuration option to assist City Council in the decision-making process.

COUNCIL PRESENTATION

- Prepare and present final program document with project narrative overview explaining the project scope and goals.
- Include descriptions of department and functional spaces.
- An overall numerical summary of the project identifying all individual requirements at a department or staff position level.
- Adjacency diagrams with graphic depictions of the special relationships of all program elements.
- Concept design of the project including site plan, floor plans, elevations, and rendering.
- Project budget showing entire project cost.
- Schedule for the project.

Anticipated deliverables during this initial phase of work includes the following:

- Facility program for planned 5, 10 and 20-year planning horizons.
- Existing site and building analysis.
- Site planning of building, parking, stormwater detention, outdoor areas and landscaping
- Facility planning of programmed department needs for administration, meeting room, day room, kitchen, dormitory, exercise equipment, gear, equipment and apparatus
- Facility planning to include a new prefabricated training tower, roof training apparatus, storage shed and renovations to the existing burn building.
- Narratives for Civil Engineering describing existing site conditions, connections to utilities, and stormwater detention requirements.
- Narratives for all disciplines describing components and systems
- Conceptual project budgets for building and site options.
- Schedule for final design and construction phases.
- Final report and/or workshop to be presented to City Council.

Ms. Hailee Medwedeff
City of Friendswood Fire Station 2 Reconstruction and Training Field Upgrade
Programming and Preliminary Design
September 3, 2020
Page 4

COMPENSATION

The total proposed A/E fees are as follows:

City of Friendswood Fire Station 2 Replacement and Training Field Programming and Preliminary Design Phase

Consultant	Fee
PGAL - Architecture	\$ 20,000
PGAL - Civil Engineering	\$ 3,500
M2L - Landscape Architecture	\$ 4,000
Henderson Rogers - Structural Engineering	\$ 4,000
Infrastructure Associates - MEP Engineering, IT, Sec. & AV	\$ 5,000
Halford Busby - Cost Estimating	\$ 7,695
C. L. Davis - Surveying	\$ 10,800
TOTAL	\$ 54,995

We are prepared to complete the scope of work within a 60-day time period. The schedule will commence upon acceptance of this proposal or execution of a contract.

Reimbursable expenses, including printing, deliveries and mileage, will be billed at cost for an estimated not-to-exceed **\$500**.

Additional Services: If services other than those described as Basic Services are requested by the Owner, they will be billed in addition to the above compensation in accordance with the attached rate schedule. The following constitutes Additional Services should they be requested by the Owner: Geotechnical investigations, environmental testing, and consultants other than those listed, if required.

Upon commencement of the project, PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

We hope this proposal meets with your expectations for the scope of services and proposed deliverables. Thank you again for the opportunity to serve the City of Friendswood. Please contact me at 713-968-9358 should you have any questions or comments regarding this proposal.

Sincerely,



Paul D. Bonnette, AIA
Principal

CC: Accounting, File - PGAL

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: September 14, 2020

Date submitted: 8/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding amending the Appointment Policy for Boards, Committees, and Commissions.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff is proposing the following changes listed below be incorporated into the City's Appointment Policy:

Add language in the policy on page 5 regarding the addition of a disclosure and authorization form as Exhibit F for a required background check on appointments and reappointments.

Community and Economic Development Committee be removed from page 5 of the policy.

Minor changes in page 6 of the policy.

Updated Exhibit A to the 2020-2021 City Council Liaison List. CEDC was removed from that list.

Updated Exhibit B to remove Community and Economic Development Committee from page 5.

Updated other exhibits to reflect 2020.

Updated Exhibit E to remove Community & Economic Development as one of the interests in AREAS OF INTEREST on page 2.

Added Exhibit F which is the addition of a disclosure and authorization form for a required background check on appointments and reappointments. It also includes a summary of Your Rights Under the Fair Credit Reporting Act that is needed with the form.

Updated Exhibit G to add the new City website link for the Volunteer Guidebook. Some of the language in the letter was tweaked as well.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To keep the Appointment Policy current to meet the City's changing needs.

RECOMMENDATIONS

That Council consider the proposed amendments to the Appointment Policy.

ATTACHMENTS

1. Appointment Policy Update-20200914 DRAFT redline-blueline

APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

CITY OF FRIENDSWOOD ADMINISTRATIVE POLICIES AND PROCEDURES

ADOPTED AUGUST 5, 1996

AMENDED JUNE 19, 2000

AMENDED JUNE 26, 2006

AMENDED FEBRUARY 5, 2007

SUSPENDED JULY 12, 2010

RE-ADOPTED & AMENDED JANUARY 5, 2015

AMENDED JULY 10, 2017

AMENDED JULY 02, 2018

AMENDED AUGUST 06, 2018

AMENDED NOVEMBER 04, 2019

CITY OF FRIENDSWOOD

ADMINISTRATIVE POLICIES AND PROCEDURES

Appointments to City Boards, Commissions, and Committees

I. PURPOSE

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, this policy 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.

The Mayor of the City of Friendswood has the authority under the City Charter to appoint special committees as he/she deems advisable and as instructed by Council (City Charter Section 3.05). Special committees established for these specific purposes are usually of limited duration. The Council may apply these policies and procedures to special committees as deemed necessary.

II. POLICY

This policy sets forth the comprehensive process for appointments to the City's boards, commissions, and committees, including advertising for candidates, application forms, and processing information to the City Council; appointment timetable; attendance records; letters of appointment; oaths of office; and letters of appreciation.

III. COUNCIL LIAISONS

A Councilmember will be appointed annually by Mayor and Council as liaison to various boards, commissions, and committees. Liaison appointments will generally be made no later than the second regular meeting of the Council following the May General election. The Council Liaison shall serve as a conduit of information between the City Council and the board, commission, or committee and shall provide information.

An information sheet listing all standing boards, commissions, and committees and Council Liaisons (at the time this policy is approved) is included as Exhibit A. A synopsis of most of the standing boards, commissions, and committees is included as Exhibit B.

IV. PROCEDURES

Sec. 4.01. Uniform Appointment Date

All ordinances, resolutions, and laws governing appointments to boards, commissions, and committees of the City of Friendswood shall be written in such a manner that the appointments shall be effective on two uniform dates each year in July and November.

Sec. 4.02. Applicable Laws and Ordinances

All boards, commissions, and committees shall act in accordance with the authority granted to them through applicable state law, charter provision, and/or directives and policies of the City Council.

Because of their special responsibilities, some members of boards, commissions, and committees are considered officers. Officers hold special decision-making duties. As a result, certain sections of these policies will require different levels of commitment and responsibility. Boards, commissions, and committees whose members are considered officers are the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, and Charter Review Commission.

Sec. 4.03. Terms of Office

Each term of service on a board, commission or committee will be for a three-year period unless otherwise directed by Council or otherwise provided by law, except for the Charter Review Commission, which is a six-month term and Zoning Board of Adjustment and Appeals which requires a 2-year term by statute (LGC 54.033 and 211.008). **No member/officer shall be elected to serve as Chair or Vice Chair for more than four terms unless otherwise directed by Council.** Beginning with the most recent amendment and re-adoption of this policy on July 10, 2017, all existing board, commission or committee member's terms start at year zero.

Sec. 4.04. Oaths of Office

Oaths of Office appropriate to the position held and in accordance with the provisions of Section 6.05 of the City Charter (Every officer of the City, whether elected or appointed, before entering upon the duties of office, shall take and subscribe to the appropriate oath or affirmation to be filed and kept in the office of the City Secretary) will be administered to all newly appointed or reappointed members to the Planning & Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, and Charter Review Commission at the first regular meeting of the board, commission, or committee or as soon as possible after appointment. Oaths of office for appointed officers are included as Exhibit C.

Arrangements to receive oaths of office at another time may also be made at the discretion of the City Secretary or whomever is authorized by law to give the oath such as a notary public.

Sec. 4.05. Rules and Regulations

All boards, commissions, and committees shall follow procedures of conduct set out in Robert's Rules of Order. All board, commission, and committee meetings shall have an agenda and record the action by keeping minutes. Advisory boards, commissions, and committees **shall not be required** to comply with the Texas Open Meetings Act. However, the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and Charter Review Commission shall comply with the Texas Open Meetings Act.

Some boards, commissions, and committees may find it desirable or be directed to adopt rules of procedure. All such rules of procedure shall be approved by the City Council. Any amendments shall also be approved by City Council.

Sec. 4.06. Appointment of Officers/Members

Officers or members of each of the City's boards, commissions, and committees will be appointed in accordance with any applicable ordinances, state laws, or City Charter. Chair and Vice Chair may be rotated following the appointment and reappointment time frame but may not serve more than four terms, unless otherwise approved by Council. Officers of the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and the Charter Review Commission are required to be a resident of Friendswood. Members of advisory boards, or committees are not required to be a resident of the city; however, a quorum of members from those advisory boards or committees must never be from outside of the city. All newly appointed officers/members shall be reported to the City Secretary for inclusion in the Boards, Commissions, and Committees' rosters.

Sec. 4.07. Providing and Maintaining Records

The City Secretary's office shall keep an up-to-date official record of pertinent information on each board, commission, and committee in an official notebook. City Staff Liaisons to the boards, commissions, and committees will be responsible for providing to the City Secretary's office up-to-date information of names, addresses, and telephone numbers for their boards, commissions, and committee members. Each Staff Liaison will maintain a historical list of boards, commission and committee members which their department supports.

Sec. 4.08. Attendance Policy and Records

Attendance records shall be maintained by all City Staff Liaisons providing support to the various City boards, commissions, and committees. The records will be available by request to the boards, commissions, and committees members at each regular meeting.

The attendance record will be provided to the City Secretary's office when the appointment/reappointment process takes place for that committee.

It shall be the responsibility of each member to attend meetings regularly. Three consecutive unexcused absences or the absence of an advisory board or committee member from more than 50 percent of the meetings in a six-month period shall be cause for Council to review the attendance record and make a recommendation on the continued service of that member. Three consecutive unexcused absences or the absence of a member considered to be an officer from more than 20 percent of the meetings in a six-month period shall be cause for Council to review the attendance record and make a recommendation on the continued service of that officer. Examples of excused absences include illness, business reasons, death of family members, etc.

Attendance at all regular meetings, special meetings, and work sessions by each board, commission, and committee member will be recorded on an attendance record form (Exhibit D), and absences shall be noted as excused or unexcused by the Chair.

Sec. 4.09. Information Packets

Each applicant shall receive a packet of information about the committee, its purpose, members, meeting schedule and location, and any other information, such as rules of procedure, as requested.

V. Appointments

Sec. 5.01. Applications

All citizens interested in being appointed or reappointed to a board, commission or committee must have an up-to-date application on file or submit a completed application (Exhibit E) to the City Secretary. New applications will be forwarded to the Staff Liaison of the appropriate board, commission or committee. At the established time, applications will be distributed by the City Secretary's office to the Mayor and City Council.

The City Secretary shall provide an application and a background check disclosure and authorization form (Exhibit F) to citizens upon request, as well as information sheets on the various boards, commissions, and committees. A background check is required upon initial appointment and for reappointment.

The City Secretary shall advertise at least once a year, or as needed, in the news media and as otherwise directed by City Council, an invitation to citizens to submit an application indicating their interest and qualifications to serve on a board, commission, or committee. The members of boards, commissions, and committees to be appointed in July are the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Library Board of Trustees, ~~Community and Economic Development Committee~~, and Charter Review Commission (to be appointed in July every 5 years or as called by Council). Members of boards,

commissions, and committees to be appointed in November are Fourth of July Steering Committee, Keep Friendswood Beautiful, Senior Citizen Advisory Committee, and Investment Committee.

All applications submitted to the City Secretary will be date stamped **RECEIVED**, e-mailed to the Staff Liaison to the committee(s) and will be retained by the City Secretary for a period of three (3) years, according to the applicable rules in the adopted records retention schedule. The applications will be used in making appointments to boards, commissions, and committees for expiring terms of office and as vacancies occur.

The City Secretary will send a letter to each board, commission, and committee member who has an expiring term of office to determine if the member wishes to be considered for reappointment and/or to update the application on file.

Sec. 5.02. Appointment Process

By the end of May and September of each year, the City Secretary will notify the Staff Liaison what members/officers would like to be reappointed and who would not. The Staff Liaison will contact the Council Liaison to discuss the candidates for appointment/reappointment. Council liaisons, chairpersons, vice chairpersons, staff, or other members/officers may interview new candidates to be considered prior to the appointments. The Council Liaison to the board, commission or committee will contact the Mayor on the proposed appointments/reappointments and obtain his concurrence. The Council Liaison will notify the City Secretary who will then prepare an Agenda Item form for the July or November Council meeting to have the appointments/reappointments approved by Mayor and Council.

Appointments shall be made to boards, commissions, and committees at the regular monthly Council meeting in July and November or as soon thereafter as possible. Appointments will be effective July and November, respectively.

A congratulatory letter (Exhibit No. **GF**) will be prepared by the City Secretary's office for all newly appointed or reappointed members to the City's boards, commissions, and committees.

All members/officers of the boards, commission and committees **must** complete Open Meetings Act (OMA) Training administered by the Texas Attorney General within 90 days as required by law and **must** provide their certificate of completion to the City Secretary's office.

Sec. 5.03. Selection Criteria

Selection of members to boards, commissions, and committees shall be made considering the stated interest and desire of the applicant to serve. Other criteria will be the applicant's availability, qualifications, personal background, and any special skills he/she may have.

Members selected should not only be qualified, but also show a desire and commitment to serve in the capacity they are appointed.

Appreciation letters will be sent by the City Secretary to all individuals who were not appointed. They will be advised that their application will be retained for three years.

Sec. 5.04. Filling Vacancies

Vacancies on boards, commissions, and committees caused by resignations will be filled throughout the year as they occur in order to complete unexpired terms of office. When a vacancy occurs, the Staff Liaison of the board, commission, or committee shall notify the City Secretary.

Appointments to fill vacancies will be made at a Council meeting by a majority of City Council from the list of applicants provided on the Agenda Item form completed by the City Secretary.

Should there be no current applicants for the vacancy, the City Secretary shall follow the procedures previously described to seek new applicants.

EXHIBIT A

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)	4 th 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

EXHIBIT B

PLANNING AND ZONING COMMISSION

Number of members:	7 regular	Term of Office: 3 years Overlapping terms
Established by:	City Code, Section 2-69; LGC Sections 211 & 212	
Appointed By:	City Council	
Regular Meetings:	2 nd and 4 th Thursday of the month	
Time:	7:00 PM	
Location:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair & Vice Chair selected every 3 years by Commission members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Director of Community Development, Deputy Director of Community Development, City Planner, Development Coordinator	
Council Liaison:	Yes; appointed by City Council	

Duties of the Commission: The Commission shall submit recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map; any request for a specific use permit or planned unit development; any change or amendment to the subdivision ordinance; and any related request by Council. In public meeting, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.

ZONING BOARD OF ADJUSTMENT & APPEALS

Number of Members:	5 regular 4 alternates	Term of Office:	2 years Overlapping terms
Established by:	City Code, Appendix C-Sections 10 - 13. LGC, Sections 211.008 - 211.011.		
Appointed by:	City Council		
Regular Meetings:	4 th Tuesday of the month, as needed, unless a holiday falls during the week of meeting date, is then moved to 3 rd Tuesday of the month.		
Time:	7:00 PM		
Location:	Friendswood City Hall 910 S. Friendswood Dr.		
Compensation:	None		
Officers:	Chair & Vice Chair elected every 2 years by members. Officers will be appointed for two-year terms as required by statute (LGC 54.033 and 211.008). Chair and Vice Chair may not serve more than four terms, unless otherwise approved by Council.		
Staff Support:	Building Official, City Planner, Development Coordinator.		
Council Liaison:	None		

Duties of the Board: This board hears and rules on requests for appeals, special exceptions and variances to the Zoning Ordinance and authorizes variances from the zoning ordinance when not contrary to the public interest. This board also serves as the appeals board for Fire and Life Safety Codes, Flood Damage Prevention Code (City Code, Section 34-41), and Building and Standards Commission (BASC) (City Code, Section 14-319).

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Number of Members:	7 regular 2 alternates (if desired)	Term of Office: 3 years
Established by:	City Code, Chapter 14; Articles II Standard Building Code, Section 105.1	
Appointed by:	City Council	
Regular Meetings:	As needed	
Time:	7:00 PM	
Location:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair & Vice Chair are selected every two years by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Building Official	
Council Liaison:	No	

Duties of the Board: The Construction Board of Adjustments and Appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

FRIENDSWOOD PUBLIC LIBRARY ADVISORY BOARD

Number of Members:	7 regular 3 alternate	Term of Office:	3 years Overlapping terms
Established by:	Ordinance 173 effective November 22, 1972		
Appointed by:	City Council		
Regular Meetings:	3rd Tuesday of the month, as needed		
Time:	7:00 PM		
Location:	Friendswood Public Library 416 S. Friendswood Dr.		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Library Director Assistant Library Director Assistant to the Library Director		
Council Liaison:	Yes; appointed by Council		

Duties of the Board: The purpose of the Advisory Board of the Friendswood Public Library is to establish general library policy, represent the public and its interest in the operation of the library, secure from the people of Friendswood support for the Library, and to interpret the needs of the people to the City Council.

~~COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE~~

Number of Members: ~~7 regular~~ **Term of Office:** ~~3 years~~
~~Overlapping terms~~

Ex Officios: ~~Chamber of Commerce representative~~
~~Planning & Zoning Commission representative~~
~~Clear Creek Independent School District representative,~~
~~Friendswood Independent School District representative~~

Established by: ~~Council action February 15, 1993~~

Appointed by: ~~City Council~~

Regular Meetings: ~~1st Wednesday of the month~~

Time: ~~3:30 PM~~

Location: ~~Friendswood City Hall~~
~~910 S. Friendswood Drive~~

Compensation: ~~None~~

Officers: ~~Chair and Vice Chair are selected by members.~~
~~Officers will be appointed for a three-year term following the~~
~~appointment and reappointment time frame. Chair and Vice Chair~~
~~may not serve more than four three-year terms, unless otherwise~~
~~approved by Council.~~

Staff Support: ~~Economic Development Coordinator~~

Council Liaison: ~~Yes; appointed by City Council~~

Duties of the Committee: ~~To encourage commercial and industrial developments which are~~
~~compatible with the image of Friendswood; provide recommendations to the City Council~~
~~regarding codes, ordinances, policies, and procedures that assist economic development; and~~
~~conduct surveys of citizens and businesses to gain understanding of economic development which~~
~~is compatible with the city's interest, needs, and image.~~

CHARTER REVIEW COMMISSION

Number of Members:	7 regular	Term of Office: 6 months
Established by:	City Charter	
Appointed by:	City Council	
Regular Meetings:	As called	
Time:	As called	
Locations:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair and Vice Chair are selected by members.	
Staff Support:	City Manager City Secretary City Attorney	
Council Liaison:	No	

Duties of the Commission: The Charter Review Commission is appointed by the Council approximately every five years. The commission inquires into the operation of the city government under the Charter provisions, determines whether any such provisions require revision and performs such other duties as set forth in Section 11.09 of the Friendswood City Charter.

FOURTH OF JULY STEERING COMMITTEE

Number of Members:	20 Regular	Term of Office: 3 years Overlapping terms
Established by:	Council Action	
Appointed by:	City Council	
Regular Meetings:	3 rd Wednesday of the month	
Time:	6:00 PM	
Location:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair & Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Director of Parks and Recreation	
Council Liaison:	Yes, appointed by City Council	

Duties of the Board: The Fourth of July Steering Committee is to assist staff in organizing, planning, coordinating, and overseeing the annual City of Friendswood Fourth of July activities and any other related functions requested by the City Council.

KEEP FRIENDSWOOD BEAUTIFUL

Numbers of Members:	20 regular 2 alternate	Term of Office: 3 years Overlapping terms
Established by:	City Council January 15, 1973, as Civic Beautification Committee City Council, January 25, 2010, from Community Appearance Board to Keep Friendswood Beautiful Committee	
Appointed By:	City Council	
Regular Meetings:	4th Tuesday of the month	
Time:	6:30 PM	
Location:	Friendswood City Hall 910 S. Friendswood	
Compensation:	None	
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Director of Parks and Recreation	
Council Liaison:	Yes; appointed by City Council	

Duties of the Board. The mission of the Keep Friendswood Beautiful Committee (KFB) is to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image. The KFB directs and coordinates management and planning of its projects and education of the community; recommends budget and project priorities to City Council; seeks grants for funding opportunities; makes suggestions for conserving and protecting natural resources; and performs such other duties as the City Council may reasonably request.

Keep Friendswood Beautiful also serves as the advisory committee for the City's Storm Water Management Program (last updated 2014) per TCEQ.

SENIOR CITIZEN ADVISORY COMMITTEE

Number of Members:	8 regular 1 alternate	Term of Office:	3 years Overlapping terms
Established by:	Council action 1993		
Appointed by:	City Council		
Regular Meetings:	2 nd Tuesday of the month as needed		
Time:	9:00 AM		
Location:	Activities Building 416 Morningside		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation Recreation Superintendent		
Council Liaison:	Yes; appointed by City Council		

Duties of the Board: The Committee acts only in an advisory capacity to the City Council in all matters pertaining to Friendswood's Senior Citizens Program; acquaints itself with and makes a continuous study and review of the program; recommends the adoption of policies for the program; recommends to the City Council rules and regulations governing the program; makes recommendations to the City Council and City Manager and reasons therefore; and performs other duties as the City Council may reasonably request.

INVESTMENT COMMITTEE

Number of Members:	3 regular No Alternates	Term of Office:	3 years
Established by:	Council action January 1997		
Appointed by:	City Council		
Regular Meetings:	Quarterly		
Time:	4:00 PM or at the call of the Chair		
Location:	Friendswood City Hall/Administrative Services Department		
Compensation:	None		
Officers:	Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Investment Officer		
Liaison/Deputy:	City Manager		
Council Liaison:	No		

Duties of the Committee. To review the investment practices of staff and ensure these are in accordance with the Investment Policy.

EXHIBIT C

In the name and by the authority of

The City of Friendswood
And
The State of Texas

STATEMENT OF APPOINTED OFFICER

(Pursuant to Tex. Const. art.XVI, §1(b), amended 2001)

I, _____, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Affiant's Signature

Position to Which Elected/Appointed

City of Friendswood, Galveston/Harris
City and/or County

SWORN TO and subscribed before me by affiant on this ____ day of _____ 2020.

Signature of Person Authorized to Administer Oaths/Affidavits

Printed Name

Title

In the name and by the authority of

The City of Friendswood

And

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ for the City of Friendswood, Galveston/Harris Counties, and the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this ____ day of _____ 2020.

Signature of Person Administering Oath

Printed Name

Title

EXHIBIT D

ATTENDANCE REPORT

BOARD/COMMITTEE/COMMISSION:

REPORTING PERIOD

[illegible]

In order to insure that all boards and commissions members contribute by attending regular scheduled and special meetings of their respective board or commission, the Council has directed that attendance records be kept by City Staff and forwarded to members for their review. **ATTEND: X ABSENT: ::**

EXHIBIT E



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: _____ HOME PHONE: _____

HOME ADDRESS: _____ WORK PHONE: _____

CITY, STATE, ZIP: _____

EMAIL ADDRESS: _____ CELL PHONE: _____

OCCUPATION: _____

SPECIAL INTERESTS AND TALENTS: _____

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

DATE OF BIRTH: _____

SEX: _____

FRIENDSWOOD RESIDENT FOR _____ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? _____

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

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: _____

EXHIBIT F



DISCLOSURE AND AUTHORIZATION – EMPLOYMENT OR VOLUNTEER

In connection with my application for employment (including contract or volunteer services) with City of Friendswood, consumer reports will be requested. These reports may include the following types of information as applicable: names and dates of previous employers, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, drug screen, DOT history, etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, credit, judgments, bankruptcy proceedings, eviction's, criminal records, etc., from federal, state and other agencies that maintain such records.

In addition, investigative consumer reports gathered from personal interviews with former employers or landlords, past or current neighbors and associates of mine, etc. to gather information regarding my work or tenant performance, character, general reputation and personal characteristics and mode of living (lifestyle) may be obtained.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THE CONSUMER REPORTING AGENCY TO OBTAIN AND FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to the consumer reporting agency: First Check Applicant Screening, P.O. Box 92033, Southlake, TX 76092, telephone number (888) 588-2525, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information and the agency, on our behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any consumer report(s); and the recipients of any reports on me which the agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request. I hereby consent to your obtaining the above information from the agency.

I HEREBY AUTHORIZE PROCUREMENT OF CONSUMER REPORT(S) AND INVESTIGATIVE CONSUMER REPORT(S). If hired, contracted or accepted for "employment", this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my employment (or contract/volunteer) period.

☐ California, Minnesota and Oklahoma Applicants only: Check box if you request a copy of any consumer report ordered on you.

I acknowledge that I have been provided a copy of consumer's rights under the Fair Credit Reporting Act.

Signature

Date

The following information is being requested in order to conduct a background check on you:

Full Name: _____

Other names you have used: _____

Mailing Address 1: _____

Mailing Address 2: _____

Email Address (if you wish to be contacted this way): _____

Social Security No.: _____ N/A _____; Date of Birth: _____

Drivers License No.: _____ N/A _____; State of Issue: _____

May we contact your current employer? _____ Yes _____ No _____ N/A

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

EXHIBIT G

Date: _____

Jane Doe
10111 Lakeside Lane
Friendswood, TX 77546

Dear Ms. Doe:

On behalf of the Mayor and City Council, we would like to congratulate you on your recent appointment as a member of the Investment Committee. Your term begins _____ and ends _____. Attendance is very important, so an attendance record is kept at each meeting; therefore, it is the responsibility of each member to attend meetings regularly. Enclosed you will find a membership roster for the Investment Committee.

The members of Boards, Commissions, and Committees of the City of Friendswood are required by law to complete Open Government Training. There are two ways to obtain the required training:

1. Attorney General's website at <https://www.texasattorneygeneral.gov/open-government>. Select Open Meetings Act training, and then complete the training online. Following the completion of the training, a certificate will be sent to you from the Attorney General's Office.
2. Check out the training CD from the City Secretary's Office. If you choose to utilize the CD option, at the end of the video, there is a code which will take you to the Attorney General's website to retrieve the certificate.

Additionally, please review the city's volunteer guidebook and sign and return the acknowledgement page at the end at <https://www.ci.friendswood.tx.us/DocumentCenter/View/163/Friendswood-Volunteer-Guidebook-PDF>.

Please return your Open Government Training Certificate and guidebook acknowledgement form to the City Secretary's Office by _____, 2020.

Please accept my congratulations on your appointment and if you have any questions, please do not hesitate to call me.

Sincerely,

Melinda Welsh, TRMC
City Secretary

Date: _____

Ms. Jane Doe
10111 Lakeside Lane
Friendswood, TX 77546

Dear Ms. Doe:

On behalf of the Mayor and City Council, we would like to congratulate you on your recent re-appointment to a three-year term on the Senior Citizens Advisory Committee. A new membership roster is enclosed.

If you have any questions, please do not hesitate to call me.

Sincerely,

Melinda Welsh, TRMC
City Secretary

Cc: Staff Liaison

Enclosure

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: September 14, 2020

Date submitted: 8/17/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving the Friendswood Downtown Economic Development Corporation (FDEDC) contract with HDR Engineering, Inc., authorizing the expenditure of funds, and authorizing the FDEDC President to execute the contract.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As part of FDEDC's Downtown Lighting Plan Project, electrical engineering services are required in order to facilitate the placement of downtown light poles.

On August 11, 2020, the FDEDC Board approved a contract with HDR Engineering, Inc. in an amount not to exceed \$40,000 for electrical engineering design services to prepare design illumination plans, specifications, and estimates for Friendswood Drive. HDR's services include engineering design and preparation details including electrical and power distribution, conduit, conductors, pole foundations and ground boxes.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

HDR Engineering, Inc. is the contractor for TXDOT's Curbs, Ramps, Sidewalks, Traffic Signals Grant Project and has already prepared a survey of Friendswood Drive. By utilizing TXDOT's contractor for electrical design services, the City/FDEDC will realize a cost savings for this project.

RECOMMENDATIONS

The FDEDC Board unanimously approved the contract with HDR at their August 11, 2020 board meeting authorizing an expenditure not to exceed \$40,000 and for the Board's President to execute the contract.

All FDEDC expenditures require final approval by City Council.

ATTACHMENTS

1. HDR Contract- Engineering Services Agreement (FINAL 20200901) Executed

THE STATE OF TEXAS
COUNTY OF GALVESTON

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CONTRACT FOR PROFESSIONAL SERVICES - ENGINEER

THIS AGREEMENT, entered into as of this fifth day of August, 2020, by and between the Friendswood Downtown Economic Development Corporation (hereinafter called the "FDEDC") and HDR ENGINEERING, INC., 4828 Loop Central Drive, Suite 800, Houston, TX 77081 (hereinafter called the "ENGINEER") acting herein by David C. Weston, Area Manager hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the FDEDC 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 FM 518 Lighting NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ENGINEER

The FDEDC hereby agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. Parties understand that the City Engineer or his designee will be the FDEDC's point of contact for this Contract. This contract shall be performed in Galveston County, Texas.

II. SCOPE OF SERVICES

Engineering services in connection with preparation of plans and specifications including, but not limited to, all necessary design, plans and specifications, construction costs or current wage rate for FM 518 Lighting. ENGINEER shall perform services with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The services rendered by ENGINEER for the Project to be designed for construction are divided into one phase as follows:

Design Phase – Preparation of plans, specifications and contract documents

The work is further described in detail on Attachment A – FM 518 Lighting proposal dated August 3, 2020 and shall include a proposed schedule for design of the project.

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. BASIC SERVICES**1. DESIGN PHASE**

- a. Provide Project Management service to direct, supervise and coordinate the various items of work within the project.
- b. Furnish to the FDEDC through City's representative, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal.
- c. Prepare detailed specifications, contract drawings, and bidding documents to be included in contract documents for construction authorized by the FDEDC, with signature blocks for approval by the appropriate entities.
- d. 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.
- e. Furnish the FDEDC all necessary copies of approved Contract Documents.

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 FDEDC. ENGINEER shall immediately submit to FDEDC in writing evidence of delay satisfactory to the FDEDC'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the FDEDC, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER

It is agreed that the FDEDC through 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". Engineer shall have the right to rely on the technical accuracy of such information, data, reports or maps. The FDEDC, 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 thirty three thousand two hundred and fifteen dollars and two cents (\$33,215.02) unless specifically authorized by the FDEDC.

B. PAYMENT

ENGINEER shall invoice FDEDC monthly for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

FDEDC 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 FDEDC.
2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the FDEDC.
3. ENGINEER shall not charge for corrections of errors and omissions, by the ENGINEER, to the design of the project.

STANDARD CONTRACT AGREEMENT

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 FDEDC/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 FDEDC. 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 FDEDC 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 FDEDC'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 FDEDC 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 FDEDC. The FDEDC, its officers, and agents 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 FDEDC, its officers and agents), 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 claim/policy year aggregate limits to protect 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 FDEDC.

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 FDEDC 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 FDEDC

through the City representative. None of the provisions in said Form shall be materially 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 materially altered, modified or cancelled unless at least fifteen days (15 D) prior written notice has been given to the FDEDC. ENGINEER shall also file with the FDEDC through the City representative, 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 FDEDC 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 FDEDC 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 FDEDC, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the FDEDC. ENGINEER shall immediately make the FDEDC through CITY representative, aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.

X. INDEMNIFICATION

ENGINEER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE FDEDC, ITS OFFICERS, ELECTED OFFICIALS AND AGENTS, 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 FDEDC, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM

STANDARD CONTRACT AGREEMENT

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 FDEDC, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS TO THE EXTENT ARISING OUT OF ANY ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, 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.

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.

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

FDEDC:

FDEDC

910 S. Friendswood Drive
Friendswood, Texas 77546

Attn: Patrick McGinnis

Title: President

ENGINEER:

HDR Inc.

4828 Loop Central Drive, Ste 800
Houston, TX 77081

Attn: David C. Weston

Title: Area Manager

All notices and communications under this Contract shall be mailed or delivered to FDEDC 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 FDEDC 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 FDEDC

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, and ENGINEER fails to cure in a timely fashion after being provide with written notice of default, the FDEDC 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 FDEDC, 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 FDEDC for damages sustained by the FDEDC 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 FDEDC from the ENGINEER is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

The FDEDC 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 FDEDC 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 FDEDC 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 FDEDC 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 FDEDC.

- 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 FDEDC. 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 FDEDC may require, furnish the FDEDC 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 FDEDC.

The ENGINEER shall carry out its work under this Contract in a manner that shall ensure full compliance by the FDEDC 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

STANDARD CONTRACT AGREEMENT

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 David C. Weston, its Area Manager shown below, and on behalf of the FDEDC by Patrick McGinnis, its President, thereto duly authorized this fifth day of August, 2020.

ACCEPTED:

PROPOSED AND AGREED TO:

FDEDC:

ENGINEER:

FRIENDSWOOD DOWNTOWN
ECONOMIC DEVELOPMENT
CORPORATION

HDR ENGINEERING, INC.



PRESIDENT

BY: David C. Weston
AREA MANAGER

DATE: _____

DATE: September 1, 2020

ATTACHMENT A**Illumination Support Design**

The Engineer shall prepare the plans, specifications, and estimates for the design of illumination for the Friendswood Downtown Economic Development Corporation (FDEDC) along FM 518. The Engineer shall prepare the design and details including electrical and power distribution, conduit, conductors, pole foundations and ground boxes. Design specifications shall be defined in the work authorization.

The illumination tasks for this project shall consists of the following:

1. Kickoff meeting with FDEDC
2. One (1) site visit to conduct preliminary review of project area
3. Develop illumination layout sheets to include summary sheets, quantity charts, electrical services, and light pole foundations.
4. Voltage Drop Calculations
5. Coordination with adjacent projects with project limits for existing and to-be proposed lighting infrastructure.
6. Existing traffic related infrastructure (i.e. traffic signals, illumination and ITS) will be displayed on layout sheets.

Assumptions:

- The FDEDC will provide the decorative light poles for the project
- The Engineer shall not provide any light poles and lighting assembly quantities.
- The Engineer shall use the City standards and specifications, no special details or standards will be developed by the Engineer
- The FDEDC through the City shall provide standards and specifications for plan development.
- The FDEDC through the City shall provide existing topo and as-builts for use in development of this projects plans.
- The Engineer shall propose a lighting conduit and infrastructure design that supports a lighting system which lights up the roadway and sidewalk concurrently along with a dedicated sidewalk lighting system.

TASK DESCRIPTION	Sheets	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Illumination								
PREPARE ILLUMINATION PLANS	17	2		12	28	120		162
STANDARDS, SPECIFICATIONS AND DETAILS	10	2		10	20	60		92
PREPARE QUANTITIES AND SUMMARIES	2	2		4	4	8		18
QA/QC AND CONSTRUCTABILITY REVIEW		2	8	4	4		4	22
HOURS SUB-TOTALS		8	8	30	56	188	4	294
CONTRACT RATE PER HOUR		\$173.42	\$183.05	\$172.07	\$108.78	\$99.20	\$114.97	
TOTAL LABOR COSTS		\$1,387.36	\$1,464.40	\$5,162.10	\$6,091.68	\$18,649.60	\$459.88	\$33,215.02

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: September 14, 2020

Date submitted: 8/26/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution 2020-21: A resolution of the City Council of the City of Friendswood, Texas, approving a Purchasing Cooperative interlocal agreement with Fort Bend County, Texas.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Chapter 791 of the Texas Government Code and Subchapter F of 271 of the Texas Local Government Code allow municipalities to contract with interlocal purchasing cooperatives in an effort to increase the efficiency and effectiveness of a City's purchasing function. Fort Bend County, Texas currently has many contracts, including one with Helfman Ford, and has competitively solicited bids in accordance with the State of Texas procedures that would benefit the City in the procurement of certain goods and services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

By the City joining an interlocal agreement with Fort Bend County, the City will have access to a vast amount of contracts including Helfman Ford. This contract alone will potentially save the City several thousands of dollars per vehicle and will allow delivery time of the vehicle to be reduced by weeks. Also, it will allow the City to search other contracts and allow the City to receive products and services of the highest quality at the lowest prices.

RECOMMENDATIONS

Staff recommends Council approval of the City's interlocal agreement and subsequent participation with Fort Bend County.

ATTACHMENTS

1. R2020-21 Cooperative Purchasing Agreement
2. Purchasing Cooperative Interlocal Agreement

RESOLUTION NO. R2020-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, APPROVING A
PURCHASING COOPERATIVE INTERLOCAL
AGREEMENT WITH FORT BEND COUNTY, TEXAS.**

* * * * *

WHEREAS, pursuant to the authority granted under Chapter 791 of the Texas Government Code, and Subchapter F of Chapter 271 of the Texas Local Government Code, the City Council of Friendswood, Texas, desires to enter into an interlocal agreement with Fort Bend County to authorize City of Friendswood to participate in a Cooperative Purchasing Program with Fort Bend County, Texas; and

WHEREAS, after a competitive solicitation and selection process by Fort Bend County, a number of contracts have been established to provide goods, products and services, and state law requires suppliers allow local governments who are participating in this Cooperative Purchasing Program to purchase goods, products and services on the same terms, conditions and pricing as Fort Bend County, Texas;

WHEREAS, the City of Friendswood's participation in this Cooperative Purchasing Program with Fort Bend County will benefit the City and its taxpayers through anticipated savings in future contracts for various good, products and services.

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

Section 1. That the City Council of the City of Friendswood, Texas, authorizes the City of Friendswood to enter into a purchasing cooperative interlocal agreement with Fort Bend County,

establishing a Cooperative Purchasing Program, as authorized by Chapter 791 of the Texas Government Code, and Subchapter F of Chapter 271 of the Texas Local Government Code.

Section 2. That this resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND RESOLVED, this the 14th day of September 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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**PURCHASING COOPERATIVE INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF FRIENDSWOOD**

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between Fort Bend County, Texas, a political subdivision of the State of Texas ("Fort Bend County"); and City of Friendswood, a political subdivision of the State of Texas ("City"); acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

WHEREAS, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts (Annual Contracts) pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III APPOINTMENT OF PURCHASING AGENT; BIDDING PROCEDURES AND SPECIFICATIONS

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of selected goods and/or services using Annual Contracts. Each party will maintain a listing of Annual Contracts which are available for the other party's use. To utilize one or more of such Annual Contracts, each party must request authorization, in writing, to the other party. Upon receipt of the request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting party. Each party agrees that the bidding for Annual Contracts shall be conducted by each party according to its usual bidding procedures and in accordance with applicable State of Texas statutes and laws. Furthermore, each party agrees that all specifications for selected goods and/or services shall be determined by the party that conducted the bid for a particular Annual Contract.

ARTICLE IV DESIGNATION OF REPRESENTATIVES

The County Judge of Fort Bend County or his/her designee is authorized to act on behalf of Fort Bend County in all matters relating to this Cooperative Purchasing Program and City Manager or designee is authorized to act on behalf of City in all matters relating to this Cooperative Purchasing Program.

ARTICLE V PURCHASING AND PAYMENT TERMS

Each party shall make payments directly to the vendor under the Annual Contract made pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code. The vendor or vendors of an Annual Contract shall bill the party directly for all items purchased by such party.

**ARTICLE VI
RESPONSIBILITY FOR VENDOR'S COMPLIANCE**

Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery under an Annual Contract.

**ARTICLE VII
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE VIII
MISCELLANEOUS**

- A. Relationship of Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity. The employees of one party shall not be deemed or construed to be the employees of the other party for any purposes whatsoever.
- B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below:

To Fort Bend County: Fort Bend County
 Attn: County Judge
 401 Jackson Street
 Richmond, Texas 77469

To City: City of Friendswood
 Attn: City Manager

- C. Amendment: This Agreement may be amended only by the mutual written agreement of both parties hereto.
- D. Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- E. Assignment: No party to this Agreement may assign or transfer its interest in or

obligations under this Agreement without the prior written consent of all parties to this Agreement.

- F. No Third Party Beneficiaries: This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- G. Compliance with Laws: Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- H. Construction: Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- I. No Waiver of Immunities: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, or to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- J. Governing Law: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Fort Bend County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- K. Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- L. Recitals: The recitals to this Agreement are incorporated herein.

**ARTICLE XIII.
EXECUTION**

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This agreement shall not be effective until executed by all parties.

FORT BEND COUNTY

CITY OF FRIENDSWOOD

KP George, County Judge

City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Laura Richard, County Clerk

City Secretary

Printed Name

REVIEWED:

FORT BEND COUNTY
PURCHASING AGENT

Jaime Kovar

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: September 14, 2020

Date submitted: 7/28/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-30: Second and Final reading of an ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In April, 2012, the City and Progressive Waste Solutions (now, Waste Connections of Texas) entered into an agreement for refuse collection and disposal services. The agreement was extended in December 2016. The agreement allows the contractor to request an annual rate adjustment. One component of the adjustment is reflective of actual cost increases in disposal costs or increased fees, increased labor and equipment cost, or increased operational cost. Consumer Price Index (CPI) is the basis for this component. The second component of the adjustment is for fuel cost. This adjustment is based on the average weekly fuel prices as published by the U.S. Department of Energy compared to a base cost as defined by the agreement.

This year's rate increase request includes adjustments for CPI, additional operational expense (landfill cost) a reduction in the fuel cost adjustment component.

The rate increase requested is:

CPI Adjustment = 0.07%

Operational Expense Adjustment (Landfill) = 4.00%

Fuel Adjustment = -3.16%

Total Adjustment = 0.91%

Current rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin) \$14.63

Monthly administrative fee (city revenue) \$ 1.46

\$16.09

Proposed rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin) \$14.76

Monthly administrative fee (city revenue) \$ 1.48

\$16.24

The monthly increase for a single family resident is \$0.15 (15 cents) per month. The cost for families who utilize a 95 gallon recycle cart will increase by \$0.01 (1 cent) for a total of \$1.11 per month for use of the larger container.

Rate adjustments require adoption by ordinance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The rate adjustment will allow Waste Connections of Texas to cover the company's cost of providing solid waste management services to the City, ensuring public health and environmental safety.

RECOMMENDATIONS

Staff recommends adoption of the ordinance after two readings. The adjusted rates will be effective on utility bills generated after the 2nd and final reading of the ordinance in September 2020.

ATTACHMENTS

1. Ord 2020-30 Waste Connections
2. Ord 2020-30 Exhibit A
3. Waste Connections Rate Increase Letter
4. Garbage Rate Comparison Nearby Cities

ORDINANCE NO. T2020-30

**AN ORDINANCE AMENDING ORDINANCES NO. 2012-04
AND 2016-46 IN ORDER TO APPROVE AN ANNUAL RATE
ADJUSTMENT AS PROVIDED FOR IN THE CITY OF
FRIENDSWOOD – PROGRESSIVE WASTE SOLUTIONS
OF TX, INC., D/B/A WC OF TEXAS (FORMERLY KNOWN
AS IESI TX CORPORATION) SOLID WASTE FRANCHISE.**

* * * * *

WHEREAS, on March 5, 2012, the City Council of the City of Friendswood, Texas passed and adopted Ordinance No. 2012-04 granting to Progressive Waste Solution of TX, Inc., formerly “IESI TX Corporation,” (“Progressive”) a franchise to provide solid waste collection and disposal services to the residents of the City, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, on December 5, 2016, the City Council of the City of Friendswood, Texas passed and adopted Ordinance No. 2016-46 granting to WC of Texas (Waste Connections of Texas, formerly Progressive Waste Solution of TX, Inc. and IESI TX Corporation) an extension of the franchise to provide solid waste collection disposal services to the residents of the City, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, pursuant to Section 10 of the Agreement entitled “Rate Adjustment,” Progressive, d/b/a WC of Texas, is entitled to request an increase in the rates charged to the City for solid waste collection services on each anniversary date of the Agreement; and

WHEREAS, WC of Texas has presented a proposed rate adjustment to the Agreement for residential and commercial rates as set forth on Exhibit “A” attached to this ordinance; and

WHEREAS, the City Council has reviewed the proposed rate adjustment and has agreed that the adjustment is fair and reasonable and, by this ordinance, wishes to provide for an amendment to the Agreement in order to permit the imposition of such adjustment.

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. Section 9 of the Agreement entitled “Rates and Fees” is hereby amended and, effective with City of Friendswood utility services billings generated in October 2020, the rates for residential and commercial services provided by WC of Texas shall be in accordance with the rates and fees set forth more particularly on Exhibit “A” attached hereto.

Section 3. This Ordinance shall in no manner amend, change, supplement or revise any other terms or conditions of the Agreement as approved by Ordinance No. 2012-04 and Ordinance No. 2016-46.

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

PASSED AND APPROVED on first reading this 3rd day of August, 2020.

PASSED, APPROVED, AND ADOPTED on second and final reading this 14th day of September, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

EXHIBIT "A"
CITY OF FRIENDSWOOD
SOLID WASTE SCHEDULE
EFFECTIVE 2020

Rate Increase of 0.91%

The following tabs show the CPI of .07%, Landfill increase of 4.0%, and Fuel Surcharge decrease of 3.16%

2019

Total Residential Bag-32 gal Can/Recycle Bin	\$ 14.63	per month
Additional 18 gallon recycle bin	\$ 7.18	One time fee
Total Residential Bag-32 gal can/Recycle Cart	\$ 15.73	per month
Light Commercial Collection 1x Week	\$ 35.16	per month
Light Commercial Collection 2x Week	\$ 52.74	per month

2020

Total Residential Bag-32 gal Can/Recycle Bin	\$ 14.76	per month
Additional 18 gallon recycle bin	\$ 7.24	per month
Total Residential Bag-32 gal can/Recycle Cart	\$ 15.87	per month
Light Commercial Collection 1x Week	\$ 35.48	per month
Light Commercial Collection 2x Week	\$ 53.22	per month

COMMERCIAL RATE SCHEDULE

2019

CONTAINER

Lifts Per Week

SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$ 86.05	\$ 101.70	\$ 171.95	\$ 240.57	\$ 315.56	\$ 397.36	\$ 16.15
3 Cubic Yd	\$ 98.80	\$ 129.69	\$ 240.10	\$ 335.89	\$ 440.58	\$ 554.80	\$ 24.22
4 Cubic Yd	\$ 99.19	\$ 130.46	\$ 241.26	\$ 337.43	\$ 442.52	\$ 557.10	\$ 32.28
6 Cubic Yd	\$ 112.28	\$ 202.44	\$ 293.60	\$ 386.34	\$ 489.32	\$ 587.08	\$ 48.42
8 Cubic Yd	\$ 198.33	\$ 305.82	\$ 391.51	\$ 521.90	\$ 666.85	\$ 801.18	\$ 64.55

COMMERCIAL RATE SCHEDULE

2020

CONTAINER

Lifts Per Week

SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$ 86.83	\$ 102.63	\$ 173.52	\$ 242.75	\$ 318.43	\$ 400.97	\$ 16.29
3 Cubic Yd	\$ 99.70	\$ 130.87	\$ 242.29	\$ 338.95	\$ 444.59	\$ 559.85	\$ 24.44
4 Cubic Yd	\$ 100.09	\$ 131.64	\$ 243.46	\$ 340.50	\$ 446.55	\$ 562.17	\$ 32.58
6 Cubic Yd	\$ 113.30	\$ 204.28	\$ 296.28	\$ 389.85	\$ 493.77	\$ 592.43	\$ 48.86
8 Cubic Yd	\$ 200.13	\$ 308.60	\$ 395.07	\$ 526.65	\$ 672.91	\$ 808.47	\$ 65.13



WASTE CONNECTIONS INC.
Connect with the Future®

June 26, 2020
City of Friendswood
Attn: Morad Kabiri, City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

RE: Annual Rate Adjustment

Dear Morad Kabri

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Friendswood. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Friendswood.

Each year we evaluate the CPI-U, costs per our contract with the city. This year the CPI-U adjustment is .91%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the July billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Chris Robert
District Manager
Waste Connections of TX
Christopher.Robert@wasteconnections.com

EXHIBIT "A"
CITY OF FRIENDSWOOD
SOLID WASTE SCHEDULE
EFFECTIVE 2020

Rate Increase of 0.91%

The following tabs show the CPI of .07%, Landfill increase of 4.0%, and Fuel Surcharge decrease of 3.16%

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COMMERCIAL RATE SCHEDULE

2019

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
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COMMERCIAL RATE SCHEDULE

2020

CONTAINER SIZE	Lifts Per Week						
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8 Cubic Yd	\$ 200.13	\$ 308.60	\$ 395.07	\$ 526.65	\$ 672.91	\$ 808.47	\$ 65.13

BASE RATE	YR AVG	DIFFERENCE	EQUALS	QUALIFER	EQUALS	0.07%	cpi-u
3.65	\$ 2.78	\$ (0.87)	-\$0.24	0.1320	-3.16%	-3.16%	fuel adj
						-3.09%	total CPI-U + Fuel
Requested Adjustment from Waste Connections						4.00%	Landfill Increase
Rate increase (decrease) after the adjustment						<u>0.91%</u>	<u>Total Rate Adjustment</u>

CPI for Urban Wage Earners and Clerical Workers (CPI-W) Original Data Value

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432
2020	251.361	251.935	251.375	249.515										

0.18

0.07%

EXHIBIT "D"

Rate Increases for Year 6 and Year 7 of the Agreement

	<u>Effective 4/1/17:Year 6</u>	<u>Effective 4/1/18:Year 7</u>
Austin Community Landfill	10%	10%
Williamson County Landfill	8.5%	8.5%
Coastal Plains RDF	4.5%	4.5%
Mesquite Creek RDF	4.5%	4.5%
DFW RDF	5.0%	3.0%
Hillside RDF	5.0%	5.0%
Lacy Lakeview RDF/Temple RDF	4.5%	4.5%
Skyline RDF	5.0%	3.0%
Atascocita RDF	3.5%	4.2%
Covel Gardens RDF	3.5%	4.2%

EXHIBIT "C"

Base Rates (Non Special Waste) All Rates in Tons

<u>2018-2019 Rate</u>	<u>2019-2020 Rate</u>	<u>Disposal Increase</u>
\$22.69	\$23.60	4.0%

<u>Disposal Site</u>	<u>Waste Type</u>	<u>Year 1 Base Rate (4/1/19 – 3/31/20)</u>
Austin Community RDF	MSW/C&D	\$24.72/ton 3-ton minimum
Williamson County RDF	MSW/C&D	\$30.84/ton 3-ton minimum
Coastal Plains RDF	MSW/C&D	\$23.60/ton 3-ton minimum
Mesquite Creek LF	MSW/C&D	\$23.37/ton 3-ton minimum
DFW RDF	MSW/C&D	\$21.95/ton 2-ton minimum
Lacy Lakeview LF	MSW/C&D	\$30.08/ton 3-ton minimum
Temple LF	MSW/C&D	\$30.08/ton 3-ton minimum
Skyline RDF	MSW/C&D	\$19.15/ton 2-ton minimum
Atascocita RDF	MSW/C&D	\$23.15/ton 3-ton minimum
Covel Gardens RDF	MSW/C&D	\$27.30/ton 3-ton minimum

These rates include current applicable state fees, including post closure fees, and local fees, taxes, and royalties, and fees incurred pursuant to federal, state, or local laws, rules or ordinances in effect and/or implemented as of, but not after, the Effective Date of the Agreement.

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Sourcekey EMD_EPD2D_PTE_R30
_DPG
**Weekly Gulf Coast
No 2 Diesel Retail
Prices (Dollars per
Gallon)**

Date	
Apr 01, 2019	2.872
Apr 08, 2019	2.879
Apr 15, 2019	2.899
Apr 22, 2019	2.917
Apr 29, 2019	2.939
May 06, 2019	2.927
May 13, 2019	2.905
May 20, 2019	2.907
May 27, 2019	2.893
Jun 03, 2019	2.875
Jun 10, 2019	2.843
Jun 17, 2019	2.82
Jun 24, 2019	2.797
Jul 01, 2019	2.803
Jul 08, 2019	2.804
Jul 15, 2019	2.805
Jul 22, 2019	2.804
Jul 29, 2019	2.793
Aug 05, 2019	2.787
Aug 12, 2019	2.763
Aug 19, 2019	2.751
Aug 26, 2019	2.744
Sep 02, 2019	2.74
Sep 09, 2019	2.745
Sep 16, 2019	2.761
Sep 23, 2019	2.858
Sep 30, 2019	2.827
Oct 07, 2019	2.804
Oct 14, 2019	2.805
Oct 21, 2019	2.802
Oct 28, 2019	2.806
Nov 04, 2019	2.795
Nov 11, 2019	2.795
Nov 18, 2019	2.792
Nov 25, 2019	2.776
Dec 02, 2019	2.779
Dec 09, 2019	2.759
Dec 16, 2019	2.763
Dec 23, 2019	2.763
Dec 30, 2019	2.808
Jan 06, 2020	2.828
Jan 13, 2020	2.81
Jan 20, 2020	2.797
Jan 27, 2020	2.773
Feb 03, 2020	2.71
Feb 10, 2020	2.675
Feb 17, 2020	2.658
Feb 24, 2020	2.654
Mar 02, 2020	2.627
Mar 09, 2020	2.577
Mar 16, 2020	2.504
Mar 23, 2020	2.438
Mar 30, 2020	2.363

Year Average \$2.78

City Rate Comparison

Monthly Residential Garbage Bill

	Garbage Monthly Charge	Number of Times Garbage is Collected Per Week	Number of Times Recycle is Collected Per Week
Friendswood (current rates)	\$ 16.09	Twice	Once
Friendswood (Proposed rates)	\$ 16.24	Twice	Once
Pearland	\$ 20.11	Twice	Once
League City	\$ 18.26	Twice	Once
Alvin	\$ 13.29	Once	Once
Texas City	\$ 24.00	Twice	Once

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: September 14, 2020

Date submitted: 7/28/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-31: Second and Final reading of an ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The current nuisance ordinance is outdated including references to privies (outhouses), spitting tobacco on public rights-of-way, and hauling raw meat in wagons through town. The proposed ordinance is a more modern version addressing current nuisance issues. It establishes definitions for the following types of sanitary nuisances and is consistent with State Law: Swimming pools, Rubbish, Insects, Unsanitary conditions, Stagnant water, Odor, Drainage, Nuisance.

Additionally, the proposed ordinance includes adopting a graffiti ordinance. A few things to note about this is that if the City does adopt this ordinance, it includes requirements in accordance with state law.

1. Graffiti defined
2. Unlawful for an owner to allow graffiti to remain with 2 exceptions
3. First remedy is for a city to remove the graffiti with written consent from the property owner. If consent is received, the city bears the cost of removal (not eligible for lien/reimbursement).
4. If consent is not received from the property owner, the city may serve the property owner with a notice to remove the graffiti. If the property owner does not remove the graffiti, the City can remove the graffiti and file a lien for the cost of removal.

Currently, the City does not have a big problem with graffiti; however, if there was an issue that needed to be addressed, without this ordinance, we do not have any tools to get graffiti removed. Similar to other code enforcement violations, enforcement would be complaint driven.

The proposed ordinance also formalizes maintenance responsibilities for storm water systems. The

Design Criteria Manual, adopted by resolution, requires property owners and responsible parties such as Home Owners Associations to maintain storm water systems, however, an ordinance is associated with compliance requirements and penalties.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the nuisance ordinance gives the Code Enforcement officers the tools they need to do their job.

RECOMMENDATIONS

Staff recommends adopting the proposed ordinance.

ATTACHMENTS

1. Ord 2020-31 Ordinance amending Chapter 26 Environment Nuisance Graffiti and Storm Water Systems
2. Work Session Nuisance Graffiti and Stormwater Ord

ORDINANCE NO. T2020-31

AN ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, ENVIRONMENT, BY REPEALING ARTICLE III. SANITARY NUISANCES, SECTIONS 26-69 THROUGH 26-73 AND ADOPTING CHAPTER 26, ENVIRONMENT, ARTICLE III. SANITARY NUISANCES, SECTIONS 26-69 THROUGH 26-77; AMENDING THE CODE OF ORDINANCES, CHAPTER 26, ENVIRONMENT, BY ADDING A NEW ARTICLE VIII. GRAFFITI ABATEMENT, SECTIONS 26-293 THROUGH 26-301 AND ADDING A NEW ARTICLE IX. MAINTENANCE OF STORM WATER SYSTEMS, SECTION 26-302; PROVIDING A PENALTY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

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

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and welfare of the citizens of the City.

Section 2. That Chapter 26 of the Code of Ordinances entitled “Environment”, Article III. Sanitary Nuisances, Sections 26-69 through 26-73 are hereby repealed in their entirety.

ARTICLE III. - SANITARY NUISANCES

~~Sec. 26-69.— Nuisance defined.~~

~~Whatever is dangerous to human life or health, and whatever renders the ground, the water, the air or any food or drink unwholesome and a hazard to human life and health is hereby declared to be a nuisance.~~

~~Sec. 26-70.— Specific conditions.~~

~~The conditions listed in this section, in addition to any things or conditions declared elsewhere in this Code to be nuisances, are declared to be nuisances, and as such are to be abated pursuant to section 26-127. The person causing, permitting or suffering any of the conditions listed in this section upon his~~

premises or in any building occupied or controlled by him or in or upon any street, alley, sidewalk or gutter immediately adjacent to such premises shall, upon conviction, be fined for a misdemeanor violation.

- (1) ~~Any building, erection or cellar or any part of such building, erection or cellar which is overcrowded, or not provided with adequate means of ingress or egress, or is not sufficiently supported, ventilated, sewerred, drained, cleaned or lighted.~~
- (2) ~~All cellars, vaults, drains, pools, privies, sewers, yards, grounds or premises which have for any cause become foul, noxious, or offensive or injurious to health, or unpleasant to adjacent residences or to persons passing such premises.~~
- (3) ~~All carcasses, all decaying flesh, fish, fowl, fruit or vegetables, all deposits of manure, all flesh of any kind or description whatever, all filthy or offensive water or slops in any private yard or premises, and all other unwholesome substances when thrown upon or conducted into or upon any street, alley, public ground or enclosure in such a manner as to render such substances unwholesome and offensive or liable to become unwholesome or offensive.~~
- (4) ~~All privies that are offensive from use; all markets, cellars, laundries, stores or other buildings or places which are not kept clean and free from filthy and unwholesome substances and odors; all deposits or substances that are offensive or liable to engender disease.~~
- (5) ~~Every trade, business or occupation injurious to the health or comfort of persons who reside in the vicinity, and any can or receptacle containing water or slops suffered to become stagnant or offensive or unwholesome from any cause.~~
- (6) ~~The act of depositing filth or any foul, offensive, noxious or injurious substance upon any sidewalk, street, alley, public thoroughfare or other public place.~~
- (7) ~~The act of sweeping or depositing any trash, paper or rubbish into any street, alley, public thoroughfare or other public place and allowing such trash, paper or rubbish to remain in such place longer than six hours.~~
- (8) ~~The act of burning any hair, leather, rags or any other substances of any kind which may cause or produce an offensive smell, smoke or odor capable of annoying persons living in the vicinity or persons passing along the streets, alleys or public thoroughfares.~~
- (9) ~~The act of defecating or urinating upon the streets, alleys or public grounds, or in any place that may be seen from a private residence or by persons passing along the streets, alleys or public thoroughfares.~~
- (10) ~~The act of expectorating or spitting of mucous, or saliva, or saliva mixed with tobacco, or secretions from the nose or air passages, or the remains of any chewed or partly chewed tobacco or snuff, or the remnant of any partially chewed or smoked cigar or cigarette upon any sidewalk, public building or public vehicle, place or building or public resort within the city.~~
- (11) ~~The act of hauling, carrying or transporting any meat or slaughtered or dead animals or fish through the streets of the city without having such meat, slaughtered or dead animals or fish entirely covered, screened and protected from dust and public view.~~
- (12) ~~The act of scattering or distributing any advertisements, circulars, handbills, printed or written announcements, or paper of like character, or any medicines, upon the streets, sidewalks, alleys or within public buildings or grounds within the limits of the city.~~
- (13) ~~The act of the owner or possessor of any animal which has died within the city failing to have the carcass of such animal removed within 18 hours after the death of such animal.~~
- (14) ~~The act of throwing from any opening in, or carrying from, any dwelling or place of abode, any night soil, feces, urine or filthy or unclean water into or upon any alley, street or sidewalk or into or upon adjacent property not owned by the principal.~~
- (15) ~~The act of conducting or causing to be conducted into any alley or gutter of wastewater from any sink or tank or any source of water supply which may produce any pool of stagnant water in such alley or gutter.~~

- (16) ~~The act of dumping upon and removing from a sidewalk, street or alley any coal or like material in a dry state, in such a manner that annoying or offensive dust is generated from such material, or the act of leaving any coal, dust or like material upon any sidewalk, street or alley at or near the place where such coal or material was deposited or from which it was removed.~~
- (17) ~~The act of throwing any glass, tin, plastic ware, crockery or rubbish into or upon any sidewalks, streets, alleys, public thoroughfares, commons, drains or gutters.~~
- (18) ~~Any unwholesome food or liquor, or adulterated medicine, and all cattle, horse or hog pens, stables or enclosed areas in which any cattle, horses or hogs may be kept or confined, which may from use have become offensive.~~
- (19) ~~Any granaries, barns, elevators or other premises where rats are bred or harbored.~~
- (20) ~~Any noxious, foul or putrid liquids, or substances likely to be noxious, foul, offensive or putrid, discharged, placed, thrown or conducted into or upon any street, alley, public ground or common.~~
- (21) ~~The act of wrongfully casting, throwing or depositing any filth, substance or thing into any private or public well or cistern.~~
- (22) ~~The act of erecting or maintaining buildings or structures with roofs or eaves projecting beyond the property line or shedding water upon any property line or shedding water upon any property other than that belonging to the owner of such building or structure.~~
- (23) ~~Any other act or thing done or suffered within the city which may cause interference with the enjoyment by any member of the community, or any person, who may thereby be deprived of his right to be free from offensive or unpleasant odors or vapors, and to breathe fresh air and to be free from the sounds or noises which generally disturb members of the community.~~

~~Sec. 26-71. — Notice to abate.~~

~~Notice to abate a nuisance described in section 26-70 shall be sent in the same manner as provided in section 26-126.~~

~~Sec. 26-72. — Abatement by city.~~

~~If the owner receiving notice under section 26-71 to abate a nuisance shall fail or refuse to comply with any of the provisions of section 26-69 or 26-70, the condition shall be abated pursuant to the procedure in section 26-127.~~

~~Sec. 26-73. — Privies.~~

~~Privies are prohibited in the city.~~

~~Secs. 26-74 — 26-104. — Reserved.~~

Section 3. That Chapter 26 of the Code of Ordinances entitled “Environment”, Article III. Sanitary Nuisances, Sections 26-69 through 26-77 are amended to read as follows:

ARTICLE III. - SANITARY NUISANCES

Sec. 26-69. - Nuisance Generally.

Whatever is dangerous to human life or health, and whatever renders the ground, the water, the air or any food or drink unwholesome and a hazard to human life and health is hereby declared to be a nuisance.

Sec. 26-70. - Definitions.

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

Premises means a tract of land including its buildings or other appurtenances.

Rubbish means non-decaying waste from a public or private establishment or residence.

Swimming pool means any structure, basin, chamber or tank containing a body of water utilized for private or public swimming, diving, bathing or the immersion or partial immersion therein of human beings, and having a depth of two (2) feet or more at any point, and located on premises outside of a residence, building or other structure. This definition shall also include hot tubs, whirlpools, and spas that are located outside of a residence, building or other structure and meeting the above water depth criteria.

Sec. 26-71. - Applicability.

Under authority of the Texas Local Government Code, section 217.042, any violation of provisions of this article is hereby declared a nuisance and extends to and shall be applicable to all properties within the City limits.

Sec. 26-72. - Offensive conditions.

A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person allows any of the following:

- (a) *Swimming pools*. Maintains a swimming pool in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.
- (b) *Rubbish*. Keeps, stores, or accumulates thereon rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on said premises for ten (10) days or more, unless the rubbish is completely enclosed in a building, and not visible from a public street or the premises is lawfully operated as a landfill.
- (c) *Insects*. Maintains the premises in a manner that creates conditions or places that are a breeding place for flies or other insects or allows a collection of water that is a breeding place for mosquitoes.
- (d) *Unsanitary conditions*. Maintains the premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests; or

- (e) *Stagnant water.* Allows drain holes or depressions in which water collects, or fails to regrade any lots, grounds or yards or any other property owned or controlled by the owner or occupant which shall be unwholesome or have stagnant water thereon, or which from any other cause is in such condition as to be liable to produce disease; or
- (f) *Odor.* Operates or conducts any business or activity on the property in a manner that causes or results in any noxious, foul or offensive odor that originates on the property, or that emanates from any source that such owner or occupant has suffered, allowed or permitted to come onto the property, being detectable past or beyond the boundary of the property that is under the ownership or control of the owner or occupant; or
- (g) *Drainage.* The act of erecting or maintaining buildings or structures with roofs or eaves projecting beyond the property line or shedding water upon any property line or shedding water upon any property other than that belonging to the owner of such building or structure.
- (h) *Nuisance.* Any other act or thing done or suffered within the City which may cause interference with the enjoyment by any member of the community, or any person, who may thereby be deprived of his right to be free from offensive or unpleasant odors or vapors, and to breathe fresh air and to be free from the sounds or noises which generally disturb members of the community.

Sec. 26-73. - Notice to owner to remedy or remove condition - Generally.

(a) Whenever any condition described in this article is found to exist on any premises within the city, and the City of Friendswood intends to utilize the subsequent provisions of this article to correct or remove the condition and assess the costs against the premises, the city shall notify the owner of such premises, in writing, to correct, remedy or remove the condition within ten (10) days after such notice and it shall be unlawful for any person to fail to comply with such notice.

(b) If the notice described in subsection (a) must be given two (2) times within a six-week period for any premises within the city, due to the reoccurrence thereon of a condition described in this article, then the owner of such premises shall be deemed to have notice of all subsequent reoccurrences of the same offensive condition upon the same premises for a period of twelve (12) months from the date of the said second notice, and no additional notices shall be necessary during that period for the city to provide before taking action to remedy the condition and assess the costs of such remedy against the premises.

Sec. 26-74. - Same—How given.

The notice provided for by this article shall be served personally on the owner to whom it is directed or shall be given by letter addressed to such owner at his last known post office address. In the event personal service cannot be made and the owner's address is unknown, such notice shall be given by publication at least two (2) times within ten (10) consecutive days in a newspaper of general circulation published within the city.

Sec. 26-75. - Abatement by city.

In the event the owner of any lot or premises upon which a condition described in this article exists fails to correct, remedy or remove such condition within ten (10) days after notice to do so is given in accord with this article, the city may do such work or make such improvements as are necessary to correct, remedy or remove such condition, or cause the same to be done, and pay therefor and charge the expenses incurred thereby to the owner of such lot. Such expenses shall be assessed against the lot or real estate upon which the work was done or the improvements made. The doing of such work by the city shall not relieve such person from prosecution for failure to comply with such notice in violation of this article.

Sec. 26-76. - Same—Filing of statement of expenses incurred.

Whenever any work is done or improvements are made by the city under the provisions of this article, the city manager or his/her designee on behalf of the city, shall file a statement of the expenses incurred thereby with the county clerk. Such statement shall give the amount of such expenses, and the date or dates on which the work was done or the improvements were made.

Sec. 26-77. - Same—Lien for and collection of expenses.

After the statement provided for in section 26-76 is filed, the city shall have a privileged lien on the lot or real estate upon which the work was done or improvements made, to secure the expenses thereof. Such lien shall be second only to tax liens and liens for street improvements, and the amount thereof shall bear interest at the rate of ten (10) per cent per annum from the date the statement was filed. For any such expenditures and interest, suit may be instituted and recovery and foreclosure of the lien may be had in the name of the city and the statement of expenses made in accord with section 26-76, or a certified copy thereof, shall be prima facie proof of the amount expended for such work or improvements.

Secs. 26-78—26-104. - Reserved.

Section 4. That Chapter 26 of the Code of Ordinances entitled “Environment”, is amended by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301, which Article and Sections to read as follows:

ARTICLE VIII. - GRAFFITI ABATEMENT

Sec. 26-293. - Finding and intent.

The city council hereby finds the following recitals to be true and correct and adopts them for all purposes as findings of fact:

The creation of graffiti is a criminal act prohibited by state laws in the Penal Code. Although the person who has had graffiti applied on his/her property may be the victim of a criminal act, unless the city acts to cause the removal of graffiti, it tends to remain and causes other properties and entire neighborhoods to be affected and become less desirable places in which to be, all to the detriment of the city and the public welfare.

Graffiti is an impure and unwholesome matter and its existence is detrimental to the safety and welfare of the public; tends to reduce the value of private property; invites vandalism, additional graffiti, and other criminal activities; and, produces urban blight, which is adverse to the maintenance and continuing development of the city. Graffiti is a public nuisance and destructive of the rights and values of property owners as well as the entire community.

It is the intent of this article to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by providing an additional enforcement tool to protect public and private property from additional acts of graffiti, vandalism and other criminal activities.

Sec. 26-294. - Definitions.

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

Graffiti. Any unauthorized painting, scratching, writing or inscription, including initials, slogans, symbols or drawings, that has been applied to any wall, building, fence, windows, sign or other structure or surface, which is visible from: (1) any public property, (2) any public right-of-way, or (3) another person's property. "Graffiti" does not include any of the foregoing that is placed on the property in compliance with any applicable city ordinance, state or federal law.

Owner. Any owner of record, person who has contractual responsibility for the property, or person who has the legal right of possession of the property. There shall be a rebuttable presumption in prosecutions under this article that the person who is listed on the tax records for the county wherein the property is situated is the owner. There shall be a rebuttable presumption in prosecutions under this article that the person currently named on the account for utility services furnished by the City of Friendswood is the person who has the legal right of possession of the property.

Unauthorized. Without the consent of the owner or without authority of law. Unless the owner proves otherwise, lack of consent will be presumed under circumstances tending to show (i) the absence of evidence of specific authorization by the owner, (ii) that the visual blight is inconsistent with the design and the use of the subject property, or (iii) that the person causing the visual blight was unknown to the owner.

Sec. 26-295. - Graffiti declared a public nuisance.

The city finds and determines that graffiti is an impure and unwholesome matter and its existence: (1) is detrimental to the safety and welfare of the public; (2) tends to reduce the value of private property; (3) invites vandalism, additional graffiti, and other criminal activities; and (4) produces urban blight which is adverse to the maintenance and continuing development of the city. The existence of graffiti on public or private property in violation of this article is expressly declared to be a public nuisance and is subject to the removal and abatement provisions provided by law. It is the duty of the owner of the property to which graffiti has been applied to at all times keep the property clear of graffiti.

Sec. 26-296. - Owner responsibility and graffiti removal program.

- (a) It shall be unlawful for the owner of property in the city to knowingly permit graffiti to remain on his or her property except where:
 - (1) The graffiti is located on transportation infrastructure; or
 - (2) The removal of the graffiti would create a hazard for the person performing the removal
- (b) Prior to any enforcement or removal efforts by the city, the property owner shall be informed in writing that the city, at its sole expense, shall remove the graffiti from the owner's property, provided the property owner gives written permission for removal of the graffiti and releases the city, its contractors, and/or volunteer personnel from liability in the performance of the graffiti removal by completing a permission and release from liability form.
- (c) If the property owner gives written permission for the city to remove the graffiti, the city shall remove the graffiti at its sole expense. City will only paint or repair the area affected by graffiti and will not paint or repair any more expansive an area than where graffiti is located.
- (d) If the city provides notice in accordance with this article and the United States Postal Service returns the notice as "refused" or "unclaimed," or the property owner fails to respond to the city's offer on or before the 15th day after the date the property owner receives notice of the city's offer, the property owner shall be deemed to have declined the city's offer.
- (e) If the property owner declines the city's offer to remove the graffiti, the city shall serve the property owner with notice to remove the graffiti from the property on or before the 15th day after the date the property owner receives notice to remove the graffiti. Failure of the property owner to remove the graffiti as described herein is a violation of this section.

Sec. 26-297. - Notice.

- (a) The notice requirements of this article must be given:
 - (1) In writing and delivered to the owner in person; or
 - (2) By letter addressed to the owner at the property owner's address as contained in records of the appraisal district in which the property is located and sent certified mail, return receipt requested; or
 - (3) If service cannot be obtained under (1) or (2):

- a. By posting the notice on or near the front door of each building on the property to which the violation relates; or
- b. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates; or
- c. By publication at least once in a newspaper of general circulation in the city.

(b) Notice will be deemed to have been received:

- (1) For personal delivery, as of the date the notice was given personally to the owner;
- (2) For mailed notice, three (3) days after it was mailed;
- (3) For notice posted on the property, ten (10) days after notice was posted; or
- (4) For newspaper notice, ten (10) days after the notice is published.

Sec. 26-298. - Penalty.

- (a) Any person violating a provision of this article shall be guilty of a Class C misdemeanor if the damage is less than \$500.00.
- (b) An offense under this article shall be punishable:
 - (1) By a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for the first offense;
 - (2) By a fine of not less than two hundred dollars (\$200.00) and not more than five hundred fifty dollars (\$500.00) for the second offense; and
 - (3) By a fine of not less than three hundred dollars (\$300.00) and not more than five hundred dollars (\$500.00) for all subsequent offenses.

Sec. 26-299. - Filing of statement of expenses incurred.

Whenever expenses are incurred as a result of graffiti removal by the city per Section 26-296 (e), the city manager or his/her designee on behalf of the city, shall file a statement of the expenses incurred thereby with the county clerk. Such statement shall give the name of the property owner (if known), the legal description of the property, and the amount of expenses incurred.

Sec. 26-300. - Lien for and collection of expenses.

After the statement provided for in section 26-299 is filed, the city shall have a privileged lien on the lot or real estate upon which the graffiti was removed, to secure the expenses thereof. Such lien shall be subordinate to any previously recorded lien and to the rights of a purchaser or lender for value who acquires an interest in the property subject to the lien before the statement of expenses is filed as described by Section 26-299.

Sec. 26-301 - Defenses.

It is an affirmative defense to prosecution of this offense that the property owner:

- (1) Has removed graffiti from that particular property three (3) or more times within the preceding twelve (12) months, and
- (2) Has taken reasonable efforts to prevent the application of graffiti on that property.

Section 5. That Chapter 26 of the Code of Ordinances entitled “Environment”, is amended by adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302, which Article and Section to read as follows:

ARTICLE IX. - MAINTENANCE OF STORM WATER SYSTEMS.

Sec. 26-302. Responsibility. The property owner shall be responsible for continuous maintenance of all existing and new storm water systems including detention ponds, drainage easements, outfalls, and swales. Maintenance shall include but not be limited to the following: repair of any drainage structures, repair of side and bottom slopes to maintain engineered topography, repair of nonoperational pumps, flap gates, pipes and associated hardware, reestablishment of lost vegetation, continuous removal of trash and debris, regular mowing of grass (in accordance with Article IV of this code), removal of trees and shrubs, extermination of rodent and mosquito populations, and repair of all aeration devices.

Noncompliance. Any facility found not to be maintained shall be subject to the penal provisions contained in this ordinance. Notice of such noncompliance shall be served to the property owner at the address as contained in records of the appraisal district in which the property is located.

Secs. 26-303—26-320. - Reserved.

Section 6. With the exception of Section 26-298 of this Ordinance, a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 7. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 8. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged

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

Section 9. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 3rd day of August, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 14th day of September, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD

Chapter 26 Updates Sanitary Nuisances, Graffiti, & Maintenance of Storm Water Systems



Nuisance Ordinance Update

- State Law Reference – Texas Health and Safety Code 341 Minimum Standards of Sanitation and Health Protection Measures
- Other nuisance ordinances
 - Grass, Weeds, Brush, Rubbish
 - Junked Vehicles
 - Litter
 - Oil and Gas



Outdated Sanitary Nuisance References

Ord. 38
1964

(1) The act of expectorating or spitting of mucous, or saliva, or saliva mixed with tobacco, or secretions from the nose or air passages, or the remains of any chewed or partly chewed tobacco or snuff, or the remnant of any partially chewed or smoked cigar or cigarette upon any sidewalk, public building, street car, or public vehicle, place or building or public resort within the corporate limits of the city.

(m) The act of hauling, carrying or transporting any meat or slaughtered or dead animals or fish through the streets of the city without having the same entirely covered, screened and protected from dust and public view.

(v) The act of allowing any privy to become dilapidated or out of repair so that any person within or the contents thereof may be exposed to view; the act of constructing or keeping on the premises any privy, or the contents thereof are exposed to view, or can be seen from any street or public places; the act of discharged or causing to be discharged into any street, alley, public thoroughfare, or other places or upon the premises belonging to any other person the contents of such privy.



Offensive Conditions Defined

- Swimming pools
- Rubbish
- Insects
- Unsanitary conditions
- Stagnant water
- Odor
- Drainage
- Nuisance



Graffiti

- Reduces property values
- Invites vandalism, additional graffiti and other criminal activities
- Produces urban blight
- Graffiti defined – any unauthorized painting, scratching, writing or inscription, including initials, slogans, symbols or drawings, that has been applied to any wall, building, fence, windows, sign or other structure or surface, which is visible from: (1) any public property, (2) any public right-of-way, or (3) another person's property. Graffiti does not include any of the foregoing that is placed on the property in compliance with any applicable city ordinance, state or federal law.



Steps for Graffiti Removal

- **Obtain owner consent to remove graffiti**
 - Remove, if consent is received (at City expense)
- **If owner consent is not received, issue notice to owner**
 - Owner removes graffiti at their expense with XX days
 - City removes graffiti and can file a lien for the cost of removal

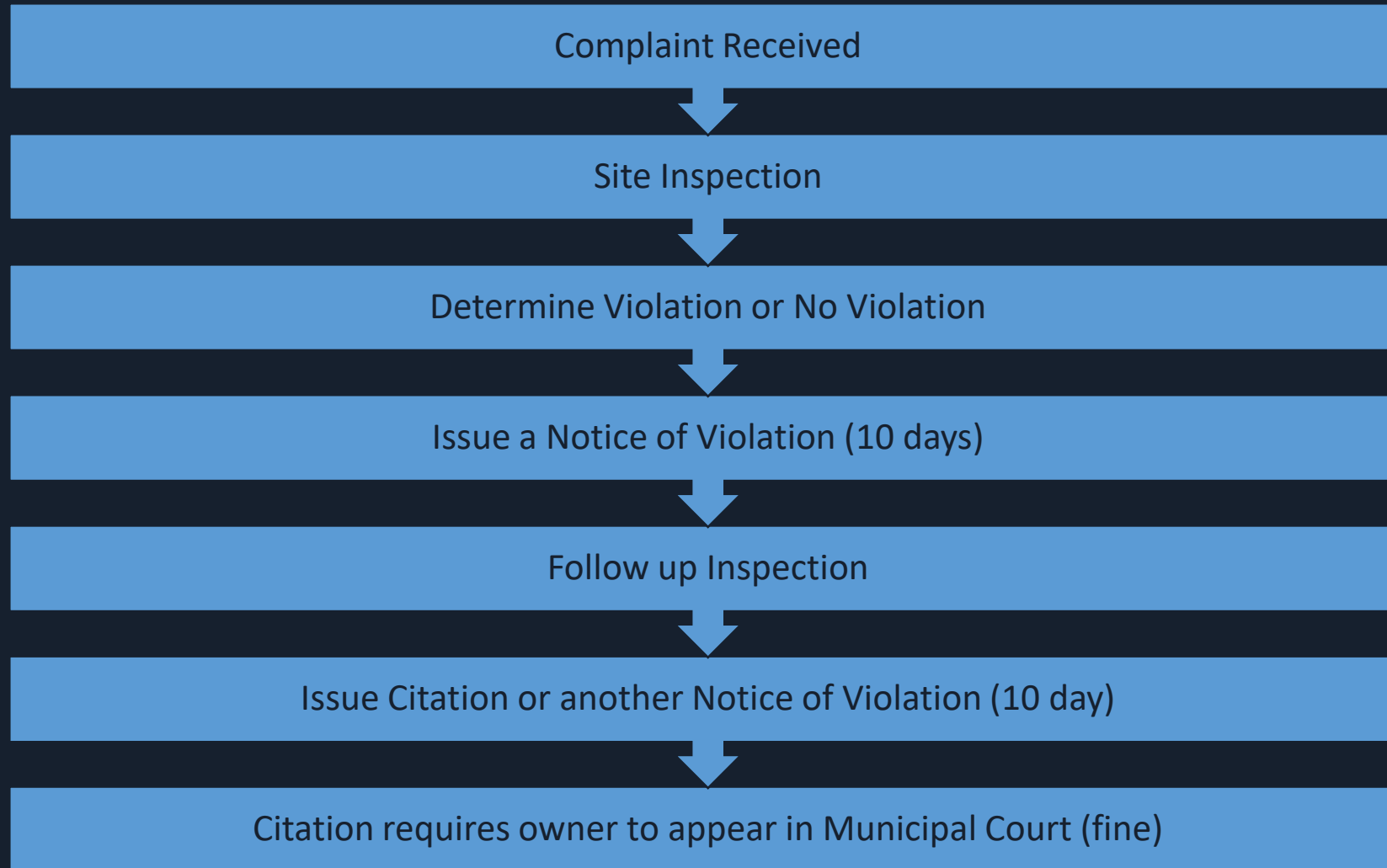


Maintenance of Storm Water Systems

- Installation of systems is required per Design Criteria Manual
- Requires property owners to maintain storm water systems including detention ponds, drainage easements, outfalls and swales.
- Includes repair of any drainage structures, repair of side and bottom slopes to maintain engineered topography, repair of nonoperational pumps, flap gates, pipes and associated hardware, reestablishment of lost vegetation, continuous removal of trash and debris, regular mowing of grass, removal of trees and shrubs, extermination of rodent and mosquito populations, and repair of aeration devices.



Code Enforcement Process



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: September 14, 2020

Date submitted: 7/21/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-33: First reading of an ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – “Zoning,” by amending the zoning classification for a tract or parcel located at 801 West Parkwood Avenue containing 6.3951 acres of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County map records and being all of a 2.009 acre homestead tract of land described in Galveston County Clerk's File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres); 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.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning on this tract from Single Family Residential (SFR) to Community Shopping Center (CSC) and Office Park District (OPD) for future commercial development.

This property fronts FM 528 and is located between another commercial development and Chigger Creek.

The rear of the tract would be zoned OPD to allow for less intense uses that are closer to the residential properties that are adjacent to the subject property. Additionally, it is the intent of the developer to place the detention pond at the back of the property to also serve as a buffer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Vision 2020 plan determined that a balance of 80 percent residential zoning would need to be supported by 20 percent commercial zoning. That plan also identified the need for more retail and office zoning, rather than industrial zoning.

The FM 528 Strategy Final Report states, “The FM 528 Corridor provides more opportunities for future commercial development, particularly for retail businesses, than any other place in the City. Retail businesses' preferred location is usually influenced by high traffic areas, corner sites, pedestrian foot

traffic, neighboring retailers nearby, and community demographics.”

RECOMMENDATIONS

The Planning and Zoning Commission voted 4 to 1 (Commissioner Clark opposed; Commissioners Hinckley and Perry were absent) to approve the zone change request referenced above.

ATTACHMENTS

1. Ord 2020-33 801 W Parkwood Ave Zone Change
2. Ord 2020-33 Exhibit A

ORDINANCE NO. T2020-33

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL LOCATED AT 801 WEST PARKWOOD AVENUE CONTAINING 6.3951 ACRES OF LAND BEING THE REMAINDER OF A 19 ACRE TRACT OF LAND BEING THE NORTHWEST ½ OF LOTS 2 & 3, WHITNEY SUBDIVISION, ACCORDING TO THE MAP OR PLAT RECORDED IN PLAT REC. 5, MAP NO. 6 OF THE GALVESTON COUNTY MAP RECORDS AND BEING ALL OF A 2.009 ACRE HOMESTEAD TRACT OF LAND DESCRIBED IN GALVESTON COUNTY CLERK’S FILE NO. 8204830 IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM SINGLE-FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC; 4.3025 ACRES) AND OFFICE PARK DISTRICT (OPD; 2.0926 ACRES); 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.

* * * * *

WHEREAS, Manison Family Living Trust represented by Ruth Ann Manison, is the Owner of the tract located at 801 West Parkwood Avenue, also known as a 6.3951 acre tract of land being the remainder of a 19 acre tract of land being the Northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records and being all of a 2.009 acre Homestead tract of land described in Galveston County Clerk’s File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas, as also depicted in Exhibit “A” incorporated herein by reference, (the “Property”); and

WHEREAS, the Owner previously made application to the City to change the zoning

classification of the Property from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision

for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached Exhibit “A”, from Single-Family Residential (SFR) to Community Shopping Center (CSC; 4.3025 acres) and Office Park District (OPD; 2.0926 acres), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 14th day of September, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 5th day of October, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit "A"

1. Application
2. Deed
3. Metes & Bounds Description
4. Rezoning Exhibit
5. Aerial Map
6. Location Map
7. Zoning Map



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Single Family Residential

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: CSC & OPD☐ Specific Use Permit Option 1☐ Planned Unit Development Option 1☐ Specific Use Permit Option 2☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 801 W. Parkwood Ave

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Manison Family Living Trust Phone: 713-882-4655Owner's Mailing Address: 105 Hunters Lane, Ste 108ACity: Friendswood State: TX Zip: 77546 Fax: _____Owner's Email Address: ruthann@prince-properties.comAGENT'S NAME: Kelly Best Phone: 713-510-9411Agent's Mailing Address: 11700 Katy Freeway, Suite 800City: Houston State: TX Zip: 77079 Fax: _____Agent's Email Address: kelly.best@kimley-horn.com

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

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

Owner's Signature: *Ruth Ann Manison, Successor Trustee* Date: 07/09/2020Agent's Signature: *Kelly Best* Date: 07/19/2020

Received By: *Becky Binnitt*
 Date of Public Hearing: 8-13 + 9-7
 Property Owner Notices: 7-31

Application Number: 2020-0029
 Received Date: 7-10-2020
 Newspaper Notice: 7-20
 Sign on Property: 7-31

Submittal Requirements for Zone Change Applications

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

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

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

☒ Current Deed of Record

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

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Rex Clawson, Trustee, of Harris County, Texas, hereinafter called Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor paid by Thomas A. Manison, hereinafter called Grantee, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Grantee, of Galveston County, Texas, all that certain tract or parcel of land situated in Galveston County, Texas, described as follows:

Part of the Northwest 1/2 of Lots 2 and 3 of the Whitney Subdivision, a subdivision of a portion of the Sarah McKissick or J. R. Williams League, in Galveston County, Texas, and being more particularly described by metes and bounds as follows: BEGINNING at a point in the Southwest line of said Lot 3, which point is North 45 deg. West, a distance of 625.05 feet from the South corner of said Lot 3; THENCE from said beginning point North 45 deg. West, along the Southwest line of said Lot 3, a distance of 625.05 feet to a point in the Southeast right of way line of Farm Road 528; THENCE North 45 deg. East, along the Southeast right of way line of said FM 528, a distance of 1327 feet to a point for corner in the Northeast line of said Lot 2; THENCE South 45 deg. East, along the Northeast line of said Lot 2, a distance of 625.05 feet to a point for corner; THENCE South 45 deg. West and parallel to the Southeast line of said Lots 2 and 3, a distance of 1327 feet to the place of beginning; said land being the same land conveyed to Rex Clawson, Trustee, by deed dated the 12th day of April, 1971;

and all of which said land was purchased by the undersigned as Trustee solely for the use and benefit of the said Thomas A. Manison, Grantor herein; to have and to hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs and assigns forever; and I do hereby in my capacity as Trustee, and not individually, agree to warrant and forever defend all and singular, the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 12th day of June, 1971.

Rex Clawson
REX CLAWSON, Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Rex Clawson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of May, 1971.

Howard N. Shelton
Notary Public in and for
Harris County, Texas

2

NA 16 14623-09-00073

AFFIDAVIT OF HEIRSHIP

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF GALVESTON

§

BEFORE ME, the undersigned authority, on this day personally appeared Brad Wolfe ("Affiant") who, being first duly sworn upon his oath states:

1 "My name is Brad Wolfe, and I live at 404 Stonewall, League City, Texas 77573 I am personally familiar with the family and marital history of Thomas Arthur Manison ("Decedent"), and I have personal knowledge of the facts stated in this affidavit.

2. I knew Decedent from May, 1970 until September, 2000. Decedent died on September 3, 2000. Decedent's place of death was at his residence. At the time of Decedent's death, Decedent's residence was 401 W. Parkwood Drive n/k/a 801 W Parkwood Drive, Friendswood, Galveston County, Texas

3 Decedent's marital history was as follows: Decedent married one time Decedent married Marjorie J Robinson Manison on November 26, 1961 and remained married to her until Decedent's death on September 3, 2000

4. Decedent and Marjorie J Robinson Manison had the following three children. Ruth Ann Manison Prince, Karen Sue Manison Daly and Thomas Arthur Manison, Jr (deceased).

5 Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children

6 The following persons have knowledge regarding the Decedent, the identity of Decedent's children, if any, parents, or siblings, if any

7 The Decedent died without leaving a written will.

8 There has been no administration of Decedent's estate.

9. The Decedent left no debts that are unpaid.

10. There are no unpaid estate or inheritance taxes due

11 Decedent owned an interest in the following real property

Lot 10, Block 1, Replat of Annalea, Section One, a subdivision in Galveston County, Texas, according to the map recorded in Volume 1616, Page 21, Map/Plat Records, Galveston County, Texas

12 The following were the heirs of Decedent Marjorie Robinson Manison



2 PGS

200901779

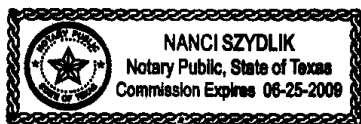
13 Affiant makes this Affidavit with full knowledge that it will be relied upon by others as to the truth of the matters stated herein "

Executed this 18th day of March, 2009

Brad Wolfe
Brad Wolfe

STATE OF TEXAS §
COUNTY OF Galveston §

SUBSCRIBED AND SWORN TO BEFORE ME by Brad Wolfe, on March 18, 2009, to certify which witness my hand and seal of office.



Nanci Szydluk
NOTARY PUBLIC, STATE OF TEXAS
Nanci Szydluk
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES

06-25-2009

Return To:
North American Title Company
230 Westway Place, Suite 111
Arlington, TX 76018

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2009017779

April 03, 2009 10 17 56 AM

FEE \$20 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

AFFIDAVIT OF HEIRSHIP - Page 2
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27011-26 3/16/2009

2
HALL 14623-09-00073

AFFIDAVIT OF HEIRSHIP

STATE OF TEXAS
COUNTY OF GALVESTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, on this day personally appeared Leonor Olivares ("Affiant") who, being first duly sworn upon her oath states

1. "My name is Leonor Olivares, and I live at 206 Rachael Lane, Friendswood, Texas. I am personally familiar with the family and marital history of Thomas Arthur Manison ("Decedent"), and I have personal knowledge of the facts stated in this affidavit

2 I knew Decedent from May, 1972 until _____, _____
Decedent died on September 3, 2000. Decedent's place of death was at his residence. At the time of Decedent's death, Decedent's residence was 401 W Parkwood Drive n/k/a 801 W Parkwood Drive, Friendswood, Galveston County, Texas

3 Decedent's marital history was as follows. Decedent married one time. Decedent married Marjorie J. Robinson Manison on November 26, 1961 and remained married to her until Decedent's death on September 3, 2000

4 Decedent and Marjorie J. Robinson Manison had the following three children: Ruth Ann Manison Prince, Karen Sue Manison Daly and Thomas Arthur Manison, Jr (deceased)

5 Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children.

6. The following persons have knowledge regarding the Decedent, the identity of Decedent's children, if any, parents, or siblings, if any _____

7 The Decedent died without leaving a written will

8 There has been no administration of Decedent's estate

9 The Decedent left no debts that are unpaid

10 There are no unpaid estate or inheritance taxes due

11 Decedent owned an interest in the following real property

Lot 10, Block 1, Replat of Annalea, Section One, a subdivision in Galveston County, Texas, according to the map recorded in Volume 1616, Page 21, Map/Plat Records, Galveston County, Texas

12 The following were the heirs of Decedent: Marjorie Robinson Manison.



2 PGS

2009017780

13 Affiant makes this Affidavit with full knowledge that it will be relied upon by others as to the truth of the matters stated herein "

Executed this 24 day of March, 2009

Leonor P Olivares
Leonor Olivares

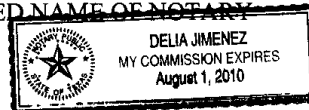
STATE OF TEXAS §
COUNTY OF Harris §

03 24 09 SUBSCRIBED AND SWORN TO BEFORE ME by Leonor Olivares, on
2009, to certify which witness my hand and seal of office

Delia Jimenez
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES

PRINTED NAME OF NOTARY



Return To:
North American Title Company
230 Westway Place, Suite 111
Arlington, TX 76018

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2009017780

April 03, 2009 10 17 56 AM

FEE \$20 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

AFFIDAVIT OF HEIRSHIP – Page 2
Dallas_1\5346214\1
27011-26 3/16/2009

**6.3951 acres of land in the Sarah McKissick League, Abstract No. 151,
City of Friendswood, Galveston County, Texas**

A FIELD NOTE DESCRIPTION of a 6.3951 acre (278,570 square feet) tract of land in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 6.3951 acre tract being the remainder of a 19 acre tract of land being the northwest 1/2 of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records, conveyed to Thomas A. Manison, as recorded in Volume 2183, Page 390 of the Galveston County Deed Records and being all of a 2.009 acre Homestead tract of land described in Galveston County Clerk's File No. 8204830; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the southeast right-of-way line of F.M. 528 (Parkwood Avenue) (width varies), as recorded in Galveston County Clerk's File No. 9128468 and in the northeast line of Replat of Fox Meadows Section One, according to the map or plat recorded in Plat Rec. 15, Map No. 12 of the Galveston County Map Records for the west corner of a 1.6875 acre tract of land conveyed to Clear Creek Drainage District of Galveston County, as recorded in Galveston County Clerk's File No. 9141431;

THENCE, North 41° 40' 25" East – 162.05 feet with the southeast right-of-way line of said F.M. 528 and with the northwest line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of said 1.6875 acre tract and for the west corner and POINT OF BEGINNING of this tract; from which a 5/8-inch iron rod found bears South 77° 11' 09" West – 1.55 feet;

THENCE, North 41° 40' 25" East - 222.16 feet with the southeast right-of-way line of said F.M. 528 to a 5/8-inch iron rod with cap stamped "TEAM" set for the beginning of a non-tangent curve to the right;

THENCE, in a northeasterly direction with the southeast right-of-way line of said F.M. 528 and with said curve to the right having a radius of 22,843.31 feet, a central angle of 00° 44' 31", a length of 295.86 feet, and a chord bearing North 42° 01' 21" East - 295.86 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the west corner of Lot 1, Block 1, South Friendswood Plaza, according to the map or plat recorded in Plat Rec. 2005A, Map No. 107 of the Galveston County Map Records for the north corner of this tract; from which a 5/8-inch iron rod spinner bears South 66° 48' 15" West – 5.85 feet; also from which a 5/8-inch iron rod spinner found bears North 12° 45' 33" West – 3.32 feet;

THENCE, South 48° 16' 47" East - 49.10 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap found for angle point of said Lot 1 and for an angle point of this tract;

THENCE, South 69° 17' 24" East - 124.99 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said Lot 1 and for an east corner of this tract;

THENCE, South 41° 41' 10" West - 10.36 feet with a northwest line of said Lot 1 to a 5/8-inch iron rod found for a southwest corner of said Lot 1, for a north corner of said 2.009 acre tract and for an interior corner of this tract;

THENCE, South 83° 10' 45" East - 72.27 feet with a southwest line of said Lot 1 and with the northeast line of said 2.009 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an angle point of said Lot 1, for an angle point of said 2.009 acre tract and for an angle point of this tract;

THENCE, South 47° 11' 12" East – 267.40 feet with the southwest line of said Lot 1, with a southwest line of Hunters Creek Estates Private, according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records and with the northeast line of said 2.009 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of Lot 24, Block 2, of said Hunters Creek Estates Private, for the east corner of said 2.009 acre tract and for the east corner of this tract;

THENCE, South 41° 39' 13" West – 297.95 feet with the northwest line of Block 2 of said Hunters Creek Estates Private and with the southeast line of said 2.009 acre tract to a 5/8-inch iron rod found for an angle point of said Block 2, for the south corner of said 2.009 acre tract, and for an angle point of this tract;

THENCE, South 49° 21' 02" West – 282.29 feet with the northwest line of said Block 2 to a 5/8-inch iron rod found for the east corner of said 1.6875 acre tract and for the south corner of this tract;

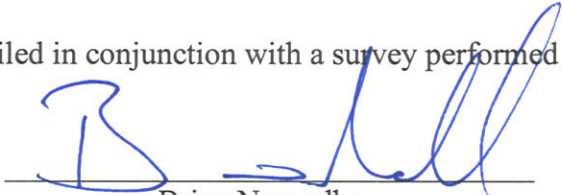
THENCE, in a northwesterly direction with the northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,993.83 feet, a central angle of 06° 27' 50", a length of 337.75 feet, and a chord bearing North 53° 56' 16" West - 337.57 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said 1.6875 acre tract and for a west corner of this tract;

THENCE, North 39° 17' 39" East - 25.00 feet with a southeast line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an east corner of said 1.6875 acre tract and for an interior corner of this tract;

THENCE, in a northwesterly direction with a northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,968.83 feet, a central angle of 02° 18' 37", a length of 119.71 feet, and a chord bearing North 49° 33' 03" West - 119.70 feet to the POINT OF BEGINNING and containing 6.3951 acres (278,570 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 487-32
W:\487-32_TRACT.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



LINE	BEARING	DISTANCE
L1	S 48°16'47" E	49.10'
L2	S 41°41'10" W	10.36'
L3	S 83°10'45" E	72.27'
L4	N 39°17'39" E	25.00'

NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.

2.) THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. DEED INFORMATION SHOWN HEREON WAS RESEARCHED AND PROVIDED BY TITLE HOUSTON HOLDINGS COMPANY.

3.) THE CERTIFICATE SHOWN HEREON IS VALID ONLY IF THIS DOCUMENT CONTAINS AN ORIGINAL STAMPED OR IMPRESSION SEAL AND SIGNATURE OF THE SURVEYOR. SAID CERTIFICATION SHALL NOT APPLY TO ANY COPIES OR ALTERED ORIGINALS.

4.) THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE "COMMITMENT FOR TITLE INSURANCE" ISSUED BY TITLE HOUSTON HOLDINGS COMPANY ON MAY 20, 2020, EFFECTIVELY DATED 1/1/2020. THIS SURVEY IS FOR 1997-H, AND IS RELIED UPON FOR PURPOSES THEREOF.

5.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR GALVESTON COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48167-C-0014 G EFFECTIVELY DATED AUGUST 15, 1979, THIS PROPERTY LIES WITHIN ZONE "X". ZONE "X" IS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, PARTIALLY IN SHADEN ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, AND PARTIALLY IN ZONE "AE", SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD EVENT WITH BASE FLOOD ELEVATIONS DETERMINED.

6.) A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS SURVEY.

7.) ALL RODS SET ARE 5/8" IRON RODS WITH CAPS
STAMPED: T.E.A.M. - 281-491-2525.

8.) THIS TRACT OF LAND WAS SURVEYED IN THE FIELD ON JUNE 19, 2020. ANY CHANGES MADE AFTER THIS DATE ARE NOT SHOWN HEREON.

9.) ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN HEREON. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE SHOWN PER RECORD DRAWINGS AND ABOVE GROUND EVIDENCE; SIZES, DEPTHS, AND LOCATIONS MAY VARY. FOR THE LOCATION OF ANY ADDITIONAL UTILITIES THAT MAY EXIST, PLEASE CALL THE "TEXAS ONE CALL" LOCATING SERVICE.

10.) THERE ARE NO PAINTED PARKING STRIPES ON THIS SITE.

11.) THIS SITE LIES WITHIN CITY OF FRIENDSWOOD, GALVESTON COUNTY, A JURISDICTION THAT HAS ZONING. THIS SITE LIES IN THE SINGLE-FAMILY RESIDENTIAL DWELLING DISTRICT.

12.) AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK AND/OR BUILDING CONSTRUCTION ON THE SUBJECT TRACT.

TITLE HOUSTON HOLDINGS COMPANY			
G.F. NO.: TH20205497-H		EFFECTIVE: MAY 7, 2020 ISSUED: MAY 20, 2020	
SCHEDULE 'B' ITEM NO.	RECORDING INFORMATION	DESCRIPTION	ENCUMBRANCE
10 b.	VOL. 321, PG. 492; G.C.D.R.	WHITE OIL COMPANY PIPELINE EASEMENT	BLANKET EASEMENT (AFFECTS TRACT (NO VISIBLE EVIDENCE OF PIPELINES WAS FOUND ON THIS TRACT)
10 c.	VOL. 599, PG. 340; G.C.D.R.	TEXAS PIPELINE COMPANY EASEMENT	DOES NOT APPEAR TO AFFECT (NO VISIBLE EVIDENCE OF PIPELINES WAS FOUND ON THIS TRACT)
10 d.	VOL. 1431, PG. 594; G.C.D.R. VOL. 1507, PG. 169; G.C.D.R.	R.O.W. EASEMENT	R.O.W. NOT DEFINED (AFFECTS TRACT)
10 e.	VOL. 1783, PG. 750; G.C.D.R.	HUMBLE PIPELINE COMPANY EASEMENT	DOES NOT AFFECT (SOUTH OF SITE)
10 f.	VOL. 1805, PG. 176; G.C.D.R.	HUMBLE PIPELINE COMPANY EASEMENT	DOES NOT AFFECT (SOUTHWEST OF SITE)
10 g.	VOL. 2613, PG. 870; G.C.D.R.	10' SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT	AS SHOWN

REPLAT OF FOX MEADOWS SECTION ONE
(PLAT REC. 15, MAP NO. 12; G.C.M.R.)

6.3951 ACRES
(278,570 SQ. FT.)

THOMAS A. MANISON
REMAINDER OF 19 ACRES
(VOL. 2183, PG. 390; G.C.D.R.)

$\Delta = 2^{\circ}18'37''$
 $R = 2,968.83'$
 $L = 119.71'$
 $W = 119.70'$

$\Delta = 6^{\circ}27'50''$
 $R = 2,993.83'$
 $L = 337.75'$
 $CH=N \ 53^{\circ}56'16'' \ W - 337.57'$

SARAH McKISSICK LEAGUE
ABSTRACT NO. 151

SOUTH FRIENDSWOOD PLAZA
(PLAT REC. 2005A, MAP NO. 107; G.C.M.R.)

HUNTERS CREEK ESTATES PRIVATE
(PLAT REC. 2009A, MAP NO. 11; G.C.M.R.)

HUNTERS CREEK ESTATES PRIVATE
(PLAT REC. 2009A, MAP NO. 11; G.C.M.R.)

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LEGEND

VC	- AIR CONDITIONER
BC	- BRICK CUDLUM
BD	- BOLLARD
BGV	- BLOW OFF VALVE
BWF	- BARBED WIRE FENCE
CBL	- CINDER BLOCK WALL
CL	- CABLE LINK FENCE
CWS	- CRUSHED LIMESTONE
CD	- CLEAN OUT
CDNC	- CONCRETE
DG	- CABLE PEDESTAL
DYS	- DAWN GUY
DD	- DASHED YELLOW STRIPE
ED	- ELECTRIC BOX
ELEC	- ELECTRIC
FF	- FINISHED FLOOR
FD	- FIRE HYDRANT
FL	- FLOW LINE
FND	- FOUND
G	- GUTTER
GT	- GRATE INLET
GM	- GAS METER
GV	- GATE POST
G	- GAS VALVE
C. C. F. F.	- GALVESTON COUNTY CLERK'S FILE
C. D. R.	- GALVESTON COUNTY DEED RECORDS
H	- HARDWARE
HWF	- HOG WIRE FENCE
IP	- IRON PIPE
IR	- IRON ROD
LS	- LIGHT STANDARD
MH	- MAILBOX
MB	- MANHOLE
MS	- OVERHEAD POWER LINE
PF	- PIN FLAG
PLM	- PIPELINE MARKER
P. D. B.	- POINT OF BEGINNING
P. D. C.	- POINT OF COMMENCEMENT
PP	- POWER POLE
PS	- PEBBLE STONE
REC	- REINFORCED CONCRETE PIPE
REC	- RECORD
R. D. W.	- RIGHT OF WAY
SA	- SANITARIAN
SO. FT.	- SQUARE FEET
SWL	- STREET LIGHT
STM	- STORM
STL	- SOLID WHITE STRIPE
TBT	- SOUTHWESTERN BELL TELEPHONE
SWM	- TEMPORARY BENCHMARK
TD	- TOP OF CURB
TG	- TOP OF GRATE
TDV	- TOP OF VALVE
TPD	- TRAFFIC SIGNAL PULL BOX
TRANS	- TRANSFORMER
W	- TOP OF WALL
VERT	- VERTICAL
VW	- VACUUM RELEASE VALVE
V	- WITH
WDF	- WOOD FENCE
WF	- WATER FAUCET
WIF	- WROUGHT IRON FENCE
WM	- WATER METER
WV	- WATER VALVE
(NW)	- NOT FIELD VERIFIED

BENCHMARK:
HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO.
010095 IS A METAL ROD STAMPED "HCCSD 54
1986" LOCATED IN GRASS LAWN AT THE
NORTHWEST CORNER OF THE PARKING LOT OF THE
CLEAR CREEK DRAINAGE DISTRICT OFFICE AT 1301
PARKWOOD (FM 528); IN THE CLEAR CREEK
WATERSHED, KEY MAP NO. 656 M.
ELEVATION = 29.43' (NAVD 1988, 2001
ADJUSTMENT)

TBM A:
TXDOT DISK W/ HOLE PUNCH FOUND AT THE
INTERSECTION OF W. PARKWOOD AVENUE (FM 528)
AND WINDSOR DRIVE, AS SHOWN.
ELEVATION = 23.82'

TBM B:
BOX CUT X ON CURB NORTH OF SITE, AS SHOWN.
ELEVATION = 25.71'

TEXAS ENGINEERING AND MAPPING CO.

12718 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: 281.491.2525 FAX: 281.491.2535

Surveying Firm No. 10119000 / Engineering Firm No. F-2906

ALTA / NSPS LAND TITLE AND
TOPOGRAPHIC SURVEY
OF

A 6.3951 ACRE (278,570 SQ. FT.) TRACT OF LAND
OUT OF LOTS 2 & 3, WHITNEY SUBDIVISION,
(PLAT REC. 5, MAP NO. 6; G.C.M.R.)
IN THE SARAH McKISSICK LEAGUE,
ABSTRACT NO. 151,
CITY OF FRIENDSWOOD,
GALVESTON COUNTY, TEXAS

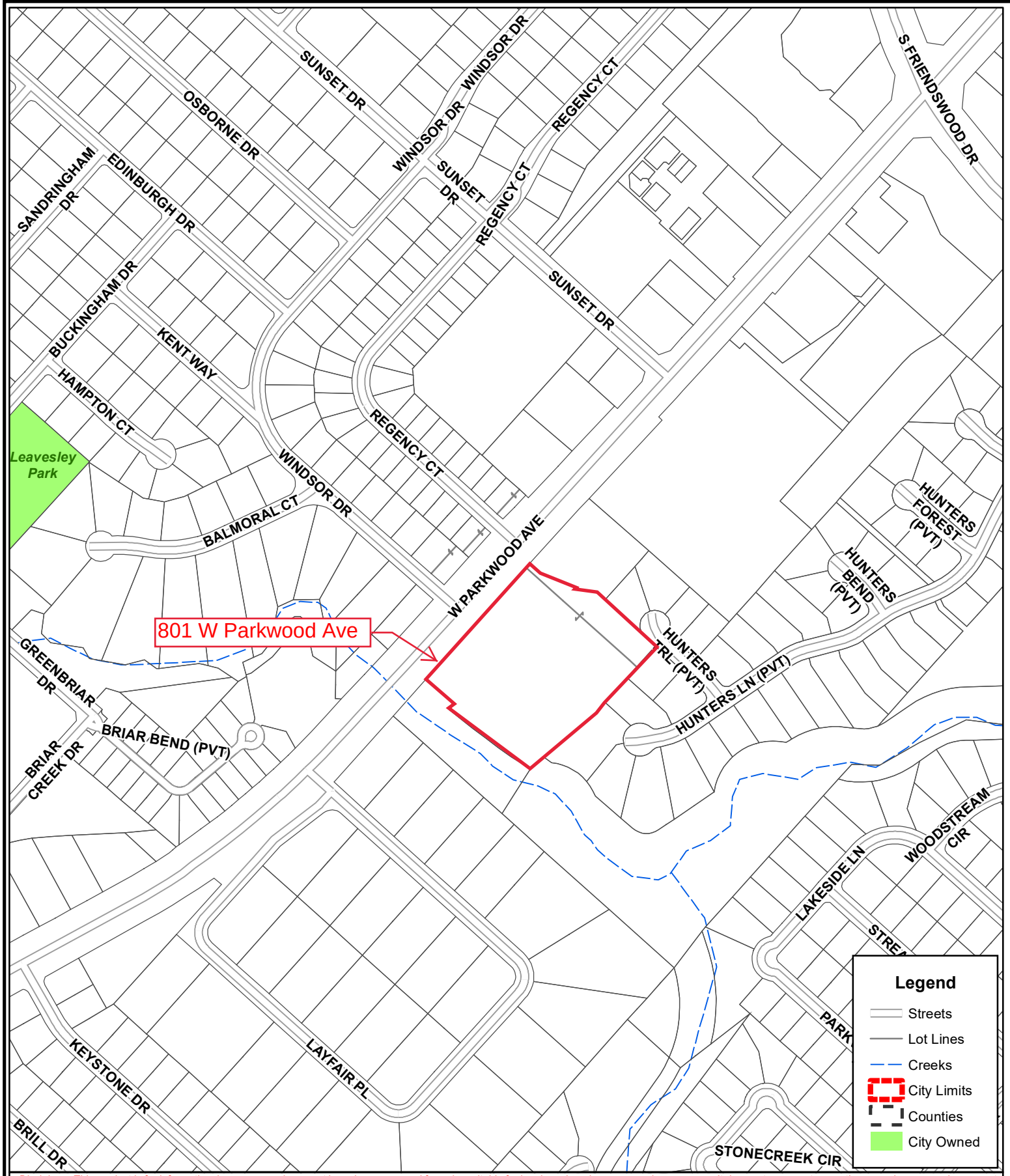
CREW: RL	DRAWN BY: RCA	CALC. BY: BSN	CK.BY: BSN
DATE: 6/26/20	SCALE: 1"=50'	KEY MAP: 657 L	JOB.NO.: 487-32

To: Manison Family Living Trust,
Virgata Property Company, a Texas limited liability company,
Title Houston Holdings Company.

This is to certify that this map or plot and the survey on which it is based were made in accordance with The 2016 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes items 1,2,3,4,5,6(a),7(b)(1),8,11,13,14,16, & 20 of Table A thereof. The field work was completed on June 19, 2020.

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776





801 W Parkwood Ave

Legend

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

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



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

Friendswood GIS Mapping





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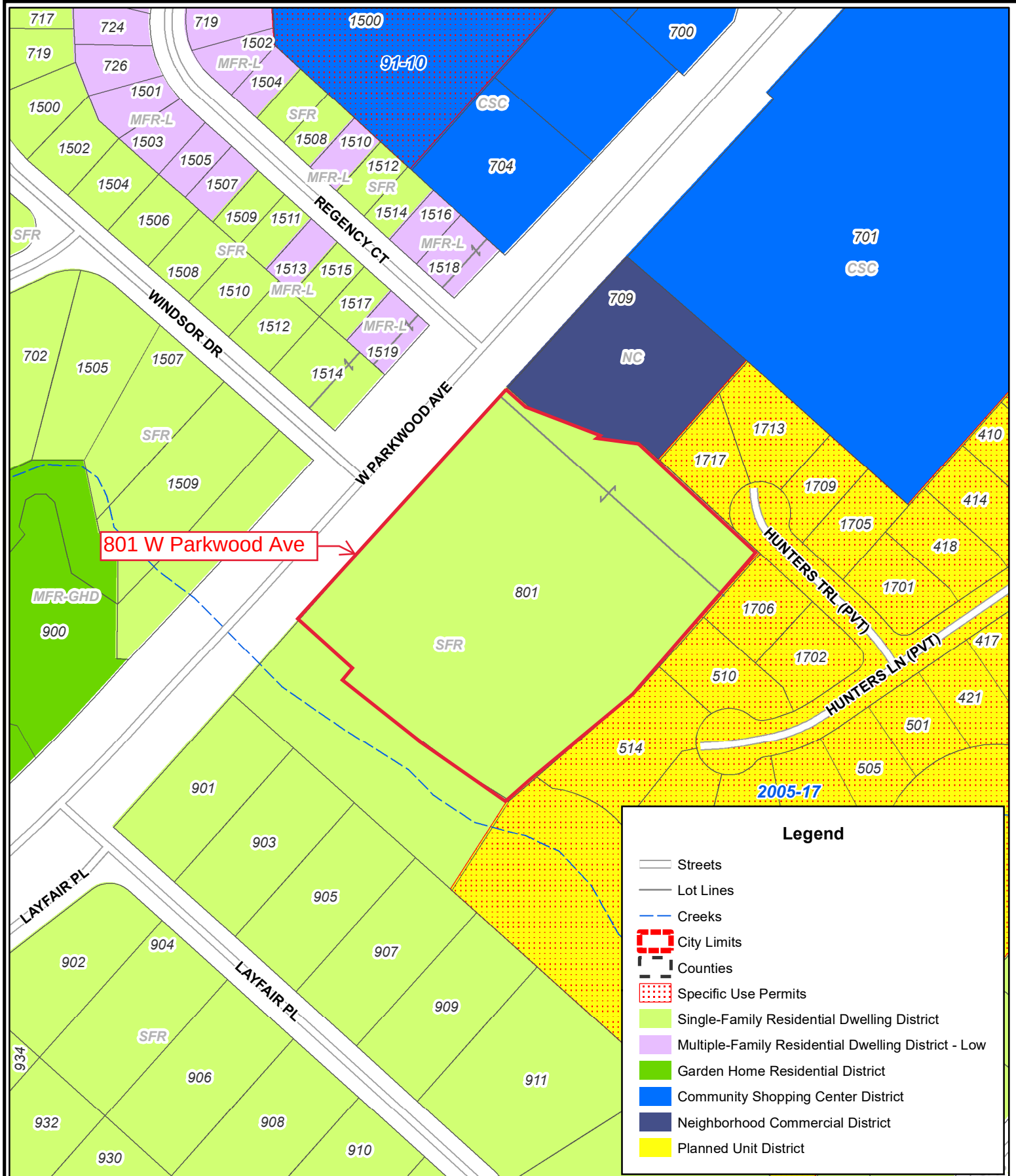


City of Friendswood
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Friendswood GIS Mapping



1" = 207'
 Page 303 of 500



801 W Parkwood Ave

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties
- Specific Use Permits
- Single-Family Residential Dwelling District
- Multiple-Family Residential Dwelling District - Low
- Garden Home Residential District
- Community Shopping Center District
- Neighborhood Commercial District
- Planned Unit District

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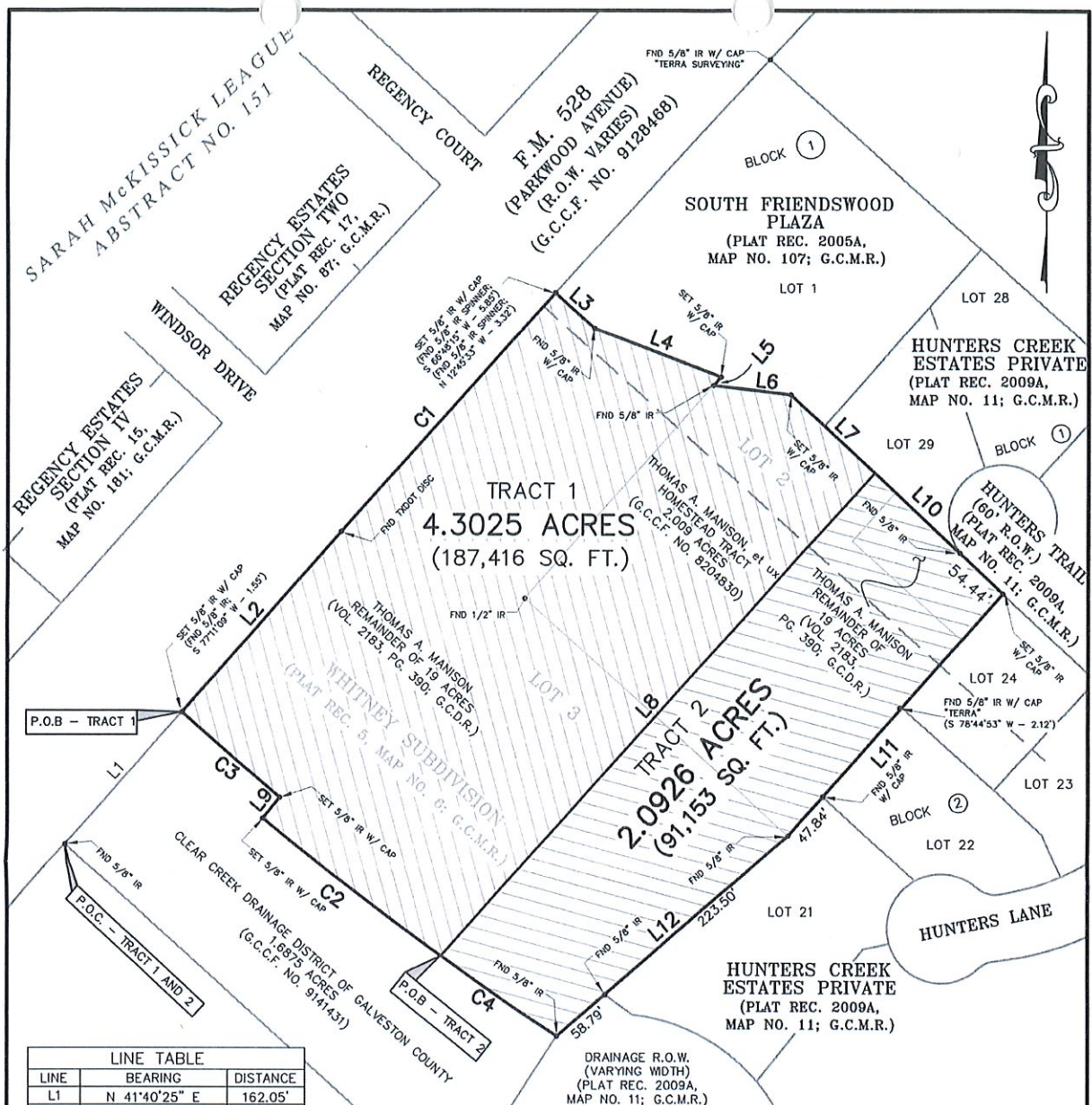
City of Friendswood
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Friendswood GIS Mapping



1" = 207'
 Page 304 of 500





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 41°40'25" E	162.05'
L2	N 41°40'25" E	222.16'
L3	S 48°16'47" E	49.10'
L4	S 69°17'24" E	124.99'
L5	S 41°41'10" W	10.36'
L6	S 83°10'45" E	72.27'
L7	S 47°11'12" E	105.29'
L8	S 42°07'10" W	598.18'
L9	N 39°17'39" E	25.00'
L10	S 47°11'12" E	162.11'
L11	S 41°39'13" W	297.95'
L12	S 49°21'02" W	282.29'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°44'31"	22,843.31'	295.86'
C2	3°58'14"	2,993.83'	207.47'
C3	2°18'37"	2,968.83'	119.71'
C4	2°29'36"	2,993.83'	130.28'

DRAINAGE R.O.W.
(VARYING WIDTH)
(PLAT REC. 2009A,
MAP NO. 11; G.C.M.R.)

LEGEND

- FND - FOUND
- G.C.C.F. - GALVESTON COUNTY CLERK'S FILE
- G.C.D.R. - GALVESTON COUNTY DEED RECORDS
- G.C.M.R. - GALVESTON COUNTY MAP RECORDS
- IP - IRON PIPE
- IR - IRON ROD
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- REC. - RECORD
- R.O.V. - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- W/ - WITH

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.
- 2.) METES-AND-BOUNDS DESCRIPTIONS WERE COMPILED IN CONJUNCTION WITH THIS SURVEY.
- 3.) ALL RODS SET ARE 5/8" IRON RODS WITH CAPS STAMPED: T.E.A.M. - 281-491-2525.
- 4.) IMPROVEMENTS ARE NOT SHOWN HEREON.

I, Brian Nesvadba, a Registered Professional Land Surveyor of the State of Texas, hereby certify that the above plat correctly represents the facts found at the time of the survey made on the ground under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyors' Standards and Specifications for a Category 1B, Condition II, Survey.



B. Nesvadba
Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

STANDARD LAND SURVEY
OF
A 4.3025 ACRE (187,416 SQ. FT.) TRACT OF LAND
AND A 2.0926 ACRE (91,153 SQ. FT.) TRACT OF LAND
OUT OF LOTS 2 & 3, WHITNEY SUBDIVISION,
(PLAT REC. 5, MAP NO. 6; G.C.M.R.)
IN THE SARAH MCKISSICK LEAGUE,
ABSTRACT NO. 151,
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

TEXAS ENGINEERING AND MAPPING CO.
12718 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: 281.491.2525 FAX: 281.491.2535
www.team-civil.com
Surveying Firm No. 10110000 / Engineering Firm No. F-2008

DATE: 07/08/20 JOB NO.: 487-32 SCALE: 1"=100'

July 8, 2020

Tract 1

**4.3025 acres of land in the Sarah McKissick League, Abstract No. 151,
City of Friendswood, Galveston County, Texas**

A FIELD NOTE DESCRIPTION of a 4.3025 acre (187,416 square feet) tract of land in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 4.3025 acre tract being out of the remainder of a 19 acre tract of land being the northwest 1/2 of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records, conveyed to Thomas A. Manison, as recorded in Volume 2183, Page 390 of the Galveston County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the southeast right-of-way line of F.M. 528 (Parkwood Avenue) (width varies), as recorded in Galveston County Clerk's File No. 9128468 and in the northeast line of Replat of Fox Meadows Section One, according to the map or plat recorded in Plat Rec. 15, Map No. 12 of the Galveston County Map Records for the west corner of a 1.6875 acre tract of land conveyed to Clear Creek Drainage District of Galveston County, as recorded in Galveston County Clerk's File No. 9141431;

THENCE, North 41° 40' 25" East – 162.05 feet with the southeast right-of-way line of said F.M. 528 and with the northwest line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of said 1.6875 acre tract and for the west corner and POINT OF BEGINNING of this tract; from which a 5/8-inch iron rod found bears South 77° 11' 09" West – 1.55 feet;

THENCE, North 41° 40' 25" East - 222.16 feet with the southeast right-of-way line of said F.M. 528 to a 5/8-inch iron rod with cap stamped "TEAM" set for the beginning of a non-tangent curve to the right;

THENCE, in a northeasterly direction with the southeast right-of-way line of said F.M. 528 and with said curve to the right having a radius of 22,843.31 feet, a central angle of 00° 44' 31", a length of 295.86 feet, and a chord bearing North 42° 01' 21" East - 295.86 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the west corner of Lot 1, Block 1, South Friendswood Plaza, according to the map or plat recorded in Plat Rec. 2005A, Map No. 107 of the Galveston County Map Records for the north corner of this tract; from which a 5/8-inch iron rod spinner bears South 66° 48' 15" West – 5.85 feet; also from which a 5/8-inch iron rod spinner found bears North 12° 45' 33" West – 3.32 feet;

THENCE, South 48° 16' 47" East - 49.10 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap found for angle point of said Lot 1 and for an angle point of this tract;

THENCE, South 69° 17' 24" East - 124.99 feet with a southwest line of said Lot 1 to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said Lot 1 and for an east corner of this tract;

THENCE, South 41° 41' 10" West - 10.36 feet with a northwest line of said Lot 1 to a 5/8-inch iron rod found for a southwest corner of said Lot 1, for a north corner of said 2.009 acre tract and for an interior corner of this tract;

THENCE, South 83° 10' 45" East - 72.27 feet with a southwest line of said Lot 1 and with the northeast line of said 2.009 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an angle point of said Lot 1, for an angle point of said 2.009 acre tract and for an angle point of this tract;

THENCE, South 47° 11' 12" East - 105.29 feet with the southwest line of said Lot 1, Hunters Creek Estates Private, according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records and with the northeast line of said 2.009 acre tract to a point for the east corner of this tract

THENCE, South 42° 07' 10" West - 598.18 feet to a point in the northeast line of said 1.6875 acre tract for the south corner of this tract;

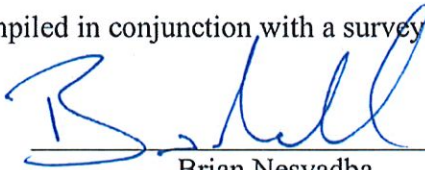
THENCE, in a northwesterly direction with the northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,993.83 feet, a central angle of 03° 58' 14", a length of 207.47 feet, and a chord bearing North 52° 41' 28" West - 207.43 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said 1.6875 acre tract and for a west corner of this tract;

THENCE, North 39° 17' 39" East - 25.00 feet with a southeast line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an east corner of said 1.6875 acre tract and for an interior corner of this tract;

THENCE, in a northwesterly direction with a northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,968.83 feet, a central angle of 02° 18' 37", a length of 119.71 feet, and a chord bearing North 49° 33' 03" West - 119.70 feet to the POINT OF BEGINNING and containing 4.3025 acres (187,416 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 487-32
W:\487-32_Rezone_CSC_NW.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



July 8, 2020

Tract 2

**2.0926 acres of land in the Sarah McKissick League, Abstract No. 151,
City of Friendswood, Galveston County, Texas**

A FIELD NOTE DESCRIPTION of a 2.0926 acre (91,153 square feet) tract of land in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 2.0926 acre tract being out of the remainder of a 19 acre tract of land being the northwest 1/2 of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records, conveyed to Thomas A. Manison, as recorded in Volume 2183, Page 390 of the Galveston County Deed Records and being part of a 2.009 acre Homestead tract of land described in Galveston County Clerk's File No. 8204830; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the southeast right-of-way line of F.M. 528 (Parkwood Avenue) (width varies), as recorded in Galveston County Clerk's File No. 9128468 and in the northeast line of Replat of Fox Meadows Section One, according to the map or plat recorded in Plat Rec. 15, Map No. 12 of the Galveston County Map Records for the west corner of a 1.6875 acre tract of land conveyed to Clear Creek Drainage District of Galveston County, as recorded in Galveston County Clerk's File No. 9141431;

THENCE, North 41° 40' 25" East – 162.05 feet with the southeast right-of-way line of said F.M. 528 and with the northwest line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the north corner of said 1.6875 acre tract; from which a 5/8-inch iron rod found bears South 77° 11' 09" West – 1.55 feet;

THENCE, in a southeasterly direction with a northeast line of said 1.6875 acre tract and with a curve to the left having a radius of 2,968.83 feet, a central angle of 02° 18' 37", a length of 119.71 feet, and a chord bearing North 49° 33' 03" West - 119.70 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for an east corner of said 1.6875 acre tract;

THENCE, South 39° 17' 39" West - 25.00 feet with a southeast line of said 1.6875 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of said 1.6875 acre tract;

THENCE, in a southeasterly direction with the northeast line of said 1.6875 acre tract and with a curve to the left having a radius of 2,993.83 feet, a central angle of 03° 58' 14", a length of 207.47 feet, and a chord bearing South 52° 41' 28" East - 207.43 feet to a point for the west corner and POINT OF BEGINNING of this tract;

THENCE, North 42° 07' 10" East - 598.18 feet to a point in the southwest line of Lot 29, Block 1, Hunters Creek Estates Private, according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records and for the north corner of this tract;

THENCE, South 47° 11' 12" East - 162.11 feet with said Lot 29 to a 5/8-inch iron rod with cap stamped "TEAM" set in the southwest right-of-way line of Hunters Trail (60 feet wide), according to the map or plat recorded in Plat Rec. 2009A, Map No. 11 of the Galveston County Map Records for the north corner of Lot 24, Block 2 of said Hunters Creek Estates Private, for the east corner of said 2.009 acre tract and for the east corner of this tract;

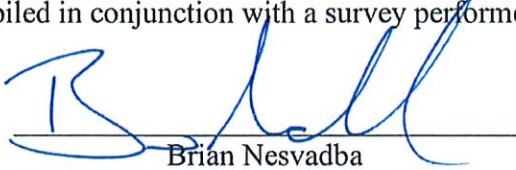
THENCE, South $41^{\circ} 39' 13''$ West – 297.95 feet with the northwest line of Block 2 of said Hunters Creek Estates Private and with the southeast line of said 2.009 acre tract to a 5/8-inch iron rod found for an angle point of said Block 2 for the south corner of said 2.009 acre tract and for an angle point of this tract;

THENCE, South $49^{\circ} 21' 02''$ West – 282.29 feet with the northwest line of said Block 2 to a 5/8-inch iron rod found for the east corner of said 1.6875 acre tract and for the south corner of this tract;

THENCE, in a northwesterly direction with the northeast line of said 1.6875 acre tract and with said curve to the right having a radius of 2,993.83 feet, a central angle of $02^{\circ} 29' 36''$, a length of 130.28 feet, and a chord bearing North $55^{\circ} 55' 23''$ West - 130.27 feet to the POINT OF BEGINNING and containing 2.0926 acres (91,153 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 487-32
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Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



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: September 14, 2020

Date submitted: 7/22/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-34: First reading of an ordinance amending the Code of Ordinances, Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools by repealing Article VIII. Swimming Pools, Sections 14-356 through 14-357 and adopting Chapter 14, Building and Building Regulations, Article VIII., Swimming Pools and Spas, Sections 14-356 and 14-357; by adopting the 2018 International Swimming Pool and Spa Code (ISPSC); providing a penalty of an amount not to exceed \$2,000.00 for each violation; repealing all other ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; publication and an effective date.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As of September 1, 2020, the State, per House Bill 2858, is adopting the 2018 International Swimming Pool and Spa Code as the municipal swimming pool and spa code for the State of Texas. The new code incorporates many requirements that were already in existence in the International Residential One and Two Family Building Code. All of the requirements are required at the State level; adoption of the code will ensure that our ordinances are consistent with State law.

The code requires owners to maintain pools and spas in a clean and sanitary condition and in good repair.

The biggest difference for us will be the regulations for above ground swimming pools, which mainly ensure that ladders are used appropriately and proper barriers (fencing) are provided. These types of pools include portable pools that are manufactured for assembly on site. Staff plans to adopt a new reasonable permit fee to accommodate permitting these pools.

Other requirements such as ropes at certain depths, color transition requirements for depth, and ladders requirements for entry/exit in certain situations apply only in certain situations. Most should not affect residential swimming pools.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Adopting the code will ensure that Friendswood ordinances are consistent with State law.

RECOMMENDATIONS

Staff recommends adopting the ordinance.

ATTACHMENTS

1. Ord 2020-34 amending Ch 14 Adopt ICC Swimming Pool and Spa Code 2018

ORDINANCE NO. T2020-34

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 14, BUILDING AND BUILDING REGULATIONS, ARTICLE VIII., SWIMMING POOLS BY REPEALING ARTICLE VIII. SWIMMING POOLS, SECTIONS 14-356 THROUGH 14-357 AND ADOPTING CHAPTER 14, BUILDING AND BUILDING REGULATIONS, ARTICLE VIII., SWIMMING POOLS AND SPAS, SECTIONS 14-356 AND 14-357; BY ADOPTING THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC) ; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the “City”) is desirous of protecting the public health, safety, and welfare of all citizens of Friendswood; and

WHEREAS, the International Swimming Pool and Spa Code (ISPSC) is a model code that regulates the minimum requirements for design, construction, alteration, repair and maintenance of swimming pools, spas, hot tubs, and aquatic facilities including public swimming pools, public spas, public exercise spas, aquatic recreation facilities, on ground storable residential pools, permanent in ground residential pools, permanent residential spas, permanent residential exercise spas, portable residential spas, and portable residential exercise spas; and

WHEREAS, the Texas State Legislature adopted House Bill 2858, adopting the International Swimming Pool and Spa Code (ISPSC), as it existed on May 1, 2019, as the municipal swimming pool and spa code for the State of Texas; and

WHEREAS, House Bill 2858 takes effect September 1, 2020;

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

Section 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and welfare of the citizens of the City.

Section 2. That Chapter 14 of the Code of Ordinances entitled “Building and Building Regulations”, Article VIII. Swimming Pools, Sections 14-356 through 14-357 are hereby repealed in their entirety.

Section 3. That Chapter 14 of the Code of Ordinances entitled “Building and Building Regulations”, Article VIII. Swimming Pool and Spa, Sections 14-356 through 14-357 are amended to read as follows:

“Article VIII. Swimming Pools and Spas

Sec. 14-356. - International Swimming Pool and Spa Code (ISPSC) adopted.

The International Swimming Pool and Spa Code, 2018 Edition, as published by the International Code Council, Inc., is hereby adopted by reference and made a part of this article. A copy of such code is on file with the city secretary.

Sec. 14-357. - Amendments to International Swimming Pool and Spa Code.

The 2018 Edition of the International Swimming Pool and Spa Code, as adopted in section 14-356, is hereby amended as follows:

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

Section 105.6.2 **Fee schedule.** The fees for work shall be as indicated in the following schedule: Appendix D, Fees, of the Code of Ordinances.

Section 105.6.3. **Fee refunds.** Refunds shall be as indicated in Appendix D, Fees, of the Code of Ordinances.

Section [A] 107.4 **Violation Penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.”

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. That in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 14th day of September, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 5th day of October, 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: September 14, 2020

Date submitted: 8/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-35: First and Final reading of an ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2020-2021; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.

1.) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2020-2021 (Ordinance No. 2020-35), as required by Local Government Code Section 102.007 (c).

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The City of Friendswood Charter requires adoption of the annual budget by ordinance, on one reading, by the 15th day of September or as soon thereafter as practical. Budget adoption requires an affirmative vote of at least a majority of all members of the City Council.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the City Charter (section 8.03e) regarding adoption of the annual budget.

RECOMMENDATIONS

Staff recommends approval of the ordinance to adopt the annual budget for fiscal year 2020 - 2021.

Staff also recommends ratification of the property tax revenue reflected in the annual budget for fiscal year 2020 – 2021 as required by Texas Local Government Code Section 102.007 (c).

ATTACHMENTS

1. Ord 2020-35 FY20-21 Budget Adoption
2. Ord 2020-35 Exhibit A

ORDINANCE NO. T2020-35

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR THE FISCAL YEAR 2020/2021; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, on July 31, 2020, the City Manager presented to the City Council a proposed Budget of the expenditures of the City of Friendswood for the fiscal year 2020/2021, a summary copy of which is attached hereto as Exhibit “A” and is made a part hereof; and

WHEREAS, pursuant to notice as required by law, a public hearing on such Budget was held in the Council Chambers in the City Hall, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as in the City Council’s judgment were warranted by law and were in the best interests of the citizens and taxpayers of the City; and

WHEREAS, a copy of the Budget has been filed with the City Secretary and the City Council desires to adopt the same; and

WHEREAS, in accordance with Section 8.03 (a) of the City Charter, the City Council has reviewed estimates of revenue to be derived by the City during the 2020/2021 fiscal year, and has determined that the proposed budgeted expenditures will not exceed total estimated income; now, therefore,

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. In accordance with Section 8.03 (e) of the City Charter, the City Council hereby approves and adopts the Budget described above, the same being on file with the City Secretary. The City Secretary is hereby directed to place on said budget and to sign an endorsement reading as follows: “The Original General Budget of the City of Friendswood, Texas, for the fiscal year 2020/2021,” and to keep such Budget on file in the City Secretary’s Office as a public record.

Section 3. In support of said Budget and by virtue of the adoption thereof, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the fiscal year 2020/2021, the amounts set forth in said approved Budget for the various purposes stated therein. The total amounts now thus appropriated and the funds from which the same are derived are as follows;

Beginning Fund Balance, 10/01/2020	\$51,902,182
Total Revenues	<u>\$95,690,520</u>
Total Resources Available for Appropriation	\$147,592,702
Total Expenditures and Other Financing Uses	<u>\$95,690,520</u>
Ending Fund Balance, 9/30/2021	<u>\$27,969,852</u>

PASSED, APPROVED, AND ADOPTED BY A RECORD VOTE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ON THE FIRST AND FINAL READING THIS 14th DAY OF SEPTEMBER, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh,
TRMC City Secretary

RECORD VOTE:

<u>COUNCIL MEMBER:</u>	<u>VOTED FOR</u>	<u>VOTED AGAINST</u>
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MIKE FOREMAN, MAYOR

STEVE ROCKEY

SALLY BRANSON

TRISH HANKS

ROBERT J. GRIFFON

JOHN H. SCOTT

BRENT ERENWERT

**CITY OF FRIENDSWOOD
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2020-2021**

	20-21 PROPOSED BUDGET
REVENUES	
Taxes	31,472,994
Charges for Services	16,523,232
Permits and Licenses	874,049
Fines	848,700
Intergovernmental Revenues	10,446,506
Interest	608,256
Vehicle Lease Reimbursements	782,590
Miscellaneous Receipts	<u>10,201,863</u>
TOTAL REVENUES	71,758,190
Fund Balance (Used) or Carried Forward	
General Fund	(500,000)
Police Investigation Fund	1,425
Fire/EMS Donation Fund	(149,757)
Municipal Court Building Security/Technology Fund	3,298
Tax Debt Service Fund	29,074
2015//2016/2017 GO Bond Funds	(805,961)
2020/2021 GO Bonds Fund	(8,007,316)
2020/2021 GO Bonds Fund	300,000
Sidewalk Installation Fund	245
Park Land Dedication Fund	(106,863)
Streets Improvement Fund	(225,170)
Fwd Downtown Economic Development Improvements Fund	(1,559,732)
1776 Part Trust Fund	185
Water & Sewer Operations Fund	124,727
2016 Water & Sewer Bond Construction Fund	(1,548,687)
2018 Water & Sewer Bond Construction Fund	(11,655,939)
Water Impact Fees	8,978
Sewer Impact Fees	4,673
Water and Sewer Revenue Debt Service	18,900
Vehicle Replacement Plan Fund	<u>135,590</u>
	(23,932,330)
Total Resources Available	<u>95,690,520</u>
EXPENDITURES	
General Government	6,685,274
Public Safety	15,182,310
Community Development	1,249,281
Public Works	10,822,745
Engineering	881,884
Parks & Recreation	4,036,611
Library	1,273,096
Vehicle Replacement Fund	652,000
Capital Improvements	46,114,898
Debt Service	<u>8,792,421</u>
TOTAL EXPENDITURES	95,690,520
REVENUES OVER (UNDER) EXPENDITURES	-
BEGINNING FUND BALANCE	51,902,182
ENDING FUND BALANCE	<u>27,969,852</u>

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: September 14, 2020

Date submitted: 8/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-36: First and Final reading of an ordinance providing for the levy and collection of Ad Valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2020, and ending September 30, 2021; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

According to the Texas Property Tax Code and the Texas Truth in Taxation Guidelines, the adoption of the tax rate must be a separate item on the City Council meeting agenda. The tax rate must be adopted by super majority affirmative vote of an ordinance, resolution or order.

The proposed tax rate of \$0.497314 is composed of the M&O rate at \$0.402152 and the debt rate at \$0.095161.

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Texas Tax Code Chapter 26 Section 26.05(a), requires tax rate adoption by September 30th or by the 60th day after the taxing unit receives the certified appraisal roll, whichever date is later, if adopting a tax rate that does not exceed the voter approval tax rate. Certified property tax values were received on July 26, 2020; making our required tax rate adoption date September 26, 2020.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the Truth in Taxation guidelines regarding tax rate adoption.

RECOMMENDATIONS

Staff recommends consideration of the required ordinance to adopt the 2020 tax rate.

ATTACHMENTS

1. Ord 2020-36 - Tax Rate Adoption (Record Vote)

ORDINANCE NO. T2020-36

AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE TAX YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * *

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the latter of September 30th or the 60th day after the date the City receives the certified appraisal roll the City Council shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the City's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures for the next year), each of such two components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Friendswood, Texas, consists of two such components, a tax rate of \$0.095161 for debt service and a tax rate of \$0.402152 to fund maintenance and operation expenditures; and

WHEREAS, by separate motions heretofore adopted by the City Council of the City of Friendswood, Texas, at a regular meeting of City Council held on this 14th day of September, 2020, said City Council has approved separately the tax rate heretofore specified for each of said components; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held; now, therefore

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 found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. There is hereby levied, for the tax year commencing October 1, 2020 and ending September 30, 2021, to fund the City's fiscal year 2020-2021 municipal budget, an ad valorem tax at the total rate of \$0.497314 on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Friendswood, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.0521 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$10.00.

Section 3. Of the total tax levied in Section 2 hereof, \$0.402152 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2020-2021.

Section 4. Of the total tax levied in Section 2 hereof, \$0.095161 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Friendswood, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or

other lawfully authorized evidence of indebtedness issued by the City, as such installments shall respectively mature in the fiscal year 2020-2021.

Section 5. All ad valorem taxes levied hereby, in the total amount of \$0.497314 on each One Hundred Dollars (\$100.00) of assessed valuation, as reflected by Sections 2, 3, and 4 hereof, shall be due and payable on or before January 31, 2021. All ad valorem taxes due the City of Friendswood, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear penalty and interest as prescribed in the Texas Tax Code.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. All ordinances and parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED on first and final reading this 14th day of September, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

RECORD VOTE:

<u>COUNCIL MEMBER:</u>	<u>VOTED FOR</u>	<u>VOTED AGAINST</u>
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MIKE FOREMAN, MAYOR

STEVE ROCKEY

SALLY BRANSON

TRISH HANKS

ROBERT J. GRIFFON

JOHN H. SCOTT

BRENT ERENWERT

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: September 14, 2020

Date submitted: 7/28/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-37: 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 X" 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 tenth 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: \$2,979,776

Amount Budgeted: \$206,827

Appropriation Required: \$2,772,949

Source of Funds: Restricted and Unassigned General Fund Balance, General Fund Revenues, Water & Sewer Working Capital, Park Land Dedication Fund, 2016 & 2017 G.O. Bond, Vehicle Replacement Fund, HMPG Acquisition, Grant, TWBD Grant, 2017 CDBG-DR (Galv Co), 2009 & 2016 W/S 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 X 2019–20.

ATTACHMENTS

1. Ord 2020-37 BA X 2019-2020
2. Ord 2020-37 Exhibit A
3. Ord 2020-37 Exhibit B

ORDINANCE NO. T2020-37

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 X" 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 X” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2019-2020” attached hereto. Said Budget Amendment X 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 14th day of September, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2019 – 2020
Budget Amendment X
September 14, 2020**

1. **PEG Channel Equipment Maintenance, \$8,890.** Appropriate PEG Channel funds for equipment to be used for city wide media productions and for recording equipment to be serviced. The funding source will be restricted general fund balance reserves from PEG Channel revenue.
2. **Parks & Recreation Donation \$1,000.** Appropriate a donation received from Mary Ann Taft on July 27, 2020. The donation will go towards the purchase of a metal park bench in memory of Gwen Taylor that will be placed in Stevenson Park around the tennis courts. Funds will be appropriated to the Parks and Recreation Department's Parks division operating equipment budget.
3. **Parks & Recreation Dog Park Donation \$500.** Appropriate a donation received from ExxonMobil Foundation. The donation will go towards the Dog Park and will be used in fiscal year 2020. Funds will be appropriated to the Parks and Recreation Department's Parks division operating equipment budget.
4. **Parks & Recreation Centennial Park, \$28,000.** Appropriate funds to have an inspection and survey performed on the concrete block wall that separates Centennial Park and Lakes of Falcon Ridge subdivision. The services will be performed by Moghaddam Engineering, Inc and shall not exceed \$28,000. The funding source for this service will be unassigned general fund balance.
5. **Park Land Dedication Fund, \$6,000.** Appropriate funds to clear the underbrush on the property 220 Shadwell. Land will be prepped to relocate the disc golf course from 1776 Memorial Park. The funding source will be from the Park Land Dedication Fund.
6. **Library Book Sales, \$413.** Appropriate Library book sale revenue to the Library department. The funds will be appropriated to the Library's operating equipment budget to be used in fiscal year 2020.
7. **Police Department Replacement Vehicle, \$58,179.** Appropriate funding to replace Police unit P298. The vehicle was scheduled to be replaced in 2020 but was deferred. Recently the vehicle has had mechanical issues in which the repair costs are substantial. Also, the miles on the vehicle are over 100,000. The funding source will be from the Vehicle Replacement Fund.

8. **Police Department Replacement Vehicle, \$47,188.** Appropriate funding to replace Police unit P412. The vehicle was in a single vehicle accident on August 23, 2020. The insurance company TML-IRP, has deemed the vehicle a complete loss. The funding source will be from the Vehicle Replacement Fund. When the insurance proceeds are received, the funds will be appropriated back to the Vehicle Replacement Fund.
9. **Police Department Vehicle Insurance Reimbursement, \$644.** Appropriate insurance reimbursements received from TML-IRP. Funding will be appropriated to the Police Department Patrol division vehicle maintenance account for repairs made to unit P402.
10. **Public Works Lift Stations, \$264,080.** Appropriate water & sewer working capital for lift station repairs. The city received funds from TML-IRP to make repairs to lift stations 1,2,4,5,13,17,18,19,22,24,25,27,28, and 31 due to damages caused by Hurricane Harvey. The funding source will be funds received in 2018 and 2019 from TML-IRP.
11. **Texas Water Development Board Buy-out Program Grant, \$578,359.** Appropriate advance funding for the appraisal and purchase of 1 Whittier Drive through the Texas Water Development Board Buy-out Program grant. The City was awarded a grant through FEMA and Texas Water Development Board in January 2020. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.
12. **Forest Bend Detention Pond, \$208,716.** Appropriate advance funding for services related to Forest Bend Detention Pond. The City applied for and was awarded a grant through the 2017 Community Development Block Grant – Disaster Recovery with Harris County. At the August 3, 2020 council meeting, Council approved a contract with RPS Engineering Incorporated. Funds will be appropriated in the amount of \$3,594 for advertising the RFQ and \$205,122 for the contract with RPS. The funding source will be unassigned general fund balance and will be reimbursed once the grant funding has been received from the State agency.
13. **HMGP Buyout Grant \$3,548.** Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$3,548.25 for 75% of the title policies for the following properties: 16614 Oxnard (\$733), 5303 Shady Oaks Lane (\$734) and 13 Haverford (\$2,081). 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.
14. **Hurricane Harvey Buyout Lots, \$202,096.** Appropriate advance funding to demolish three homes through the Hazard Mitigation Grant Program and one home through the Texas Water Development Board Grant Program. These four properties were purchased through the grants. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agencies.

15. **Friendswood Lakes Boulevard, \$935,902.** Appropriate funding to pay a portion of the City's share for the Friendswood Lakes Boulevard inter-local agreement with Galveston County. The Friendswood Lakes Boulevard project is a joint project with Galveston County Bond Program. Funding from other sources will be used to pay for the current invoice totaling \$935,902. With other funding now available, the remaining amount of \$775,300 from the original reserve amount of \$1,000,000 in the general fund can be released back to unassigned general fund balance.
16. **Parks & Recreation Tool CAT Loader, \$63,057.** Appropriate capital lease proceeds to purchase a Tool CAT Loader and bucket. At the April 6, 2020 council meeting, Council approved the substitution to purchase the loader instead of the dump truck 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.

City of Friendswood
September 14, 2020
2019-2020 Budget Amendment X - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate restricted General Fund balance reserves from PEG channel revenue	(8,890)
1	001-0416-419.8800	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG channel revenue	7,630
1	001-0301-413.7400	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG channel revenue	760
1	001-0301-413.5800	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG channel revenue	50
1	001-0301-413.5400	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG channel revenue	450
2	001-0000-38600		Appropriate donation from Mary Ann Taft to purchase a bench to be placed in Stevenson Park in memory of Gwen Taylor	(1,000)
2	001-6430-458.5800		Appropriate donation from Mary Ann Taft to purchase a bench to be placed in Stevenson Park in memory of Gwen Taylor	1,000
3	001-0000-38600	PK0071	Appropriate donation from ExxonMobil Foundation to the Park & Recreation department Park's division for the Dog Park.	(500)
3	001-6430-456.5800	PK0071	Appropriate donation from ExxonMobil Foundation to the Park & Recreation department Park's division for the Dog Park.	500
4	001-0000-30500		Appropriate unassigned general fund balance for inspection and survey services on Centennial Park concrete wall	(28,000)
4	001-6430-456.7400		Appropriate unassigned general fund balance for inspection and survey services on Centennial Park concrete wall	28,000
5	164-0000-30100		Appropriate Park Land Dedication Funds to clear the underbrush at 220 Shadwell for preparation in relocating the Disc Golf Course	(6,000)
5	164-7001-456.8560	DISCGOLFREL	Appropriate Park Land Dedication Funds to clear the underbrush at 220 Shadwell for preparation in relocating the Disc Golf Course	6,000
6	001-0000-38600		Appropriate Library book sales to Library's budget operating equipment account	(413)
6	001-6310-459.5800	DNBOOKREV	Appropriate Library book sales to Library's budget operating equipment account	413
7	301-0000-30100		Appropriate unassigned VRF fund balance to purchase Police fleet vehicle Unit P422	(58,179)
7	301-0501-421.8300	P422	Appropriate unassigned VRF fund balance to purchase Police fleet vehicle Unit P422	58,179
8	301-0000-30100		Appropriate unassigned VRF fund balance to purchase Police fleet vehicle Unit P423	(47,188)
8	301-0501-421.8300	P423	Appropriate unassigned VRF fund balance to purchase Police fleet vehicle Unit P423	47,188
9	001-0000-38310	P402	Appropriate insurance reimbursement from TML-IRP for Police Department Patrol Vehicle Unit P402	(644)
9	001-2120-421.6300	P402	Appropriate insurance reimbursement from TML-IRP for Police Department Patrol Vehicle Unit P402	644
10	401-0000-30600		Appropriate Water and Sewer working capital for lift station repairs	(264,080)
10	401-7001-433.8552		Appropriate Water and Sewer working capital for lift station repairs	264,080
11	001-10199		Due from TWDB Grant funds for survey services and purchase of 1 Whitter Drive	(578,359)
11	001-14019		Due from TWDB Grant funds for survey services and purchase of 1 Whitter Drive	578,359
11	121-26010		Due to General Fund for survey services and purchase of 1 Whitter Drive	(578,359)
11	121-10199		Due to General Fund for survey services and purchase of 1 Whitter Drive	578,359
12	001-10199		Due from 2017 CDBG-DR (Harris County) grant funds for surveying and engineering services related to Forest Bend Detention Pond	(208,716)
12	001-14028		Due from 2017 CDBG-DR (Harris County) grant funds for surveying and engineering services related to Forest Bend Detention Pond	208,716
12	123-26010		Due to General Fund for surveying and engineering services related to Forest Bend Detention Pond	(208,716)
12	123-10199		Due to General Fund for surveying and engineering services related to Forest Bend Detention Pond	208,716
13	001-14018		Appropriate HMPG Grant Proceeds and reimburse unassigned general fund balance for advanced funding	(3,548)
13	001-10199		Appropriate HMPG Grant Proceeds and reimburse unassigned general fund balance for advanced funding	3,548
13	120-10199		Appropriate HMPG Grant Proceeds and reimburse unassigned general fund balance for advanced funding	(3,548)
13	120-26010		Appropriate HMPG Grant Proceeds and reimburse unassigned general fund balance for advanced funding	3,548
13	120-0000-33100		Appropriate HMPG Grant reimbursement for title policies	(3,548)
13	120-7001-419.8120		Appropriate HMPG Grant reimbursement for title policies	3,548
13	001-0000-30500		Transfer funds to HMPG Grant for City portion of title policies	(1,183)
13	001-9002-491.9168		Transfer funds to HMPG Grant for City portion of title policies	1,183
13	120-0000-39120		Transfer funds to HMPG Grant for City portion of title policies	(1,183)
13	120-7001-419.8120		Transfer funds to HMPG Grant for City portion of title policies	1,183

City of Friendswood
September 14, 2020
2019-2020 Budget Amendment X - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
14	001-10199		Due from HMGP Grant funds for demolition of 5303 Shady Oaks	(26,151)
14	001-14018		Due from HMGP Grant funds for demolition of 5303 Shady Oaks	26,151
14	120-26010		Due to General Fund for demolition of 5303 Shady Oaks	(26,151)
14	120-10199		Due to General Fund for demolition of 5303 Shady Oaks	26,151
14	001-10199		Due from HMGP Grant funds for demolition of 13 Haverford	(79,447)
14	001-14018		Due from HMGP Grant funds for demolition of 13 Haverford	79,447
14	120-26010		Due to General Fund for demolition of 13 Haverford	(79,447)
14	120-10199		Due to General Fund for demolition of 13 Haverford	79,447
14	001-10199		Due from HMGP Grant funds for demolition of 16614 Oxnard	(20,200)
14	001-14018		Due from HMGP Grant funds for demolition of 16614 Oxnard	20,200
14	120-26010		Due to General Fund for demolition of 16614 Oxnard	(20,200)
14	120-10199		Due to General Fund for demolition of 16614 Oxnard	20,200
14	001-10199		Due from TWDB FMA Grant funds demolition of 222 Shadwell	(76,298)
14	001-14019		Due from TWDB FMA Grant funds for demolition of 222 Shadwell	76,298
14	121-26010		Due to General Fund from TWDB FMA Grant for demolition of 222 Shadwell	(76,298)
14	121-10199		Due to General Fund from TWDB FMA Grant for demolition of 222 Shadwell	76,298
15	419-0000-30600		Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	(350,881)
15	419-7001-434.8591	FLB2020	Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	239,378
15	419-7001-433.8591	FLB2020	Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	111,503
15	420-0000-30600		Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	(53,980)
15	420-7001-434.8591	FLB2020	Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	24,230
15	420-7001-434.7190	FLB2020	Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	29,750
15	401-7001-433.8582	FLB2020	Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	(4,566)
15	401-7001-433.8591	FLB2020	Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	4,566
15	255-000-30100		Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	(526,475)
15	255-7001-431.8591	FLB2020	Appropriate funds for inter-local agreement with Galveston County for Friendswood Lakes Blvd project	526,475
15	001-0000-30500		Release funds reserved for the inter-local agreement with Galveston County for Friendswood Lakes Blvd project	(775,300)
15	001-0000-30500		Release funds reserved for the inter-local agreement with Galveston County for Friendswood Lakes Blvd project	775,300
16	001-0000-39370		Appropriate capital lease proceeds to purchase a Tool CAT Loader and bucket	(63,057)
16	001-6430-456.8800		Appropriate capital lease proceeds to purchase a Tool CAT Loader and bucket	63,057

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: September 14, 2020

Date submitted: 8/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a contract with Galveston County Health District for Water Pollution Control and Abatement Services for 2020-2021 and authorize the Mayor to execute the agreement

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

It is time for the City to renew the contract with the Galveston County Health District (GCHD) for pollution control and abatement services. Per the contract, the GCHD agrees to investigate and resolve water quality related complaints, monitor storm water quality, and conduct at least one unannounced inspection at 100 percent of the identified grease traps associated with the Galveston County Health District permitted food establishments within the jurisdictional boundaries of the City. The District will also provide assistance to the City in the performance of storm water related activities such as, but not limited to, public education/outreach and illicit discharge detection and elimination investigations including dry weather screenings.

Also as a part of this contract, the GCHD monitors twelve designated storm water sites within the city. The GCHD reviews the historical storm water data and analyzes the sampling sites attempting to locate pollution sources. This collected data is critical for the City of Friendswood's Municipal Storm and Sewer Program (MS4). This program is required by permit by the EPA. The GCHD submits an annual summary of all its activities within the City jurisdiction completed during the fiscal year.

The required expenditure for this coming FY year contract is \$24,254.00, slightly less than this past year. It will be accounted for out of the Public Works outlined forthcoming annual operational budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the contract will satisfy the requirements found under the Texas Water Code, which outlines specific requirements and responsibilities of a water pollution control abatement program.

RECOMMENDATIONS

Staff recommends that City Council approve the contract and authorize the Mayor to execute the contract with the Galveston County Health District for the water pollution control and abatement services.

ATTACHMENTS

1. FY21 Water Agreement - Friendswood
2. Cover Letter

Contractual Agreement
For the
City of Friendswood

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF FRIENDSWOOD	§

THIS AGREEMENT is made and entered into by and between the City of Friendswood (hereinafter "CITY"), with its principal office at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett F. Lowry Expressway, Texas City, Galveston County, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☐ **Source Inspections - Publicly Owned Treatment Works (POTW)**

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒ **Source Inspections - Grease Traps**

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.
- (11) The PERFORMING PARTY will immediately coordinate with the REPONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and

substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

ARTICLE V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their quarterly statement. Final payment for services shall be due upon completion of these services.

ARTICLE VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

ARTICLE VIII

NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Rene Ibarra
Director of Public Works
City of Friendswood
Friendswood, Texas 77546

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Katie Wilson
Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

ARTICLE IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees that it will indemnify and require its subcontractors to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S or subcontractor's failure to maintain adequate general liability insurance or worker's compensation coverage required by this AGREEMENT or as required by governing law.

ARTICLE X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

ARTICLE XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING

PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVII

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or his designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVI

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2020 and shall continue in full force until September 30, 2021, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF FRIENDSWOOD

Kathy Barroso, CPA
Chief Executive Officer

Mike Foreman
Mayor

Date

Date

Attachment A: Contract Pricing

City of Friendswood October 1, 2020 - September 30, 2021			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	33,833	\$0.31	\$10,488
Wastewater Treatment Plant Inspection (Spot)	0	\$0	\$0
Wastewater Treatment Plant Inspection (CCI)	0	\$0	\$0
Source Inspections - Grease Traps	77	\$94	\$7,238
Surface Water Sampling (collect and lab testing)	6	\$1,088	\$6,528
Total			\$24,254

GALVESTON COUNTY HEALTH DISTRICT

Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Ben G. Raimer, MD
Chair, United Board of Health

Philip Keiser, MD
Local Health Authority



Kathy Barroso, CPA
Chief Executive Officer

July 7, 2020

Mr. Rene Ibarra
Director of Public Works
City of Friendswood
15355 Blackhawk Blvd
Friendswood, Texas 77546

Dear Mr. Ibarra:

Enclosed please find the FY2021 Water Pollution Control and Abatement Contract between the City of Friendswood and the Galveston County Health District. Should you wish to propose revisions to this Contract, please notify me by phone or via email. Please note that the total amount of the Contract has **decreased** for the 2021 fiscal year.

Following your review and approval, please have your municipality's designated official sign the contract and remit an original copy by mail to: Galveston County Health District, Environmental Services, PO Box 939, La Marque, Texas 77568 or via email to kwilson@gchd.org

Once we receive the signed original copy, we will fully execute the contract and return a copy for your records. Should you have any additional questions or concerns, please feel free to contact me at 409-938-2310.

Sincerely,

Katie Wilson
Water Pollution Services Manager
Galveston County Health District

/KW
Enclosures

Public Health Services • Coastal Health & Wellness • Emergency Medical Services • Animal Resource Center

The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

www.gchd.org



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 14, 2020

Date submitted: 8/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a contract award for the City's emergency notification system and authorizing the City Manager to execute the contract

Originating Department: Fire Marshal

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The Office of Emergency Management is requesting to enter into an agreement with CivicPlus for their CivicReady Mass Notification System. CivicReady is a fast, effective and efficient method for delivering real-time alerts to citizens. The notification alerts can be sent via phone calls, text messages, e-mails, and social media.

This agreement will continue for a period of three (3) years and invoiced as follows:

- Actual Investment Year 1 - \$7,223.49
- Annual Services Year 2 - : \$14,310.99
- Annual Services Year 3 - : \$14,310.99

The annual cost for this agreement is included in the Emergency Management base budget.

Quotes were received from Everbridge, OnSolve (CodeRed), AlertMedia, AlertFind, Genasys and Blackboard. The quotes were evaluated by five (5) city staff members, and they determined CivicPlus's proposal was the best overall choice for the city.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This contract allows the City to provide a high level of notification services to the citizens. With this agreement, the city will be capable of sending text messages and emails, unlimited phone calls for general communications, as well as emergency notifications.

RECOMMENDATIONS

Recommendation is for Council to authorize the City Manager to execute an agreement with CivicPlus for their CivicReady Mass Notification System.

ATTACHMENTS

1. TX - Friendswood - CivicReady SOW DRAFT
2. TX - Friendswood - MSA - 11302018

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-09254-1

Date:

5/18/2020 3:07 PM

Expires On:

8/16/2020

Product:

CivicReady

Ship To

Katy Blanchard
Friendswood TX - CivicReady

Bill To

Friendswood TX - CivicReady

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mario Morales	x	morales@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	2020 CivicReady Mass Notification Promotion	2020 CivicReady Mass Notification Promotion		USD 0.00
1.00	CivicReady Mass Notification Annual Fee	CivicReady Mass Notification Annual Fee	Renewable	USD 10,500.00
1.00	CivicReady Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -5,250.00
1.00	CivicReady Promo Implementation Fee	CivicReady Implementation - Single User Group Setup, 2 Hour Training Engagement	One-time	USD 0.00
1.00	2020 CivicReady Automated Weather Alerts Promotion	2020 CivicReady Automated Weather Alerts Promotion		USD 0.00
1.00	CivicReady Automated Weather Alerts Annual Fee	CivicReady Automated Weather Alerts Annual Fee	Renewable	USD 2,625.00
1.00	CivicReady Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,312.50
1.00	2020 CivicReady Geofencing Promotion	2020 CivicReady Geofencing Promotion		USD 0.00
1.00	CivicReady Geofencing Annual Fee	CivicReady Geofencing Annual Fee	Renewable	USD 1,050.00
1.00	CivicReady Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -525.00
1.00	CivicReady Verified Residential Database Annual Fee	CivicReady Verified Residential Database Annual Fee	Renewable	USD 135.99

List Price – Year 1 Total	USD 15,465.99
Actual Investment - Year 1	USD 7,223.49
Annual Services – Year 2	USD 14,310.99

Total Days of Quote:365

CivicPlus hereby provides unlimited license to Client to utilize CivicReady software (the “Service”) for the term of this SOW In consideration of the payments described herein. Client shall be responsible for all activity occurring under Client’s account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW. Client shall: (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CivicPlus immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client; and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service.

Term & Payment

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached.
2. This SOW shall remain in effect for an initial term equal to 365 days of quote above. In the event that neither party gives 60 days’ notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Client will be invoiced as follows:
 - Actual Investment - Year 1 - Ninety (90) days after signing this SOW: \$7,223.49
 - Annual Services Year 2 - One Year After Signing: \$14,310.99
 - Annual Services Year 3 – Two Years After Signing: \$14,310.99
4. Annual Services shall be invoiced 1 calendar day after the initial term end date of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in Year 4 of service.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

CivicReady Functionality

1. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet- hosted software application. Client’s database(s) shall be limited to containing contact data located within the geographic boundaries of Friendswood TX - CivicReady. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

1. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus’ systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
2. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

CivicReady Security and Confidentiality

1. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure. Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility.

V. PD 06.01.2015-0048
Page 2 of 6

Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.

2. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

1. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Intellectual Property Ownership

1. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

Representations & Warranties

1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.
2. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties

1. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION,

ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS.

Internet Delays

1. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

Access: CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

Documentation: All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

Data Backups: CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

Enhancements: New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Client Support: CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

Data: At any time, Client data may be exported either by the Client or by CivicPlus upon request (in most cases). If the Client requests CivicPlus to provide the export of data, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

By:

Name:

Title:

Date:

CivicPlus

By:

Name:

Title:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Friendswood, Texas ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

- I. **WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;
- II. **WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;
- III. **WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.
7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify

MSA Page 1 of 4



Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.
13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under



Master Services Agreement for **Friendswood, TX**

Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:
 - a. Any Addendum and/or Amendment to this Agreement signed by both Parties;
 - b. Exhibit A - Statement(s) of Work;
 - c. Service Agreement Sales Forms;
 - d. Service Agreements previously executed between the Parties; and
 - e. Custom Development / Retainer Agreement
28. In the event of conflict with an attachment to this Agreement, any addendum and/or amendment made to the main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.
29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.



Master Services Agreement for **Friendswood, TX**

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: 

By: 

Name: Morad Kabiri

Name: Jeff Logan

Title: City Manager

Title: VP of Sales

Date: November 29, 2018

Date: November 30, 2018

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 14, 2020

Date submitted: 9/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a Memorandum of Understanding (MOU) with the Autumn Creek Homeowners Association, Friendswood Cove Homeowners Association, and Friendswood Oaks Homeowners Association memorializing each party's support for a Community Development Block Grant – Mitigation application for the proposed Blackhawk Inline and Offline Detention Basins Flood Control Project

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

City staff plans to submit for a Harvey Round One Competition Community Development Block Grant - Mitigation (CDBG-MIT) grant on October 28th, 2020. This project is known as the Clear Creek Inline and Offline Detention Project - Bay Area Blvd Phase One. In order to apply for a grant for this project any required agreements that affect the project need to be in place.

This MOU will allow for the combination of the Autumn Creek, Friendswood Cove, and Friendswood Oaks detention ponds into one giant detention pond to be named Detention Pond #2 of the Clear Creek Inline and Offline Detention Project - Bay Area Blvd Phase One. Combining the detention ponds, will add an additional 55,000 cy of capacity.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This MOU is necessary for the City to apply for a CDBG-MIT grant for the Clear Creek Inline and Offline Detention Project - Bay Area Blvd Phase One.

RECOMMENDATIONS

City staff recommends passing this MOU.

ATTACHMENTS

1. MOU Blackhawk Inline and Offline Detention Basins Flood Control Projects

MEMORANDUM OF UNDERSTANDING REGARDING BLACKHAWK INLINE AND OFFLINE DETENTION BASINS FLOOD CONTROL PROJECT FRIENDSWOOD, TEXAS

This Memorandum of Understanding (MOU) is by and between the Autumn Creek Homeowners Association, Friendswood Cove Homeowners Association, Friendswood Oaks Homeowners Association and the City of Friendswood, Texas, a home rule municipal corporation of the State of Texas ("the City").

WHEREAS, flooding in the Clear Creek watershed poses risks to property and residents in the City of Friendswood; and,

WHEREAS, addressing the risks and impacts of flooding along Clear Creek requires cooperation between the City and multiple entities; and,

WHEREAS, homeowners in Autumn Creek, Friendswood Cove, and Friendswood Oaks wish to mitigate flooding; and,

WHEREAS, the City wishes to design and construct the Blackhawk Inline and Offline Detention Basins Flood Control Project from which Autumn Creek, Friendswood Oaks, and Friendswood Cove subdivisions will benefit via improvements to their existing respective detention ponds; and

NOW, THEREFORE, Autumn Creeks Homeowners Association, Friendswood Cove Homeowners Association, Friendswood Oaks Homeowners Association and the City agree to and acknowledge the following in relation to the Blackhawk Inline and Offline Detention Basins flood control project:-

The City will at its sole cost and expense:

1. Apply for a Community Development Block Grant – Mitigation (CDBG-MIT) for the Blackhawk Inline and Offline Detention Basins Flood Control Project as identified in **Exhibit 1** attached hereto and made a part hereof for all purposes.
2. Be responsible for studying and constructing the Blackhawk Inline and Offline Detention Basins Project to include all environmental, engineering, administrative, community outreach, legal, and construction components.

The Autumn Creeks Homeowners Association, the Friendswood Cove Homeowners Association, and the Friendswood Oaks Homeowners Association will at their sole cost and expense:

1. Own and maintain the Detention Basin #2 after construction of the project is completed as determined by the closeout of the CDBG-MIT grant for the Blackhawk Inline and Offline Detention Basins Flood Control Project and them reaching agreement between themselves on how to manage said Basin. Maintenance includes but is not limited to vegetative maintenance including frequent mowing; trash, debris and litter removal; routine inspection; bank erosion management and stabilization; removal of accumulated sediment; and structural repair and/or replacement. Detention Basin #2 is identified in **Exhibit 2** attached hereto and made a part hereof for all purposes. The City will have no responsibilities with respect thereto.

This MOU may be amended upon written agreement by the City and the Autumn Creek Homeowners Association, Friendswood Cove Homeowners Association, and Friendswood Oaks Homeowners Association.

Final Memorandum of Understanding

This MOU becomes effective upon execution by all parties and shall remain in effect for a term of 10 years. In the event that the CDBG-MIT grant application is denied this MOU shall become null and void.

Any notice shall be in writing and may be effected by personal delivery, by hand delivery through a courier or delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party.

City of Friendswood, Texas

Date: _____

Name: _____

Title: _____

Autumn Creek Homeowners Association

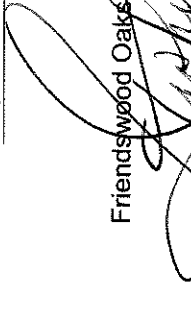
Name: Sarah Singleton
Title: PRESIDENT

Date: 8/27/2020

Friendswood Cove Homeowners Association


Name: Chelsea Wright
Title: Vice President

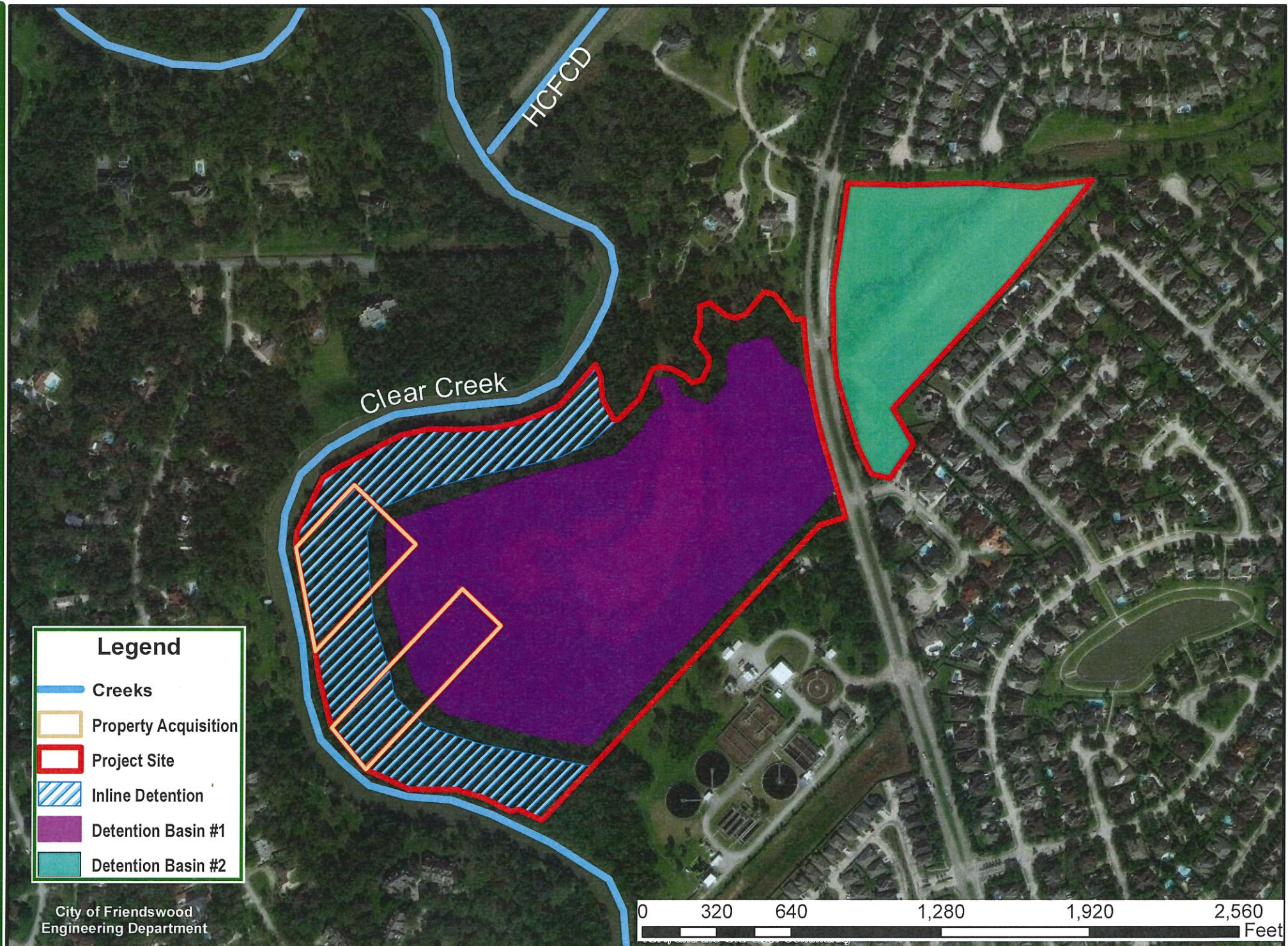
Date: 8/27/2020

Friendswood Oaks Homeowners Association

Name: STEPHEN J. ELMER
Title: HOA PRESIDENT

Date: 8/28/2020



Exhibit 1 Blackhawk Inline and Offline Detention Project



Legend

- Creeks
- Property Acquisition
- Project Site
- Inline Detention
- Detention Basin #1
- Detention Basin #2

City of Friendswood
Engineering Department

0 320 640 1,280 1,920 2,560 Feet



Exhibit 2
Detention Basin #2



Legend

-  Creeks
-  Detention Basin #2

City of Friendswood
Engineering Department



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: September 14, 2020

Date submitted: 9/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approve the purchase of a street sweeper for the Public Works Department

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In the administration of the City's FY 19/20 annual budget preparation and approval process, the Public Works Department had received approval for decision package proposals that included the purchase of a Street Sweeper for the improved operation of the department. As part of the purchasing / evaluation process, City staff had coordinated with the FMO Office for use of FEMA potentially eligible reimbursement. Following this process, City staff went out for bids to comply with Federal procurement laws. Bids were opened on Friday, August 28, 2020 and the results of those bids are included in the attached, Street Sweeper Bid Tab. In compliance with this approved process, the Public Works Department had coordinated and vetted multiple product demonstrations including Tymco, Elgin, and Schwarze.

The following bids were received as follows:

Kinloch Equipment and Supply	\$205,000.00
Pannell Industries, Inc	\$220,000.00
Pannell Industries, Inc	\$255,000.00

For visibility and transparency purposes, the Public Works Department is seeking continued consent from City Council to proceed forward with the purchase of a streetsweeper per the approved decision package. The Public Works Department is wishing to proceed forward with the Elgin Regenerative Air Street Sweeper from Kinloch Equipment.

The street sweeper will be purchased through the capital lease purchase agreement signed December 20, 2019.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the approved purchase will immediately, and significantly, improve the continued effective operation of the City of Friendswood's Public Works Department.

RECOMMENDATIONS

Public Works and Administrative Services Offices explored different makes and models of Street Sweepers to provide the best value for the City. The Public Works Department seeks the continued consent approval of City Council, to proceed forward with the purchasing of the Elgin Regenerative Air Street Sweeper from Kinlock Equipment.

ATTACHMENTS

1. Street Sweeper Bid Tab
2. Kinloch 1295 Form Signed
3. Kinloch Submitted Bid

BID OPENING
SCHEDULED TO BE AWARDED:

DATE: August 28, 2020

TIME: 2:00 PM

BID: 2020-12 One Time Purchase of a 2021 Truck Mounted 8 CY Regenerative Air Sweeper

BID #: 2020-12

<u>COMPANY/ADDRESS</u>	<u>BID BOND</u>	<u>BID RECEIVED</u>	<u>BID AMOUNT</u>
1. Kinloch Equipment & Supply 3320 Pasadena Blvd. Pasadena, TX 77503	N/A	08/25/20 @ 12:00 p.m.	205,000. ⁰⁰
2. Pannell Industries, Inc. 4361 Cedar Lake Drive Dallas, TX 75227-4029	N/A	08/27/20 @ 9:34 a.m.	255,000. ⁰⁰ 220,000. ⁰⁰

CSO Representative:

Departmental Representatives: Jeff Spears

Jeff Spears / Katrina Hampton

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION. ANY QUESTIONS REGARDING THIS INFORMATION, CONTACT THE CITY MANAGER.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-656537

Date Filed:
08/12/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kinloch Equipment & Supply, inc.
Pasadena, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020-12
Street Sweeper

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Morgan Kinloch Taylor, and my date of birth is 2/26/1993.

My address is 3320 Pasadena Blvd, Pasadena, TX, 77503, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 12th day of August, 20 20.
(month) (year)

Morgan Kinloch Taylor

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF FRIENDSWOOD INVITATION FOR BID

BID #2020-12

Due Date: 08/27/2020 @ 2.00 pm CST

***One-time Purchase of a 2021 Truck Mounted 8
Cubic Yard Regenerative Air Sweeper***

The City of Friendswood is now accepting sealed bids for the consideration of a **One-time purchase of a street sweeper for City fleet.**

City of Friendswood
City Secretary's Office
910 S. Friendswood Drive
Friendswood, TX 77546

Monday – Friday: 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following website:
<https://www.ci.friendswood.tx.us/bids>

All sealed bids shall be submitted including one marked original and one jump drive or CD versions. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the City Secretary's Office, 910 S. Friendswood Drive, Friendswood, TX 77546 until 2:00 pm CST on August 27, 2020. Bids received after the deadline stated herein will not be considered for award of this bid, and will not be considered.

The bids will be opened and publicly read immediately after the closing hour.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Jeff Spears, Purchasing Coordinator @ jspears@friendswood.com



CITY OF FRIENDSWOOD INVITATION FOR BID

BID #2020-12

***One-time Purchase of a 2021 Truck Mounted 8
Cubic Yard Regenerative Air Sweeper***

BID OPENING DATE: August 27, 2020 @ 2:00 PM LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

Kinloch Equipment & supply, inc.
Name of Firm/Company

Morgan Kinloch Taylor Sales person
Agent's Name (Please Print) Agent's Title

3320 Pasadena, Blvd Pasadena TX 77503
Mailing Address City State Zip

713.473.6213 281.620.1827
Telephone Number Cell Phone Number

mtaylor@kinlochequip.com
Email Address

Morgan Kinloch Taylor 8/12/2020
Authorized Signature Date

CONTRACTOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ AND AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."



TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

1. DEFINITION OF TERMS

- A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.
- B. Bidder means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.
- C. Bid or Proposal means an offer to perform the requirements specified herein.
- D. Furnish or Provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- E. City, Purchaser, or Owner shall refer to the City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546.
- F. Contract means the contract awarded pursuant to this solicitation.
- G. Contractor means the bidder to which a contract award has been made by the City.
- H. Purchase Order means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

- A. The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the City Secretary's Office, City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546 will be received before the specified hour and date of the opening and be publicly opened and read at 2:00 p.m. Bids which are received after the date and time set for bid opening will not be considered. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked with bid number, time, and date of opening.
- B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid may be rejected. Facsimile bids will not be accepted.
- C. Bids which are received after the date and time set for the bid opening will not be considered.
- D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date.

3. ANTI-LOBBYING PROVISION

- A. Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.
- B. Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Coordinator for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a



proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

4. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid only by a written request received by the Purchasing Coordinator prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

5. GENERAL CONDITIONS

Bidders will submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- C. All materials, equipment, and supplies which are new, non-standard to the City of Friendswood, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.
- D. Bidders are advised that City contracts are subject to all legal requirements under local, state and federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- E. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.
- F. The City of Friendswood is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

6. DESCRIPTION OF GOODS

- A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.
- B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "OR EQUAL" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

7. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

- A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but



rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

- B. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.
- C. The City of Friendswood is not liable for any costs incurred with replying to this IFB.
- D. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and the total price, the unit price will govern.
- E. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- F. Alternate bids will not be considered unless expressly authorized by the bid documents.
- G. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.
- H. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.
- I. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.
- J. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Friendswood is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.
- K. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision. (See paragraph 11A(11)).
- L. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.
- M. If a bid bond is required, the submitted bond must be an original submitted in the form required by the City in the Bid Documents.

8. CLARIFICATION TO BID DOCUMENTS

If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Coordinator.

9. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.



10. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

11. REJECTION OF BIDS

The City of Friendswood reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Friendswood shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

- A. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.
- B. Bidder's current violation of any City ordinance.
- C. Bidder's misstatement or concealment of any material fact in the bid.
- D. The bid's nonconformance to law or the requirements of the bid.
- E. Failure to use the bid/proposal form furnished by the City of Friendswood.
- F. Failure to properly complete the proposal.
- G. Lack of signature by an authorized representative on the proposal form.
- H. Alteration of bid form.
- I. Evidence of collusion among proposers.
- J. Omission of proposal guarantee (if required).
- K. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

12. AWARD OF CONTRACT

- A. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of Bidder, past relationship with City, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.
- B. The contract will be awarded to the lowest responsible Bidder or to the Bidder who provides goods and/or services at the best value for the City, based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract. If the contract is bid with alternatives, the City reserves the right to select any



combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

- C. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid.

13. **CONTRACT**

- A. This Invitation for Bid (IFB), combined with the Vendor's response (bid) submitted to and accepted by the City, constitutes a contract between the City of Friendswood and the selected vendor at the time the Friendswood City Council awards the contract to such vendor.
- B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this IFB and to be further bound to the representations and information the vendor provides in his response to this IFB.
- C. Acceptance of bidder's offer may be in the form of a "notice of award", a P.O. (purchase order) or a "contract".

14. **RESERVATIONS**

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date. Notification will be made by addendum.
- C. Reissue a bid invitation or proposal.
- D. Procure any item by other allowable means.
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.
- F. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.
- I. Award any bid to multiple parties if it is in the best interest of the City.
- J. Purchase off of existing contracts available to the City through "Cooperative Purchasing Agreements" if available.

15. **WARRANTIES**

- A. **WARRANTY FOR PRODUCT:** The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing



Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

- B. **WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- C. **SAFETY WARRANTY:** Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

16. **PROTESTS**

- A. The City Council is the final authority on issues relating to this contract. The Purchasing Coordinator is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.
- B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Friendswood, ATTN: Purchasing Coordinator.
- C. The protest may be delivered in person to the department offices located at 910 S. Friendswood Dr., Friendswood, Texas, or by certified mail, return receipt requested, to the following address: City of Friendswood, Purchasing Department, ATTN: Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546.
- D. The written protest must include the following information before it may be considered by the City:
 - 1. Name, mailing address, and business phone number of the protesting party.
 - 2. Identification of the bid or proposal being protested.
 - 3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest.
 - 4. Any documentation or other evidence supporting the protest.
- E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.
- F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no



further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

- G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

17. SHIPMENT & DELIVERY

- A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Friendswood, Texas unless otherwise specified in the IFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.
- B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this IFB shall be new and unused unless noted elsewhere in this IFB.
- C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.
- D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required and include weekends and holidays. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid. "TIME OF THE ESSENCE FOR DELIVERY" section of specifications shall govern the delivery date(s), if such section is included within the specifications.
- E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.
- F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

18. PAYMENTS

- A. Payment of invoices by the City shall be made in full thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Friendswood in Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.
- B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:
 - 1. Each invoice must reference the City of Friendswood contract, agreement, or P.O. number.
 - 2. Only one contract, agreement, or project shall be billed on a particular invoice.
 - 3. Each invoice must have a billing or invoice number and an Invoice Total.



- C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. DISCOUNTS

Prompt payment discounts will not be considered in determining low bids and making awards.

20. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

22. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

23. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

24. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of the City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

25. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

**26. SEVERABILITY**

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

27. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

28. INDEMNITY

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

29. CONFIDENTIALITY

The City of Friendswood is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm



31. **NOTICES**

All notices called for or required by this agreement will be addressed to the Assistant Director of Finance, City of Friendswood, 910 S. Friendswood Dr., Friendswood, TX 77546, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

32. **CERTIFICATE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted House Bill 1295. The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 20-xx.

**SECTION II – TECHNICAL SPECIFICATIONS AND PRICING****Truck Mounted 8 Cubic Yard Regenerative Air Sweeper**

The City of Friendswood anticipates an award to the vendor with the best value to the City. Vehicle should have less than 2,000 miles on odometer. Vehicle must be Bright White Clear Coat. Interior will be gray or a variation of. Bidders are to be very clear as to make, model, year, availability, delivery charges and all other fees and costs associated with the purchase. Alternate bids will be considered. Delivery will be expected within 30 days of PO issuance and IFB will be evaluated based on 30 days delivery timeframe. Delivery in excess of 30 days will be evaluated based on overall value for the City based on delivery date, pricing, and other factors which may provide the best overall value for the City. Bids shall be submitted by 2:00 pm, Thursday, August 27, 2020.

In addition to the Standard Specs., the detailed list on the next nine (9) pages identifies the upgrades for the unit to be purchased. An attachment follows the bid documents. Alternates will be considered. Alternates must be accompanied with enough details including exact model, etc. for the City to make an informed decision.

All bids must include estimated delivery based on City Council award of September 7, 2020.

Delivery Price \$ 205,000

Grand Total \$ 205,000



**Kinloch
Equipment & Supply, Inc.**

3320 Pasadena Blvd.
Pasadena, TX 77503

Office (713) 473-6213
Fax (713) 473-7858
Toll-Free (800) 231-6929

Optional Repurchase Agreement

In accordance with your request in Bid #2020-12 specification item 24.01 the following chart details the buy back amounts for the years one (1), two (2), three (3), and four (4).

New	\$205,000
Year 1	\$164,000
Year 2	\$139,400
Year 3	\$120,950
Year 4	\$102,500

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kinloch Equipment & Supply, inc.
Pasadena, TX United States

Certificate Number:
2020-656537

Date Filed:
08/12/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020-12
Street Sweeper

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Morgan Kinloch Taylor, and my date of birth is 2/26/1993.

My address is 3320 Pasadena Blvd, Pasadena, TX, 77503, 45.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 12th day of August, 20 20.
(month) (year)

Morgan Kinloch Taylor

Signature of authorized agent of contracting business entity
(Declarant)



DETAILED SPECIFICATIONS FOR

City of Friendswood Truck Mounted 8 Cubic Yard Regenerative Air Sweeper

		COMPLY	
		YES	NO
	CHASSIS		
1.0	CHASSIS (2021 Model Year Freightliner M2 OR EQUAL)		
1.01	Chassis shall be conventional design with 33,000 GVW rating. State chassis make, model, and point of manufacture:	✓	
1.02	Wheelbase shall not exceed 176 inches.	✓	
1.03	Cab to axle shall be not more than 110 inches.	✓	
1.04	Yield strength of the Rail, High Strength, 80,000 PSI, 9/32" X 3 7/16" X 10 1/8".	✓	
1.05	For safety, the rear of the sweeper shall be equipped with a rear adjustable bumper to provide under ride protection and maintains clearance from adjacent ground level containers.	✓	
1.06	Front tow hooks shall be provided.	✓	
1.07	One - (1) 50-gallon fuel tank shall be shared by both engines and shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.	✓	
1.08	Diesel emissions shall be 2016 - 2019 on board diagnostics/2010 EPA/CARB/Final GHG17 and have a minimum capacity of 6 U.S. gallons diesel emissions fluid.	✓	
2.0	CHASSIS ENGINE		
2.01	Cummins ISB 6.7-200 or equivalent, turbocharged diesel, 200 HP @ 2400 RPM, 520ft-lbs. @ 1600 RPM.	✓	
2.02	Truck engine shall be equipped with a single LH b-pillar vertical exhaust system.	✓	
2.03	The cooling system shall be protected to -34 degrees F.	✓	
2.04	Engine shall be equipped with a 750 watt block heater.	✓	
3.0	TRANSMISSION, AXLES, WHEELS & BRAKES		
3.01	An Allison 2500 RDS series (or approved equal) automatic transmission shall be provided.	✓	
3.02	The single speed rear axle shall have a ratio of 6.43:1 for proper sweeping speeds.	✓	
3.03	Front axle shall be 12,000 and be equipped with taper leaf front suspension and shock absorbers.	✓	
3.04	The rear axle shall be 21,000 lb.	✓	
3.05	For safety, and to allow the emergency interchange of tires at a job site, the front and rear tires and rims shall be interchangeable.	✓	
3.06	Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable.	✓	
3.07	Rims shall be 10 hole steel hub piloted 22.5 x 8.25	✓	
3.08	Parking brake shall be spring applied rear wheel drum and shoe.	✓	
3.09	Brakes shall be full air brakes S Cam with a 18.7 CFM capacity compressor, with automatic slack adjusters and ABS.	✓	
3.10	Air system shall include a Bendix AD-9 air dryer with heater.	✓	
4.0	CAB		
4.01	Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98th percentile size operator.	✓	



4.02	Steering shall be full power with dual operator controls.	✓	
4.03	Passenger (RH) seat shall be adjustable, high back, air-suspension, Cordura cloth covered for air circulation and include 3 point seat belt.	✓	
4.04	Driver (LH) seat shall be high back, non-suspension, Cordura cloth covered for air circulation and include 3 point seat belt.	✓	
4.05	Sweeper shall include two (2) heated and remote control, outside west coast type mirrors with lower 8" convex lens for easy viewing of the side broom during sweeping.	✓	
4.06	To maximize operator visibility of the curb and sweeping gear, an 8" outside RH fender mirror shall be mounted forward of the front wheels.	✓	
4.07	For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light.	✓	
4.08	Switches shall be clearly identified by name and symbol.	✓	
4.09	Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.	✓	
4.10	Cab shall have full flow through ventilation for optimal temperature control and operator comfort.	✓	
4.11	Wipers shall have intermittent feature.	✓	
4.12	Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console.	✓	
4.13	Dash shall be faced with soft molded plastic.	✓	
4.14	All glass shall be tinted safety glass.	✓	
4.15	Each operator position shall have adjustable sun visor.	✓	
4.16	LH and RH doors shall be keyed alike.	✓	
4.17	Door windows shall be manually operated.	✓	
4.18	Side windows shall have defogger.	✓	
4.19	Cab shall include 12V power supply	✓	
4.20	Cab shall include two speakers, roof mounted antenna, and AM/FM radio equipped with Bluetooth.	✓	
4.21	Dual Electric horns shall be provided.	✓	
5.0	INSTRUMENTS		
5.01	Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.	✓	
5.02	Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.	✓	
5.03	Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs.	✓	
5.04	Console shall have left/right primary driver switch.	✓	
5.05	Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel.	✓	
5.06	Truck instruments shall include warning lights for battery.	✓	
5.07	All chassis console switches including transmission controls and all gauges shall be illuminated.	✓	
5.08	Intake mounted air restriction indicator with graduations.	✓	
6.0	ELECTRICAL		
6.01	Batteries should be located in an enclosed accessible environment for long life and ease of service.	✓	
6.02	Chassis shall have two (2) maintenance free batteries rated at not less than 1850 CCA total, 12 volt.	✓	
6.03	Chassis engine shall have a 160 amp alternator.	✓	
6.04	Chassis lighting shall include sealed multi-beam halogen head-lights with daytime running	✓	



	feature, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.	✓	
	SWEeper		
1.0	INTENT		
1.01	It is the intent of this specification to provide for the purchase or lease purchase of one (1) new and unused regenerative air street sweeper having a six wheeled, truck chassis with dual diesel engines, sweeper controls and switches, 8.0 cubic yard hopper with minimum 56" dump height, automatic transmission, 250 gallon water tank, and left and right side broom with variable down pressure controlled from cab. The following specification is based upon an ELGIN REGENX street sweeper mounted on a Freightliner Conventional Chassis.	✓	
	The has evaluated different types of street sweepers and has determined that this product is best suited for the needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality, and performance against which all sweepers bid will be compared. In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged shall best serve the interests of the when price, product performance, safety, quality, and delivery are considered. reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.	✓	
2.0	EQUIVALENT PRODUCT		
2.01	Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the sweeper manufacturer's brochures must have written chassis manufacturer approval and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.	✓	
3.0	INTERPRETATIONS		
3.01	To be fair and transparent to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Clerk. Based upon such inquiry, the Clerk may choose to issue an Addendum.	✓	
4.0	GENERAL		
4.01	The specification herein states the minimum requirements of the City of Friendswood. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City of Friendswood to make a reasonable determination of compliance to the specification.	✓	
	It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.	✓	
5.0	SWEeper ENGINE		
5.01	Diesel engine shall be 4 cylinder, turbocharged, dynamically counter balanced 276 CID (John Deere 4045T or equal). Engine must be EPA Tier 4 FINAL Emission compliant.	✓	
5.02	Horsepower rating shall not be higher than 74 (55 kW) @ 2400 RPM, torque 224 lb-ft @1600 RPM; without Diesel Exhaust Fluid (DEF).	✓	
5.03	Auxiliary engine shall drive the blower "fan" by a heavy-duty light-weight two (2) "V" groove power belt for simplicity and ease of maintenance.	✓	



5.04	A fluid coupler shall be installed between the auxiliary engine and the power belt drive, which allows for smooth starting and stopping of the engine, while preventing the momentum of the fan system from driving the engine when the engine is turned off.	✓	
5.05	Auxiliary engine shall have ECU for throttle control and management of aftertreatment system. Outside of the auxiliary engine, there shall be no control modules required for sweeper functionality.	✓	
5.06	Auxiliary engine shall be protected by a dual safety element dry type air cleaner & restriction indicator that indicates it is time to service the filter element.	✓	
5.07	Auxiliary engine shall be filled with 50/50 mixture anti-freeze/water for cold weather storage and or operation.	✓	
5.08	For greater heat dissipation, less noise and lower cost of maintenance, auxiliary engine shall have individually replaceable wet sleeve cylinder liners.	✓	
5.10	Hydraulic Oil Level Gauge W/Thermometer on Tank shall be provided.	✓	
6.0	BLOWER		
6.01	Blower shall be driven by a two (2) "V" groove power belt for maximum performance and simplicity of construction, with spring-loaded tensioner; not requiring repositioning of the auxiliary engine for adjustment.	✓	
6.02	Blower speed shall not exceed 3050 RPM to minimize strain on the drive system while still effectively conveying the bulk of material into the debris hopper; debris types such as but not limited to trash, sand, gravel, dirt, leaves and other organics.	✓	
6.03	Blower shall be a closed face turbine type, 33 3/8 in. diameter, with 9 vanes constructed of Hardox® steel for optimal combination of hardness and abrasion resistance for maximum service life. An open-faced fan will not provide adequate combination of air flow and vacuum and is not acceptable. Blowers constructed of material other than Hardox® steel will not be accepted. For longevity of the fan and maximum bearing life, the impeller must be balanced to within .5 ounce-inches.	✓	
6.04	The blower shall be constructed using a robotic arc welder for accuracy and repeatability to a minimum of 0.0225 in., including features such as touch sensing, weaving and seam tracking information to precisely lay a quality weld that's in accordance with AWS D1.1 standards. Blowers constructed from cast aluminum are not acceptable.	✓	
6.05	Blower housing shall have an inspection door for access to blower without removing the blower housing or looking into the air exhaust opening.	✓	
6.06	Blower housing shall not be an integral part of the hopper. Replacement of the blower housing must be possible without any cutting and/or welding of the housing and or hopper.	✓	
6.07	The blower shall be mounted and supported using a singular heavy-duty sealed bearing assembly.	✓	
6.08	The blower is mounted on a keyed & tapered shaft, with singular castle nut, for repeatability of balance and ease of replacement.	✓	
6.09	Replacement of the blower shall be service friendly; requiring minimal tools and can be removed independently of shaft support bearing.	✓	
6.10	The blower belt drive system shall be easily accessible and shall not require the removal of more than two (2) fasteners.	✓	
6.11	The blower belt change shall not require tools and shall not exceed five (5) minutes of labor. Belt tension shall not exceed 20 Hz.	✓	
6.12	The blower housing shall include Flow Blocker feature which provides automatic enhanced dust control through eliminating airflow prior to raising the pickup head for transport, reversing, and prior to deployment of sweep gear.	✓	
6.14	The Flow Blocker feature shall eliminate the need for sweeping in reverse, with the pickup head lowered, during instances where fugitive dust is not desired.	✓	
7.0	PICKUP HEAD		
7.01	The pickup head is a spring-supported, all steel fabricated pickup head with separated upper and lower chambers where pressurized air is blasted from the upper chamber through an elongated	✓	



	blast orifice, to the lower vacuum chamber.	✓	
7.02	The pickup head shall be not less than 90 inches wide and 30 inches long for a total area of 2700 square inches.	✓	
7.03	The pickup head shall have a minimum of 14" diameter pressure hose that connects the blower outlet with the pickup head. Urethane transition pieces between the pressure hose and the pickup head are not acceptable.	✓	
7.04	The pickup head shall have a minimum 13" diameter suction hose with a quick disconnect coupling at the lower end near the pickup head and the higher end near the hopper inlet. The quick disconnect enables the operator to inspect the suction hose as well as the inlet area of the pickup head without tilting the hopper. The steel portion of this suction tube shall be no shorter than 19 inches to enable smooth airflow transition from pickup head to debris hopper.	✓	
7.05	The pressure side shall be equipped with an in-cab steel cable-controlled pressure relief valve/vacuum enhancer/leaf bleeder no smaller than 116 square inches for optimum settings for leaf and light debris sweeping.	✓	
7.06	The suction chamber shall be equipped with a washout port that does not restrict the sizing of washout nozzle(s) used.	✓	
7.07	The front and rear debris curtains shall be removable through the loosening of four (4) slotted bolts without removing the pickup head from the unit.	✓	
7.08	The pressure slot shall be rigid stainless steel and adjustable without the use of curtains; protected by a steel ramp.	✓	
7.09	Sweeping paths:	✓	
7.09	Pickup head only = 90 inches	✓	
7.09	One side broom and pickup head = 117 inches	✓	
7.09	Two side brooms and pickup head = 144 inches	✓	
7.10	The pickup head shall be equipped with side-mounted adjustable steel runners with carbide inserts with a minimum width of 1 1/8 inches for long life. Both LH and RH side-mounted steel runners shall be reversible and interchangeable to minimize inventory and maximize runner wear & usage.	✓	
7.11	The pickup head shall be raised and lowered hydraulically by a rocker switch on the control panel inside the cab.	✓	
8.0	SIDE BROOMS		
8.01	The right and left side broom shall be a free floating trailing arm design intended to prevent damage when sweeping and encountering a fixed obstacle. The trailing arm shall be of a parallelogram design for simple, non-binding action/motion and for constant bristle and wear pattern.	✓	
8.02	The side brooms shall be 42-inch diameter minimum, with hydraulically driven rotation.	✓	
8.03	Brooms shall be pneumatically raised, lowered and suspended.	✓	
8.04	Adjustable down pressure shall be pneumatically controlled by the operator from the cab in order to maintain proper surface contact consistently during vertical broom travel.	✓	
8.05	The broom hydraulic motor drive shall provide not less than 6045 in/lbs. of torque for superior digging power and speed.	✓	
8.06	The side broom assemblies shall have greaseless pivot pins, and only one (1) grease zerk for the side-to-side tilt plate.	✓	
8.07	The side broom assemblies shall be held in the storage position by a positive means to support broom during travel.	✓	
8.08	Each side broom shall be controlled from in the cab by rocker switches.	✓	
8.12	The variable speed control provides the ability to alter the rotational speed on the Sidebrooms to adjust to changing road or sweeping conditions from light, bulky to heavy debris. It also extends the life of the Sidebrooms. It does not always have to turn fast for particular conditions so the Sidebrooms will wear less.	✓	
8.13	Electrically operated tilting mechanism allows operator to change inward/outward tip of the right Sidebroom. Angle can be changed from the cab while sweeping. This allows efficient sweeping	✓	



	of irregular surface that could require special manual setting of the broom.	✓	
8.14	Electrically operated tilting mechanism allows operator to change inward/outward tip of the left Sidebroom. Angle can be changed from the cab while sweeping. This allows efficient sweeping of irregular surface that could require special manual setting of the broom.	✓	
9.0	HOPPER		
9.01	Volumetric capacity shall be 8 cubic yards class hopper with all fore-and-aft edges being minimum of 6" radius to provide ease of cleaning and debris evacuation.	✓	
9.02	Hopper shall be constructed of 10 gauge steel sides, and quarter inch steel floor.	✓	
9.03	The hopper floor angle when dumping shall be a minimum of 50 degrees. Dumping shall be accomplished by tilting the hopper via two (2) single-stage telescoping cylinders. Relying solely on a moving raker bar, which is attached to the rear door inside the hopper, in lieu of tipping the hopper for dumping shall not be acceptable.	✓	
9.04	The hopper shall have external hopper props. No exception to this feature shall be accepted.	✓	
9.05	The hopper inlet shall be a bolt-on design, external of the hopper for ease of replacement.	✓	
9.06	A removable, steel deflector shall be located at the suction inlet. This deflector is to direct material to the rear-center of the hopper for optimal loading.	✓	
9.07	The hopper rear door shall be hinged at the top and opened by means of two (2) hydraulic cylinders. The hopper door shall open first prior to tilting the hopper. The hopper rear door should open at a minimum angle of 100 degrees. The has evaluated many styles and considers this design to be the most effective for dumping and cleaning. No exceptions to this requirement will be acceptable.	✓	
9.08	Dump control shall consist of weatherproof toggle switches located on the exterior right side of sweeper along with optional in-cab dump switches, hopper raise/lower and hopper door open/close, shall also be available.	✓	
9.09	The rear hopper door shall have an external door prop. No exception to this feature shall be accepted.	✓	
9.10	The hopper rear door shall include an automatic locking-pins mechanism for a tight fit and optimal sealing between the hopper and the rear door. Removable spacers shall be provided to easily adjust the hopper door to retain a tight seal throughout the useful life of the door seal.	✓	
9.11	The rear door seal shall be a water resistant heavy-duty reinforced D style rubber seal for optimal sealing. Foam seals that can absorb moisture and freeze are not acceptable.	✓	
9.12	A single screen assembly with total surface area of 3970 square inches, constructed of not less than 11 gauge steel, shall be installed to allow air to move freely from the hopper into the centrifugal dust separator. The hopper screen shall be hinged and easily lowered via a pneumatically controlled cable drop-down system for easy cleaning and inspection without tools or pin's removal. Standard screen drop system must be controlled from outside the hopper for safety.	✓	
9.13	The LifeLiner Hopper System shall be provided to protect the hopper against corrosion and wear and to facilitate the removal of the debris when dumping. This liner system shall provide protection such that the hopper will be warranted for the life of the sweeper. Bare steels including stainless steels are unacceptable as they do not provide sufficient protection for long term wear.	✓	
10.0	DUST SEPARATOR		
10.01	Dirt separation from the air stream shall be accomplished by means of a centrifugal style dust separator that is installed external to the hopper and bolted on for ease of servicing and replacement. The separator shall be designed so that it will not plug with debris.	✓	
10.1.a	To allow inspection and cleaning of the separator interior, the dust separator shall have minimum of two hinged inspection doors. Both doors are self-opening when tilting the hopper.	✓	
10.1.b	To allow automatic discharge of debris when tilting the hopper, the dust separator shall have a self-opening door made of steel. Cable or other manual/mechanical means required for discharging the separator are not allowed.	✓	
11.0	SPRAY WATER SYSTEM		
11.01	The water tank shall be a removable, 250 gal. total capacity. Constructed of rust-proof	✓	



	polyethylene.	✓	
11.02	The water tank shall be frame mounted with no part sharing any common wall with the hopper and shall not rise during hopper dumping for better weight distribution.	✓	
11.03	A 16' 8" fill hose with NST coupling with strainer shall be supplied.	✓	
11.04	An external water level gauge that is visible from the operator's position shall be provided.	✓	
11.05	All water lines shall be color coded for easy identification.	✓	
11.06	The water filter must be accessible and cleanable from ground level without tilting the hopper. A ball valve must be provided at the filter inlet to allow cleaning of the filter without the loss of water from the water tank.	✓	
11.07	All water piping shall be external to the operator cab. No water lines capable of leaking or bursting shall be within the cab.	✓	
11.08	Three (3) water spray nozzles are located at each side broom for optimal dust control. A pivoting bracket is provided to allow for optimum positioning of the side broom spray nozzles.	✓	
11.10	Three (3) removable water spray nozzles are located at the lower portion of the suction hose for lubrication of the suction hose and to further enhance dust control.	✓	
11.11	One (1) electric 12 volt, diaphragm type pump will provide a capacity of 4 GPM to the pickup head, the suction hose and the side brooms. The system pressure shall be sized for 40 PSI operation.	✓	
11.12	Water pump must have two flow rates, selectable by the operator from within the cab and capable of running dry without damage.	✓	
11.13	Water system shall be capable of winterization without the use of an air purge system.	✓	
12.0	HYDRAULIC SYSTEM		
12.01	Hydraulic pump shall be a gear driven, gear style pump for maintenance free operation, having a flow capacity of 7.0 GPM @ 2100 RPM and 8.3 GPM @ 2500 RPM.	✓	
12.02	Reservoir capacity shall be not less than 11 gallons and have an exterior sight gauge. The reservoir must be located for quick inspections without tilting the hopper.	✓	
12.03	All hydraulic circuits shall have quick disconnect pressure check ports for ease of maintenance.	✓	
12.04	Hydraulic oil cooler shall be standard to provide adequate cooling with fresh air intake and accessible without raising the hopper. The hydraulic system shall operate below 200 degrees F.	✓	
12.05	To minimize the hazards of potential leakage, all high pressure fittings shall be O-Ring Face Seal (ORFS) type. Other systems shall not be acceptable.	✓	
13.0	PNEUMATIC SYSTEM		
13.01	There shall be a PR4 protector type pressure protector for the chassis air system.	✓	
13.02	All pneumatic cylinders shall be interchangeable.	✓	
13.03	All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder.	✓	
13.04	Each cylinder shall be controlled by a single, two position, solenoid valve mounted on a manifold with common input and exhaust.	✓	
13.05	There shall be a filter with a polycarbonate bowl to filter out contaminants down to 5 microns to prevent contamination in the air system.	✓	
14.0	ELECTRICAL SYSTEM		
14.01	Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.	✓	
14.02	Sweeper shall have a rear facing back-up camera for additional safety and operator awareness of surroundings.	✓	
14.03	Sweeper shall have a pickup head camera for visibility of the front of the pickup head while sweeping.	✓	
14.04	Sweeper lighting shall include rear identification lights and rear clearance lights.	✓	
14.05	Sweeper warning lights shall include hopper up and hopper door open (when equipped with in-cab tilt), screen down, and hopper full load.	✓	
14.06	Sweeper wiring harnesses shall be color-coded and "function stamped" with appropriate circuit	✓	



	name every four inches, i.e. "Ignition", "Side Broom" on each wire.	✓	
14.07	All electrical circuits must be protected by automotive style blade fuses.	✓	
14.45	Rear LED Arrowstick shall be provided.	✓	
15.0	CONTROLS		
15.01	All sweeper controls shall be mounted on a stationary central console that allows for use and visibility from either right or left operating positions.	✓	
15.02	The controls shall include sweep, spray water and lighting functions.	✓	
15.03	The controls for sweeping, spray water, and lighting functions shall be rocker switches.	✓	
15.04	Controls for auxiliary engine ignition and throttle, side broom down pressure shall be located in the control console.	✓	
15.05	Controls for the auxiliary engine throttle is a pre-set rotary knob, and shall include individual settings for "idle", "light", "medium", "medium/heavy", and "heavy" to provide clarity to the operator of proper throttle setting for any given application.	✓	
15.06	Controls for sweep system shall include sweep/resume feature; allowing the automatic raise when chassis transmission gear selector is put into reverse of side brooms and pickup head.	✓	
16.0	INSTRUMENTS		
16.01	Sweeper engine instruments shall include tachometer, hour meter, oil pressure, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine, visible from both operator positions.	✓	
16.02	Sweeper engine to include an auxiliary engine air intake restriction gauge for ease of maintenance (mounted external at air filter).	✓	
16.03	Sweeper instruments shall include diagnostic information for the sweeper engine and sweeper functional information to sweeping mode and transport mode.	✓	
16.04	Sweeper instruments shall include a "raised" hopper indicator and "open" hopper door indicator (when equipped with in-cab dump) and a "full" hopper indicator to notify the operator.	✓	
18.0	PAINT		
18.01	All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane's are not acceptable.	✓	
18.02	Color shall be the manufacture's standard color of "White".	✓	
18.03	Vehicle shall have an accent color of Grey on the components and lower portions of the unit.	✓	
18.24	Chassis color shall be the manufacture's standard color of "White".	✓	
19.0	MANUALS		
19.01	A sweeper operation manual shall be provided.	✓	
19.02	A sweeper parts manual shall be provided.	✓	
19.03	A John Deere operation manual shall be provided.	✓	
19.04	A John Deere parts manual shall be provided.	✓	
20.0	WARRANTY		
20.01	Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.	✓	
20.02	Manufacturer's warranty shall be not less than three (3) years on chassis engine, including all parts and labor.	✓	
20.03	Manufacturer's warranty shall be not less than lifetime protection against rust-through of the water tank.	✓	
20.04	Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification, must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal shall be deemed "non-responsive" and rejected without further review.	✓	
21.0	SERVICE AND TRAINING		
21.01	Vendors shall have a full parts and service facility within a reasonable distance from the City of Friendswood. State location and distance. 3320 Pasadena Blvd, Pasadena, TX. 12 miles distance	✓	



21.02	A qualified technician shall provide complete training to personnel at the City of Friendswood. Training shall include safety, operation, maintenance, and service.	✓	
21.03	Vendor will complete complimentary service and maintenance training for the life of the equipment upon request.	✓	
21.04	Vendor will guarantee a comparable loaner should the equipment be down for more than two (2) regular business days (excluding holidays and weekends).	✓	
22.0	DELIVERY		
22.01	Sweeper shall be delivered F.O.B. in first class operating condition.	✓	
22.02	Acceptance shall be subject to the inspection and approval of the City of Friendswood	✓	
22.03	Bidder shall state delivery time after receipt of order: <i>30 days</i>	✓	
23.0	QUALITY		
23.01	Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.	✓	
24.0	BUY BACK OPTION		
24.01	The vendor will offer a buy back guarantee for years one (1), two (2), three (3), and four (4). The fourth year will result in not less than a 50% repurchase price buy back guarantee from the vendor. <i>see attached optional repurchase agreement.</i>	✓	
25.0	EXCEPTIONS AND DEVIATIONS		
25.01	Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.	✓	

**BIDDER'S CERTIFICATION**

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Kinloch Equipment & Supply, Inc. is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.

(Company Name)

Signature Morgan Kinloch Taylor

Print Name Morgan Kinloch Taylor

I certify that _____ is a Nonresident bidder as defined in Section 2252.001(3), Texas Government Code
(Company Name)
and our principal place of business is _____,
(City and State)

Signature _____

Print Name _____



SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Kinloch Equipment & Supply, Incorporated
PHYSICAL ADDRESS:	3320 Pasadena Blvd Pasadena, Texas 77503
PHONE #:	713.473.6213
FAX #:	713.473.7858
CONTACT PERSON:	Morgan Kinloch Taylor
PHONE #:	281.620.1827
REMITTANCE ADDRESS:	3320 Pasadena Blvd Pasadena, Texas 77503
PHONE #:	713.473.6213
FAX #:	713.473.7858
CONTACT PERSON:	Darla Kelley
PHONE #:	713.473.6213
PAYMENT TERMS DISCOUNT:	None, net 30
COMPANY TAX ID#:	76-0600707



PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this IFB. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders
13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)



THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

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

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 9/12/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.



4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)



THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.



6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(B)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.



7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



The Contractor, Morgan Kinloch Taylor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this 12th day of August, 2020

By Morgan Kinloch Taylor
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Morgan Kinloch Taylor
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Salesperson
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.



8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.



10. PROCUREMENT OF RECOVERED MATERIALS
42 U.S.C. 6962

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.



12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2CFR §200.321)

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 8/12/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.



14. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U. S. C. § 6201).

Morgan Kinloch Taylor
(printed name of signatory)

Morgan Kinloch Taylor 9/12/2020
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

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: September 14, 2020

Date submitted: 8/5/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approve the purchase of a dump truck for the Public Works Department

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Through a prior City Council meeting, Council had approved funding to replace several of the Public Works Department vehicles/fleet lost in Hurricane Harvey. City staff had purchased all of the replacement vehicles with the exception of one final dump truck. As part of administrating the required purchasing / evaluation process, City staff went out for bids to comply with Federal procurement laws. Bids were received and opened on Friday August 28, 2020. The results of those bids are included in the attached, Dump Truck Bid Tab. In compliance with the approved process, and prior to requesting bids, the Public Works Department had coordinated and vetted multiple product demonstrations including Peterbilt, Freightliner, International, and Hino. Public Works has multiple Freightliner trucks in the current fleet that have performed well for our needs.

Two bids were received as follows:

Freightliner of Austin	\$103,633.00
Rush Truck Centers	\$109,525.00

For visibility and transparency purposes, Public Works is seeking continued consent from City Council to proceed forward with the purchase of the Freightliner 14yd Dump Truck from Freightliner of Austin.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the approved purchase will immediately, and significantly, improve the continued effective operation of the City of Friendswood's Public Works Department.

RECOMMENDATIONS

Public Works and Administrative Services Offices explored different makes and models of Dump Trucks to provide the best value for the City. Staff seeks the continued consent approval of City Council, for the Public Works Department to

proceed forward with the purchasing of the Dump Truck.

ATTACHMENTS

1. Dump Truck Bid Tab
2. 1295 Form Signed
3. Freightliner of Austin Submitted Bid

BID OPENING

SCHEDULED TO BE AWARDED:

DATE: August 28, 2020

TIME: 2:00 PM

BID: 2020-13 One Time Purchase of a 2020 or newer 14 CU YD Dump Truck

BID #: 2020-13

<u>COMPANY/ADDRESS</u>	<u>BID BOND</u>	<u>BID RECEIVED</u>	<u>BID AMOUNT</u>
1. Freightliner of Austin 1701 Smith Road Austin, TX 78721-3544	N/A	08/27/20 @ 11:30 a.m.	103,633. ⁰⁰
2. Rush Truck Centers 10200 North Loop East Houston, TX 77029	N/A	08/28/20 @ 12:29 p.m.	109,525. ⁰⁰

CSO Representative:

Departmental Representatives: Jeff Spears

Jeff Spears / Patricia Langston

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION. ANY QUESTIONS REGARDING THIS INFORMATION, CONTACT THE CITY MANAGER.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-663696

Date Filed:
09/02/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freightliner of Austin
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF FRIENDSWOOD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID 2020-13
DUMP TRUCK

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hempel, CARLTON	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12-5-67

My address is 1701 Smith Rd, Austin, TX, 78721, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 2 day of Sept, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CITY OF FRIENDSWOOD INVITATION FOR BID

BID #2020-13

Due Date: 08/27/2020 @ 2.00 pm CST

One-time Purchase of a 2020 or Newer 14 Cubic Yard Dump Truck

The City of Friendswood is now accepting sealed bids for the consideration of a **One-time purchase of a Dump Truck for City fleet.**

City of Friendswood
City Secretary's Office
910 S. Friendswood Drive
Friendswood, TX 77546

Monday – Friday: 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following website:
<https://www.ci.friendswood.tx.us/bids>

All sealed bids shall be submitted including one marked original and one jump drive or CD versions. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the City Secretary's Office, 910 S. Friendswood Drive, Friendswood, TX 77546 until 2:00 pm CST on August 27, 2020. Bids received after the deadline stated herein will not be considered for award of this bid, and will not be considered.

The bids will be opened and publicly read immediately after the closing hour.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Jeff Spears, Purchasing Coordinator @ jspears@friendswood.com



CITY OF FRIENDSWOOD INVITATION FOR BID

BID #2020-12 One-time Purchase of a 2020 or Newer 14 Cubic Yard Dump Truck

BID OPENING DATE: August 27, 2020 @ 2:00 PM. LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

Freightliner of Austin
Name of Firm/Company

Kevin Krieg Sales Rep.
Agent's Name (Please Print) Agent's Title

1701 Smith Rd Austin TX 78721
Mailing Address City State Zip

512-389-0000 512-789-6985
Telephone Number Cell Phone Number

KKrieg@FTL2.com
Email Address

[Signature] 8-26-20
Authorized Signature Date

CONTRACTOR **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."



TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

1. DEFINITION OF TERMS

- A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.
- B. Bidder means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.
- C. Bid or Proposal means an offer to perform the requirements specified herein.
- D. Furnish or Provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- E. City, Purchaser, or Owner shall refer to the City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546.
- F. Contract means the contract awarded pursuant to this solicitation.
- G. Contractor means the bidder to which a contract award has been made by the City.
- H. Purchase Order means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

- A. The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the City Secretary's Office, City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546 will be received before the specified hour and date of the opening and be publicly opened and read at 2:00 p.m. Bids which are received after the date and time set for bid opening will not be considered. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked with bid number, time, and date of opening.
- B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid may be rejected. Facsimile bids will not be accepted.
- C. Bids which are received after the date and time set for the bid opening will not be considered.
- D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date.

3. ANTI-LOBBYING PROVISION

- A. Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.
- B. Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Coordinator for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a



proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

4. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid only by a written request received by the Purchasing Coordinator prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

5. GENERAL CONDITIONS

Bidders will submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- C. All materials, equipment, and supplies which are new, non-standard to the City of Friendswood, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.
- D. Bidders are advised that City contracts are subject to all legal requirements under local, state and federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- E. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.
- F. The City of Friendswood is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

6. DESCRIPTION OF GOODS

- A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.
- B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "OR EQUAL" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

7. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

- A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but



rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

- B. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.
- C. The City of Friendswood is not liable for any costs incurred with replying to this IFB.
- D. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and the total price, the unit price will govern.
- E. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- F. Alternate bids will not be considered unless expressly authorized by the bid documents.
- G. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.
- H. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.
- I. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.
- J. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Friendswood is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.
- K. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision. (See paragraph 11A(11)).
- L. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.
- M. If a bid bond is required, the submitted bond must be an original submitted in the form required by the City in the Bid Documents.

8. CLARIFICATION TO BID DOCUMENTS

If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Coordinator.

9. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.



10. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

11. REJECTION OF BIDS

The City of Friendswood reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Friendswood shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

- A. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.
- B. Bidder's current violation of any City ordinance.
- C. Bidder's misstatement or concealment of any material fact in the bid.
- D. The bid's nonconformance to law or the requirements of the bid.
- E. Failure to use the bid/proposal form furnished by the City of Friendswood.
- F. Failure to properly complete the proposal.
- G. Lack of signature by an authorized representative on the proposal form.
- H. Alteration of bid form.
- I. Evidence of collusion among proposers.
- J. Omission of proposal guarantee (if required).
- K. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

12. AWARD OF CONTRACT

- A. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of Bidder, past relationship with City, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.
- B. The contract will be awarded to the lowest responsible Bidder or to the Bidder who provides goods and/or services at the best value for the City, based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract. If the contract is bid with alternatives, the City reserves the right to select any



combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

- C. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid.

13. **CONTRACT**

- A. This Invitation for Bid (IFB), combined with the Vendor's response (bid) submitted to and accepted by the City, constitutes a contract between the City of Friendswood and the selected vendor at the time the Friendswood City Council awards the contract to such vendor.
- B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this IFB and to be further bound to the representations and information the vendor provides in his response to this IFB.
- C. Acceptance of bidder's offer may be in the form of a "notice of award", a P.O. (purchase order) or a "contract".

14. **RESERVATIONS**

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date. Notification will be made by addendum.
- C. Reissue a bid invitation or proposal.
- D. Procure any item by other allowable means.
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.
- F. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.
- I. Award any bid to multiple parties if it is in the best interest of the City.
- J. Purchase off of existing contracts available to the City through "Cooperative Purchasing Agreements" if available.

15. **WARRANTIES**

- A. **WARRANTY FOR PRODUCT:** The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing



Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

- B. **WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- C. **SAFETY WARRANTY:** Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

16. **PROTESTS**

- A. The City Council is the final authority on issues relating to this contract. The Purchasing Coordinator is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.
- B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Friendswood, ATTN: Purchasing Coordinator.
- C. The protest may be delivered in person to the department offices located at 910 S. Friendswood Dr., Friendswood, Texas, or by certified mail, return receipt requested, to the following address: City of Friendswood, Purchasing Department, ATTN: Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546.
- D. The written protest must include the following information before it may be considered by the City:
 - 1. Name, mailing address, and business phone number of the protesting party.
 - 2. Identification of the bid or proposal being protested.
 - 3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest.
 - 4. Any documentation or other evidence supporting the protest.
- E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.
- F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no



further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

- G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

17. SHIPMENT & DELIVERY

- A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Friendswood, Texas unless otherwise specified in the IFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.
- B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this IFB shall be new and unused unless noted elsewhere in this IFB.
- C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.
- D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required and include weekends and holidays. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid. "TIME OF THE ESSENCE FOR DELIVERY" section of specifications shall govern the delivery date(s), if such section is included within the specifications.
- E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.
- F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

18. PAYMENTS

- A. Payment of invoices by the City shall be made in full thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Friendswood in Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.
- B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:
 - 1. Each invoice must reference the City of Friendswood contract, agreement, or P.O. number.
 - 2. Only one contract, agreement, or project shall be billed on a particular invoice.
 - 3. Each invoice must have a billing or invoice number and an Invoice Total.



C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. DISCOUNTS

Prompt payment discounts will not be considered in determining low bids and making awards.

20. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

22. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

23. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

24. TERMINATION

- A. **DEFAULT:** Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.
- B. **CONVENIENCE:** The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.
- C. **FUNDING:** The City retains the right to terminate this contract at the expiration of each of the City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

25. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.



26. **SEVERABILITY**

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

27. **INSURANCE**

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

28. **INDEMNITY**

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

29. **CONFIDENTIALITY**

The City of Friendswood is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. **CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm



31. **NOTICES**

All notices called for or required by this agreement will be addressed to the Purchasing Coordinator, City of Friendswood, 910 S. Friendswood Dr., Friendswood, TX 77546, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

32. **CERTIFICATE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 2020-13.



SECTION II – TECHNICAL SPECIFICATIONS AND PRICING

Dump Truck, 14 Cubic Yards 2020 or Newer

The City of Friendswood anticipates an award to the vendor with the best value to the City. Vehicle should have less than 2,000 miles on odometer. Vehicle must be Bright White Clear Coat. Interior will be gray or a variation of. Bidders are to be very clear as to make, model, year, availability, delivery charges and all other fees and costs associated with the purchase. Alternate bids will be considered.

Specs of the dump body:

- 15' OX BODIES Maverick Dump Body
- 12/14 YD Capacity
- Painted white to match cab
- ¼" AR 450 Hardox Floor Plate
- Electric Flip Tarp

In addition to the Standard Specs., the detailed list on the next thirteen (13) pages identifies the upgrades for the unit to be purchased. An attachment follows the bid documents. Alternates will be considered. Alternates must be accompanied with enough details including exact model, etc. for the City to make an informed decision. Delivery will be expected within 30 days of PO issuance and IFB will be evaluated based on 30 days delivery timeframe. Delivery in excess of 30 days will be evaluated based on overall value for the City based on delivery date, pricing, and other factors which may provide the best overall value for the City. Bids shall be submitted by 2:00 pm, Thursday, August 27, 2020.

All bids must include estimated delivery based on City Council award of September 7, 2020.

Delivery Price \$ 103,633.00

Grand Total \$ 103,633.00



DETAILED SPECIFICATIONS FOR

City of Friendswood Dump Truck, 14 Cubic Yards

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-20M (EFF:04/30/19)		
Data Version			
	SPECPRO21 DATA RELEASE VER 001		
Vehicle Configuration			
	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
	2020 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA (EXCLUDING		
	CALIFORNIA AND CARB OPT-IN		
	STATES)		
	UTILITY/REPAIR/MAINTENANCE		
	SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	DIRT/SAND/ROCK COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE		
	TIME, IN TRANSIT, IS SPENT ON PAVED		
	ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT		
	PAVEMENT - MOST SEVERE IN-		
	TRANSIT (BETWEEN SITES) ROAD		
	SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD :		
	12000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD		
	: 40000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT		
	CAPACITY : 52000.0 lbs		
N	EXPECTED GROSS COMBINATION		
	WEIGHT : 52000.0 lbs		
Truck Service			
	END DUMP BODY		
	LEDWELL AND SONS		



EXPECTED BODY/PAYLOAD CG
HEIGHT ABOVE FRAME "XX" INCHES :
32.0 in

Tractor Service

N FLATBED TRAILER
Engine

CUM L9 300 HP @ 2000 RPM, 2200 GOV 640 30
RPM, 860 LB/FT @ 1300 RPM

Electronic Parameters

75 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME
AS ROAD SPEED LIMIT
PTO MODE ENGINE RPM LIMIT - 1100
RPM
PTO RPM WITH CRUISE SET SWITCH -
700 RPM
PTO RPM WITH CRUISE RESUME
SWITCH - 800 RPM
PTO MODE CANCEL VEHICLE SPEED - 5
MPH
PTO GOVERNOR RAMP RATE - 250 RPM
PER SECOND
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5
MPH

Engine Equipment

2016-2019 ONBOARD
DIAGNOSTICS/2010 EPA/CARB/FINAL
GHG17 CONFIGURATION
NO 2008 CARB EMISSION
CERTIFICATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND
FILL
ONE PIECE VALVE COVER
SIDE OF HOOD AIR INTAKE WITH
FIREWALL MOUNTED DONALDSON
AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT
PAD ALTERNATOR WITH REMOTE
BATTERY VOLT SENSE
(2) DTNA GENUINE, FLOODED 10
STARTING, MIN 2000CCA, 370RC,
THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME
MOUNTED LH SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY
CABLES WITH ADDITIONAL FRAME
GROUND RETURN
NON-POLISHED BATTERY BOX COVER



N

CAB AUXILIARY POWER CABLE	5	
POSITIVE LOAD DISCONNECT WITH	8	
CAB MOUNTED CONTROL SWITCH		
MOUNTED OUTBOARD DRIVER SEAT		
POSITIVE AND NEGATIVE POSTS FOR	2	
JUMPSTART LOCATED ON FRAME		
NEXT TO STARTER		
CUMMINS TURBOCHARGED 18.7 CFM		
AIR COMPRESSOR WITH INTERNAL		
SAFETY VALVE		
STANDARD MECHANICAL AIR		
COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL		
SHUTDOWN PROTECTION SYSTEM		
CUMMINS EXHAUST BRAKE INTEGRAL	20	
WITH VARIABLE GEOMETRY TURBO		
WITH ON/OFF DASH SWITCH		
RH OUTBOARD UNDER STEP	30	25
MOUNTED HORIZONTAL		
AFTERTREATMENT SYSTEM		
ASSEMBLY WITH RH B-PILLAR		
MOUNTED VERTICAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE,		
AUTOMATIC OVER THE ROAD		
REGENERATION AND DASH MOUNTED		
REGENERATION REQUEST SWITCH		
10 FOOT 00 INCH (120 INCH+0/-5.9 INCH)		
EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-		
PILLAR MOUNTED ROUTED FROM		
STEP		
6 GALLON DIESEL EXHAUST FLUID		
TANK		
100 PERCENT DIESEL EXHAUST FLUID		
FILL		
LH MEDIUM DUTY STANDARD DIESEL		
EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID		
PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID		
TANK CAP		
ALUMINUM AFTERTREATMENT		
DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
HORTON DRIVEMASTER ADVANTAGE		
ON/OFF FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT		
DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS		
OIL FILTER		
FLEETGUARD PLAIN COOLANT FILTER		
900 SQUARE INCH ALUMINUM	15	
RADIATOR		

*



ANTIFREEZE TO -34F, OAT (NITRITE
AND SILICATE FREE) EXTENDED LIFE
COOLANT
GATES BLUE STRIPE COOLANT HOSES
OR EQUIVALENT
CONSTANT TENSION HOSE CLAMPS
FOR COOLANT HOSES
RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT
FAMILIES WITH VOCATIONAL MODELS
RDS, HS, MH AND TRV
ALLISON VOCATIONAL RATING FOR
ON/OFF HIGHWAY APPLICATIONS
AVAILABLE WITH ALL PRODUCT
FAMILIES
PRIMARY MODE GEARS, LOWEST
GEAR 1, START GEAR 1, HIGHEST GEAR
6, AVAILABLE FOR 3000/4000 PRODUCT
FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST
GEAR 1, START GEAR 1, HIGHEST GEAR
6, AVAILABLE FOR 3000/4000 PRODUCT
FAMILIES ONLY
S1 PREFORMANCE PRIMARY SHIFT
SCHEDULE, AVAILABLE FOR 3000/4000
PRODUCT FAMILIES ONLY
S1 PERFORMANCE SECONDARY SHIFT
SCHEDULE, AVAILABLE FOR 3000/4000
PRODUCT FAMILIES ONLY
2000 RPM PRIMARY MODE SHIFT SPEED
2000 RPM SECONDARY MODE SHIFT
SPEED
ENGINE BRAKE RANGE PRESELECT
RECOMMENDED BY DTNA AND
ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE
ENGINE BRAKE RANGE ALTERNATE
PRESELECT RECOMMENDED BY DTNA
AND ALLISON, THIS DEFINED BY
ENGINE AND VOCATIONAL USAGE
FUEL SENSE 2.0 DISABLED - MAXIMUM
PERFORMANCE - TABLE BASED



DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES
VEHICLE INTERFACE WIRING
CONNECTOR WITHOUT BLUNT CUTS,
AT END OF FRAME
ELECTRONIC TRANSMISSION
CUSTOMER ACCESS CONNECTOR
FIREWALL MOUNTED
CUSTOMER INSTALLED MUNCIE
CS20/CS24 SERIES PTO
PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL
AND DRAIN
PUSH BUTTON ELECTRONIC SHIFT
CONTROL, DASH MOUNTED
TRANSMISSION PROGNOSTICS -
ENABLED 2013
WATER TO OIL TRANSMISSION
COOLER, IN RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL
WITH ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID
(TES-295 COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5
KPI/3.74 DROP SINGLE FRONT AXLE
MERITOR 15X4 Q+ CAM FRONT
BRAKES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE
DRUMS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH
WINDOW, CENTER AND SIDE PLUGS -
OIL
STANDARD SPINDLE NUTS FOR ALL
AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW THP-60 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER
STEERING RESERVOIR
ORGANIC SAE 80/90 FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT
SUSPENSION
MAINTENANCE FREE RUBBER
BUSHINGS - FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment



MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE	2,500
5.86 REAR AXLE RATIO	
IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING	30
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES	
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES	30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR- REAR AXLE VALVE	
BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF	
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH	
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
NON-ASBESTOS REAR BRAKE LINING BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) CONMET CAST IRON REAR BRAKE DRUMS	
REAR OIL SEALS	
WABCO TRISTOP D LONGSTROKE 2- DRIVE AXLE SPRING PARKING CHAMBERS	20
HALDEX AUTOMATIC REAR SLACK ADJUSTERS	
ORGANIC SAE 80/90 REAR AXLE LUBE	

Rear Suspension

TUFTRAC 40,000# REAR SPRING SUSPENSION	410
TUFTRAC STANDARD RIDE HEIGHT AXLE CLAMPING GROUP	
54 INCH AXLE SPACING	
FORE/AFT AND TRANSVERSE CONTROL RODS	
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)	40

Brake System

AIR BRAKE PACKAGE



WABCO 4S/4M ABS
REINFORCED NYLON, FABRIC BRAID
AND WIRE BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK
PRESSURE, NO REAR PROPORTIONING
VALVE
BW AD-9 BRAKE LINE AIR DRYER 20
WITH HEATER
AIR DRYER MOUNTED UNDER HOOD
STEEL AIR BRAKE RESERVOIRS
CLEAR FRAME RAILS FROM BACK OF
CAB TO FRONT REAR SUSPENSION
BRACKET, BOTH RAILS OUTBOARD
PULL CABLES ON ALL AIR
RESERVOIR(S)

Trailer Connections

UPGRADED CHASSIS MULTIPLEXING
UNIT
UPGRADED BULKHEAD
MULTIPLEXING UNIT

Wheelbase & Frame

4775MM (188 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL 70 130
FRAME (8.73MMX277.8MM/0.344X10.94
INCH) 120KSI
1/4 INCH (6.35MM) C-CHANNEL INNER 130 350
FRAME REINFORCEMENT
1775MM (70 INCH) REAR FRAME
OVERHANG
FRAME OVERHANG RANGE: 61 INCH
TO 70 INCH
CALC'D BACK OF CAB TO REAR SUSP
C/L (CA) : 122.45 in
CALCULATED EFFECTIVE BACK OF
CAB TO REAR SUSPENSION C/L (CA) :
119.45 in
CALC'D FRAME LENGTH - OVERALL :
296.88
CALCULATED FRAME SPACE LH SIDE :
41.31 in
CALCULATED FRAME SPACE RH SIDE :
171.55 in
CALC'D SPACE AVAILABLE FOR
DECKPLATE : 122.45 in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
LIGHTWEIGHT HEAVY DUTY -12
ALUMINUM ENGINE CROSSMEMBER



STANDARD CROSSMEMBER BACK OF
TRANSMISSION
STANDARD MIDSHIP #1
CROSSMEMBER(S)
STANDARD REARMOST
CROSSMEMBER
HEAVY DUTY SUSPENSION 30
CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH PAINTED STEEL 30
BUMPER WITH COLLAPSIBLE ENDS
FRONT TOW HOOKS - FRAME 15
MOUNTED
BUMPER MOUNTING FOR SINGLE
LICENSE PLATE
FENDER AND FRONT OF HOOD
MOUNTED FRONT MUDFLAPS
GRADE 8 THREADED HEX HEADED
FRAME FASTENERS

Fuel Tanks

80 GALLON/302 LITER RECTANGULAR 40 10
ALUMINUM FUEL TANK - LH
RECTANGULAR FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL
FUEL/HYDRAULIC TANK(S) WITH
PAINTED BANDS
FUEL TANK(S) FORWARD
PLAIN STEP FINISH
FUEL TANK CAP(S)
DETROIT FUEL/WATER SEPARATOR -5
WITH WATER IN FUEL SENSOR, HAND
PRIMER AND 12 VOLT PREHEATER"
EQUIFLO INBOARD FUEL SYSTEM
NO NATURAL GAS VEHICLE FUEL
TANK VENT LINE/STACK
HIGH TEMPERATURE REINFORCED
NYLON FUEL LINE
FUEL COOLER 10

Tires

MICHELIN XZE2 11R22.5 16 PLY RADIAL 24
FRONT TIRES
MICHELIN X MULTI D 11R22.5 16 PLY 120
RADIAL REAR TIRES (NORTH
AMERICAN ONLY)

Hubs

CONMET PRESET PLUS PREMIUM IRON
FRONT HUBS
CONMET PRESET PLUS PREMIUM IRON
REAR HUBS

Wheels



ACCURIDE 28828 22.5X8.25 10-HUB	26
PILOT 6.18 INSET 2-HAND HD STEEL	
DISC FRONT WHEELS	
ACCURIDE 28828 22.5X8.25 10-HUB	104
PILOT 2-HAND HD STEEL DISC REAR	
WHEELS	
FRONT WHEEL MOUNTING NUTS	
REAR WHEEL MOUNTING NUTS	

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM	
CONVENTIONAL CAB	
AIR CAB MOUNTING	
LH AND RH GRAB HANDLES	
MOLD-IN COLOR GRILLE	
MOLD-IN COLOR HOOD MOUNTED AIR	
INTAKE GRILLE	
FIBERGLASS HOOD	
HOOD LINER, ADDED FIREWALL AND	5
FLOOR HEAT INSULATION	
SINGLE 14 INCH ROUND HADLEY AIR	4
HORN UNDER LH DECK	
SINGLE ELECTRIC HORN	
SINGLE HORN SHIELD	
DOOR LOCKS AND IGNITION SWITCH	
KEYED THE SAME WITH (4) KEYS	
REAR LICENSE PLATE MOUNT END OF	
FRAME	
INTEGRAL HEADLIGHT/MARKER	
ASSEMBLY	
(5) AMBER MARKER LIGHTS	
INTEGRAL STOP/TAIL/BACKUP LIGHTS	
STANDARD FRONT TURN SIGNAL	
LAMPS	
DUAL WEST COAST BRIGHT FINISH	
HEATED MIRRORS WITH LH AND RH	
REMOTE	
DOOR MOUNTED MIRRORS	
102 INCH EQUIPMENT WIDTH	
LH AND RH 8 INCH BRIGHT FINISH	
CONVEX MIRRORS MOUNTED UNDER	
PRIMARY MIRRORS	
STANDARD SIDE/REAR REFLECTORS	
COMPOSITE EXTERIOR SUN VISOR	10
63X14 INCH TINTED REAR WINDOW	
TINTED DOOR GLASS LH AND RH WITH	
TINTED NON-OPERATING WING	
WINDOWS	
RH AND LH ELECTRIC POWERED	4
WINDOWS, PASSENGER SWITCHES ON	
DOOR(S)	
TINTED WINDSHIELD	
2 GALLON WINDSHIELD WASHER	
RESERVOIR WITHOUT FLUID LEVEL	
INDICATOR, FRAME MOUNTED	



Cab Interior

OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE		
INSULATION		
DASH MOUNTED ASH TRAYS AND		
LIGHTER		
FORWARD ROOF MOUNTED CONSOLE		
WITH UPPER STORAGE		
COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
CENTER STORAGE CONSOLE	20	
MOUNTED ON BACKWALL		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR		
CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH		
RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C		
REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION		
AND FUSES		
12V NEGATIVE GROUND ELECTRICAL		
SYSTEM		
DOME LIGHT WITH 3-WAY SWITCH		
ACTIVATED BY LH AND RH DOORS		
LH AND RH ELECTRIC DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT	10	
FLARES		
BASIC HIGH BACK AIR SUSPENSION	30	
DRIVER SEAT WITH MECHANICAL		
LUMBAR AND INTEGRATED CUSHION		
EXTENSION		
BASIC HIGH BACK AIR SUSPENSION	25	10
PASSENGER SEAT WITH MECHANICAL		
LUMBAR AND INTEGRATED CUSHION		
EXTENSION		
DUAL DRIVER AND PASSENGER SEAT	8	
ARMRESTS		
LH AND RH INTEGRAL DOOR PANEL		
ARMRESTS		
VINYL WITH VINYL INSERT DRIVER		
SEAT		
VINYL WITH VINYL INSERT		
PASSENGER SEAT		



BLACK SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN 10
4-SPOKE 18 INCH (450MM) STEERING
WHEEL
DRIVER AND PASSENGER INTERIOR
SUN VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL
BLACK GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT
AND AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY
AIR PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITHOUT GRADUATIONS
97 DB BACKUP ALARM 3
ELECTRONIC CRUISE CONTROL WITH
SWITCHES IN LH SWITCH PANEL
KEY OPERATED IGNITION SWITCH
AND INTEGRAL START POSITION; 4
POSITION OFF/RUN/START/ACCESSORY
ICU3S, 132X48 DISPLAY WITH
DIAGNOSTICS, 28 LED WARNING
LAMPS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED
BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
PROGRAMMABLE RPM CONTROL -
ELECTRONIC ENGINE
ELECTRICAL ENGINE COOLANT
TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL
TEMPERATURE GAUGE
ENGINE AND TRIP HOUR METERS
INTEGRAL WITHIN DRIVER DISPLAY
(1) DASH MOUNTED PTO SWITCH WITH 5
INDICATOR LAMP
ELECTRIC ENGINE OIL PRESSURE
GAUGE
AM/FM/WB WORLD TUNER RADIO 10
WITH BLUETOOTH AND USB AND
AUXILIARY INPUTS, J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
AM/FM ANTENNA MOUNTED ON
FORWARD LH ROOF
ELECTRONIC MPH SPEEDOMETER
WITH SECONDARY KPH SCALE,
WITHOUT ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER



IDLE LIMITER, ELECTRONIC ENGINE
DIGITAL VOLTAGE DISPLAY
INTEGRAL WITH DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER
MOTOR WITH DELAY
MARKER LIGHT SWITCH INTEGRAL
WITH HEADLIGHT SWITCH
ONE VALVE PARKING BRAKE SYSTEM
WITH WARNING INDICATOR
SELF CANCELING TURN SIGNAL
SWITCH WITH DIMMER,
WASHER/WIPER AND HAZARD IN
HANDLE
INTEGRAL ELECTRONIC TURN SIGNAL
FLASHER WITH HAZARD LAMPS
OVERRIDING STOP LAMPS

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EB WHITE ELITE
BC
BLACK, HIGH SOLIDS POLYURETHANE
CHASSIS PAINT
POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W,
TW)
POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W,
TW)
BUMPER PAINT: FP24812 ARGENT
SILVER DUPONT FLEX
SUNVISOR PAINTED SAME AS CAB
COLOR A
STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT
SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE
ONLY

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL :
296.88
CALCULATED EFFECTIVE BACK OF
CAB TO REAR SUSPENSION C/L (CA) :
119.45 in
CALC'D SPACE AVAILABLE FOR
DECKPLATE : 122.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN
SELECTED



TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7138 lbs	7405 lbs	14543 lbs
Total Weight⁺	7138 lbs	7405 lbs	14543 lbs

Extended Warranty

CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES /
 161,000 KM EXTENDED WARRANTY. FEX APPLIES
 CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES /
 161,000 KM AFTERTREATMENT. FEX APPLIES
 ALLISON 3500 RDS SERIES TRANSMISSION EXTEND
 WARRANTY, 5 YEARS/UNLIMITED MILES FEX
 TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED
 TOWING COVERAGE \$550 CAP FEX APPLIES

**BIDDER'S CERTIFICATION**

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Friskelins of Austin is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.

(Company Name)

Signature

Print Name

Carlton Hempel
Carlton Hempel

I certify that _____ is a Nonresident bidder as defined in Section 2252.001(3), Texas Government Code
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____



SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
Austin Truck + Equipment Ltal dba	
Freightliner of Austin	
PHYSICAL ADDRESS:	
1701 Smith Rd	
Austin TX 78721	
PHONE #: 512 389 0000	
FAX #: 512 389 2663	
CONTACT PERSON: Kevin Krings	
PHONE #: 512 389 0000	
REMITTANCE ADDRESS:	
Same as above	
PHONE #: same	
FAX #: same	
CONTACT PERSON: same	
PHONE #: same	
PAYMENT TERMS DISCOUNT: Net 30	
COMPANY TAX ID#: 26-1564219	



PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this IFB. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders
13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
14. Energy Efficiency and Conservation



1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Cameron Hempel
(printed name of signatory)

[Signature] 8-26-20
(signature and date)

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Cameron Hempel
(printed name of signatory)

[Signature] 8-26-20
(signature and date)



THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE.

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

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

Carlton Hempel
(printed name of signatory)

Jaime Ford 8-26-20
(signature and date)

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4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

Cameron Hempel
(printed name of signatory)

 8-26-20
(signature and date)



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5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Carlton Hempel
(printed name of signatory)

Carlton Hempel 8-26-20
(signature and date)

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6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(B)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Caelton Hempel
(printed name of signatory)

[Signature] 8-26-20
(signature and date)

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7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



The Contractor, Freightline of Austin, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this 26 day of August, 2020

By [Signature]
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Carlton Hompe
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Vice President
Title of Authorized Official

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8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Carlton Hempel
(printed name of signatory)

Carlton Hempel 8-26-20
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Carlton Hempel
(printed name of signatory)

Carlton Hempel 8-26-20
(signature and date)

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10. PROCUREMENT OF RECOVERED MATERIALS
42 U.S.C. 6962

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

Carla Hempel
(printed name of signatory)

Carla Hempel 8-26-20
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Carla Hempel
(printed name of signatory)

Carla Hempel
(signature and date)

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12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Carlton Hempel
(printed name of signatory)

Carlton Hempel 8-26-20
(signature and date)

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2CFR §200.321)

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Carlton Hempel
(printed name of signatory)

Carlton Hempel 8-26-20
(signature and date)

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14. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U. S. C. § 6201).

Ciseltan Hempel
(printed name of signatory)

 8-26-20
(signature and date)

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TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

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Ox Bodies INC
719 Columbus Street East
Fayette AL 35555
USA
800-844-2519

End User: City of Friendswood
Customer: 34358

Kevin Krieg
AUSTIN TRUCK & EQUIPMENT, LTD
1701 SMITH ROAD
D/B/A FOA BODY & EQUIPMENT
Austin TX 78721
USA

Phone: (512) 389-0000

Fax: 512-389-2663

Taken By: Jennifer Reed

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01039612	Net 90 Days	8/25/2020	9/24/2020	GRIFFITH, KELLY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2329621	MV851500-1214YD-56/36/44STR-STD-I	15,955.08	15,955.08

*****INSTALLATION AT BAYTOWN FACILITY

Yardage 12/14

Body Style: MAVERICK
Body ID: 85
Body Length: 15'
Hoist Model: 63124
Frame Style: TUBE w/X-MEM 12 C/L
Front Style: STRAIGHT
Rear Style: STRAIGHT
Front Exhaust Notch: NO
Front Height: 56
Side Height Front: 36
Side Height Rear: 36
Rear Height: 44
Side Material: SHEET-10GA-A36
Front Material: SHEET-10GA-A36
Tailgate Material: SHEET-7GA-A36
Floor Material: PLATE-1/4-AR450
Skirt Material: NA
Cabshield Style: STANDARD
Cabshield Projection: 24
Cabshield Width: 85
Tarp Style: MOUNTAIN
Tailgate Type: STANDARD
Coal Chutes: 0
Tailgate Bracing Style: 1 HORIZONTAL
Horizontal Side Brace: NO
Side Top Rail Style: 4x4x.120 (Standard)
Lineposts: YES
Dump Apron: HEAVY DUTY
Dump Apron Size: 10
Side Light Cutouts: LOWER FRONT
Metro Light Quantity: 1
Dirt Shedding Angle: NO
Board Holder Height: 8

Ladders / Steps: Ladder from Automation Model (STD Ladder)

Body Add-On: Body Add-On
Body Add-On: Paint
Paint: Match Cab/Custom

Truck: Truck
Truck: Installed
Side Boards: BOARD KIT WOOD 8" - UP TO 17' - NOT SLOPED SIDES



TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

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Hydraulic Tank: HYD TANK PYRAMID FLAT BOTTOM STD PHINST
Rear Hinge: ASSEMBLY HINGE REAR REM LARGE(STD) PHINS
Hoist - STD FRAMES W/ TUBING RUNNERS: 1780208 - 63126 HYVA
Cab Controls: Auto Trans: CTRL KIT ES PTO/CABLE TO PUMP PHINS
Pump - Auto Trans: PUMP KIT CS/AUTO G102-D1-2.0(073)C/W ROT
PTO - Auto Transmission: PTO KIT ELEC AT 280GDFJP-B5RK PHINST
Mud Flaps - Maverick / Chisholm: MUD FLAP KIT 30" W/GRVL GUARD MAV PHINST
Backup Alarm: STD BACK-UP ALARM KIT PHINST
Front Harness Options: LTS KIT-C/S-2 C/M-PHINST
Side Harness Options: LTS KIT-LWR FRT C/M-14.5-20-PHINST
Rear Harness Options: LTS KIT-1SET MET-PHINST
Truck Plug Options: Freightliner PIGTAIL
Air Tailgate Kit: TAILGATE KIT AIR PHINST
Body Prop: BODY PROP PHINST KIT <=16FT
Chrome Turnout: Cabshield Installed - Chrome Turnout
Cab Height: Other Cab Height (Specify on Order)

EA	1.00 2275657	TARP ELEC-MOUNTAIN-10-16FT-MSH-N/FL-ETTC	1,277.82	1,277.82
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Lift Axle:

Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service.

PTO Maintenance:

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owner's manual for regular maintenance intervals.

****By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.**

X _____

TRUCK YEAR/MAKE/MODEL _____ CLEAR CT: _____

VIN _____ TRANS _____

CHASSIS ETA _____ DUMP BODY COLOR _____

****Pto switch in dash is recommended for all automatic or automated transmissions. ****

****Tractor valve must be in cab for glads to be plumbed ****

Gross Sales:	18,530.00
Order Disc	1,297.10
Sale Amount:	17,232.90
Freight:	0.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	17,232.90

Prepared for:
 STEVE VAVRECKA
 CITY OF FRIENDSWOOD
 152355 BLACKHAWK BLVD
 FRIENDSWOOD, TX 77546
 Phone: 281-996-3384

Prepared by:
 Kevin Krieg
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

S P E C I F I C A T I O N P R O P O S A L

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-23M (EFF:01/21/20)		
Data Version			
	SPECPRO21 DATA RELEASE VER 030		
Vehicle Configuration			
	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
	2021 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	DIRT/SAND/ROCK COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs		



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 AUSTIN, TX 78721
 Phone: 512-389-0000

Description	Weight Front	Weight Rear
Truck Service		
END DUMP BODY		
OX BODIES (TBEI)		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine		
CUM L9 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM	640	30
Electronic Parameters		
75 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 1100 RPM		
PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
NO 2008 CARB EMISSION CERTIFICATION		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		

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Description	Weight Front	Weight Rear
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR AIR COMPRESSOR DISCHARGE LINE ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH 10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP 6 GALLON DIESEL EXHAUST FLUID TANK 100 PERCENT DIESEL EXHAUST FLUID FILL LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING STANDARD DIESEL EXHAUST FLUID TANK CAP ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S) HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED CUMMINS SPIN ON FUEL FILTER COMBINATION FULL FLOW/BYPASS OIL FILTER FLEETGUARD PLAIN COOLANT FILTER 900 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT	15	



Prepared for:
 STEVE VAVRECKA
 CITY OF FRIENDSWOOD
 152355 BLACKHAWK BLVD
 FRIENDSWOOD, TX 77546
 Phone: 281-996-3384

Prepared by:
 Kevin Krieg
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Description	Weight Front	Weight Rear
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

2000 RPM PRIMARY MODE SHIFT SPEED

2000 RPM SECONDARY MODE SHIFT SPEED

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES



Prepared for:
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Description	Weight Front	Weight Rear
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 MERITOR 15X4 Q+ CAM FRONT BRAKES
 NON-ASBESTOS FRONT BRAKE LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT OIL SEALS
 VENTED FRONT HUB CAPS WITH WINDOW,
 CENTER AND SIDE PLUGS - OIL
 STANDARD SPINDLE NUTS FOR ALL AXLES
 MERITOR AUTOMATIC FRONT SLACK
 ADJUSTERS
 TRW THP-60 POWER STEERING
 POWER STEERING PUMP
 2 QUART SEE THROUGH POWER STEERING
 RESERVOIR
 MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT
 SUSPENSION
 MAINTENANCE FREE RUBBER BUSHINGS -
 FRONT SUSPENSION
 FRONT SHOCK ABSORBERS

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Description	Weight Front	Weight Rear
Rear Axle and Equipment		
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
5.86 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
MINERAL SAE 80/90 REAR AXLE LUBE		
Rear Suspension		
TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION		815
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
AXLE CLAMPING GROUP		
55 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Brake System		

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Description	Weight Front	Weight Rear
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
AIR DRYER MOUNTED UNDER HOOD		
STEEL AIR BRAKE RESERVOIRS		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET BOTH RAILS OUTBOARD		
PULL CABLES ON ALL AIR RESERVOIR(S)		

Trailer Connections

UPGRADED CHASSIS MULTIPLEXING UNIT
 UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

4775MM (188 INCH) WHEELBASE

11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	130	350

1775MM (70 INCH) REAR FRAME OVERHANG
 FRAME OVERHANG RANGE: 61 INCH TO 70
 INCH

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
 122.44 in

CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 119.44 in

CALC'D FRAME LENGTH - OVERALL : 296.87

CALCULATED FRAME SPACE LH SIDE : 40.8 in

CALCULATED FRAME SPACE RH SIDE : 171.04
 in

CALC'D SPACE AVAILABLE FOR DECKPLATE :
 122.45 in

SQUARE END OF FRAME

FRONT CLOSING CROSSMEMBER



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Description	Weight Front	Weight Rear
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER	-5	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
FUEL COOLER	10	
Tires		
MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES	24	
MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		120
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		

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Description	Weight Front	Weight Rear
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
LH AND RH GRAB HANDLES		
MOLD-IN COLOR GRILLE		
MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
SINGLE ELECTRIC HORN		
SINGLE HORN SHIELD		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 2		
REAR LICENSE PLATE MOUNT END OF FRAME		
INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
(5) AMBER MARKER LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
COMPOSITE EXTERIOR SUN VISOR	10	
63X14 INCH TINTED REAR WINDOW		

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Description	Weight Front	Weight Rear
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
DASH MOUNTED ASH TRAYS AND LIGHTER		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOVE LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
LH AND RH ELECTRIC DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	

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Description	Weight Front	Weight Rear
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
VINYL WITH VINYL INSERT DRIVER SEAT		
VINYL WITH VINYL INSERT PASSENGER SEAT		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL	
GRAY CENTER INSTRUMENT PANEL	
BLACK GAUGE BEZELS	
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM	
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES	
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS	
97 DB BACKUP ALARM	3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL	
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED	
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH	
2 INCH ELECTRIC FUEL GAUGE	
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE	
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE	
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE	



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Description	Weight Front	Weight Rear
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IDLE LIMITER, ELECTRONIC ENGINE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 POWDER WHITE (N0006EA) FRONT
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX



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Description	Weight Front	Weight Rear
SUNVISOR PAINTED SAME AS CAB COLOR A STANDARD E COAT/UNDERCOATING		

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 119.44 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 122.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7138 lbs	7810 lbs	14948 lbs
Total Weight ⁺	7138 lbs	7810 lbs	14948 lbs

Extended Warranty

CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 EXTENDED WARRANTY. FEX APPLIES
 CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 AFTERTREATMENT. FEX APPLIES
 ALLISON 3500 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5
 YEARS/UNLIMITED MILES FEX
 TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES



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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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: September 14, 2020

Date submitted: 8/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the disposal of three decommissioned Police vehicles through Houston Auto Auction

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The police department has three decommissioned police vehicles (P264 – 2010 Ford Crown Victoria, P298 – 2016 Ford Explorer; and UC7 – 2001 Ford Taurus) that it presents for disposal. The department will dispose of the vehicles through services provided by Houston Auto Auction. The vehicles has been in service 2010, 2016 and 2011, respectively. Costs associated with keeping the vehicles suitable for service are high, making the most cost effective solution to auction them. P264 was replaced in 2019, P298 will be replaced in 2020 and UC7 was a transfer from another City department. All vehicles will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of all of these vehicles will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of these assets in the manner described above.

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: September 14, 2020

Date submitted: 7/28/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the July 2020 Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax July 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



August 5, 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 July, 2020 is true and correct.

Under my hand and seal this 5th day of August, 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
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

08/03/2020 08:19:22 3520993
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2020 THRU 07/31/2020
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 33
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O I & S TOTAL	.432160 .089279 .521439	87,975.01 18,174.43 106,149.44	.00 .00 .00	7,194.75 1,486.38 8,681.13	.00 .00 .00	95,169.76 19,660.81 114,830.57	8,238.50 .00 8,238.50	.00 .00 .00	.00 .00 .00	103,408.26 19,660.81 123,069.07
2018	M & O I & S TOTAL	.437173 .095218 .532391	5,043.68- 1,098.50- 6,142.18-	.00 .00 .00	882.64 192.24 1,074.88	.00 .00 .00	4,161.04- 906.26- 5,067.30-	748.75 .00 748.75	.00 .00 .00	.00 .00 .00	3,412.29- 906.26- 4,318.55-
2017	M & O I & S TOTAL	.432349 .095000 .527349	1,198.29 263.34 1,461.63	.00 .00 .00	479.31 105.32 584.63	.00 .00 .00	1,677.60 368.66 2,046.26	390.79 .00 390.79	.00 .00 .00	.00 .00 .00	2,068.39 368.66 2,437.05
2016	M & O I & S TOTAL	.462000 .084000 .546000	301.76 54.85 356.61	.00 .00 .00	82.46 15.00 97.46	.00 .00 .00	384.22 69.85 454.07	55.59 .00 55.59	.00 .00 .00	.00 .00 .00	439.81 69.85 509.66
2015	M & O I & S TOTAL	.497200 .071500 .568700	1.72 .25 1.97	.00 .00 .00	32.38 4.66 37.04	.00 .00 .00	34.10 4.91 39.01	18.64 .00 18.64	.00 .00 .00	.00 .00 .00	52.74 4.91 57.65
2014	M & O I & S TOTAL	.530300 .061100 .591400	5.67 .65 6.32	.00 .00 .00	.00 .00 .00	.00 .00 .00	5.67 .65 6.32	.00 .00 .00	.00 .00 .00	.00 .00 .00	5.67 .65 6.32
2013	M & O I & S TOTAL	.530300 .061100 .591400	4.78 .54 5.32	.00 .00 .00	2.50 .28 2.78	.00 .00 .00	7.28 .82 8.10	.00 .00 .00	.00 .00 .00	.00 .00 .00	7.28 .82 8.10
2012	M & O I & S TOTAL	.530700 .066300 .597000	5.76 .72 6.48	.00 .00 .00	.68 .09 .77	.00 .00 .00	6.44 .81 7.25	.31 .00 .31	.00 .00 .00	.00 .00 .00	6.75 .81 7.56
2011	M & O I & S TOTAL	.521800 .068400 .590200	2.64 .34 2.98	.00 .00 .00	3.00 .39 3.39	.00 .00 .00	5.64 .73 6.37	.00 .00 .00	.00 .00 .00	.00 .00 .00	5.64 .73 6.37
2010	M & O I & S TOTAL	.519800 .065300 .585100	.11 .01 .12	.00 .00 .00	.12 .02 .14	.00 .00 .00	.23 .03 .26	.00 .00 .00	.00 .00 .00	.00 .00 .00	.23 .03 .26
ALL	M & O I & S TOTAL		84,452.06 17,396.63 101,848.69	.00 .00 .00	8,677.84 1,804.38 10,482.22	.00 .00 .00	93,129.90 19,201.01 112,330.91	9,452.58 .00 9,452.58	.00 .00 .00	.00 .00 .00	102,582.48 19,201.01 121,783.49

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RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DIQ	M & O		3,522.95-	.00	1,483.09	.00	2,039.86-	1,214.08	.00	.00	825.78-
DIQ	I & S		777.80-	.00	318.00	.00	459.80-	.00	.00	.00	459.80-
DIQ	TOTAL		4,300.75-	.00	1,801.09	.00	2,499.66-	1,214.08	.00	.00	1,285.58-
CURR	M & O		87,975.01	.00	7,194.75	.00	95,169.76	8,238.50	.00	.00	103,408.26
CURR	I & S		18,174.43	.00	1,486.38	.00	19,660.81	.00	.00	.00	19,660.81
CURR	TOTAL		106,149.44	.00	8,681.13	.00	114,830.57	8,238.50	.00	.00	123,069.07

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2015 RF200720	219153	202003	373.79-	0.00	0.00	0.00 1554	373.79	0.00 RF
2015 RF200720	219153	202003	0.00	0.00	0.00	0.00 1554	373.79-	373.79-RF
2015 TOTAL			373.79-	0.00	0.00	0.00	0.00	373.79-
2018 RF200716	1043980000010	201901	136.60-	0.00	0.00	0.00 HK22	136.60	0.00 RF
2018 RF200716	1043980000010	201901	0.00	0.00	0.00	0.00 HK22	136.60-	136.60-RF
2018 RF200716	1096320000011	201812	133.10-	0.00	0.00	0.00 HK22	133.10	0.00 RF
2018 RF200720	1096320000011	201812	0.00	0.00	0.00	0.00 HK22	133.10-	133.10-RF
2018 RF200720	168985	201901	337.21-	0.00	0.00	0.00 1851	337.21	0.00 RF
2018 RF200720	168985	201901	0.00	0.00	0.00	0.00 1851	337.21-	337.21-RF
2018 RF200720	169018	201812	0.00	0.00	0.00	0.00 1851	380.17-	380.17-RF
2018 RF200720	169018	201812	380.17-	0.00	0.00	0.00 1851	380.17	0.00 RF
2018 RF200720	184361	201812	0.00	0.00	0.00	0.00 1851	133.10-	133.10-RF
2018 RF200720	184361	201812	133.10-	0.00	0.00	0.00 1851	133.10	0.00 RF
2018 RF200720	200798	201812	0.00	0.00	0.00	0.00 1851	133.10-	133.10-RF
2018 RF200720	200798	201812	133.10-	0.00	0.00	0.00 1851	133.10	0.00 RF
2018 RF200720	201842	201812	0.00	0.00	0.00	0.00 1851	123.34-	123.34-RF
2018 RF200720	201842	201812	123.34-	0.00	0.00	0.00 1851	123.34	0.00 RF
2018 RF200720	203181	201812	133.10-	0.00	0.00	0.00 1851	133.10-	133.10-RF
2018 RF200720	203181	201812	0.00	0.00	0.00	0.00 1851	180.14-	180.14-RF
2018 RF200720	219163	201812	180.14-	0.00	0.00	0.00 1851	180.14	0.00 RF
2018 RF200720	219163	201812	0.00	0.00	0.00	0.00 1851	133.09-	133.09-RF
2018 RF200720	219249	201810	0.00	0.00	0.00	0.00 1851	133.09	0.00 RF
2018 RF200720	219249	201810	133.09-	0.00	0.00	0.00 1851	264.62-	264.62-RF
2018 RF200720	288695	201812	0.00	0.00	0.00	0.00 1851	264.62	0.00 RF
2018 RF200720	288695	201812	264.62-	0.00	0.00	0.00 1851	133.10-	133.10-RF
2018 RF200720	288776	201812	0.00	0.00	0.00	0.00 1851	133.10	0.00 RF
2018 RF200720	288776	201812	133.10-	0.00	0.00	0.00 1851	133.10-	133.10-RF
2018 RF200720	292416	201812	0.00	0.00	0.00	0.00 1851	133.10	0.00 RF
2018 RF200720	292416	201812	133.10-	0.00	0.00	0.00 1851	368.36-	368.36-RF
2018 RF200720	293566	201812	0.00	0.00	0.00	0.00 1851	368.36	0.00 RF
2018 RF200720	293566	201812	368.36-	0.00	0.00	0.00 1851	167.65-	167.65-RF
2018 RF200720	294707	201812	0.00	0.00	0.00	0.00 1851	167.65	0.00 RF
2018 RF200720	294707	201812	167.65-	0.00	0.00	0.00 1851	133.10-	133.10-RF
2018 RF200720	310895	201906	133.10-	0.00	0.00	0.00 1851	133.10	0.00 RF
2018 RF200720	310895	201906	0.00	0.00	0.00	0.00 1851	333.06-	333.06-RF
2018 RF200720	310895	201812	333.06-	0.00	0.00	0.00 1851	559.59-	559.59-RF
2018 RF200720	361975	201812	0.00	0.00	0.00	0.00 1851	559.59	0.00 RF
2018 RF200720	412753	201812	559.59-	0.00	0.00	0.00 1851	559.30-	559.30-RF
2018 RF200720	412753	201812	0.00	0.00	0.00	0.00 1851	559.30	0.00 RF
2018 RF200720	511174	201812	0.00	0.00	0.00	0.00 1851	694.97-	694.97-RF
2018 RF200720	511174	201812	559.30-	0.00	0.00	0.00 1851		
2018 RF200720	516837	201901	0.00	0.00	0.00	0.00 1851		

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YEAR	DEPOSIT	ACCOUNT	NUMBER	PAID	EFF YR/MO	LEVY	DISCOUNT	EFF YR/MO	PENALTY INTEREST	ATTORNEY CAUSE	REV	REFUND AMOUNT	PAYMENT AMOUNT
2018	RF200720	516837			201901	694.97-	0.00		0.00	0.00	18S1	694.97	0.00 RF
2018	RF200720	522414			201901	0.00	0.00		0.00	0.00	18S1	493.54-	493.54-RF
2018	RF200720	522414			201901	493.54-	0.00		0.00	0.00	18S1	493.54	0.00 RF
2018	RF200720	524530			201811	0.00	0.00		0.00	0.00	18S1	678.33-	678.33-RF
2018	RF200720	524530			201811	678.33-	0.00		0.00	0.00	18S1	678.33	0.00 RF
2018	RF200720	601523			201812	1,013.36-	0.00		0.00	0.00	18S1	1,013.36	0.00 RF
2018	RF200720	601523			201812	0.00	0.00		0.00	0.00	18S1	1,013.36-	1,013.36-RF
2018	RF200720	601523			201901	542.43-	0.00		0.00	0.00	18S1	542.43	0.00 RF
2018	RF200720	605176			201901	0.00	0.00		0.00	0.00	18S1	542.43-	542.43-RF
2018	RF200720	606632			201812	0.00	0.00		0.00	0.00	18S1	461.06-	461.06-RF
2018	RF200720	606632			201812	461.06-	0.00		0.00	0.00	18S1	461.06	0.00 RF
2018	RF200720	606712			201812	801.15-	0.00		0.00	0.00	18S1	801.15	0.00 RF
2018	RF200720	606712			201812	0.00	0.00		0.00	0.00	18S1	801.15-	801.15-RF
2018	RF200720	611618			201812	424.72-	0.00		0.00	0.00	18S1	424.72	0.00 RF
2018	RF200720	611618			201812	0.00	0.00		0.00	0.00	18S1	424.72-	424.72-RF
2018	RF200720	611635			201812	408.04-	0.00		0.00	0.00	18S1	408.04	0.00 RF
2018	RF200720	611635			201812	0.00	0.00		0.00	0.00	18S1	408.04-	408.04-RF
2018	RF200717	H2143150			201901	4.97-	0.00		0.00	0.00	HS04	4.97	0.00 RF
2018	RF200717	H2143150			201901	0.00	0.00		0.00	0.00	HS04	4.97-	4.97-RF
2018	RF200717	H2143150			202001	20.07-	0.00		0.00	0.00	HS04	20.07	0.00 RF
2018	RF200717	H2143150			202001	0.00	0.00		0.00	0.00	HS04	20.07-	20.07-RF
2018 TOTAL						10,017.47-	0.00		0.00	0.00		0.00	10,017.47-
2019	RF200717	1022320000021			201912	0.00	0.00		0.00	0.00	HK11	153.26-	153.26-RF
2019	RF200717	1022320000021			201912	153.26-	0.00		0.00	0.00	HK11	153.26	0.00 RF
2019	RF200717	1043980000010			201912	145.47-	0.00		0.00	0.00	HK11	145.47	0.00 RF
2019	RF200717	1043980000010			201912	0.00	0.00		0.00	0.00	HK11	145.47-	145.47-RF
2019	RF200717	1050090000022			201912	0.00	0.00		0.00	0.00	HK11	402.82-	402.82-RF
2019	RF200717	1050090000022			201912	402.82-	0.00		0.00	0.00	HK11	402.82	0.00 RF
2019	RF200717	1063160000024			201912	0.00	0.00		0.00	0.00	HK11	190.72-	190.72-RF
2019	RF200717	1063160000024			201912	0.00	0.00		0.00	0.00	HK11	190.72	0.00 RF
2019	RF200717	1063160000024			201912	190.72-	0.00		0.00				

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INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019	RF200720	169073	201912	0.00	0.00	0.00	0.00 1950	278.71-	278.71-RF
2019	RF200720	169073	201912	278.71-	0.00	0.00	0.00 1950	278.71	0.00 RF
2019	RF200720	184361	201912	139.88-	0.00	0.00	0.00 1950	139.88	0.00 RF
2019	RF200720	184361	201912	0.00	0.00	0.00	0.00 1950	139.88-	139.88-RF
2019	RF200720	200451	202001	780.88-	0.00	0.00	0.00 1950	780.88	0.00 RF
2019	RF200720	200451	202001	0.00	0.00	0.00	0.00 1950	780.88-	780.88-RF
2019	RF200720	200460	202002	130.36-	0.00	9.12-	0.00 1950	139.48	0.00 RF
2019	RF200720	200460	202002	0.00	0.00	0.00	0.00 1950	139.48-	139.48-RF
2019	RF200720	200798	201912	0.00	0.00	0.00	0.00 1950	130.36-	130.36-RF
2019	RF200720	200798	201912	130.36-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	201021	201912	297.50-	0.00	0.00	0.00 1950	297.50	0.00 RF
2019	RF200720	201021	201912	0.00	0.00	0.00	0.00 1950	297.50-	297.50-RF
2019	RF200720	201150	201912	130.36-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	201150	201912	0.00	0.00	0.00	0.00 1950	130.36-	130.36-RF
2019	RF200720	201756	201912	294.74-	0.00	0.00	0.00 1950	294.74	0.00 RF
2019	RF200720	201756	201912	0.00	0.00	0.00	0.00 1950	294.74-	294.74-RF
2019	RF200720	201842	201912	160.71-	0.00	0.00	0.00 1950	160.71	0.00 RF
2019	RF200720	201842	201912	0.00	0.00	0.00	0.00 1950	160.71-	160.71-RF
2019	RF200720	218781	201912	231.76-	0.00	0.00	0.00 CERT	0.00	231.76-TR
2019	RF200720	218843	201912	261.74-	0.00	0.00	0.00 1950	261.74	0.00 RF
2019	RF200720	218843	201912	0.00	0.00	0.00	0.00 1950	197.02-	197.02-RF
2019	RF200720	218861	202006	0.00	0.00	0.00	0.00 1950	174.61-	174.61-RF
2019	RF200720	218861	202006	171.32-	0.00	25.70-	0.00 1950	174.61	0.00 RF
2019	RF200720	219163	201912	0.00	0.00	0.00	0.00 1950	146.28-	146.28-RF
2019	RF200720	219163	201912	174.61-	0.00	0.00	0.00 1950	146.28	0.00 RF
2019	RF200720	219249	201911	0.00	0.00	0.00	0.00 1950	254.32-	254.32-RF
2019	RF200720	219249	201911	146.28-	0.00	0.00	0.00 1950	254.32	0.00 RF
2019	RF200720	288695	201912	0.00	0.00	0.00	0.00 1950	130.36	130.36-RF
2019	RF200720	288695	201912	254.32-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	288776	201912	130.36-	0.00	0.00	0.00 1950	256.79-	256.79-RF
2019	RF200720	288776	201912	0.00	0.00	0.00	0.00 1950	256.79	0.00 RF
2019	RF200720	292272	201912	0.00	0.00	0.00	0.00 1950	130.36-	130.36-RF
2019	RF200720	292272	201912	256.79-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	292416	201912	0.00	0.00	0.00	0.00 1950	234.64	234.64-RF
2019	RF200720	292416	201912	130.36-	0.00	0.00	0.00 1950	234.64	0.00 RF
2019	RF200720	292466	202001	234.64-	0.00	0.00	0.00 1950	398.82-	398.82-RF
2019	RF200720	292466	202001	0.00	0.00	0.00	0.00 1950	209.43-	209.43-RF
2019	RF200720	293566	201912	0.00	0.00	0.00	0.00 1950	388.14	388.14-RF
2019	RF200720	293566	201912	398.82-	0.00	0.00	0.00 1950	388.14-	388.14-RF
2019	RF200720	294707	201912	0.00	0.00	0.00	0.00 1950	130.36	130.36-RF
2019	RF200720	308600	201912	209.43-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	308600	201912	388.14-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	310895	202006	130.36-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	310895	202006	0.00	0.00	0.00	0.00 1950	130.36-	130.36-RF

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INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019	RF200720	350514	202001	12.33-	0.00	0.00	0.00 1950	12.33	0.00 RF
2019	RF200720	350514	202001	0.00	0.00	0.00	0.00 1950	12.33-	12.33-RF
2019	RF200720	352136	201912	334.19-	0.00	0.00	0.00 1950	334.19	0.00 RF
2019	RF200720	352136	201912	0.00	0.00	0.00	0.00 1950	334.19-	334.19-RF
2019	RF200720	361975	201912	351.37-	0.00	0.00	0.00 1950	351.37	0.00 RF
2019	RF200720	361975	201912	0.00	0.00	0.00	0.00 1950	351.37-	351.37-RF
2019	RF200720	380046	201912	322.45-	0.00	0.00	0.00 1950	322.45	0.00 RF
2019	RF200720	380046	201912	0.00	0.00	0.00	0.00 1950	322.45-	322.45-RF
2019	RF200720	394280	201912	603.19-	0.00	0.00	0.00 1950	603.19	0.00 RF
2019	RF200720	394280	201912	0.00	0.00	0.00	0.00 1950	603.19-	603.19-RF
2019	RF200720	400274	201912	0.00	0.00	0.00	0.00 1950	130.36-	130.36-RF
2019	RF200720	400274	201912	130.36-	0.00	0.00	0.00 1950	130.36	0.00 RF
2019	RF200720	401154	201912	0.00	0.00	0.00	0.00 1950	426.37-	426.37-RF
2019	RF200720	401154	201912	426.37-	0.00	0.00	0.00 1950	426.37	0.00 RF
2019	RF200720	401225	201912	0.00	0.00	0.00	0.00 1950	581.73-	581.73-RF
2019	RF200720	401225	201912	581.73-	0.00	0.00	0.00 1950	581.73	0.00 RF
2019	RF200720	412753	201912	548.08-	0.00	0.00	0.00 1950	548.08	0.00 RF
2019	RF200720	412753	201912	0.00	0.00	0.00	0.00 1950	548.08-	548.08-RF
2019	RF200720	414780	201912	24.98-	0.00	0.00	0.00 1950	24.98	0.00 RF
2019	RF200720	414780	201912	0.00	0.00	0.00	0.00 1950	24.98-	24.98-RF
2019	RF200720	511174	201912	0.00	0.00	0.00	0.00 1950	547.79-	547.79-RF
2019	RF200720	511174	201912	547.79-	0.00	0.00	0.00 1950	547.79	0.00 RF
2019	RF200720	516837	202001	0.00	0.00	0.00	0.00 1950	1,009.68-	1,009.68-RF
2019	RF200720	516837	202001	1,009.68-	0.00	0.00	0.00 1950	1,009.68	0.00 RF
2019	RF200720	521165	201911	0.00	0.00	0.00	0.00 1950	36.33-	36.33-RF
2019	RF200720	521165	201911	36.33-	0.00	0.00	0.00 1950	36.33	0.00 RF
2019	RF200720	522414	202001	0.00	0.00	0.00	0.00 1950	501.47-	501.47-RF
2019	RF200720	522414	202001	501.47-	0.00	0.00	0.00 1950	501.47	0.00 RF
2019	RF200720	524530	201912	0.00	0.00	0.00	0.00 1950	677.87-	677.87-RF
2019	RF200720	524530	201912	677.87-	0.00	0.00	0.00 1950	677.87	0.00 RF
2019	RF200720	601523	201912	992.50-	0.00	0.00	0.00 1950	992.50	0.00 RF
2019	RF200720	601523	201912	0.00	0.00	0.00	0.00 1950	992.50-	992.50-RF
2019	RF200720	605176	201912	531.26-	0.00	0.00	0.00 1950	531.26	0.00 RF
2019	RF200720	605176	201912	0.00	0.00	0.00	0.00 1950	531.26-	531.26-RF
2019	RF200720	606632	201912	462.52-	0.00	0.00	0.00 1950	462.52	0.00 RF
2019	RF200720	606632	201912	462.52-	0.00	0.00	0.00 1950	462.52-	462.52-RF
2019	RF200720	784.67-	201912	0.00	0.00	0.00	0.00 1950	784.67	0.00 RF
2019	RF200720	784.67-	201912	0.00	0.00	0.00	0.00 1950	784.67-	784.67-RF
2019	RF200720	610693	201912	479.81-	0.00	0.00	0.00 1950	479.81	0.00 RF
2019	RF200720	610693	201912	0.00	0.00	0.00	0.00 1950	479.81-	479.81-RF
2019	RF200720	611618	202001	415.99-	0.00	0.00	0.00 1950	415.99	0.00 RF
2019	RF200720	611618	202001	0.00	0.00	0.00	0.00 1950	415.99-	415.99-RF
2019	RF200720	611635	201912	399.64-	0.00	0.00	0.00 1950	399.64	0.00 RF
2019	RF200720	611635	201912	0.00	0.00	0.00	0.00 1950	399.64-	399.64-RF
2019	RF200720	612682	202001	0.00	0.00	0.00	0.00 1950	791.78-	791.78-RF

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TC298-M SELECTION: DEPOSIT

3520993

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 07/01/2020 THRU 07/31/2020
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019 RF200720	612682	202001	791.78-	0.00	0.00	0.00 1950	791.78	0.00 RF
2019 RF200720	612929	201912	434.26-	0.00	0.00	0.00 1950	434.26	0.00 RF
2019 RF200720	612929	201912	0.00	0.00	0.00	0.00 1950	434.26-	434.26-RF
2019 RF200720	720760	201912	36.25-	0.00	0.00	0.00 1950	36.25	0.00 RF
2019 RF200720	720760	201912	0.00	0.00	0.00	0.00 1950	36.25-	36.25-RF
2019 RF200720	720775	201912	634.37-	0.00	0.00	0.00 1950	634.37	0.00 RF
2019 RF200720	720775	201912	0.00	0.00	0.00	0.00 1950	634.37-	634.37-RF
2019 902072320T	H2099715	202012	281.58-	0.00	0.00	0.00 CERT	0.00	281.58-TR
2019 RF200717	H2143150	201612	1.83-	0.00	0.00	0.00 HK11	1.83	0.00 RF
2019 RF200717	H2143150	201612	0.00	0.00	0.00	0.00 HK11	1.83-	1.83-RF
2019 TOTAL			21,843.58-	0.00	161.81-	166.50-	0.00	22,171.89-
TOTAL REVERSALS			32,234.84-	0.00	161.81-	166.50-	0.00	32,563.15-

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TC298-N SELECTION: DEPOSIT

3520993

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 07/01/2020 THRU 07/31/2020
JURISDICTION: 337 FRIENDWD CITY

PAGE: 18
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2010 TOTAL			0.12	0.00	0.14	0.00	0.00	0.26
2011 TOTAL			2.98	0.00	3.39	0.00	0.00	6.37
2012 TOTAL			6.48	0.00	0.77	0.31	0.00	7.56
2013 TOTAL			5.32	0.00	2.78	0.00	0.00	8.10
2014 TOTAL			6.32	0.00	0.00	0.00	0.00	6.32
2015 TOTAL			375.76	0.00	37.04	18.64	0.00	431.44
2016 TOTAL			356.61	0.00	97.46	55.59	0.00	509.66
2017 TOTAL			1,461.63	0.00	584.63	390.79	0.00	2,437.05
2018 TOTAL			3,875.29	0.00	1,074.88	748.75	0.00	5,698.92
2019 TOTAL			127,993.02	0.00	8,842.94	8,405.00	0.00	145,240.96
TOTAL PAYMENTS			134,083.53	0.00	10,644.03	9,619.08	0.00	154,346.64
2015 TOTAL			373.79-	0.00	0.00	0.00	0.00	373.79-
2018 TOTAL			10,017.47-	0.00	0.00	0.00	0.00	10,017.47-
2019 TOTAL			21,843.58-	0.00	161.81-	166.50-	0.00	22,171.89-
TOTAL REVERSALS			32,234.84-	0.00	161.81-	166.50-	0.00	32,563.15-
TOTAL FOR UNIT			101,848.69	0.00	10,482.22	9,452.58	0.00	121,783.49

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TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 07/31/2020

PAGE: 22
INCLUDES AG ROLLBACK

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 ACTS
CURRENT YEAR	3,494,315.010	174,423,440	3,668,738.450	00.521439	18,682,563.43	16,743

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	17,783,517.63	899,045.80	899,045.80	18,461,425.28	18,461,425.28	221,138.15	98.82	0.00
2018	207,273.10	41,931.62-	41,931.62-	118,684.85	118,684.85	46,656.63	71.78	0.01-
2017	45,549.62	2,863.93-	2,863.93-	20,693.00	20,693.00	21,992.69	48.48	0.00
2016	24,040.73	953.44	953.44	7,663.71	7,663.71	17,330.46	30.66	0.00
2015	18,497.82	381.51-	381.51-	4,106.52	4,106.52	14,009.79	22.67	0.00
2014	18,649.85	132.42-	132.42-	3,769.56	3,769.56	14,747.87	20.36	0.00
2013	13,872.95	.00	0.00	2,647.77	2,647.77	11,225.18	19.09	0.00
2012	12,039.45	.00	0.00	1,073.54	1,073.54	10,965.91	8.92	0.00
2011	11,426.47	.00	0.00	1,154.30	1,154.30	10,272.17	10.10	0.00
2010	10,591.35	.00	0.00	1,085.79	1,085.79	9,505.56	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	0.00
2005	1,428.40	.00	0.00	0.00	0.00	1,428.40	0.00	0.00
2004	650.49	.00	0.00	0.00	0.00	650.49	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85	0.00	0.00
2001	941.66	.00	0.00	0.00	0.00	941.66	0.00	0.00
2000	996.69	.00	0.00	0.00	0.00	996.69	0.00	0.00
1999	481.49	.00	0.00	0.00	0.00	481.49	0.00	0.00
1998	0.00	.00	0.00	0.00	0.00	0.00	0.00	0.00
****	18,175,266.35	854,689.76	854,689.76	18,624,246.16	18,624,246.16	405,709.95		0.01-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2020
LAND VALUE	4,537,437,822	3,891,505,950	52,863,795	42,919-	52,820,876	3,944,326,826
AG EXCLUSION	24,683,691	24,683,691	944,958	0	944,958	25,628,649
IMPROVEMENTS	645,931,872	645,931,872	177,228,220	1,841,325-	175,386,895	821,318,767
APPRAISED VALUE	4,537,437,822	4,537,437,822	230,092,015	1,884,244-	228,207,771	4,765,645,593
EXEMPTIONS	1,018,439,121	1,018,439,121	37,917,571	14,921,802	53,784,331	1,072,223,452
TAXABLE VALUE	3,494,315,010	3,494,315,010	191,229,486	16,806,046-	174,423,440	3,668,738,450
LEVY	17,783,517.63	17,783,517.63	1,253,330.83	354,285.03-	899,045.80	18,682,563.43
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	483	147	153	10,153
OVER 65	2,975	2,975	129	66	68	3,043
DISABLED	181	181	5	11	11	192
VETERAN	205	205	12	4	4	209
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2020
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	2,191,597-	2,173,137-	615,727,272
APPRAISED VALUE	4,207,374,518	4,207,374,518	18,460	2,808,004-	2,789,544-	4,204,584,974
EXEMPTIONS	891,117,422	891,117,422	0	5,743,944	5,743,944	896,861,366
TAXABLE VALUE	3,292,414,186	3,292,414,186	18,460	8,551,948-	8,533,488-	3,283,880,698
LEVY	207,273.10	207,273.10	530.48	42,462.10-	41,931.62-	165,341.48
UNCOLLECTIBLE	.00	.01	.00	.00	.00	.01
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	69	69	10,070
OVER 65	2,897	2,897	0	21	21	2,918
DISABLED	0	0	0	7	7	7
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2020
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	686,283	43,070-	643,213	616,555,024
APPRAISED VALUE	4,271,816,787	4,271,816,787	686,283	43,070-	643,213	4,272,460,000
EXEMPTIONS	988,826,434	988,826,434	603,304	601,471	1,204,775	990,031,209
TAXABLE VALUE	3,264,000,598	3,264,000,598	82,979	644,541-	561,562-	3,263,439,036
LEVY	45,549.62	45,549.62	437.59	3,301.52-	2,863.93-	42,685.69
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	14	14	10,019
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2020
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	194,990-	194,990-	968,655,720
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	162,450	162,450	3,017,002,645
LEVY	24,040.73	24,040.73	.00	953.44	953.44	24,994.17
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	2-	2-	9,911
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

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2020
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	44,075	44,075	906,294,079
TAXABLE VALUE	2,700,525,060	2,700,525,060	0	67,085-	67,085-	2,700,457,975
LEVY	18,497.82	18,497.82	.00	381.51-	381.51-	18,116.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	0	1	1	9,426
OVER 65	2,517	2,517	0	0	0	2,517
DISABLED	170	170	0	0	0	170
VETERAN	231	231	0	1	1	232
TOTAL EXEMPT	632	632	0	0	0	632

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDMD CITY

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INCLUDES AG ROLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2020
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: August 4, 2020 4:12 PM

For Remitted Deposit Dates 07/01/2020 thru 07/31/2020 as of 08/04/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 59159	Print Date:07/07/2020						
	Current	7,822.21	1,615.95	0.00	0.00	0.00	9,438.16
	Delq	56.58	12.43	0.00	0.00	0.00	69.01
Last Deposit Date	07/01/2020	\$7,878.79	\$1,628.38	\$0.00	\$0.00	\$0.00	\$9,507.17
ACH 59200	Print Date:07/07/2020						
	Current	5,119.23	1,057.54	0.00	0.00	0.00	6,176.77
Last Deposit Date	07/02/2020	\$5,119.23	\$1,057.54	\$0.00	\$0.00	\$0.00	\$6,176.77
ACH 59242	Print Date:07/08/2020						
	Current	9,167.23	1,893.84	0.00	0.00	0.00	11,061.07
	Delq	753.78	164.44	0.00	0.00	0.00	918.22
Last Deposit Date	07/06/2020	\$9,921.01	\$2,058.28	\$0.00	\$0.00	\$0.00	\$11,979.29
ACH 59282	Print Date:07/08/2020						
	Current	14,003.87	2,893.03	0.00	0.00	0.00	16,896.90
	Delq	1,322.04	289.28	0.00	0.00	0.00	1,611.32
Last Deposit Date	07/07/2020	\$15,325.91	\$3,182.31	\$0.00	\$0.00	\$0.00	\$18,508.22
ACH 59319	Print Date:07/09/2020						
	Current	6,622.37	1,368.13	0.00	0.00	0.00	7,990.50
	Delq	31.79	6.93	0.00	0.00	0.00	38.72
Last Deposit Date	07/08/2020	\$6,654.16	\$1,375.06	\$0.00	\$0.00	\$0.00	\$8,029.22
ACH 59357	Print Date:07/10/2020						
	Current	1,166.41	240.97	0.00	0.00	0.00	1,407.38
	Delq	59.65	8.58	0.00	0.00	0.00	68.23
Last Deposit Date	07/09/2020	\$1,226.06	\$249.55	\$0.00	\$0.00	\$0.00	\$1,475.61
ACH 59392	Print Date:07/13/2020						
	Current	4,171.89	861.87	0.00	0.00	0.00	5,033.76
	Delq	418.25	65.60	0.00	0.00	0.00	483.85
Last Deposit Date	07/10/2020	\$4,590.14	\$927.47	\$0.00	\$0.00	\$0.00	\$5,517.61
ACH 59422	Print Date:07/14/2020						
	Current	994.35	205.41	0.00	0.00	0.00	1,199.76
Last Deposit Date	07/13/2020	\$994.35	\$205.41	\$0.00	\$0.00	\$0.00	\$1,199.76
ACH 59458	Print Date:07/16/2020						
	Current	1,825.18	377.05	0.00	0.00	0.00	2,202.23
	Delq	80.54	17.70	0.00	0.00	0.00	98.24
Last Deposit Date	07/14/2020	\$1,905.72	\$394.75	\$0.00	\$0.00	\$0.00	\$2,300.47
ACH 59498	Print Date:07/17/2020						
	Current	1,767.54	365.16	0.00	0.00	0.00	2,132.70
Last Deposit Date	07/15/2020	\$1,767.54	\$365.16	\$0.00	\$0.00	\$0.00	\$2,132.70
ACH 59533	Print Date:07/20/2020						
	Current	3,071.94	634.61	0.00	0.00	0.00	3,706.55
	Delq	(221.47)	(48.23)	0.00	0.00	0.00	(269.70)
Last Deposit Date	07/16/2020	\$2,850.47	\$586.38	\$0.00	\$0.00	\$0.00	\$3,436.85

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Summary of Jurisdiction Remittances Processed

Report run on: August 4, 2020 4:12 PM

For Remitted Deposit Dates 07/01/2020 thru 07/31/2020 as of 08/04/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 59569	Print Date:07/20/2020						
	Current	4,176.50	862.82	0.00	0.00	0.00	5,039.32
	Delq	(20.56)	(4.48)	0.00	0.00	0.00	(25.04)
Last Deposit Date	07/17/2020	\$4,155.94	\$858.34	\$0.00	\$0.00	\$0.00	\$5,014.28
ACH 59785	Print Date:07/29/2020						
	Current	16,348.90	3,377.46	0.00	0.00	0.00	19,726.36
	Delq	(4,702.69)	(1,010.18)	0.00	0.00	0.00	(5,712.87)
Last Deposit Date	07/28/2020	\$11,646.21	\$2,367.28	\$0.00	\$0.00	\$0.00	\$14,013.49
ACH 59825	Print Date:07/30/2020						
	Current	5,865.24	1,211.67	0.00	0.00	0.00	7,076.91
Last Deposit Date	07/29/2020	\$5,865.24	\$1,211.67	\$0.00	\$0.00	\$0.00	\$7,076.91
ACH 59865	Print Date:07/31/2020						
	Current	6,929.93	1,431.60	0.00	0.00	0.00	8,361.53
	Delq	166.70	34.74	0.00	0.00	0.00	201.44
Last Deposit Date	07/30/2020	\$7,096.63	\$1,466.34	\$0.00	\$0.00	\$0.00	\$8,562.97
ACH 59903	Print Date:08/04/2020						
	Current	6,116.97	1,263.70	0.00	0.00	0.00	7,380.67
	Delq	15.53	3.39	0.00	0.00	0.00	18.92
Last Deposit Date	07/31/2020	\$6,132.50	\$1,267.09	\$0.00	\$0.00	\$0.00	\$7,399.59
Total:		\$93,129.90	\$19,201.01	\$0.00	\$0.00	\$0.00	\$112,330.91

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: September 14, 2020

Date submitted: 7/28/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the August 3, 2020, Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of August 3, 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. 20200803m DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
AUGUST 3, 2020

6 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, AUGUST 3, 2020, AT 06:00 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 TRISH HANKS
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER SALLY BRANSON
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 Mayor Pro-Tem Hanks.

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.)

Phil Ratisseau, Friendswood resident, addressed Council and stated need to be good stewards of bond money, ask that Council not make up their minds yet but listen, the continued work at Imperial Estates lowering the water level by 3 inches for \$5.5M is not a good deal for the city or taxpayers, limited amount of bond money, need to be prudent in how it is spent, bond was a hard sell, public was concerned about flooding but convinced the city could do it, do the terracing work downstream, spend the \$5.5M helping more people, and be judicious with the bond money.

Ronald Jenkins, Friendswood resident, addressed Council and stated is here to talk about Imperial Estates, bond was seed money to get more money to do the entire project, if start piecemealing it out are defeating the purpose and lying to voters, money was used to get more money to do the complete project, not a piece here or there, plan was for a major Hurricane Harvey, Tropical Storm Allison type storm, will take care of minor storms too, do not waste money where it will not do benefit, numbers do not add up, saving 3 more houses for \$1.5M a piece is not spending money wisely, has been dug enough, move downstream, start helping whole creek area and not just Imperial Estates.

5. WORK SESSION

A. Budget Discussion

Mayor Foreman opened the discussion regarding the city's Fiscal Year 2020-2021 Proposed Budget. Administrative Services Director Katina Hampton presented a PowerPoint presentation regarding the Fiscal Year 2021 Proposed Budget with a total revenue of \$96.3 Million, total expenditures of \$95.7 Million, General Fund revenue of \$30.3 Million, budgeted tax rate of \$0.497314, estimated taxable value of \$3.9 Billion, includes new construction and the value of the over 65 freeze ceilings, projected new construction value and tax debt service obligation, General Fund expenses of \$30.8 Million, General Fund Forces at Work total of \$168,747, General Fund Decision Packages total of \$610,878, unfunded Decision Packages, Water and Sewer Fund revenues of \$16.3 Million, Water and Sewer Fund expenditures of \$16.1 Million, Water and Sewer Fund Forces at Work total of \$233,035, Water and Sewer Fund Decision Packages total of \$69,299, and Water and Sewer Fund unfunded Decision Packages and discussed next steps.

Discussion took place between Mayor, Council, and Staff regarding increase in General Fund sales tax, comfortable with forecast, no decrease with COVID as other cities have seen, when was tax rate this low, how much in above 90-day fund, increased payment to Texas Municipal Retirement System (TMRS), is a calendar year increase, one of the most solvent retirement funds across the country, Friendswood Downtown Economic Development Corporation has capital project related items, merits of using the approximately \$100,000 that was saved on 4th of July event that did not take place as a line item in the upcoming budget, no consensus at last Council meeting so went with city's financial policy, merits of using the savings to offset \$383,000 budget deficit in order to reduce burden on taxpayers, was decided to leave as is, whether a Library position should be funded since metrics are upwards and is needed, discussed how to pay for it, increase tax rate to fund, had unfunded positions to make budget work, is where it is with vacancies left vacant in order to minimize growth in taxes, only growth in this budget is related to the 1 cent to offset growth in debt service, fund capital projects, currently unfunded vacancies in Police Department and City Secretary's office this year, can discontinue programs to fund, suggestion to defer this position for 6 months and look at it again in February, could have unanticipated expense, families in our community having financial struggles, current climate is not very good, 2021 may be great and can do next year, unfair to taxpayers to do this, everything on the unfunded Decision Package (DP) list is probably worthy, what would be added from that list, right now do not know what to expect, would rather wait until further on down and see what happens in 2021, can amend later and add library position if needed, be respectful to our taxpayers, doing with less police officers, each have our own areas that are important to them,

budget team ranked the unfunded DP list, would love to fund all unfunded but is concerned the other shoe has not dropped, should be conservative, appreciates budget has been scrubbed, pandemic has forced people to work from home, library has resources, situation in now is where library needs to come forward, is needed now, position needs to move to the top, more technological time, in a changing society for the next couple of years, sales tax revenue is up and neighbors are down due to new commercial projects that were not open previously, are not as reliant on sales tax as neighbors, plan to adopt budget and tax rate at the September 14, 2020, Council meeting.

B. Capital Improvement Project Update

Mayor Foreman asked to defer this update to the next Council meeting on August 31, 2020.

Mayor Foreman recessed the meeting at 6:57 PM and reconvened at 7:11 PM.

6. Special Recognition and Acknowledgements

A. Oath of Office administered to reappointed Municipal Court Judge James Woltz

City Secretary Melinda Welsh administered the Oath of Office to Municipal Court Judge James Woltz.

7. 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.)

David Allen, Friendswood resident, addressed Council and stated are shutting down the country and doing crazy things and for what reason. Mr. Allen showed handouts he provided to Mayor and Council, concerns with masks not being effective, 30 coronaviruses, forced vaccines, Wuhan Lab issues, proposed vaccine changes DNA, cure already available, do not put up 5G, and is dangerous.

Connie Ratisseau, Friendswood resident, addressed Council and stated contract for senior meals from Houston-Galveston Area Council (H-GAC) should include Friendswood Harris County residents, have already allocated \$6M towards drainage in April, taken \$11.5M out of flood money that will not be matched, already used \$5.5M that will not be matched, benefits are from the project and north 20,000 feet, nothing below, stop with all of the money being spent at Imperial Estates and spread it out, read that completion says park improvements including a frisbee golf course and trail system, Galveston County has also spent several million dollars at Imperial Estates, a lot of money spent and saving 3-5 homes only, read about removing the bridge at Imperial Estates and

putting a low water crossing, how far off of Clear Creek are we going to get before it is no longer considered not on Clear Creek, are we being pressured by city's downstream to do these detention ponds, and is it part of the city's plan.

City Manager Morad Kabiri stated do have answers to each question, the funds approved by the voters in 2019 are being expended in accordance with that direction.

8. City Manager's Report

A. Hurricane Harvey Update

City Manager Morad Kabiri reported that in regards to Hurricane Harvey the demolition and removal services have started on properties acquired through the Hazard Mitigation Grant Program and the Texas Water Development Board Flood Mitigation Assistance Grant. Possible funding available through Senate Bill 7 that can help offset a portion of the 25% local match, and Staff is awaiting confirmation from the Texas Division of Emergency Management. Three of the four properties through the Texas Water Development Board Flood Mitigation Assistance Grant have been closed on or soon to be closed on. Community Development Block Grant – Disaster Recovery Program for Harris County held a kick-off meeting for the Blackhawk Facility, and later in the meeting Council will select an Engineering firm from the RFQ process for the Forest Bend Detention Project. In regard to Community Development Block Grant – Disaster Recovery Program for Galveston County kick-off meetings have been held with Texas General Land Office for the acquisition projects (Frenchman's Creek and Deepwood, and the infrastructure projects (utility line burial and Deepwood Flood Mitigation). The Federal Emergency Management Agency (FEMA) has completed their review of the Deepwood/Shadwell damage costing/project efforts, and the state has approved the city's 428 project application for the effort to acquire the Blackhawk Facility. Staff is working with neighboring drainage districts on application development for regional mitigation projects. Later in the meeting Council will consider an interlocal agreement with the Galveston County Consolidated Drainage District for the Imperial Estates Project.

B. Coronavirus Disease 2019 (COVID-19) Update

City Manager Morad Kabiri stated there is nothing new to report from previous meeting, working with other agencies on use of coronavirus relief funds that the state has made available, partnering with Galveston County to continue testing throughout end of calendar year.

Mayor Foreman stated good job to City Manager for keeping the city rolling during pandemic, has been amazing to take a step back and realize everything continues to go how we expect it to go. Employees have been worried about their own families and still show up, do their job, have not had staff directly affected by virus, and have done a good job of keeping away from each other by social distancing at work.

9. Communications from Committees and Special Reports

A. Annual Report from the Community and Economic Development Committee

City Manager Morad Kabiri stated the Chair was not in attendance to present the Community and Economic Development Committee's annual report. The annual report can be found in the agenda backup material.

Mayor thanked Economic Development Coordinator Karen Capps for guiding this committee.

10. RECESS THE CITY COUNCIL MEETING

Mayor Foreman recessed the City Council meeting to convene into a meeting of the City of Friendswood Employee Benefit Trust.

11. CONVENE A MEETING OF THE CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST PER THE POSTED AGENDA

A meeting of the City of Friendswood Employee Benefit Trust was called to order, per the posted agenda.

****Councilmember Branson moved to approve all items on the Consent Agenda as presented:** A. Consider action accepting the renewal offer from Blue Cross/Blue Shield of Texas for Employee Medical and Pharmacy Insurance. B. Consider action accepting the renewal offer from Guardian for Employee Dental Insurance. C. Consider action to accept the renewal offer from Guardian for Employee Life/AD&D Insurance. D. Consider action to accept the renewal offer from VSP for Employee Vision Insurance. E. Consider action to accept the renewal offer from Lincoln Financial for Employee Long Term Disability (LTD) Insurance. F. Consider action to approve contract from Blue Cross/Blue Shield of Texas for ancillary products, Group Long Term Disability. The motion was seconded and approved unanimously.

12. ADJOURN THE CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST MEETING

Mayor Foreman adjourned the City of Friendswood Employee Benefit Trust meeting.

13. RECONVENE THE CITY COUNCIL MEETING

Mayor Foreman reconvened the City Council meeting.

14. Discussion and Possible Action

A. Discussion and possible action regarding authorizing the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.

****Councilmember Rockey moved to approve the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.**
The motion was seconded and approved unanimously.

B. Discussion and possible action regarding disposition of RFA 2020-02 Primary Bank Depository Services.

****Councilmember Rockey moved to approve the disposition of RFA 2020-02 for Primary Bank Depository Services and award to Wells Fargo Bank.**
The motion was seconded and approved unanimously.

C. Discussion and possible action regarding the disposition of RFQ 2020-06 Forest Bend Detention Pond - Engineering and Environmental Services.

****Councilmember Branson moved to approve the disposition of RFQ 2020-06 for Forest Bend**

Detention Pond – Engineering and Environmental Services and award to RPS Engineering, Inc. The motion was seconded and approved unanimously.

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

****Councilmember Griffon moved to approve an agreement with Harris County for Election Services.**

The motion was seconded and approved unanimously.

E. Discussion and possible action regarding concurrence with the City Manager's appointment of William Bender to the position of Human Resources Director and James O'Brien to the position of Information Technology Director.

****Councilmember Scott moved to approve the City Manager's appointment of William Bender as the Director of Human Resources and James O'Brien as the Director of Information Technology. The motion was seconded and approved unanimously.**

F. Discussion and possible action regarding disposition of RFP 2020-09 Project Management Services for the Community Development Block Grant–Disaster Relief (CDBG-DR) Property Acquisition and Demolition, rejecting all proposals received.

****Councilmember Griffon moved to reject all proposals regarding disposition of RFP 2020-09 Project Management Services for the Community Development Block Grant–Disaster Relief (CDBG-DR) Property Acquisition and Demolition.**

The motion was seconded and approved unanimously.

G. Discussion and possible action regarding action on the proposed Ad Valorem Tax Rate for 2020, (Fiscal Year October 1, 2020, through September 30, 2021), to place a proposal to adopt a rate on the September 14, 2020, City Council agenda, and to schedule any required public hearing.

****Councilmember Hanks moved that the City of Friendswood propose a tax rate of 49.7314 cents per \$100 property valuation for tax year 2020. The proposed rate is comprised of a maintenance and operations rate of 40.2152 cents and a debt service rate of 9.5162 cents.**

The motion was seconded and approved 6-1 with Councilmember Scott opposed.

City Manager Morad Kabiri announced a public hearing and City Council's vote on the proposed tax rate will be included on the September 14, 2020, City Council meeting agenda.

H. Discussion and possible action regarding the approval of an Economic Development Agreement with TBH Holding Group, LLC.

****Councilmember Branson moved to approve an Economic Development Agreement with TBH Holding Group, LLC.**

The motion was seconded and approved unanimously.

I. Discussion and possible action regarding approving an Interlocal Agreement with Galveston County Consolidated Drainage District to pay the district \$5.5 million for the continued construction and completion of the Imperial Estates In-line Detention.

****Councilmember Rockey moved to approve an Interlocal Agreement with Galveston County**

Consolidated Drainage District to pay the district \$5.5 Million for the continued construction and completion of the Imperial Estates In-Line Detention.

The motion was seconded and approved unanimously.

15. Resolutions

Consideration and possible action regarding the following:

A. Resolution No. R2020-19: A resolution of the City Council of the City of Friendswood, Texas, determining land is needed for construction and extension of Friendswood Lakes Boulevard; accepting dedication and conveyance of .0576 acres of land from Wesley West Cattle, L.P., and Wesley West Descendants Trust and ratifying the City Manager's execution of the letter agreement between Taylor Morrison of Texas, Inc., Wesley West Cattle, L.P., Wesley West Descendants Trust and the City of Friendswood, Texas. Regarding Friendswood Lakes Boulevard right-of-way and Avalon Subdivision detention capacity.

****Councilmember Rockey moved to approve Resolution No. R2020-19** – A resolution of the City Council of the City of Friendswood, Texas, determining land is needed for construction and extension of Friendswood Lakes Boulevard; accepting dedication and conveyance of .0576 acres of land from Wesley West Cattle, L.P., and Wesley West Descendants Trust and ratifying the City Manager's execution of the letter agreement between Taylor Morrison of Texas, Inc., Wesley West Cattle, L.P., Wesley West Descendants Trust and the City of Friendswood, Texas. Regarding Friendswood Lakes Boulevard right-of-way and Avalon Subdivision detention capacity. The motion was seconded and approved unanimously.

B. Resolution No. R2020-20: A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

****Councilmember Branson moved to approve Resolution No. R2020-20** – A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy. The motion was seconded and approved unanimously.

16. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2020-28: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, calling for the holding of a Special Election on November 03, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject.

****Mayor Foreman moved to approve the First and Final reading of Ordinance No. 2020-28** –An ordinance of the City Council of the City of Friendswood, Texas, calling for the holding of a Special Election on November 03, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject. The motion was seconded and approved unanimously.

B. Ordinance No. T2020-29: 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 IX" 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 Scott moved to approve the First and Final reading of Ordinance No. 2020-29 –** 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 IX" 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.

C. Ordinance No. T2020-30: First reading of an ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.

****Councilmember Branson moved to approve the First reading of Ordinance No. T2020-30 –** An ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.

The motion was seconded and approved unanimously.

D. Ordinance No. T2020-31: First reading of an ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.

****Councilmember Scott moved to approve the First reading of Ordinance No. T2020-31 –** an ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.

The motion was seconded and approved unanimously.

17. Communications from the Mayor and Councilmembers

Councilmember Erenwert thanked Staff for budget process, clearly a time we have not faced, who knows what tomorrow brings, is in the hospitality industry and is the hardest-hit industry, is in an evolve-or-die kind of world, seeing some of the best brands go down such as Pappas closing restaurants regularly, would like to see the city explore allowing food trucks to come in, people are not going out to eat, create something in the parks, may lead to brick and mortar, will lead to people getting out of their house and outside, money to be made and can make money in permits, would like to be a part of this, and city needs to look into this.

Councilmember Griffon reported that 35 years ago he married his best friend and sweetheart at Friends Church, and thanked his wife for putting up with him.

Councilmember Hanks offered congratulations to Robert and Anita Griffon, had first Keep Friendswood Beautiful meeting since pandemic started, was a Zoom meeting, still have lots of enthusiasm, recent Fairy Trail opened, discussed Santa in the Park, will not have event like normal, coming up with other things to celebrate joyfulness in this community, was a good turnout, school starts this month, keep kids, teachers and administrators in thoughts and prayers, buses probably will not be running again until after Labor Day.

Councilmember Branson thanked Administrative Services Director Katina Hampton again for a fantastic job on the budget. The Labor Day Ice Cream Social will not happen this year, is a combined effort with Keep Friendswood Beautiful, Historical Society and Friends of Downtown Friendswood Association, could not figure out how to have virtual ice cream, and hopes to have it in 2021.

Councilmember Rockey stated it was a good presentation on the budget, after 9 years of doing budget is glad Council can have good discussions without getting mad at each other.

Councilmember Scott and Mayor Foreman had nothing to report.

18. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the September City Council meeting for September 14, 2020, due to the Labor Day holiday on Monday, September 7, 2020
- B. Authorizing Council to invoke Rule 1(A) of the Rules and Procedures regarding scheduling City Council Meetings to hold a Public Hearing on the Budget on Monday, August 31, 2020, in order to adopt the FY21 Budget at the September 14, 2020, Council Meeting
- C. Approving a license agreement with Girouard Holdings, LLC, and Rustika Bakery and Café to allow the use of 4 existing parking spaces and the placement of a dumpster within the right-of-way along Winding Way, located on the property at 1302 S. Friendswood Drive
- D. Approving a Waterline Easement with Coastal Bend Property Development, LP, authorizing the acceptance of the waterline improvements, and initiating the contractor's one year maintenance bond.
- E. Authorizing the final acceptance of the Parking Lot for Old City Park improvement at the completion of the contractor's one-year maintenance period

- F. Approving a Congregate Meal Program Interlocal Agreement with Galveston County Parks and Senior Services Department for the City's Senior Citizen Meal Program
- G. Authorizing the acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project into the contractor's one-year maintenance period
- H. Accepting the June 2020 Tax Report
- I. Approving the minutes of the July 6, 2020, Council Meeting

****Councilmember Scott moved to approve all items on the Consent Agenda as presented with the exception of Agenda Item G.** A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the September City Council meeting for September 14, 2020, due to the Labor Day holiday on Monday, September 7, 2020. B. Authorizing Council to invoke Rule 1(A) of the Rules and Procedures regarding scheduling City Council Meetings to hold a Public Hearing on the Budget on Monday, August 31, 2020, in order to adopt the FY21 Budget at the September 14, 2020, Council Meeting. C. Approving a license agreement with Girouard Holdings, LLC, and Rustika Bakery and Café to allow the use of four existing parking spaces and the placement of a dumpster within the right-of-way along Winding Way, located on the property at 1302 South Friendswood Drive. D. Approving a Waterline Easement with Coastal Bend Property Development, LP, authorizing the acceptance of the waterline improvements, and initiating the contractor's one year maintenance bond. E. Authorizing the final acceptance of the parking lot for Old City Park improvement at the completion of the contractor's one-year maintenance period. F. Approving a Congregate Meal Program Interlocal Agreement with Galveston County Parks and Senior Services Department for the City's Senior Citizen Meal Program. H. Accepting the June 2020 Tax Report. I. Approving the minutes of the July 6, 2020, Council Meeting. The motion was seconded and approved unanimously.

19. Adjournment

The meeting was adjourned at 8:29 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary