STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
JULY 12, 2021

AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, JULY 12, 2021, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS LISTED BELOW:

1. CALL TO ORDER

2. INVOCATION - Led by Pastor David Bridges, Friendswood Friends Church

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

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

4. COUNCIL COMMENTS AND REPORTS

5. PUBLIC COMMUNICATIONS

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises and remarks . Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney or Municipal Judge, shall not be discussed and shall be referred to City Management.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

A. Present the City of Friendswood 5 Star Spirit Awards for 2020 and the first quarter of 2021 to Michael Cordero, CID Sergeant with the Police Department; Matthew Schmidt, Peace Officer with the Police Department; and Bria Whitmire, Project Coordinator with the Engineering Department.

7. COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

A. Receive the annual report from the West Ranch Management District.

B. Receive a presentation of the Declaration of Independence.

8. WORK SESSION

A. Receive and discuss an update of the City of Friendswood Capital Improvement Projects.

9. REQUEST FOR ZONE CLASSIFICATION CHANGE - 1715 AND 1771 S. FRIENDSWOOD DRIVE

A. Conduct a public hearing to receive comments both oral and written regarding a zone classification change located at 1715 and 1771 S. Friendswood Drive, also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD).

B. Consideration and possible action regarding Ordinance No. T 2021-18, the first reading of an ordinance approving a zone classification change located at 1715 and 1771 S. Friendswood Drive, also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD).

10. CITY MANAGER'S REPORT

A. Provide an update on Veteran Parking Signs.

B. Provide an update on Movies in the Park.

C. Provide an update on the City's Safewise designation.

D. Provide a legislative update.

11. BUSINESS ITEMS

A. Discuss and take possible action on RFP 2021-04 City buyout lot mowing.

B. Discuss and take possible action on RFP 2021-05 City property lawn mowing and maintenance services.

C. Discuss and take possible action on RFP 2021-09 regarding Emergency Medical Services billing and collections.

D. Discuss and take possible action on RFP 2021-13 for disaster food services.

E. Discuss and take possible action on a change order request for the 2019-2020 Street Maintenance Project.

F. Discuss and take possible action on a change order request for the 2020-2021 Concrete Street Maintenance Program.

G. Discuss and take possible action on an Interlocal Regional Waste Disposal Facilities Contract for the Blackhawk Waste Water Treatment Facility.

H. Discuss and take possible action on executing a three-year lease-purchase contract for the purchase of computer production server equipment.

I. Discuss and take possible action on approving a contract with Ameresco for automated water meters.

J. Discuss and take possible action regarding the acceptance of updates to the City's Social Media Policy.

K. Discuss and take possible action regarding the appointment of (i) Kitten Brizendine, (ii) Robin Hall, (iii) James H. Nye, (vi) Bill Provenzano, (v) Ron Cox (vi) Judy Wiggins, and (vii) Dave Smith to the City of Friendswood 2021 Charter Review Commission for a term beginning July 2021 and ending on December 2021.

L. Discuss and take possible action regarding the appointment of Cindy Deaton to the Construction Board of Adjustment and Appeals for a three-year term beginning July 2021 and ending July 2024.

M. Consider the appointment of Michael Fernandez as a regular member to the Zoning Board of Adjustment and complete the unexpired term of Mike Czarowitz, which is set to expire on July 2022.

N. Discuss and take possible action on the election of the Mayor Pro Tem.

12. PROPOSED ORDINANCES

A. Consideration and possible action regarding Ordinance No. T2021-19, the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment IX" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

13. CONSENT AGENDA

A. Consider accepting the May 2021 tax report.

B. Consider approving the minutes of the City Council Regular meeting held June 7, 2021.

C. Consider approving the disposal of a decommissioned Police Department vehicle through Houston Auto Auction.

D. Consider authorizing the final acceptance of the City of Friendswood's 2018 Street Maintenance Project at the completion of the contractor's one-year maintenance period.

E. Consider authorizing the acceptance of Friends Heights public paving and utilities improvements project into the contractor's one-year maintenance period.

F. Consider approving a temporary road closure of Skyview Terrace for a private event on Labor Day, Monday, September 6, 2021.

G. Consider approving the sale of an EMS vehicle to Clear Lake EMS.

H. Consider approving the appointments of City Council Liaisons to Committees, Boards, and Commissions.

I. Consider approving the disposal of two (2) decommissioned EMS vehicles through Public Purchase.

J. Consider authorizing the acceptance of the City of Friendswood's 2019 Street Maintenance Project and initiate the contractor's one-year maintenance period.

K. Consider authorizing American Tower/Verizon Wireless to make modifications to the telecommunications tower located at 1606 Whitaker Drive.

14. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. 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, LETICIA BRYSCH, 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 AND IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, ON THIS 8TH DATE OF JULY, 2021, AT 5:00 P.M.



LETICIA BRYSCH, CITY SECRETARY

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present the City of Friendswood 5 Star Spirit Awards for 2020 and the first quarter of 2021 to Michael Cordero, CID Sergeant with the Police Department; Matthew Schmidt, Peace Officer with the Police Department; and Bria Whitmire, Project Coordinator with the Engineering Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Michael Cordero is a Sergeant with our Police Department in CID. He began working for the City in 1996. Michael was notified of a resident that had fallen victim to a scammer ring, during his investigation it was determined that the victim has mailed a large sum of money to the scammers. He was able to track down the parcel, intercept it in downtown Houston, and return all the funds to the victim.

Matthew Schmidt is a Peace Officer with our Police Department and began working for the City in 2017. Officer Schmidt was called to the Bedford Apartments to deescalate a situation with an Alzheimer's patient and her husband which was resolved peacefully. Officer Schmidt returned to the apartment weeks later on Father's Day to drop off a card for the husband knowing his children did not live locally and was dealing with his wife's illness. The husband called the CMO to inform us of how much that meant to him.

Bria Whitmire is the Projects Coordinator in the Engineering Department and began working for the City in 2019. During the winter storm of 2021, Bria was working a shift in the EOC. During that time, she received a call from an elderly resident that reported that her water pipes burst and had water pouring into the house with not way to stop it, as she lived alone. Public Works crews were out working diligently to get to homes to shut off water, but due to the high volume of calls, the response was taking a long time. Bria took the resident's information and on her way home from her shift, went to the resident's home and turned off her water for her so she didn't have to wait for the over burdened PW crews to make their way out there.

All of these employee's actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional and Enthusiastic. We congratulate Michael, Matthew, and Bria on being the recipients of the Five Star Spirit Award and thank them for their service to our citizens!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/19/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the annual report from the West Ranch Management District.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/30/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive a presentation of the Declaration of Independence.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update of the City of Friendswood Capital Improvement Projects.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Council will hear an update on a majority of the City's ongoing CIP projects. There are several projects nearing completion such as Lift Station #23 and Friendswood Lakes Boulevard. The City Council will be given the highlights of these projects.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP Update July 2021

CITY OF FRIENDSWOOD

Capital Improvement Projects Update

Council Meeting | July 1, 2021

Lift Station 23
2101 S. Friendswood Drive

Substantially complete

New scrubber/odor control system in the process of being delivered

Fencing is pending

Lift Station was energized by TNMP on 6/24/21

Contractor in the process of starting up



Fire Station #2 Reconstruction

50% Design Documents (DD) have been delivered to the City

City awaiting projected costs from CMAR – Christensen Building Group on 50% DD

GMP presented by December 2021 Council Meeting



Public Safety Building Expansion

100% Design Documents (DD) recently submitted to the City

Review is underway with staff and tweaks being made based on input from the CMAR – Core Construction

Awaiting an updated cost projection from CMAR based on 100% DD

Construction Documents (CD) now being developed

GMP presented by December 2021 Council Meeting



Blackhawk Facility Renovation & Shelter

Harris County Community Services Department currently reviewing A&E contract for shelter

Awaiting cost proposal for renovation side from architect, PGAL



Friendswood Lakes Boulevard

Original contract date extended 3 weeks via change order due to winter storm event

Substantial completion anticipated 7/16/21

Ribbon cutting 7/29/21



2020 Street Maintenance Program

$352,863.75 change order being presented at this Council meeting

Retainage and change order withheld until all conditions for release of funds were met

1 year maintenance bond to be initiated



2021 Street Maintenance Program

$500,000 in concrete work nearing completion

Portions of concrete streets addressed so far: Bay Area Boulevard, Stanley Court, Carriage Creek Lane, Fieldcreek Drive, Pennystone Way, Wandering Trail, etc.

$125,000 change order under consideration for additional maintenance work

Bid documents being prepared for asphalt streets

Asphalt streets to be repaired include Cowards Creek Drive, Windsong Lane, etc.

Lake Friendswood Drainage Improvements

City Public Works and Engineering Directors have worked closely with City of League City in development of plans for drainage improvements along south and southeast side of park

Westwood Developer to install nearly 2,250 linear feet of 36-inch storm sewer pipe to outfall into League City Parkway

Swale will be constructed, and inlets installed



TxDOT Projects

FM 518 Curb & Ramp Project

- Groundbreaking held 6/15/21
- Start of construction delayed a few weeks due to rain
- Majority of easements have been obtained by City staff

Leisure Lane Traffic Signal at FM 528

- Signals have been fabricated and delivered to TxDOT
- Overhead and underground utility conflicts have been very recently discovered, potentially delaying the project
- Work to commence once conflicts have been addressed

Questions / Comments

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/12/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments both oral and written regarding a zone classification change located at 1715 and 1771 S. Friendswood Drive, also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to conduct a public hearing regarding a zone classification change located at 1715 and 1771 S. Friendswood Drive, also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD).

Attached for your review is the application, and supporting documentation for this item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Commercial development is always beneficial to the City of Friendswood. The concern with this site is access and traffic. A traffic light will soon be installed at FM 518 and Leisure Lane, and limiting the uses of the building (per the application) will limit the types of uses to office types uses and not add any additional retail or restaurants to the development.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held June 10, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 0-5 (Commissioners Matranga, Mann, Clark, Hinkley and Perry opposed; Sasson and Koerner were absent) on a motion to approve the requested zone change, which is a failed motion. The Commission is forwarding a negative recommendation. A detailed recommendation memo is attached.

ATTACHMENTS

1. Application_1715 S Friendswood Dr
2. Deeds 1715 and 1771 S Friendswood Drive
3. Partial Replat_Howard Subdivision No 2
4. Aerial Map_1715 S Friendswood Dr
5. Location Map_1715 S Friendswood Dr

6. Zoning Map_1715 S Friendswood Dr
7. 1715 and 1771 S Friendswood Dr Rezoning Report FINAL
8. Proposed Tannos Land Holdings PUD
9. P&Z Recommendation Memo

City of Friendswood
APR 22 2021
Received by:

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: CSC + OPD

TYPE OF ZONE CHANGE (check one):

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

PROPERTY IDENTIFICATION:

Address: 1715 South Friendswood Drive + 1771 S. Friendswood
Platted Land – Plat Name: Howard Sub Replat No 2 Lot: _____ Block: _____
Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Virgata Properties Phone: 713 724-9766
Owner's Mailing Address: 407 S. Friendswood Dr
City: Friendswood State: TX Zip: 77546 Fax: _____
Owner's Email Address: Jim@Virgataproperty.com

AGENT'S NAME : Louis Tannos Phone: 713-447-3508
Agent's Mailing Address: 1806 Sterling Creek Drive
City: Friendswood State: TX Zip: 77546 Fax: _____
Agent's Email Address: Ltannos@tannosconstruction.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: _____ Date: 4-13-21

Agent's Signature: _____ Date: 4-13-21

Received By: Becky Bennett	Application Number: 2021-0017
Date of Public Hearing: 6-10, 7-12	Received Date: 4-22-2021
Property Owner Notices: 5-28-2021	Newspaper Notice: 5-17-2021
	Sign on Property: 5-28-2021

Address of Grantee:
Leisure Lane LLC
407 S. Friendswood Drive
Friendswood, Texas 77546
Attn: David Boone, Manager

After Recording, Return to:
Andrews Myers, P.C.
Attn: Scott McKaig
1885 Saint James Place, 15th Floor
Houston, Texas 77056

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

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

That TEXAS CITIZENS BANK, N.A. ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid to Grantor by LEISURE LANE LLC (herein referred to as "**Grantee**"), and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of **ONE MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($1,888,750.00)** to Grantor in hand paid by HOMETOWN BANK, NATIONAL ASSOCIATION, of Galveston, Texas, at the special instance and request of the Grantee, in part payment of the purchase price for the land and premises herein conveyed, to evidence which the said Grantee has executed its one certain promissory note to the order of HOMETOWN BANK, NATIONAL ASSOCIATION, payable as therein provided, and secured by a first vendor's lien and superior title herein retained and by deed of trust herewith executed by the said Grantee to G. WILLIAM RIDER, TRUSTEE, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee their certain tracts or parcels of land in Galveston County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all rights, titles and interests appurtenant thereto (such land and interest are hereinafter collectively referred to as the "**Property**").

The above-mentioned note is in the total sum of **$2,688,750.00, $1,888,750.00** of which represents said part payment of the purchase price, is made payable directly to HOMETOWN BANK, NATIONAL ASSOCIATION, which has advanced said sum of money at the request of Grantee herein to the Grantor herein; and in consideration of the premises that Grantor does hereby SELL, TRANSFER AND ASSIGN unto the said HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, the first vendor's lien and superior title herein retained against the property herein conveyed to secure the payment of the aforesaid note as fully subrogating HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, to all rights, titles, equities and interest in and to such note and all liens against the property securing payment thereof, such assignment, however, being without recourse in any event against the Grantor herein.

TH1720432-H

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit "B" attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

EXECUTED on the date of the acknowledgment herein below, to be effective as of the 2nd day of April, 2018.

[Signature and acknowledgment on following page]

TEXAS CITIZENS BANK, N.A.

By: _____
Duncan W. Stewart, Chairman and
Chief Executive Officer

THE STATE OF TEXAS §
§
COUNTY OF ~~GALVESTON~~ HARRIS §

This instrument was acknowledged before me on this the 29th day of March, 2018, by Duncan W. Stewart, Chairman and Chief Executive Officer of Texas Citizens Bank, N.A., a national banking association, on behalf of said association.

TINA KENNEDY
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-02-2019

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

PARCEL DESCRIPTION

Tract 1: (Fee)

All of Reserves "A" and "B" of the PARTIAL REPLAT HOWARD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

Tract 2: (Easement)

An easement for vehicular and pedestrian ingress and egress as set forth and described in instrument recorded in/ under County Clerk's File No. 9416478 of the Official Public Records of Real Property of Galveston County, Texas.

Tract 3: (Easement)

A perpetual, non-exclusive access easement for a shared driveway as set forth and described in instrument recorded County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas.

Tract 4: (Easement)

A perpetual, non-exclusive easement for drainage as set forth and described in instrument recorded in/under County Clerk's File No. 201707 8149 of the Official Public Records of Galveston County, Texas.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. The restrictive covenants as set forth in County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

2. An easement for purposes of ingress and egress located on subject property granted to Foodmaker, Inc., their successors and assigns, by instrument recorded under County Clerk's File No. 9416478 of the Official Public Records of Real Property of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

3. An easement for purposes of a private access shared driveway and drainage located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, and JACK A. HOWARD by instrument recorded under County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

4. An easement for purposes of water, sanitary sewer, drainage, and detention located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, LEISURE LANE LLC, and JACK A. HOWARD by instrument recorded under County Clerk's File Nos. 2017037653 and 2017038291 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

5. Intentionally Omitted.

6. A water line easement, 10 feet in width, along the Southwest property line, as recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

7. A utility easement, 8 feet in width, along the Northwest property line, as recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

8. An unobstructed aerial easement above the ground upward located adjacent to all public utility easements is dedicated to the use of the public as reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

9. Building setback line, 30 feet in width, along the Southwest property line, as recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

10. A 1/32nd royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in

instrument recorded under Volume 357, Page 256 in the Office of the County Clerk of Galveston County, Texas.

11. An undivided 1/32nd of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded under Volume 369, Page 398 in the Office of the County Clerk of Galveston County, Texas.

12. Oil, gas and mineral lease dated December 04, 1925, recorded under Volume 380, Page 607 in the Office of the County Clerk of Galveston County, Texas in favor of Gulf Production Company.

13. All (except an undivided 1/32nd) of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom as same are set forth in instrument recorded under Volume 923, Page 65 in the Office of the County Clerk of Galveston County, Texas.

14. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded under County Clerk's File No. 8415657 of the Official Public Records of Real Property of Galveston County, Texas.

15. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

16. Intentionally Omitted.

17. Any rights, easements, interests or claims which may exist by reason of a fence line not following along the northeasterly property line (as to Reserve B) and an electric box located near the southwesterly property line (as to Reserve A), as reflected on survey drawing made by Brian Nesvadba, R.P.L.S. No. 5776, dated February 2, 2018.

FILED AND RECORDED

Instrument Number: *2018019486*

Recording Fee: 46.00

Number Of Pages:7

Filing and Recording Date: 04/03/2018 3:15PM

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

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

SPECIAL
WARRANTY DEED WITH VENDOR'S LIEN

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

Date: APRIL 2, 2018

Grantor: **JACK A. HOWARD**

Grantor's Mailing Address (including county):
1419 LOMAX SCHOOL RD
LA PORTE, TX 77571

Grantee: **LEISURE LANE LLC**
a Texas Limited Liability Company

Grantee's Mailing Address (including county):

407 S. Friendswood Drive
Friendswood, Galveston County, Texas 77546

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged and the further consideration of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)** to Grantor in hand paid by HOMETOWN BANK, NATIONAL ASSOCIATION, of Galveston, Texas, at the special instance and request of the Grantee, in part payment of the purchase price for the land and premises herein conveyed, to evidence which the said Grantee has executed its one certain promissory note to the order of HOMETOWN BANK, NATIONAL ASSOCIATION, payable as therein provided, and secured by a first vendor's lien and superior title herein retained and by deed of trust herewith executed by the said Grantee to G. WILLIAM RIDER, TRUSTEE.

The above-mentioned note is in the total sum of **$2,688,750.00, $500,000.00** of which represents said part payment of the purchase price, is made payable directly to HOMETOWN BANK, NATIONAL ASSOCIATION, which has advanced said sum of money at the request of Grantee herein to the Grantor herein; and in consideration of the premises that Grantor does hereby SELL, TRANSFER AND ASSIGN unto the said HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, the first vendor's lien and superior title herein retained against the property herein conveyed to secure the payment of the aforesaid note as fully subrogating HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, to all rights, titles, equities and interest in and to such note and all liens against the property securing payment thereof, such assignment, however, being without recourse in any event against the Grantor herein,

Property (including any improvements):

TRACT ONE:
All of Reserve "D" of the PARTIAL REPLAT HOWARD SUBDIVISION, a subdivision In Galveston County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

TRACT FOUR: (EASEMENT)
A perpetual, non-exclusive access easement as described and set forth in instrument recorded in/under County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas.

TFT172043 20-N

This conveyance and the warranties of title contained herein are expressly made subject to those certain encumbrances, easements, and other matters described below (the "Permitted Encumbrances"), but only to the extent that such Permitted Encumbrances are validly in effect and apply to the Property:

1. An easement for purposes of a private access shared driveway and drainage located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, and JACK A. HOWARD by instrument recorded in/under County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

2. An easement for purposes of water, sanitary sewer, drainage, and detention located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, LEISURE LANE LLC, and JACK A. HOWARD by Instrument recorded under County Clerk's File Nos. 2017037653 and 2017038291 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

3. An unobstructed aerial easement above the ground upward located adjacent to all public utility easements is dedicated to the use of the public as reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

4. A non-exclusive easement for purposes of underground electric lines and facilities located on subject property granted to Texas-New Mexico Power Company by instrument recorded under County Clerk's File No. 2017069838 of the Official Public Records of Galveston County, Texas.

5. A 1/32nd royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded In/under Volume 357, Page 256 in the Office of the County Clerk of Galveston County, Texas.

6. An undivided 1/32nd of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 369, Page 398 in the Office of the County Clerk of Galveston County, Texas.

7. Oil, gas and mineral lease dated December 04, 1925, recorded in Volume 380, Page 607 In the Office of the County Clerk of Galveston County, Texas in favor of Gulf Production Company.

8. All (except an undivided 1/32nd) of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom, as same are set forth in instrument recorded In Volume 923, Page 65 In the Office of the County Clerk of Galveston County, Texas.

9. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights In connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded under County Clerk's File No. 8415657 of the Official Public Records of Real Property of Galveston County, Texas.

10. Any rights, easements, interests or claims which may exist by reason of a fence line not following along the northeasterly property line, as reflected on survey drawing made by Brian Nesvadba, R.P.L.S. No. 5776, dated February 02, 2018.

Grantor, for the Consideration and subject to the Permitted Encumbrances, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor and not otherwise, except as to the Permitted Encumbrances.

The vendor's lien against and superior title to the Property are retained until the note described herein is fully paid according to its terms, at which time this deed shall become absolute.

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

EXECUTED this 2 day of APRIL, 2018.

Ron Allen

ROBERT NOLAN ALLEN,
Attorney-in-Fact for JACK A. HOWARD

STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 2nd day of April, 2018, by **ROBERT NOLAN ALLEN, Attorney-in-Fact for JACK A. HOWARD (also known as JACK ALLEN HOWARD).**

Donna Marie Jackson

Notary Public in and for THE STATE OF TEXAS

DONNA MARIE JACKSON
Notary Public, State of Texas
Comm. Expires 01-19-2021
Notary ID 38[illegible]78-9

Loan origination organization: HOMETOWN BANK, NATIONAL ASSOCIATION
NMLS ID 478260
Loan Originator: Allan Rasmussen, Jr.
NMLS ID 684576

AFTER RECORDING RETURN TO:

Andrews Myers, P.C.
Attn: Scott McKaig
1885 Saint James Place, 15th Fl.
Houston, Texas 77056

PREPARED IN THE LAW OFFICE OF:

RIDER & WILSON
Suite 802, 2200 Market Street Tower
2200 Market Street
Galveston, Texas 77550

FILED AND RECORDED

Instrument Number: *2018019487*

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 04/03/2018 3:15PM

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

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

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

This is a Correction Deed, given and accepted in place of that certain Contribution Special Warranty Deed dated October 11, 2018, executed from Grantor to Grantee and recorded under Instrument No. 2018062010 of the Official Public Records of Galveston County, Texas, to correct the description of the property conveyed therein.

CORRECTION CONTRIBUTION SPECIAL WARRANTY DEED

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

THAT **Jack A. Howard**, an individual residing in the State of Texas ("*Grantor*"), for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, CONTRIBUTED, and CONVEYED, and by these presents does GRANT, CONTRIBUTE, and CONVEY, unto **Friendswood Detention Reserve Association**, a Texas unincorporated non-profit association with a mailing address of 407 S. Friendswood Drive, Friendswood, Texas 77546 ("*Grantee*"), that certain unimproved real property located in Galveston County, Texas, being more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements, and interests being hereinafter referred to as the "*Property*").

This conveyance, however, is made and accepted subject to (a) the matters herein stated, (b) those easements, restrictions, reservations, and other matters of record set forth in the public records, and (c) real estate taxes and standby fees for the year 2018 (which have been prorated as of the date hereof and assumed by Grantee) and subsequent years.

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns, to warrant and forever defend, all and singular, the Property and premises unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page left blank; Signature page follows]

EXECUTED this 11th day of October, 2018.

GRANTOR:

ROBERT NOLAN ALLEN, in his capacity as power-of-attorney for and on behalf of JACK A. HOWARD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 11 day of October, 2018, by Robert Nolan Allen, in his capacity as power-of-attorney for and on behalf of Jack A. Howard.

MARIA A. VELASCO
My Notary ID # 10865325
Expires May 21, 2021

Notary Public, in and for the State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

All of Restricted Reserve "F" of the PARTIAL REPLAT HOWARD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

4836-8668-3254, v. 1

FILED AND RECORDED

Instrument Number: *2018062191*

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 10/15/2018 11:11AM

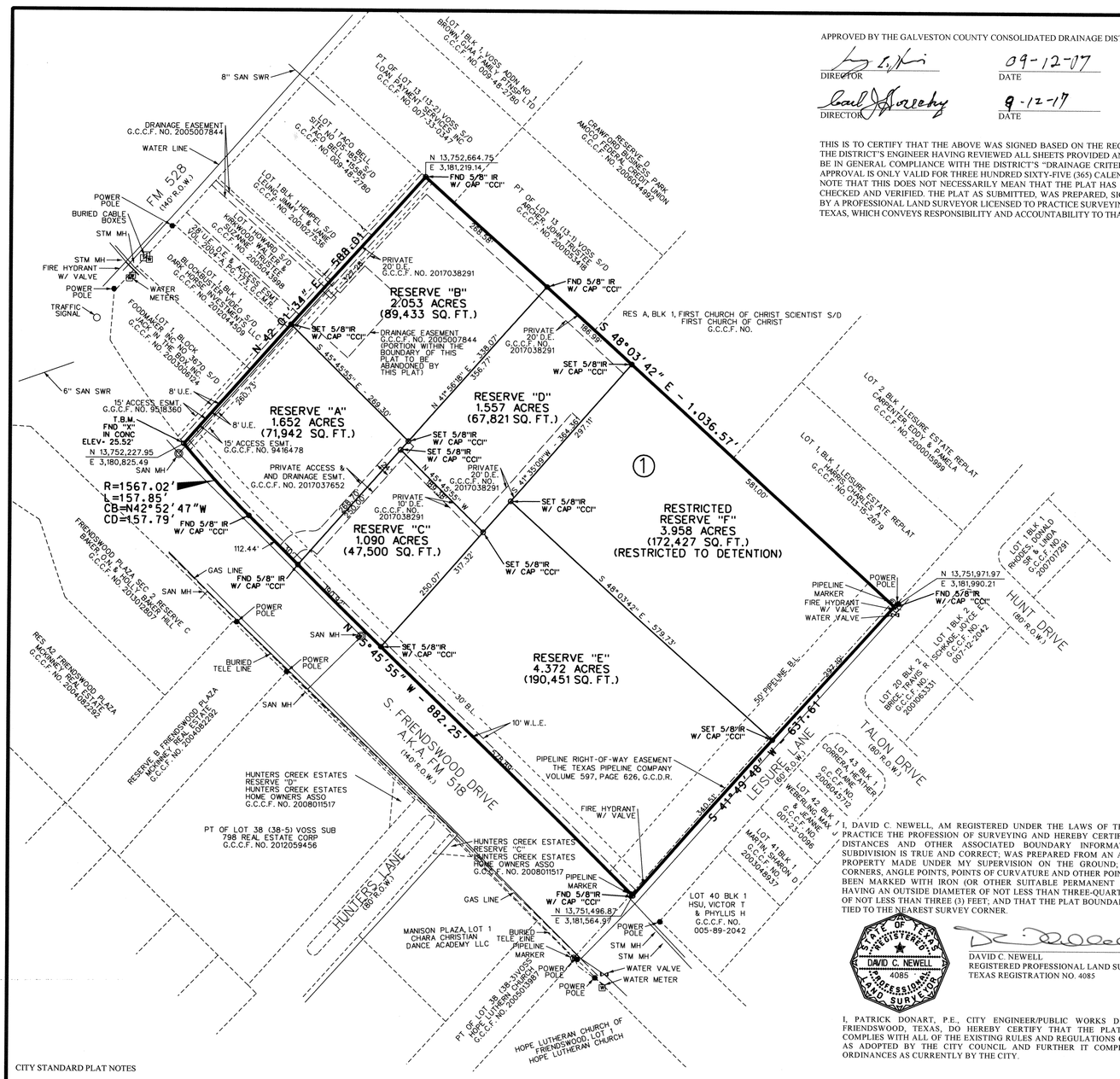
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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



APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

DIRECTOR — DATE 09-12-17

DIRECTOR — DATE 9-12-17

THIS IS TO CERTIFY THAT THE ABOVE WAS SIGNED BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER HAVING REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "DRAINAGE CRITERIA MANUAL". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. PLEASE NOTE THAT THIS DOES NOT NECESSARILY MEAN THAT THE PLAT HAS BEEN COMPLETELY CHECKED AND VERIFIED. THE PLAT AS SUBMITTED, WAS PREPARED, SIGNED, AND SEALED BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE SURVEYING IN THE STATE OF TEXAS, WHICH CONVEYS RESPONSIBILITY AND ACCOUNTABILITY TO THAT SURVEYOR.

STATE OF TEXAS
COUNTY OF GALVESTON

I, JACK A. HOWARD ACTING BY AND THROUGH ROBERT NOLAN ALLEN AS ATTORNEY-IN-FACT, WE, TEXAS CITIZENS BANK N.A., ACTING BY AND THROUGH DUNCAN STEWART, CHAIRMAN AND CEO, WE, LEISURE LANE, LLC, ACTING BY AND THROUGH JIM PETERSON, SENIOR PARTNER, AND WE, LT-CN FRIENDSWOOD, LLC, ACTING BY AND THROUGH RICHARD TURCOTTE, MANAGER, OWNER HEREINAFTER REFERRED TO AS OWNERS OF THE 14.682 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF PARTIAL REPLAT HOWARD SUBDIVISION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT ABOVE THE GROUND LEVEL UPWARD, TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

WITNESS OUR HAND IN THE CITY OF FRIENDSWOOD, TEXAS, THIS 25th DAY OF SEPTEMBER, 2017.

JACK A HOWARD by ROBERT NOLAN ALLEN AS ATTORNEY-IN-FACT

DUNCAN STEWART, CHAIRMAN AND CEO
TEXAS CITIZENS BANK N.A

JIM PETERSON, SENIOR PARTNER
LEISURE LANE, LLC

RICHARD TURCOTTE, MANAGER
LT-CN FRIENDSWOOD, LLC

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT NOLAN ALLEN AS ATTORNEY-IN-FACT ON BEHALF OF JACK A. HOWARD, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

TINA KENNEDY NOTARY PUBLIC State of Texas Comm. Exp. 12-02-2019

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DUNCAN STEWART, CHAIRMAN AND CEO OF TEXAS CITIZENS BANK N.A., 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

TINA KENNEDY NOTARY PUBLIC State of Texas Comm. Exp. 12-02-2019

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIM PETERSON, SENIOR PARTNER, LEISURE LANE, LLC, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13 DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MELANIE REECE-HODGE Notary Public, State of Texas Comm. Expires 10-28-2020 Notary ID 130876729

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD TURCOTTE, MANAGER, LT-CN FRIENDSWOOD, LLC, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19th DAY OF SEPTEMBER 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SUSAN WIKARI Notary Public STATE OF TEXAS ID# 131145036 My Comm. Exp. May 25, 2021

I, MICHAEL RAMIREZ, SENIOR VICE PRESIDENT OF SOUTHSIDE BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS PARTIAL REPLAT HOWARD SUBDIVISION, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN GALVESTON COUNTY CLERK'S FILE NO. 2017034981, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT AND I HEREBY CONFIRM THAT I AM THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

MICHAEL RAMIREZ, SENIOR VICE PRESIDENT
SOUTHSIDE BANK

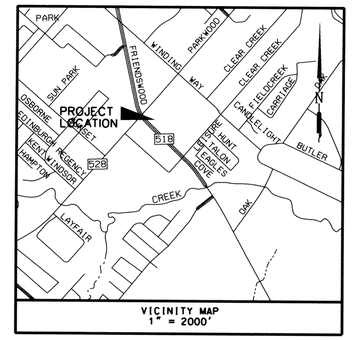
STATE OF TEXAS
COUNTY OF TARRANT

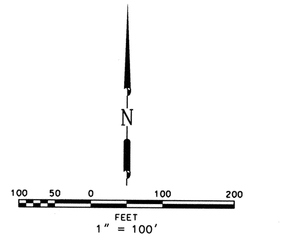
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL RAMIREZ, SENIOR VICE PRESIDENT OF SOUTHSIDE BANK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MARY JOY F BARNES Notary Public STATE OF TEXAS ID# 129153523 My Comm. Exp. Oct 29, 2020





THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF PARTIAL REPLAT HOWARD SUBDIVISION, IN CONFORMANCE WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THE CITY AS ADOPTED BY THE CITY COUNCIL AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 28 DAY OF September, 2017.

BY: Becky Summers
BECKY SUMMERS
DEVELOPMENT COORDINATOR

BY: Rhonda S Neel
RHONDA NEEL
CHAIRMAN

I, DWIGHT D. SULLIVAN, GALVESTON COUNTY CLERK, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORDING IN MY OFFICE ON _____, 2017, AT ___ O'CLOCK, ___M. AND DULY RECORDED IN MY OFFICE ON _____, 2017, AT ___ O'CLOCK ___M. IN INSTRUMENT NO. _____, GALVESTON COUNTY RECORDS.

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

BY: _____
DEPUTY

DWIGHT D. SULLIVAN,
COUNTY CLERK
GALVESTON COUNTY, TEXAS

CITY STANDARD PLAT NOTES

1. SIDEWALKS AND ADA RAMPS ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. EACH OWNER OF A RESERVE MUST INSTALL SIDEWALKS AND ADA RAMPS ALONG ITS RESPECTIVE RESERVE AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
2. NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.
3. EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26, OF THE FRIENDSWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE ERECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.
4. THE CITY OF FRIENDSWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES (DETENTION PONDS, DRAINAGE EASEMENTS, OUTFALLS AND SWALES), RECREATIONAL AREAS, RESERVES AND OTHER PRIVATE FACILITIES THAT ARE WITHIN PRIVATE EASEMENTS; THE OWNER SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDSWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF TEXAS NEW MEXICO POWER.
5. ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.
6. THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS.
7. ANY AND ALL RIGHT OF WAY ISLANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY THE OWNER.

G.C.C.D.D. NOTES

1. BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (THE DISTRICT) RIGHT-OF-WAYS OR DRAINAGE EASEMENTS. FURTHERMORE, NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN SAID RIGHT-OF-WAYS OR DRAINAGE EASEMENTS WITHOUT THE APPROVAL OF THE DISTRICT.
2. THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
3. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
4. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT FOR APPROVAL.
5. PLANTINGS, FLOWERBEDS OR OTHER LANDSCAPING IS NOT PERMITTED WITHIN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
6. NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.
7. NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE DETENTION FACILITY WITHOUT THE APPROVAL OF THE DISTRICT.

BENCHMARK:
RM010090 IS AN ALUMINUM DISC STAMPED "A 100 BM 04 RESET 2001" MONUMENT IS LOCATED ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF CLEAR CREEK BRIDGE ON FM 528 APPROX. 4 MILES EAST OF I-45 AND FM 528. DATUM: NAD83, 2001 ADJUSTMENT. ELEVATION = 23.893'

TBM:
"X" SCRIBED IN CONCRETE FOUND AT THE WEST MOST CORNER OF THE SUBJECT PROPERTY. ELEVATION = 25.52'

I, DAVID C. NEWELL, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT ALL BEARINGS, DISTANCES AND OTHER ASSOCIATED BOUNDARY INFORMATION ON THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

STATE OF TEXAS REGISTERED DAVID C. NEWELL 4085 PROFESSIONAL LAND SURVEYOR

DAVID C. NEWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4085

I, PATRICK DONART, P.E., CITY ENGINEER/PUBLIC WORKS DIRECTOR OF THE CITY FRIENDSWOOD, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE THE CITY AS ADOPTED BY THE CITY COUNCIL AND FURTHER IT COMPLIES WITH ALL OF THE ORDINANCES AS CURRENTLY BY THE CITY.

BY: _____
PATRICK DONART, P.E.

I, ALLAN RASMUSSEN, SENIOR VICE PRESIDENT OF HOMETOWN BANK, N.A. OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS PARTIAL REPLAT HOWARD SUBDIVISION, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN GALVESTON COUNTY CLERK'S FILE NO. 2017029385, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

ALLAN RASMUSSEN, SENIOR VICE PRESIDENT
HOMETOWN BANK, N.A.

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALLAN RASMUSSEN, SENIOR VICE PRESIDENT OF HOMETOWN BANK, N.A., 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18 DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AVERY R FORD NOTARY PUBLIC STATE OF TEXAS COMM. EXP. 05-19-2020

REASONS FOR REPLAT:
1. TO REMOVE INT SIDE 10' B.L. AND 25' REAR B.L.
2. INCORPORATE ADJACENT 8.358 ACRES.
3. SUBDIVIDE RESERVE "A" INTO 4 RESERVES.
5. RELOCATE DETENTION POND FROM RESERVE B AND INCORPORATE DRAINAGE CAPACITY INTO DETENTION POND IN RESERVE F.

PARTIAL REPLAT HOWARD SUBDIVISION

A SUBDIVISION OF 14.682 ACRES OF LAND
BEING ALL OF RESERVE "A"
OF HOWARD SUBDIVISION RECORDED
IN VOLUME 2004-A, PAGE 173, GALVESTON
COUNTY MAP RECORDS AND BEING OUT OF LOT
26, VOSS SUBDIVISION, RECORDED IN VOLUME
254-A, PAGE 9, GALVESTON COUNTY MAP RECORDS.
IN THE
SARA MCKISSICK LEAGUE, ABSTRACT NO. 151
FRIENDSWOOD, GALVESTON COUNTY, TEXAS.

6 RESERVES 1 BLOCK

SEPTEMBER 06, 2017

OWNERS:

TEXAS CITIZENS BANK, N.A.
4949 FAIRMONT PARKWAY
PASADENA, TEXAS
713-948-5700

LEISURE LANE, LLC
407 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546

JACK HOWARD
1419 LOMAX SCHOOL ROAD
LA PORTE, TEXAS 77571
713-456-0420

LT-CN FRIENDSWOOD, LLC
6116 N CENTRAL EXPRESSWAY
SUITE 617
DALLAS, TEXAS 75206

SURVEYOR:
Civil Concepts, Inc.
3425 FEDERAL STREET
PASADENA, TEXAS 77504
OFFICE: 713.947.6606
SURVEYING & MAPPING
CIVIL ENGINEERING

PROJECT 90-10

USER: Unified Workspace DATE/TIME: 9/28/2017 3:28:52 PM
S:\PROJECTS\2010\90-10 518 & 528 Friendswood\2016\Plat\Ex\90-10 Plat.DGN

STATE OF TEXAS :
COUNTY OF GALVESTON:

We, Leisure Lane LLC, a Texas limited liability company, acting by and through James E. Peterson, Manager, and Friendswood Detention Reserve Association, a Texas unincorporated non-profit association; Owners; hereinafter referred to as Owners of the 13.5989 acre tract described in the above and foregoing map of HOWARD SUBDIVISION PARTIAL REPLAT NO 2, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions, and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever an unobstructed aerial easements above the ground level upward, to all public utility easements shown hereon.

IN TESTIMONY WHEREOF THE, Leisure Lane LLC, a Texas limited liability company, acting by and through James E. Peterson, Manager, thereunto authorized, this 28th day of MARCH, 2019.

Leisure Lane LLC, a Texas limited liability company

By: _____
James E. Peterson, Manager

STATE OF TEXAS:
COUNTY OF Galveston:

BEFORE ME, the undersigned authority, on this day personally appeared James E. Peterson, Manager of Leisure Lane LLC, a Texas limited liability company, 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, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 2019.

Notary Public in and for the State of Texas
My Commission Expires 10-26-2020

Melanie Hodge
Notary Public

MELANIE REECE-HODGE
Notary Public, State of Texas
Comm. Expires 10-26-2020
Notary ID 130870729

IN TESTIMONY WHEREOF THE, Friendswood Detention Reserve Association, a Texas unincorporated non-profit association, acting by and through JAMES PETERSON, ~~Manager~~ DIRECTOR, thereunto authorized, this 28th day of MARCH, 2019.

Friendswood Detention Reserve Association, a Texas unincorporated non-profit association

By: _____ JAMES PETERSON DIRECTOR
Signature Print Name and Title

STATE OF TEXAS:
COUNTY OF Galveston:

BEFORE ME, the undersigned authority, on this day personally appeared James Peterson DIRECTOR, ~~Manager~~ of Friendswood Detention Reserve Association, a Texas unincorporated non-profit association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 2019.

Notary Public in and for the State of Texas
My Commission Expires 10-26-2020

Melanie Hodge
Notary Public

MELANIE REECE-HODGE
Notary Public, State of Texas
Comm. Expires 10-26-2020
Notary ID 130870729

I
V

AVERY R. FORD
NOTARY PUBLIC
STATE OF TEXAS
ID #132044105
EXP. 05-19-2020

STATE OF Texas:
COUNTY OF Galveston:

We, Hometown Bank, National Association, owner and holder of a lien against the property described in the plat known as HOWARD SUBDIVISION PARTIAL REPLAT NO 2, said lien being evidenced by instruments of record in Galveston County County Clerk's File Nos. 2017037303, 2017029384, 2017029385, 2017037504, 2017037505, 2018019386, 2018019486, 2018019487, 2018019488, 2018019489, 2018064395, 2018063231, 2018063232, and 2018069071, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

By: _____ Attest: _____
Signature Signature

Allan Rasmussen Sr. EVP
Print Name & Title

Scott Asimakis AVP
Print Name & Title

STATE OF TEXAS:
COUNTY OF GALVESTON:

BEFORE ME, the undersigned authority, on this day personally appeared Allan Rasmussen, Sr. EVP, and Scott Asimakis, AVP, of Hometown Bank, National Association, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of MARCH, 2019.

Notary Public in and for the State of Texas
My Commission Expires: 5/19/20

Notary

AVERY R. FORD
NOTARY PUBLIC
STATE OF TEXAS
ID #132044105
EXP. 05-19-2020

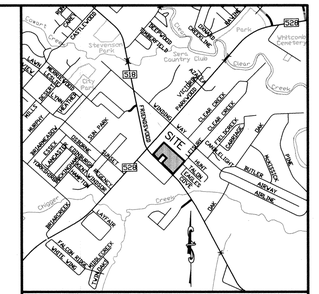
This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas, has approved this plat and subdivision of HOWARD SUBDIVISION PARTIAL REPLAT NO 2, in conformance with the existing rules and regulations of the City as adopted by the City Council and authorized the recording of this plat this 15 day of April, 2019.

BY: Becky Summers
Becky Summers, Development Coordinator

BY: Joe Matranga
Joe Matranga, Chairman

I, Morad Kabiri P.E., City Engineer [redacted] of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas; and further, it complies with all of the ordinances as currently adopted by City Council.

By: _____
Morad Kabiri P.E., [redacted] City Engineer [redacted]



Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

DIRECTOR _____ 4-4-19 DATE

DIRECTOR _____ 4-4-19 DATE

This is to certify that the above was signed based on the recommendation of the District's Engineer having reviewed all sheets provided and found them to be in general compliance with the District's "Drainage Criteria Manual". This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in these plans have been completely checked and verified. The plans submitted have been prepared, signed, and sealed by a Professional Engineer licensed to practice engineering in the state of Texas, which conveys the engineer's responsibility and accountability.

STATE OF TEXAS :
COUNTY OF GALVESTON:

I, Dwight D. Sullivan, Clerk of the County of Galveston County, Texas, do hereby certify that the written instrument with its certificate and authentication was filed for record in my office on _____, 2019, at _____.m. o'clock and duly recorded on _____, 2019, _____.m. o'clock, and in Instrument # _____, of the Galveston County Map Records.

WITNESS MY HAND AND SEAL OF OFFICE, at Galveston, Texas, the day and date last above written.

By: _____
Dwight D. Sullivan
Clerk of the County Court
Galveston County, Texas

By: _____
Deputy

NOTES:

1.) SIDEWALKS AND ADA RAMPS ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. THE DEVELOPER MUST INSTALL SIDEWALKS AND ADA RAMPS ALONG RESERVES AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.

2.) NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.

3.) EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26 OF THE FRIENDSWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE ERECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.

4.) THE CITY OF FRIENDSWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES (DETENTION PONDS, DRAINAGE EASEMENTS, OUTFALLS AND SWALES), RECREATIONAL AREAS, RESERVES AND OTHER PRIVATE FACILITIES THAT ARE WITHIN PRIVATE EASEMENTS; FRIENDSWOOD DETENTION RESERVE ASSOCIATION SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDSWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF TEXAS NEW MEXICO POWER.

5.) ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.

6.) THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS.

7.) ANY AND ALL RIGHT OF WAY ISLANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY THE PROPERTY OWNER.

8.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN RESTRICTIONS RECORDED IN COUNTY CLERK'S FILE NO. 2017058432 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

9.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS OF EASEMENTS AND RESTRICTIONS RECORDED IN COUNTY CLERK'S FILE NOS. 9416478, 2018046832, AND 2018061651 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

10.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED IN COUNTY CLERK'S FILE NO. 2018051176 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

G.C.C.D.D. NOTES:

1.) BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (THE DISTRICT) RIGHT-OF-WAYS OR DRAINAGE EASEMENTS. FURTHERMORE, NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN SAID RIGHT-OF-WAYS OR DRAINAGE EASEMENTS WITHOUT THE APPROVAL OF THE DISTRICT.

2.) THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

3.) NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.

4.) ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT FOR APPROVAL.

5.) PLANTINGS, FLOWERBEDS OR OTHER LANDSCAPING IS NOT PERMITTED WITHIN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.

6.) NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.

7.) NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE DETENTION FACILITY WITHOUT THE APPROVAL OF THE DISTRICT.

I, Brian Nesvadba, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that all bearings, distances, and other associated boundary information on the above referenced subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown, all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of five-eighths (5/8) inch and a length of three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

Brian Nesvadba, R.P.L.S.
Texas Registration No. 5776

STATE OF TEXAS
REGISTERED
BRIAN NESVADBA
5776
PROFESSIONAL
LAND SURVEYOR

REASON FOR REPLAT

TO RECONFIGURE RESERVES "A", "B", "D", "E", AND "F" INTO NEW RESERVES "A1", "A2", "D", "E", "F", AND "G", AS SHOWN.

FINAL PLAT OF

HOWARD SUBDIVISION PARTIAL REPLAT NO 2

A SUBDIVISION OF A 13.5989 ACRE TRACT OF LAND BEING A REPLAT OF RESERVES A, B, D, E, AND F, BLOCK 1, PARTIAL REPLAT HOWARD SUBDIVISION (INSTRUMENT NO. 2017058432) IN THE SARAH MCKISSIK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

6 RESERVES 1 BLOCK

~ OWNERS ~

LEISURE LANE LLC
a Texas Limited Liability Company
James E. Peterson, Manager
407 S. Friendswood Drive
Friendswood, Texas 77546
PHONE: 281.992.9766

FRIENDSWOOD DETENTION RESERVE ASSOCIATION
a Texas unincorporated non-profit association
1419 Lomax School Road
La Porte, Texas, 77571
PHONE: 713.456.0420

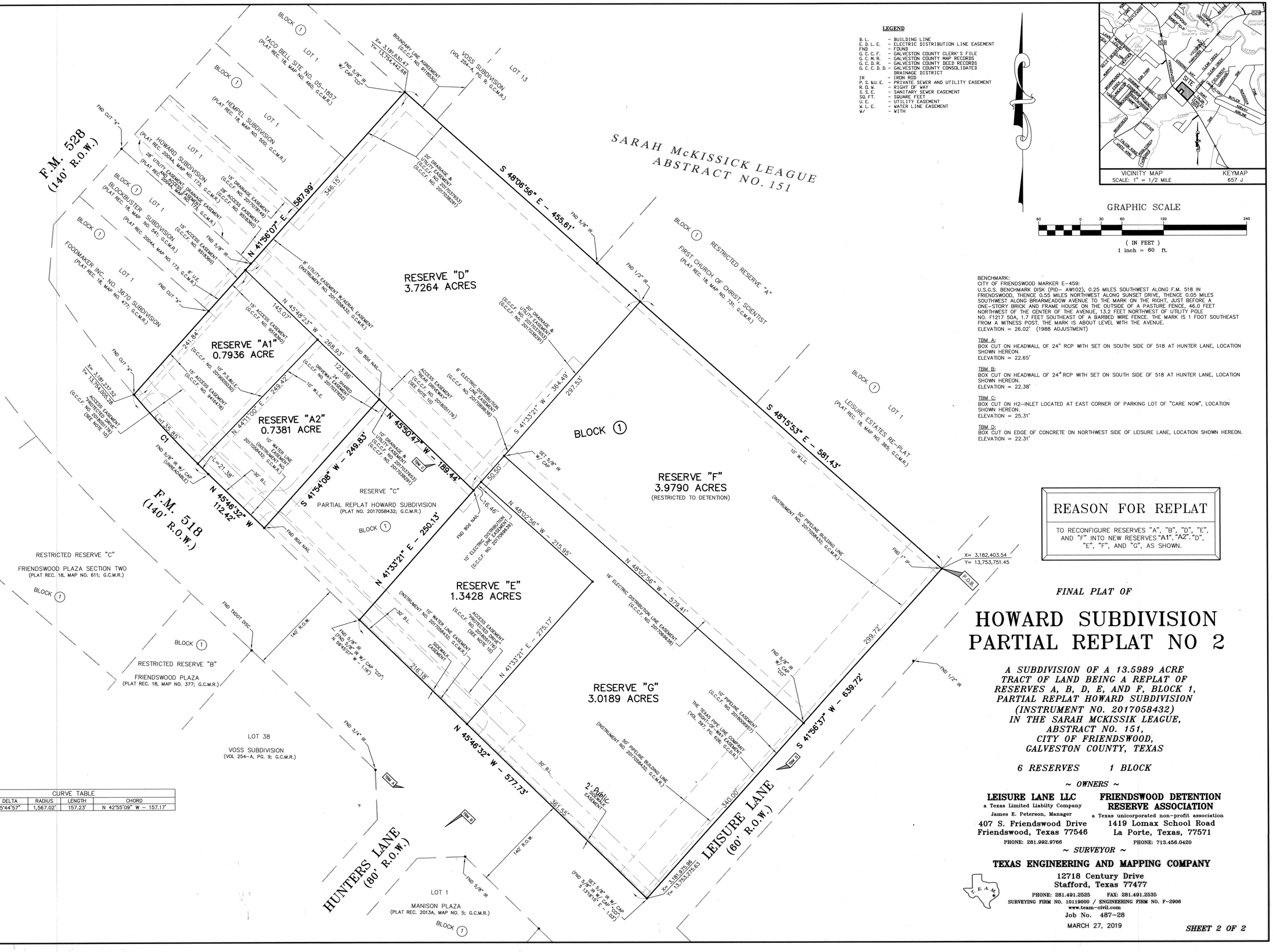
~ SURVEYOR ~

TEXAS ENGINEERING AND MAPPING COMPANY
12718 Century Drive
Stafford, Texas 77477
PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2906
www.team-civil.com

Job No. 487-28
MARCH 27, 2019

SHEET 1 OF 2

DRAWING INFO: Z:\Job#\487-28\dwg\487-28_P1_R3.dwg MAR 27, 2019 8:19 AM



LEGEND

B. L.	- BUILDING LINE
E. D. L. E.	- ELECTRIC DISTRIBUTION LINE EASEMENT
FND	- FOUND
G. C. C. F.	- GALVESTON COUNTY CLERK'S FILE
G. C. M. R.	- GALVESTON COUNTY MAP RECORDS
G. C. D. R.	- GALVESTON COUNTY DEED RECORDS
G. C. C. D. D.	- GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT
IR	- IRON ROD
P. S. &U. E.	- PRIVATE SEWER AND UTILITY EASEMENT
R. O. W.	- RIGHT OF WAY
S. S. E.	- SANITARY SEWER EASEMENT
SQ. FT.	- SQUARE FEET
U. E.	- UTILITY EASEMENT
W. L. E.	- WATER LINE EASEMENT
W/	- WITH

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

BENCHMARK:
CITY OF FRIENDSWOOD MARKER E-459:
U.S.G.S. BENCHMARK DISK (PID- AW102), 0.25 MILES SOUTHWEST ALONG F.M. 518 IN FRIENDSWOOD, THENCE 0.55 MILES NORTHWEST ALONG SUNSET DRIVE, THENCE 0.05 MILES SOUTHWEST ALONG BRIARMEADOW AVENUE TO THE MARK ON THE RIGHT, JUST BEFORE A ONE-STORY BRICK AND FRAME HOUSE ON THE OUTSIDE OF A PASTURE FENCE, 46.0 FEET NORTHWEST OF THE CENTER OF THE AVENUE, 13.2 FEET NORTHWEST OF UTILITY POLE NO. F1217 50A, 1.7 FEET SOUTHEAST OF A BARBED WIRE FENCE. THE MARK IS 1 FOOT SOUTHEAST FROM A WITNESS POST. THE MARK IS ABOUT LEVEL WITH THE AVENUE.
ELEVATION = 26.02' (1988 ADJUSTMENT)

TBM A:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.65'

TBM B:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.38'

TBM C:
BOX CUT ON H2-INLET LOCATED AT EAST CORNER OF PARKING LOT OF "CARE NOW", LOCATION SHOWN HEREON.
ELEVATION = 25.31'

TBM D:
BOX CUT ON EDGE OF CONCRETE ON NORTHWEST SIDE OF LEISURE LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.31'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	5°44'57"	1,567.02'	157.23'	N 42°55'09" W - 157.17'

REASON FOR REPLAT

TO RECONFIGURE RESERVES "A", "B", "D", "E", AND "F" INTO NEW RESERVES "A1", "A2", "D", "E", "F", AND "G", AS SHOWN.

FINAL PLAT OF

HOWARD SUBDIVISION PARTIAL REPLAT NO 2

A SUBDIVISION OF A 13.5989 ACRE TRACT OF LAND BEING A REPLAT OF RESERVES A, B, D, E, AND F, BLOCK 1, PARTIAL REPLAT HOWARD SUBDIVISION (INSTRUMENT NO. 2017058432) IN THE SARAH MCKISSIK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

6 RESERVES 1 BLOCK

~ OWNERS ~

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Job No. 487-28
MARCH 27, 2019

SHEET 2 OF 2

DRAWING INFO: Z:\Job#\487-28\dwg\487-28_P1_R3.dwg MAR 27, 2019 8:19 AM

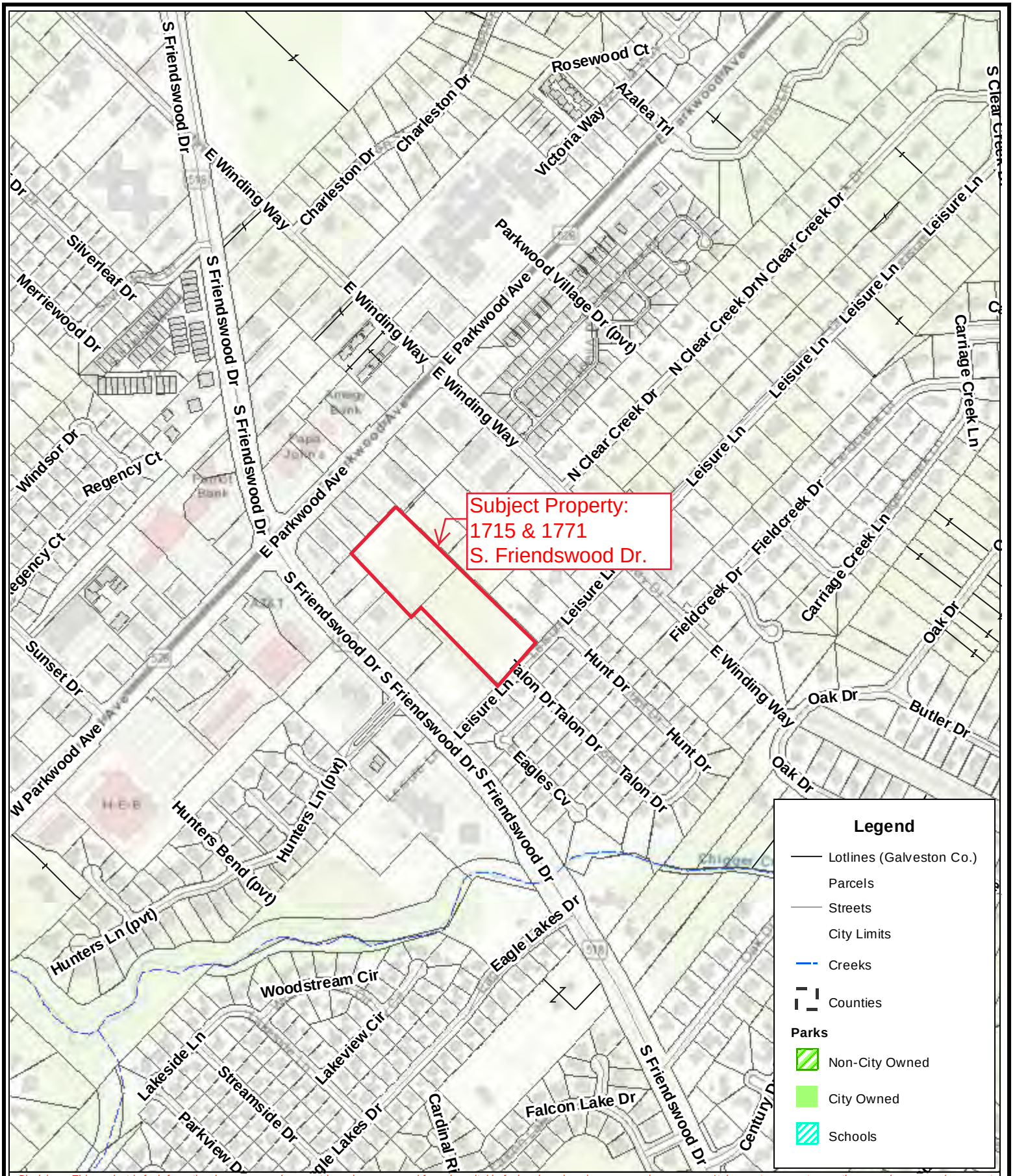


Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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

1 " = 188 '

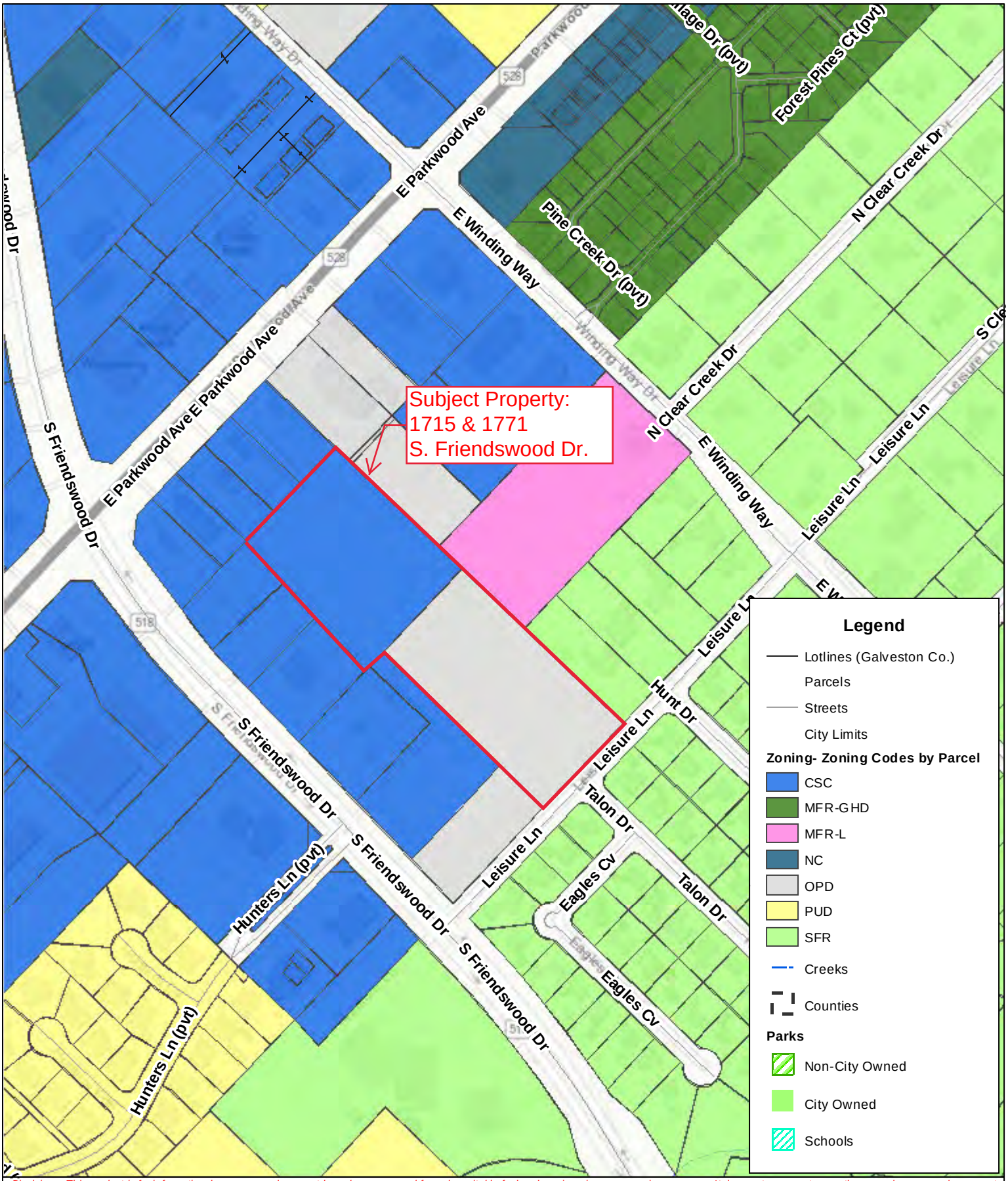


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Friendswood GIS Mapping

1 " = 752 '



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Friendswood, Texas 77546
(281) 996-3200
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Friendswood GIS Mapping

1 " = 376 '

Rezoning Report

June 2021

Project: **Tannos Development**

Address: **1715 and 1771 S. Friendswood Dr.**

Legal: **7.7054 acres known as Reserves D and F in the Howard Subdivision Replat No. 2, Friendswood, Galveston County, Texas**

Request: **Zone classification change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD)**

Applicable Zoning Ordinance Excerpts:

PROPOSED ZONING

Zoning Ordinance
Section 7. Schedule of District Regulations:

J. *PUD, **planned unit development**, general purpose and description*. This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the planning and zoning commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

The general purposes of all PUD, planned unit development districts, are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such…

PUD Application Requirements per Section 7.J. 2. Application

2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval 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. The conceptual plan shall provide the following information:

(a) General land use and density plan;

(b) Identify proposed general uses, densities, major open spaces, circulation and access features;

(c) Statement indicating proposed phasing of development and the projected timing of each;

(d) Data describing all processes and activities involved with the proposed use;

(e) Regulation matrix designating what zoning district the development will follow;

(f) Data describing any variation from the typical development requirements.

Modification Procedures for a PUD once Approved:

(3) Modification of standards proposed within a PUD.

(a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.

(b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively, but shall require the owner to submit an application for an amendment to the district standards.

EXISTING ZONING:

F. *(C-1) 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 are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last 3 code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

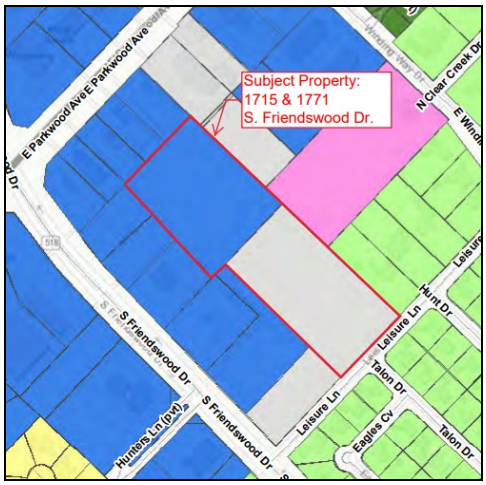
Existing Use/Site Attributes:
Reserve D is currently vacant and the detention pond that serves all of the tracts within the Howard Subdivision is located on Reserve F. All of the tracts except Reserve D are developed.



Aerial Photo – Friendswood GIS

Zoning History:
The current zoning Reserve D is Community Shopping Center (CSC) and Reserve F is Office Park District (OPD). Reserve F is already developed with a detention pond serving the Howard Subdivision tracts and will remain. A zone change was approved in 2017 to change the zoning of 3.202 acres adjacent to the subject property from Office Park District (OPD) to Community Shopping Center (CSC) (Ordinance 2017-30). The 3.202 acres is now platted as Reserve E and part of Reserve F. A 150-foot buffer of Office Park District (OPD) was preserved to limit the types of uses adjacent to the nearby neighborhoods.

Adjacent Zoning/Land Use:
The property is located at the intersection of FM 518 and FM 528. Access to the tracts is from two driveways on FM 518, one shared access from FM 528 between Starbucks and the Texan Bank building, as well as a driveway on Leisure Lane. The two tracts abut several other zoning districts including Community Shopping Center (CSC), Office Park District (OPD), Single Family Residential (SFR), and Multi-Family Residential (MFR-M).



City of Friendswood Zoning Map

Platting Analysis:
The property has been platted and replatted over the years. The current recorded plat is the Howard Subdivision Partial Replat No. 2. No further platting will be required.

Planning Analysis:
The proposed Planned Unit Development is for a four-story Class A office building of approximately 100,000 square feet with 296 parking spaces. A regulation matrix has been provided which details the setbacks and height restrictions that would apply to the building located on 1715 S. Friendswood Drive. The proposed building height is 70 feet and 4 stories. Additionally, the allowed uses would be limited to the list specified within the PUD.

Per the PUD documentation, the intent for this development is to establish an anchor building to support the restaurants and businesses within the Virgatta development. Part of this project will also include improvements to the existing detention pond such as trees, a walking path, park benches, dog stations, improved lighting and water fountains.

Comprehensive Planning Analysis:
The Future Land Use Map identifies 1715 S. Friendswood Drive developing as retail and 1771 S. Friendswood Drive developing as office/business park; however, 1771 S. Friendswood Drive is already developed with a detention pond, which will remain.

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:
The existing detention pond and storm sewer system were designed to serve all of the tracts within the Howard Subdivision; no additional detention will be required.

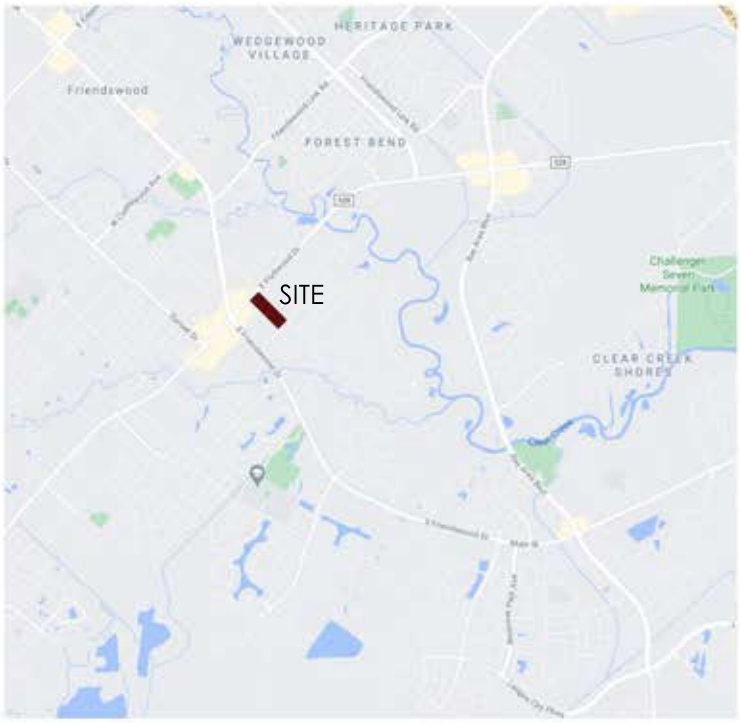
Utilities:
City water and sewer services are available to be extended to the site. Easements have been dedicated on adjacent tracts to facilitate the water and sewer connections. A fire hydrant must be located with 300 feet of any commercial structure.

Access:
The project has direct access to FM 518, Leisure Lane and FM 528 via shared access driveways. Additionally, a traffic light is currently being installed by Texas Department of Transportation at Leisure Lane and FM 518/S. Friendswood Drive.

A DEVELOPMENT FOR
TANNOS LAND HOLDING II
FRIENDSWOOD, TEXAS.

INDEX:

COVER SHEET
MEMO
SURVEY
SITE PLAN (COLORED)
SITE PLAN
BUILDING ELEVATIONS



DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

MEMORANDUM
4/19/2021

Tannos Land Holding I
1715 Friendswood, Texas

Building Description

The Proposed Project consist of a four-story Class A Office Building of approximately 100,000 SF office with 290 parking spaces. The Building is designed to attract regional and national tenants into the Friendswood area and will have an occupancy load of approximately 750 people. As the anchor to an established development that already includes many restaurant and retail businesses, the concept of the design is to unite the area into a master planned development that promotes walkability and a relaxed working environment. To accomplish this, the Project will beautify the existing detention area into a park with improved landscaping and security lighting; locate the building as central in the development as possible to create unity with the existing establishments while being as far away from our residential neighbors as possible; and by enhancing a sense of place by continuing the established Architectural Style with a complementary backdrop.

Detention Enhancements

- 45 large trees | 11 small trees
- Approximately 1,434 linear feet of 5 to 7 feet wide crushed granite paths with steel edging
- 7 park benches
- 3 dog stations
- 2 Water Fountains with lighting
- Accent Landscape Lighting in Park Area Trees
- Walk Path and Accent Lighting

Please feel free to contact me with questions, comments or additional information that I may assist you with.

Best Regards,

Blair Korndorffer
Diamond Development Group
700 GEMINI, SUITE 260
HOUSTON, TEXAS 77058
832.224.6400
CONTACT@DIAMONDDEVELOPMENTGROUP.COM

DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

MEMORANDUM
4/19/2021

Tannos Land Holding I
1715 Friendswood, Texas

PUD Regulation Matrix based on OPD

Zoning District	Lot Area Minimum Square Feet	Lot Width Minimum Feet	Lot Depth Minimum Feet	Yards—Minimum Feet						Height Maximum Feet (b, e and k)	Landscape Requirements	Exception Notes	Maximum Lot Coverage
				Front	Rear (a)	Side							
						Interior		Exterior					
						When Abutting Property in a Residential District or Garden Home District	When Abutting Property in a Nonresidential District	When Backing Up to an Abutting Side Yard	When Backing Up to an Abutting Rear Yard				
PUD	10,000	100	100	30	15	25	10	25	10	70 (max. 4 stories)	Yes	H	30%

Zoning Ordinance Section 7.P. Permitted Use Table

Permitted uses would include:

- Monetary authorities – Central Bank
- Credit intermediation and related activities
- Securities, commodity contracts, and other financial investments and related activities
- Insurance carriers and related activities
- Funds, trusts, and other financial vehicles
- Lessors of nonfinancial intangible assets (except copyrighted works)
- Professional, scientific and technical services
- Management of companies and enterprises
- Other school and instruction
- Ambulatory health care services
- Personal care services
- Other personal services
- Business, professional, labor, political, and similar organizations
- Executive, legislative, and other general government support

700 GEMINI, SUITE 260
HOUSTON, TEXAS 77058
832.224.6400
CONTACT@DIAMONDDEVELOPMENTGROUP.COM

DIAMOND
DEVELOPMENT
CONSTRUCTION

- Administration of human resource programs
- Administration of environment quality programs
- Administration of housing programs, urban planning, and community development
- Administration of economic programs
- Space research and technology
- National security and international affairs

Parking Analysis

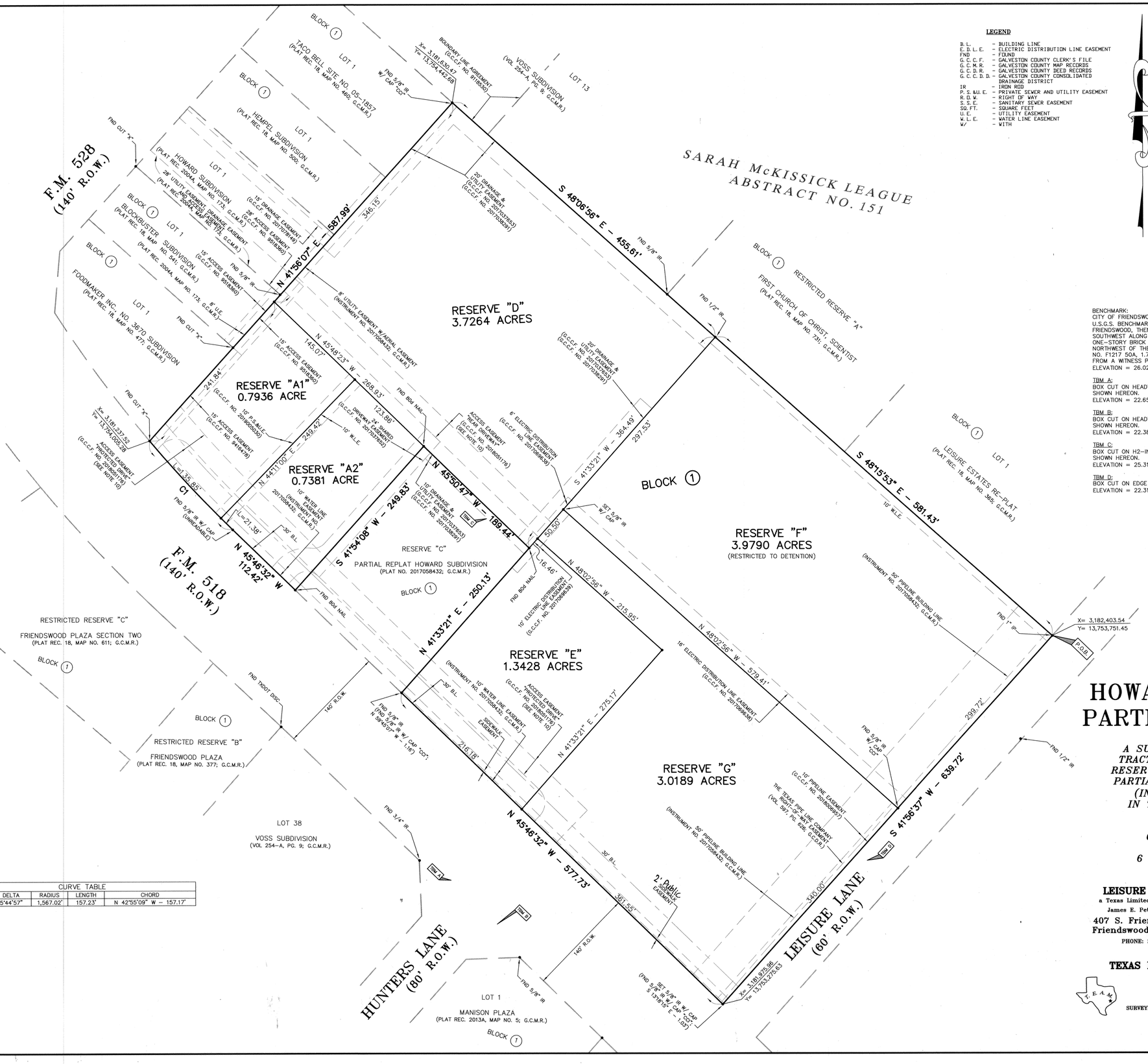
Parking would comply with the City of Friendswood Design Criteria Manual: General Business Offices – 100,000 or more sq. ft. = 2.8 spaces per 1,000 sq. ft. GFA.

Please feel free to contact me with questions, comments or additional information that I may assist you with.

Best Regards,

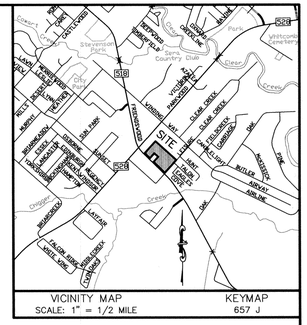
Blair Korndorffer
Diamond Development Group

700 GEMINI, SUITE 260
HOUSTON, TEXAS 77058
281.204.8400
CONTACT@DIAMONDDEVELOPMENTGROUP.COM



LEGEND

B. L.	- BUILDING LINE
E. D. L. E.	- ELECTRIC DISTRIBUTION LINE EASEMENT
FND	- FOUND
G. C. C. F.	- GALVESTON COUNTY CLERK'S FILE
G. C. M. R.	- GALVESTON COUNTY MAP RECORDS
G. C. D. R.	- GALVESTON COUNTY DEED RECORDS
G. C. C. D. D.	- GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT
IR	- IRON ROD
P. S. &U. E.	- PRIVATE SEWER AND UTILITY EASEMENT
R. O. W.	- RIGHT OF WAY
S. S. E.	- SANITARY SEWER EASEMENT
SQ. FT.	- SQUARE FEET
U. E.	- UTILITY EASEMENT
W. L. E.	- WATER LINE EASEMENT
W/	- WITH



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

BENCHMARK:
CITY OF FRIENDSWOOD MARKER E-459:
U.S.G.S. BENCHMARK DISK (PID- AW102), 0.25 MILES SOUTHWEST ALONG F.M. 518 IN FRIENDSWOOD, THENCE 0.55 MILES NORTHWEST ALONG SUNSET DRIVE, THENCE 0.05 MILES SOUTHWEST ALONG BRIARMEADOW AVENUE TO THE MARK ON THE RIGHT, JUST BEFORE A ONE-STORY BRICK AND FRAME HOUSE ON THE OUTSIDE OF A PASTURE FENCE, 46.0 FEET NORTHWEST OF THE CENTER OF THE AVENUE, 13.2 FEET NORTHWEST OF UTILITY POLE NO. F1217 50A, 1.7 FEET SOUTHEAST OF A BARBED WIRE FENCE. THE MARK IS 1 FOOT SOUTHEAST FROM A WITNESS POST. THE MARK IS ABOUT LEVEL WITH THE AVENUE.
ELEVATION = 26.02' (1988 ADJUSTMENT)

TBM A:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.65'

TBM B:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.38'

TBM C:
BOX CUT ON H2-INLET LOCATED AT EAST CORNER OF PARKING LOT OF "CARE NOW", LOCATION SHOWN HEREON.
ELEVATION = 25.31'

TBM D:
BOX CUT ON EDGE OF CONCRETE ON NORTHWEST SIDE OF LEISURE LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.31'

REASON FOR REPLAT

TO RECONFIGURE RESERVES "A", "B", "D", "E", AND "F" INTO NEW RESERVES "A1", "A2", "D", "E", "F", AND "G", AS SHOWN.

FINAL PLAT OF

HOWARD SUBDIVISION PARTIAL REPLAT NO 2

A SUBDIVISION OF A 13.5989 ACRE TRACT OF LAND BEING A REPLAT OF RESERVES A, B, D, E, AND F, BLOCK 1, PARTIAL REPLAT HOWARD SUBDIVISION (INSTRUMENT NO. 2017058432) IN THE SARAH MCKISSIK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

6 RESERVES 1 BLOCK

~ OWNERS ~

LEISURE LANE LLC
a Texas Limited Liability Company
James E. Peterson, Manager
407 S. Friendswood Drive
Friendswood, Texas 77546
PHONE: 281.992.9766

FRIENDSWOOD DETENTION RESERVE ASSOCIATION
a Texas unicorporated non-profit association
1419 Lomax School Road
La Porte, Texas, 77571
PHONE: 713.456.0420

~ SURVEYOR ~

TEXAS ENGINEERING AND MAPPING COMPANY
12718 Century Drive
Stafford, Texas 77477
PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2906
www.team-civil.com

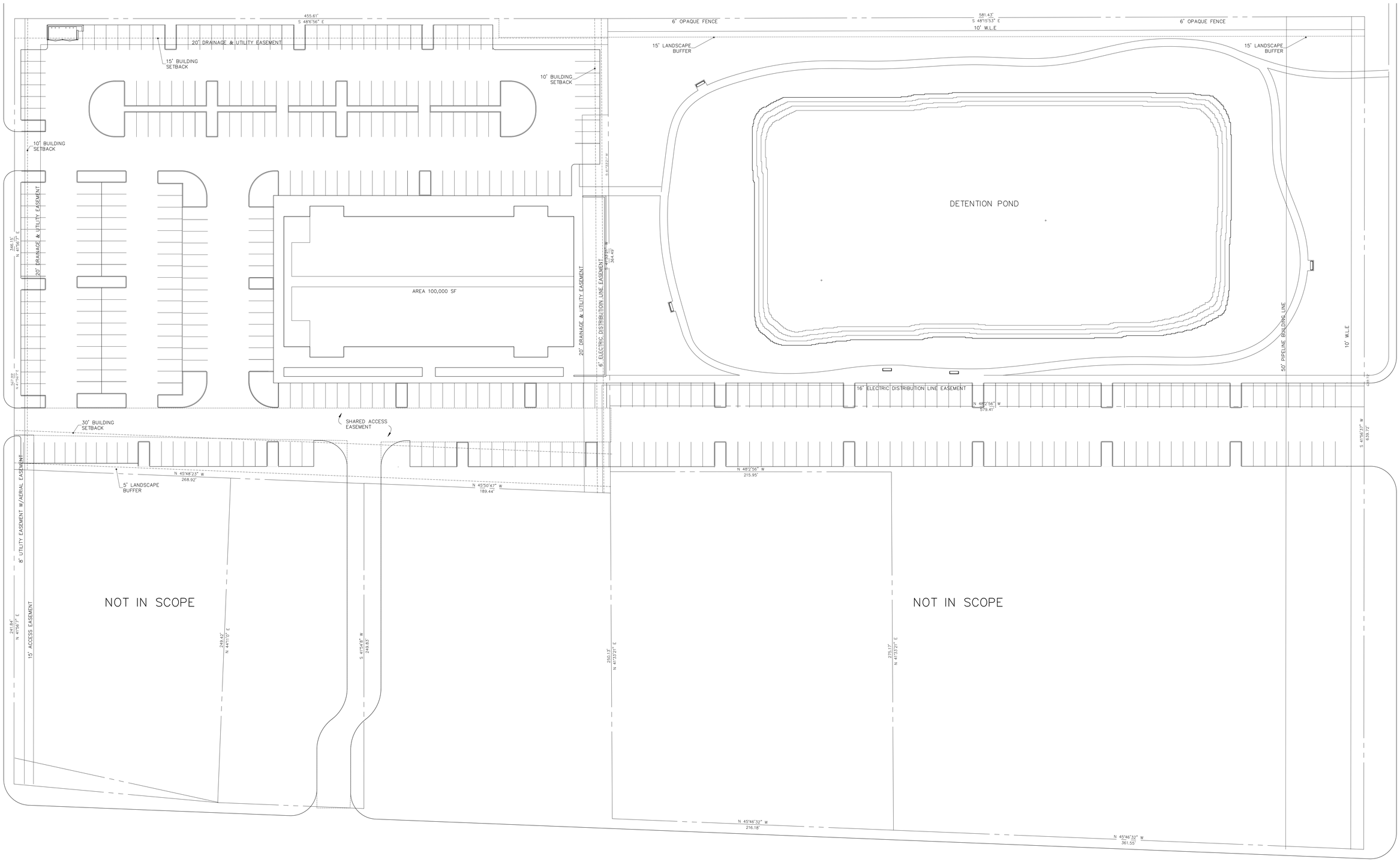
Job No. 487-28
MARCH 27, 2019

SHEET 2 OF 2

DRAWING INFO: Z:\Job#\487-28\dwg\487-28_P1_R3.dwg MAR 27, 2019 8:19 AM



1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS



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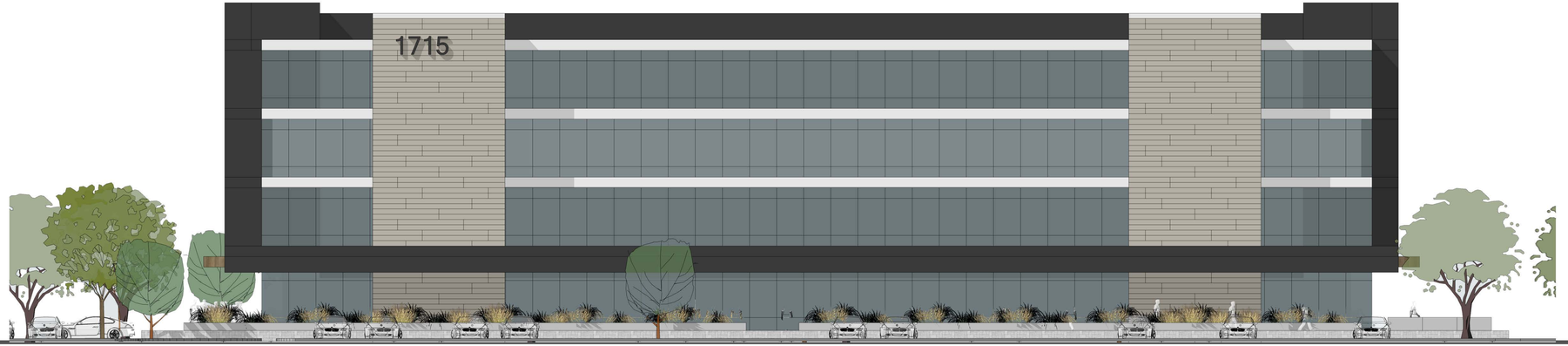


1 OVERALL SITE PLAN

1 : 30


1715
1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS


1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS



FRONT ELEVATION



SIDE ELEVATION

DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

TANNOS LAND HOLDING I
1715 FRIENDSWOOD, TEXAS



BACK ELEVATION



SIDE ELEVATION

1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS

City of Friendswood

Memo

To: **Mayor and City Council**

From: **Joe Matranga, Planning & Zoning Commission Chairman**

Aubrey Harbin, Director of Community Development/Planner

Date: **June 16, 2021**

Re: **A zone classification change located at 1715 and 1771 S. Friendswood Drive, also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD)**

At the Planning and Zoning Commission meeting held June 10, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 0-5 (Commissioners Matranga, Mann, Clark, Hinkley and Perry opposed; Sasson and Koerner were absent) on a motion to approve the requested zone change, which is a failed motion. The Commission is forwarding a negative recommendation to City Council on granting the zone change to a Planned Unit Development (PUD).

Overall, although the Commissioners voted unanimously against recommending that the PUD be granted, all of the Commissioners were extremely supportive of the project. The primary reasons for not supporting the PUD were that the project did not appear to meet the stated purposes of PUDs which are contained in our city ordinances and that in contradiction to PUD requirements, the apparent sole purpose of this PUD request was to modify the maximum allowable building height. Although it has no direct bearing on the Commission's recommendation to City Council for this request, it should be noted that the Commission and City Staff have been actively working on proposed ordinance revisions that, if approved by City Council, would accommodate this project's building height under its current zoning.

The factors in favor of granting the PUD include, (i) the proposed PUD reduces the permitted uses that are allowed in the Community Shopping Center zoning district, (ii) the proposed PUD would better ensure that additional amenities would be added to the retention pond that are over and

above Zoning Ordinance requirements, (iii) the proposed office building would have a much lower traffic impact than many of the other potential uses of the property and (iv) the PUD would be presented to City Council one month earlier than the commercial building height ordinance changes being developed.

The Planning & Zoning Commission recommends that City Council not immediately approve this zone change request from Community Shopping Center and Office Park District to Planned Unit Development and delay one City Council meeting until the height ordinance changes are presented that would allow the proposed project to be developed without changing the zoning.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/12/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject:
Consideration and possible action regarding Ordinance No. T 2021-18, the first reading of an ordinance approving a zone classification change located at 1715 and 1771 S. Friendswood Drive, also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The proposed Planned Unit Development is for a four-story Class A office building of approximately 100,000 square feet with 296 parking spaces. A regulation matrix has been provided which details the setbacks and height restrictions that would apply to the building located on 1715 S. Friendswood Drive. The proposed building height is 70 feet and 4 stories. Additionally, the allowed uses would be limited to the list specified within the PUD.

Per the PUD documentation, the intent for this development is to establish an anchor building to support the restaurants and businesses within the Virgatta development. Part of this project will also include improvements to the existing detention pond such as trees, a walking path, park benches, dog stations, improved lighting and water fountains.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Commercial development is always beneficial to the City of Friendswood. The concern with this site is access and traffic. A traffic light will soon be installed at FM 518 and Leisure Lane. This action combined with limiting the occupancy of the building (per the application) to office uses will add the least amount of traffic to the development. The positioning of the building entrance is also intended to slow the traffic that traverses the main access easement through the entire development.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held June 10, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 0-5 (Commissioners Matranga, Mann, Clark, Hinkley and Perry opposed; Sasson and Koerner were absent) on a motion to approve the requested zone change, which is a failed motion. The Commission is forwarding a negative recommendation.

ATTACHMENTS

1. Exhibit A 1715 and 1771 S Friendswood Dr
2. Exhibit B 1715 and 1771 S Friendswood Dr
3. Ord 2012-18 1715 and 1771 S. Friendswood Drive PUD

EXHIBIT “A”

City of Friendswood
APR 22 2021
Received by:

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: CSC + OPD

TYPE OF ZONE CHANGE (check one):

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

PROPERTY IDENTIFICATION:

Address: 1715 South Friendswood Drive + 1771 S. Friendswood
Platted Land – Plat Name: Howard Sub Replat No 2 Lot: _____ Block: _____
Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Virgata Properties Phone: 713 724-9766
Owner's Mailing Address: 407 S. Friendswood Dr
City: Friendswood State: TX Zip: 77546 Fax: _____
Owner's Email Address: Jim@Virgataproperty.com

AGENT'S NAME : Louis Tannos Phone: 713-447-3508
Agent's Mailing Address: 1806 Sterling Creek Drive
City: Friendswood State: TX Zip: 77546 Fax: _____
Agent's Email Address: Ltannos@tannosconstruction.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: _____ Date: 4-13-21

Agent's Signature: _____ Date: 4-13-21

Received By: Becky Bennett	Application Number: 2021-0017
Date of Public Hearing: 6-10, 7-12	Received Date: 4-22-2021
Property Owner Notices: 5-28-2021	Newspaper Notice: 5-17-2021
	Sign on Property: 5-28-2021

Address of Grantee:
Leisure Lane LLC
407 S. Friendswood Drive
Friendswood, Texas 77546
Attn: David Boone, Manager

After Recording, Return to:
Andrews Myers, P.C.
Attn: Scott McKaig
1885 Saint James Place, 15th Floor
Houston, Texas 77056

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

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

That TEXAS CITIZENS BANK, N.A. ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid to Grantor by LEISURE LANE LLC (herein referred to as "**Grantee**"), and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of **ONE MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($1,888,750.00)** to Grantor in hand paid by HOMETOWN BANK, NATIONAL ASSOCIATION, of Galveston, Texas, at the special instance and request of the Grantee, in part payment of the purchase price for the land and premises herein conveyed, to evidence which the said Grantee has executed its one certain promissory note to the order of HOMETOWN BANK, NATIONAL ASSOCIATION, payable as therein provided, and secured by a first vendor's lien and superior title herein retained and by deed of trust herewith executed by the said Grantee to G. WILLIAM RIDER, TRUSTEE, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee their certain tracts or parcels of land in Galveston County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all rights, titles and interests appurtenant thereto (such land and interest are hereinafter collectively referred to as the "**Property**").

The above-mentioned note is in the total sum of **$2,688,750.00, $1,888,750.00** of which represents said part payment of the purchase price, is made payable directly to HOMETOWN BANK, NATIONAL ASSOCIATION, which has advanced said sum of money at the request of Grantee herein to the Grantor herein; and in consideration of the premises that Grantor does hereby SELL, TRANSFER AND ASSIGN unto the said HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, the first vendor's lien and superior title herein retained against the property herein conveyed to secure the payment of the aforesaid note as fully subrogating HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, to all rights, titles, equities and interest in and to such note and all liens against the property securing payment thereof, such assignment, however, being without recourse in any event against the Grantor herein.

TH1720432-H

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit "B" attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

EXECUTED on the date of the acknowledgment herein below, to be effective as of the 2nd day of April, 2018.

[Signature and acknowledgment on following page]

TEXAS CITIZENS BANK, N.A.

By: _____
Duncan W. Stewart, Chairman and
Chief Executive Officer

THE STATE OF TEXAS §
§
COUNTY OF ~~GALVESTON~~ HARRIS §

This instrument was acknowledged before me on this the 29th day of March, 2018, by Duncan W. Stewart, Chairman and Chief Executive Officer of Texas Citizens Bank, N.A., a national banking association, on behalf of said association.

TINA KENNEDY
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-02-2019

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

PARCEL DESCRIPTION

Tract 1: (Fee)

All of Reserves "A" and "B" of the PARTIAL REPLAT HOWARD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

Tract 2: (Easement)

An easement for vehicular and pedestrian ingress and egress as set forth and described in instrument recorded in/ under County Clerk's File No. 9416478 of the Official Public Records of Real Property of Galveston County, Texas.

Tract 3: (Easement)

A perpetual, non-exclusive access easement for a shared driveway as set forth and described in instrument recorded County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas.

Tract 4: (Easement)

A perpetual, non-exclusive easement for drainage as set forth and described in instrument recorded in/under County Clerk's File No. 201707 8149 of the Official Public Records of Galveston County, Texas.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. The restrictive covenants as set forth in County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

2. An easement for purposes of ingress and egress located on subject property granted to Foodmaker, Inc., their successors and assigns, by instrument recorded under County Clerk's File No. 9416478 of the Official Public Records of Real Property of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

3. An easement for purposes of a private access shared driveway and drainage located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, and JACK A. HOWARD by instrument recorded under County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

4. An easement for purposes of water, sanitary sewer, drainage, and detention located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, LEISURE LANE LLC, and JACK A. HOWARD by instrument recorded under County Clerk's File Nos. 2017037653 and 2017038291 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

5. Intentionally Omitted.

6. A water line easement, 10 feet in width, along the Southwest property line, as recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

7. A utility easement, 8 feet in width, along the Northwest property line, as recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

8. An unobstructed aerial easement above the ground upward located adjacent to all public utility easements is dedicated to the use of the public as reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

9. Building setback line, 30 feet in width, along the Southwest property line, as recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

10. A 1/32nd royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in

instrument recorded under Volume 357, Page 256 in the Office of the County Clerk of Galveston County, Texas.

11. An undivided 1/32nd of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded under Volume 369, Page 398 in the Office of the County Clerk of Galveston County, Texas.

12. Oil, gas and mineral lease dated December 04, 1925, recorded under Volume 380, Page 607 in the Office of the County Clerk of Galveston County, Texas in favor of Gulf Production Company.

13. All (except an undivided 1/32nd) of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom as same are set forth in instrument recorded under Volume 923, Page 65 in the Office of the County Clerk of Galveston County, Texas.

14. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded under County Clerk's File No. 8415657 of the Official Public Records of Real Property of Galveston County, Texas.

15. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

16. Intentionally Omitted.

17. Any rights, easements, interests or claims which may exist by reason of a fence line not following along the northeasterly property line (as to Reserve B) and an electric box located near the southwesterly property line (as to Reserve A), as reflected on survey drawing made by Brian Nesvadba, R.P.L.S. No. 5776, dated February 2, 2018.

FILED AND RECORDED

Instrument Number: *2018019486*

Recording Fee: 46.00

Number Of Pages:7

Filing and Recording Date: 04/03/2018 3:15PM

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

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

SPECIAL
WARRANTY DEED WITH VENDOR'S LIEN

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

Date: APRIL 2, 2018

Grantor: **JACK A. HOWARD**

Grantor's Mailing Address (including county):
1419 LOMAX SCHOOL RD
LA PORTE, TX 77571

Grantee: **LEISURE LANE LLC**
a Texas Limited Liability Company

Grantee's Mailing Address (including county):

407 S. Friendswood Drive
Friendswood, Galveston County, Texas 77546

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged and the further consideration of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)** to Grantor in hand paid by HOMETOWN BANK, NATIONAL ASSOCIATION, of Galveston, Texas, at the special instance and request of the Grantee, in part payment of the purchase price for the land and premises herein conveyed, to evidence which the said Grantee has executed its one certain promissory note to the order of HOMETOWN BANK, NATIONAL ASSOCIATION, payable as therein provided, and secured by a first vendor's lien and superior title herein retained and by deed of trust herewith executed by the said Grantee to G. WILLIAM RIDER, TRUSTEE.

The above-mentioned note is in the total sum of **$2,688,750.00, $500,000.00** of which represents said part payment of the purchase price, is made payable directly to HOMETOWN BANK, NATIONAL ASSOCIATION, which has advanced said sum of money at the request of Grantee herein to the Grantor herein; and in consideration of the premises that Grantor does hereby SELL, TRANSFER AND ASSIGN unto the said HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, the first vendor's lien and superior title herein retained against the property herein conveyed to secure the payment of the aforesaid note as fully subrogating HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, to all rights, titles, equities and interest in and to such note and all liens against the property securing payment thereof, such assignment, however, being without recourse in any event against the Grantor herein,

Property (including any improvements):

TRACT ONE:
All of Reserve "D" of the PARTIAL REPLAT HOWARD SUBDIVISION, a subdivision In Galveston County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

TRACT FOUR: (EASEMENT)
A perpetual, non-exclusive access easement as described and set forth in instrument recorded in/under County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas.

TFT172043 20-N

This conveyance and the warranties of title contained herein are expressly made subject to those certain encumbrances, easements, and other matters described below (the "Permitted Encumbrances"), but only to the extent that such Permitted Encumbrances are validly in effect and apply to the Property:

1. An easement for purposes of a private access shared driveway and drainage located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, and JACK A. HOWARD by instrument recorded in/under County Clerk's File No. 2017037652 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

2. An easement for purposes of water, sanitary sewer, drainage, and detention located on subject property by and among LT-CN FRIENDSWOOD, LLC, TEXAS CITIZENS BANK, NA, LEISURE LANE LLC, and JACK A. HOWARD by Instrument recorded under County Clerk's File Nos. 2017037653 and 2017038291 of the Official Public Records of Galveston County, Texas and also reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

3. An unobstructed aerial easement above the ground upward located adjacent to all public utility easements is dedicated to the use of the public as reflected on the plat recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

4. A non-exclusive easement for purposes of underground electric lines and facilities located on subject property granted to Texas-New Mexico Power Company by instrument recorded under County Clerk's File No. 2017069838 of the Official Public Records of Galveston County, Texas.

5. A 1/32nd royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded In/under Volume 357, Page 256 in the Office of the County Clerk of Galveston County, Texas.

6. An undivided 1/32nd of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 369, Page 398 in the Office of the County Clerk of Galveston County, Texas.

7. Oil, gas and mineral lease dated December 04, 1925, recorded in Volume 380, Page 607 In the Office of the County Clerk of Galveston County, Texas in favor of Gulf Production Company.

8. All (except an undivided 1/32nd) of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom, as same are set forth in instrument recorded In Volume 923, Page 65 In the Office of the County Clerk of Galveston County, Texas.

9. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights In connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded under County Clerk's File No. 8415657 of the Official Public Records of Real Property of Galveston County, Texas.

10. Any rights, easements, interests or claims which may exist by reason of a fence line not following along the northeasterly property line, as reflected on survey drawing made by Brian Nesvadba, R.P.L.S. No. 5776, dated February 02, 2018.

Grantor, for the Consideration and subject to the Permitted Encumbrances, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor and not otherwise, except as to the Permitted Encumbrances.

The vendor's lien against and superior title to the Property are retained until the note described herein is fully paid according to its terms, at which time this deed shall become absolute.

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

EXECUTED this 2 day of APRIL, 2018.

Ron Allen

ROBERT NOLAN ALLEN,
Attorney-in-Fact for JACK A. HOWARD

STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 2nd day of April, 2018, by **ROBERT NOLAN ALLEN, Attorney-in-Fact for JACK A. HOWARD (also known as JACK ALLEN HOWARD).**

Donna Marie Jackson

Notary Public in and for THE STATE OF TEXAS

DONNA MARIE JACKSON
Notary Public, State of Texas
Comm. Expires 01-19-2021
Notary ID 38[illegible]78-9

Loan origination organization: HOMETOWN BANK, NATIONAL ASSOCIATION
NMLS ID 478260
Loan Originator: Allan Rasmussen, Jr.
NMLS ID 684576

AFTER RECORDING RETURN TO:

Andrews Myers, P.C.
Attn: Scott McKaig
1885 Saint James Place, 15th Fl.
Houston, Texas 77056

PREPARED IN THE LAW OFFICE OF:

RIDER & WILSON
Suite 802, 2200 Market Street Tower
2200 Market Street
Galveston, Texas 77550

FILED AND RECORDED

Instrument Number: *2018019487*

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 04/03/2018 3:15PM

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

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

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

This is a Correction Deed, given and accepted in place of that certain Contribution Special Warranty Deed dated October 11, 2018, executed from Grantor to Grantee and recorded under Instrument No. 2018062010 of the Official Public Records of Galveston County, Texas, to correct the description of the property conveyed therein.

CORRECTION CONTRIBUTION SPECIAL WARRANTY DEED

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

THAT **Jack A. Howard**, an individual residing in the State of Texas ("*Grantor*"), for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, CONTRIBUTED, and CONVEYED, and by these presents does GRANT, CONTRIBUTE, and CONVEY, unto **Friendswood Detention Reserve Association**, a Texas unincorporated non-profit association with a mailing address of 407 S. Friendswood Drive, Friendswood, Texas 77546 ("*Grantee*"), that certain unimproved real property located in Galveston County, Texas, being more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements, and interests being hereinafter referred to as the "*Property*").

This conveyance, however, is made and accepted subject to (a) the matters herein stated, (b) those easements, restrictions, reservations, and other matters of record set forth in the public records, and (c) real estate taxes and standby fees for the year 2018 (which have been prorated as of the date hereof and assumed by Grantee) and subsequent years.

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns, to warrant and forever defend, all and singular, the Property and premises unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page left blank; Signature page follows]

EXECUTED this 11th day of October, 2018.

GRANTOR:

ROBERT NOLAN ALLEN, in his capacity as power-of-attorney for and on behalf of JACK A. HOWARD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 11 day of October, 2018, by Robert Nolan Allen, in his capacity as power-of-attorney for and on behalf of Jack A. Howard.

MARIA A. VELASCO
My Notary ID # 10865325
Expires May 21, 2021

Notary Public, in and for the State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

All of Restricted Reserve "F" of the PARTIAL REPLAT HOWARD SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under County Clerk's File No. 2017058432 of the Map Records of Galveston County, Texas.

4836-8668-3254, v. 1

FILED AND RECORDED

Instrument Number: *2018062191*

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 10/15/2018 11:11AM

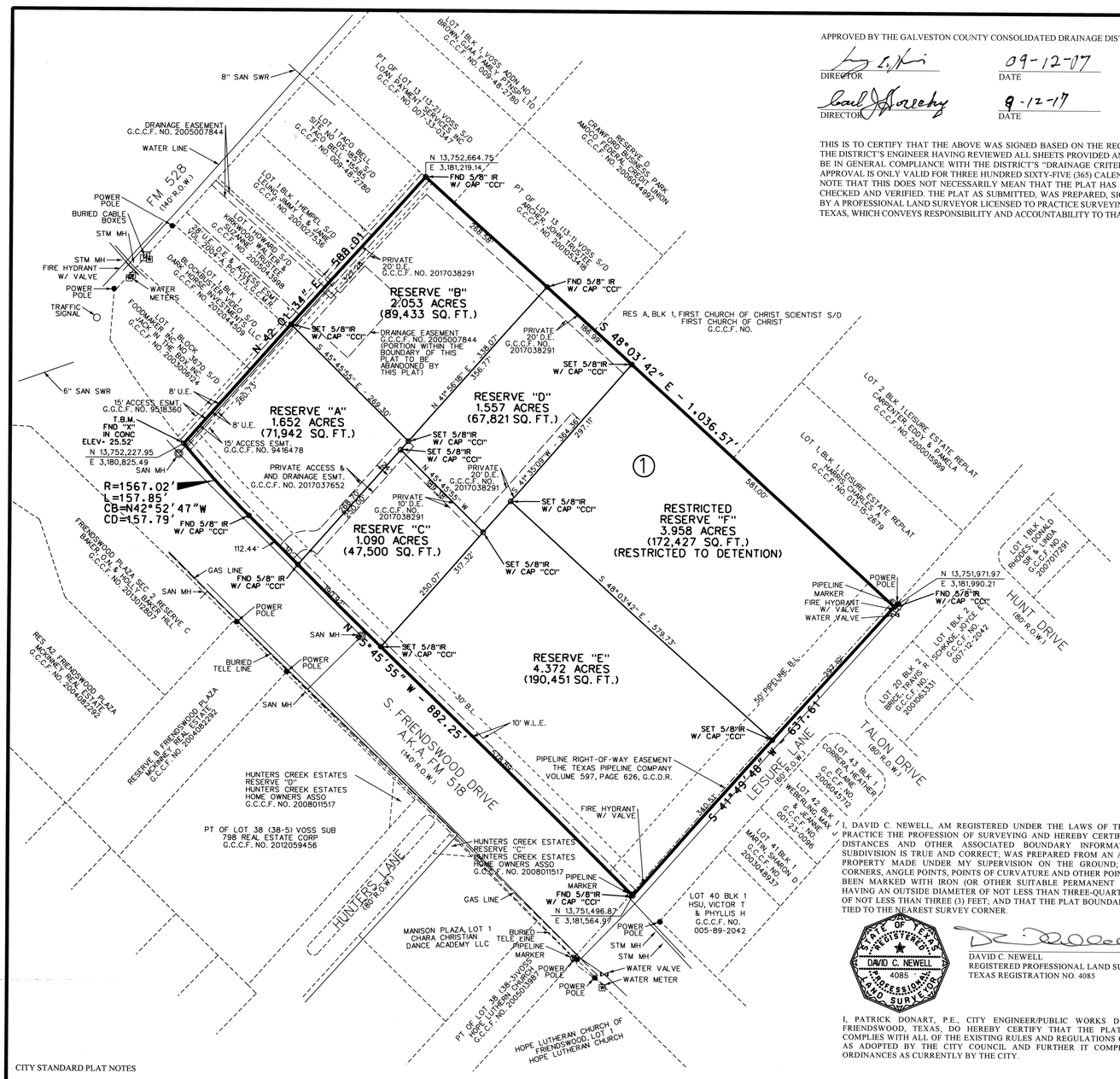
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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



APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

DIRECTOR — DATE 09-12-17

DIRECTOR — DATE 9-12-17

THIS IS TO CERTIFY THAT THE ABOVE WAS SIGNED BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER HAVING REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "DRAINAGE CRITERIA MANUAL". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. PLEASE NOTE THAT THIS DOES NOT NECESSARILY MEAN THAT THE PLAT HAS BEEN COMPLETELY CHECKED AND VERIFIED. THE PLAT AS SUBMITTED, WAS PREPARED, SIGNED, AND SEALED BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE SURVEYING IN THE STATE OF TEXAS, WHICH CONVEYS RESPONSIBILITY AND ACCOUNTABILITY TO THAT SURVEYOR.

STATE OF TEXAS
COUNTY OF GALVESTON

I, JACK A. HOWARD ACTING BY AND THROUGH ROBERT NOLAN ALLEN AS ATTORNEY-IN-FACT, WE, TEXAS CITIZENS BANK N.A., ACTING BY AND THROUGH DUNCAN STEWART, CHAIRMAN AND CEO, WE, LEISURE LANE, LLC, ACTING BY AND THROUGH JIM PETERSON, SENIOR PARTNER, AND WE, LT-CN FRIENDSWOOD, LLC, ACTING BY AND THROUGH RICHARD TURCOTTE, MANAGER, OWNER HEREINAFTER REFERRED TO AS OWNERS OF THE 14.682 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF PARTIAL REPLAT HOWARD SUBDIVISION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT ABOVE THE GROUND LEVEL UPWARD, TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

WITNESS OUR HAND IN THE CITY OF FRIENDSWOOD, TEXAS, THIS 25th DAY OF SEPTEMBER, 2017.

JACK A HOWARD by ROBERT NOLAN ALLEN AS ATTORNEY-IN-FACT

DUNCAN STEWART, CHAIRMAN AND CEO
TEXAS CITIZENS BANK N.A

JIM PETERSON, SENIOR PARTNER
LEISURE LANE, LLC

RICHARD TURCOTTE, MANAGER
LT-CN FRIENDSWOOD, LLC

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT NOLAN ALLEN AS ATTORNEY-IN-FACT ON BEHALF OF JACK A. HOWARD, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

TINA KENNEDY NOTARY PUBLIC State of Texas Comm. Exp. 12-02-2019

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DUNCAN STEWART, CHAIRMAN AND CEO OF TEXAS CITIZENS BANK N.A., 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

TINA KENNEDY NOTARY PUBLIC State of Texas Comm. Exp. 12-02-2019

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIM PETERSON, SENIOR PARTNER, LEISURE LANE, LLC, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13 DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MELANIE REECE-HODGE Notary Public, State of Texas Comm. Expires 10-28-2020 Notary ID 130876729

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD TURCOTTE, MANAGER, LT-CN FRIENDSWOOD, LLC, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19th DAY OF SEPTEMBER 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SUSAN WIKARI Notary Public STATE OF TEXAS ID# 131145036 My Comm. Exp. May 25, 2021

I, MICHAEL RAMIREZ, SENIOR VICE PRESIDENT OF SOUTHSIDE BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS PARTIAL REPLAT HOWARD SUBDIVISION, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN GALVESTON COUNTY CLERK'S FILE NO. 2017034981, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT AND I HEREBY CONFIRM THAT I AM THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

MICHAEL RAMIREZ, SENIOR VICE PRESIDENT
SOUTHSIDE BANK

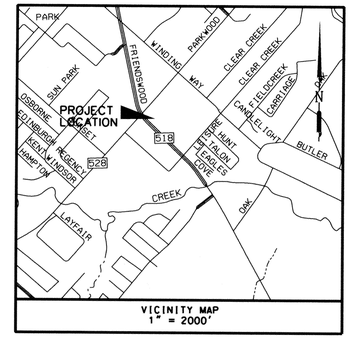
STATE OF TEXAS
COUNTY OF TARRANT

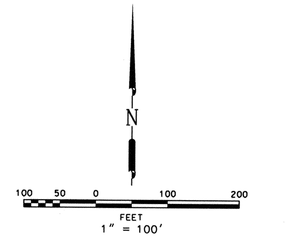
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL RAMIREZ, SENIOR VICE PRESIDENT OF SOUTHSIDE BANK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20th DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MARY JOY F BARNES Notary Public STATE OF TEXAS ID# 129153523 My Comm. Exp. Oct. 29, 2020





THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF PARTIAL REPLAT HOWARD SUBDIVISION, IN CONFORMANCE WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THE CITY AS ADOPTED BY THE CITY COUNCIL AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 28 DAY OF September, 2017.

BY: Becky Summers
BECKY SUMMERS
DEVELOPMENT COORDINATOR

BY: Rhonda S Neel
RHONDA NEEL
CHAIRMAN

I, DWIGHT D. SULLIVAN, GALVESTON COUNTY CLERK, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORDING IN MY OFFICE ON _____, 2017, AT ___ O'CLOCK, ___M. AND DULY RECORDED IN MY OFFICE ON _____, 2017, AT ___ O'CLOCK ___M. IN INSTRUMENT NO. _____, GALVESTON COUNTY RECORDS.

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

BY: _____
DEPUTY

DWIGHT D. SULLIVAN,
COUNTY CLERK
GALVESTON COUNTY, TEXAS

I, DAVID C. NEWELL, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT ALL BEARINGS, DISTANCES AND OTHER ASSOCIATED BOUNDARY INFORMATION ON THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

STATE OF TEXAS REGISTERED DAVID C. NEWELL 4085 PROFESSIONAL LAND SURVEYOR

DAVID C. NEWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4085

I, PATRICK DONART, P.E., CITY ENGINEER/PUBLIC WORKS DIRECTOR OF THE CITY FRIENDSWOOD, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE THE CITY AS ADOPTED BY THE CITY COUNCIL AND FURTHER IT COMPLIES WITH ALL OF THE ORDINANCES AS CURRENTLY BY THE CITY.

BY: _____
PATRICK DONART, P.E.

I, ALLAN RASMUSSEN, SENIOR VICE PRESIDENT OF HOMETOWN BANK, N.A. OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS PARTIAL REPLAT HOWARD SUBDIVISION, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN GALVESTON COUNTY CLERK'S FILE NO. 2017029385, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

ALLAN RASMUSSEN, SENIOR VICE PRESIDENT
HOMETOWN BANK, N.A.

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALLAN RASMUSSEN, SENIOR VICE PRESIDENT OF HOMETOWN BANK, N.A., 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18 DAY OF September, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AVERY R FORD NOTARY PUBLIC STATE OF TEXAS COMM. EXP. 05-19-2020

CITY STANDARD PLAT NOTES

1. SIDEWALKS AND ADA RAMPS ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. EACH OWNER OF A RESERVE MUST INSTALL SIDEWALKS AND ADA RAMPS ALONG ITS RESPECTIVE RESERVE AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
2. NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.
3. EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26, OF THE FRIENDSWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE ERECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.
4. THE CITY OF FRIENDSWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES (DETENTION PONDS, DRAINAGE EASEMENTS, OUTFALLS AND SWALES), RECREATIONAL AREAS, RESERVES AND OTHER PRIVATE FACILITIES THAT ARE WITHIN PRIVATE EASEMENTS; THE OWNER SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDSWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF TEXAS NEW MEXICO POWER.
5. ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.
6. THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS.
7. ANY AND ALL RIGHT OF WAY ISLANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY THE OWNER.

G.C.C.D.D. NOTES

1. BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (THE DISTRICT) RIGHT-OF-WAYS OR DRAINAGE EASEMENTS. FURTHERMORE, NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN SAID RIGHT-OF-WAYS OR DRAINAGE EASEMENTS WITHOUT THE APPROVAL OF THE DISTRICT.
2. THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
3. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
4. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT FOR APPROVAL.
5. PLANTINGS, FLOWERBEDS OR OTHER LANDSCAPING IS NOT PERMITTED WITHIN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
6. NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.
7. NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE DETENTION FACILITY WITHOUT THE APPROVAL OF THE DISTRICT.

BENCHMARK:
RM010090 IS AN ALUMINUM DISC STAMPED "A 100 BM 04 RESET 2001" MONUMENT IS LOCATED ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF CLEAR CREEK BRIDGE ON FM 528 APPROX. 4 MILES EAST OF I-45 AND FM 528. DATUM: NAD83, 2001 ADJUSTMENT. ELEVATION = 23.893'

TBM:
"X" SCRIBED IN CONCRETE FOUND AT THE WEST MOST CORNER OF THE SUBJECT PROPERTY. ELEVATION = 25.52'

REASONS FOR REPLAT:
1. TO REMOVE INT SIDE 10' B.L. AND 25' REAR B.L.
2. INCORPORATE ADJACENT 8.358 ACRES.
3. SUBDIVIDE RESERVE "A" INTO 4 RESERVES.
5. RELOCATE DETENTION POND FROM RESERVE B AND INCORPORATE DRAINAGE CAPACITY INTO DETENTION POND IN RESERVE F.

PARTIAL REPLAT
HOWARD SUBDIVISION

A SUBDIVISION OF 14.682 ACRES OF LAND
BEING ALL OF RESERVE "A"
OF HOWARD SUBDIVISION RECORDED
IN VOLUME 2004-A, PAGE 173, GALVESTON
COUNTY MAP RECORDS AND BEING OUT OF LOT
26, VOSS SUBDIVISION, RECORDED IN VOLUME
254-A, PAGE 9, GALVESTON COUNTY MAP RECORDS.
IN THE
SARA MCKISSICK LEAGUE, ABSTRACT NO. 151
FRIENDSWOOD, GALVESTON COUNTY, TEXAS.

6 RESERVES 1 BLOCK

SEPTEMBER 06, 2017

OWNERS:

TEXAS CITIZENS BANK, N.A.
4949 FAIRMONT PARKWAY
PASADENA, TEXAS
713-948-5700

LEISURE LANE, LLC
407 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546

JACK HOWARD
1419 LOMAX SCHOOL ROAD
LA PORTE, TEXAS 77571
713-456-0420

LT-CN FRIENDSWOOD, LLC
6116 N CENTRAL EXPRESSWAY
SUITE 617
DALLAS, TEXAS 75206

SURVEYOR:
Civil Concepts, Inc.
3425 FEDERAL STREET
PASADENA, TEXAS 77504
OFFICE: 713.947.6606
SURVEYING & MAPPING
CIVIL ENGINEERING

PROJECT 90-10

USER: Unified Workspace DATE: 9/28/2017 - 3:28:52 PM
S:\PROJECTS\2010\90-10 518 & 528 Friendswood\2016\Plat\Eg\90-10 Plat.DGN

STATE OF TEXAS :
COUNTY OF GALVESTON:

We, Leisure Lane LLC, a Texas limited liability company, acting by and through James E. Peterson, Manager, and Friendswood Detention Reserve Association, a Texas unincorporated non-profit association; Owners; hereinafter referred to as Owners of the 13.5989 acre tract described in the above and foregoing map of HOWARD SUBDIVISION PARTIAL REPLAT NO 2, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions, and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever an unobstructed aerial easements above the ground level upward, to all public utility easements shown hereon.

IN TESTIMONY WHEREOF THE, Leisure Lane LLC, a Texas limited liability company, acting by and through James E. Peterson, Manager, thereunto authorized, this 28th day of MARCH, 2019.

Leisure Lane LLC, a Texas limited liability company

By: _____
James E. Peterson, Manager

STATE OF TEXAS:
COUNTY OF Galveston:

BEFORE ME, the undersigned authority, on this day personally appeared James E. Peterson, Manager of Leisure Lane LLC, a Texas limited liability company, 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, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 2019.

Notary Public in and for the State of Texas
My Commission Expires 10-26-2020

Melanie Hodge
Notary Public

MELANIE REECE-HODGE
Notary Public, State of Texas
Comm. Expires 10-26-2020
Notary ID 130870729

IN TESTIMONY WHEREOF THE, Friendswood Detention Reserve Association, a Texas unincorporated non-profit association, acting by and through JAMES PETERSON, ~~Manager~~ DIRECTOR, thereunto authorized, this 28th day of MARCH, 2019.

Friendswood Detention Reserve Association, a Texas unincorporated non-profit association

By: _____ JAMES PETERSON DIRECTOR
Signature Print Name and Title

STATE OF TEXAS:
COUNTY OF Galveston:

BEFORE ME, the undersigned authority, on this day personally appeared James Peterson DIRECTOR, ~~Manager~~ of Friendswood Detention Reserve Association, a Texas unincorporated non-profit association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 2019.

Notary Public in and for the State of Texas
My Commission Expires 10-26-2020

Melanie Hodge
Notary Public

MELANIE REECE-HODGE
Notary Public, State of Texas
Comm. Expires 10-26-2020
Notary ID 130870729

I
V

AVERY R. FORD
NOTARY PUBLIC
STATE OF TEXAS
ID #132004105
EXP. 05-19-2020

STATE OF Texas:
COUNTY OF Galveston:

We, Hometown Bank, National Association, owner and holder of a lien against the property described in the plat known as HOWARD SUBDIVISION PARTIAL REPLAT NO 2, said lien being evidenced by instruments of record in Galveston County County Clerk's File Nos. 2017037303, 2017029384, 2017029385, 2017037504, 2017037505, 2018019386, 2018019486, 2018019487, 2018019488, 2018019489, 2018064395, 2018063231, 2018063232, and 2018069071, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

By: _____ Attest: _____
Signature Signature

Allan Rasmussen Sr. EVP — Scott Asimakis AVP
Print Name & Title Print Name & Title

STATE OF TEXAS:
COUNTY OF GALVESTON:

BEFORE ME, the undersigned authority, on this day personally appeared Allan Rasmussen, Sr. EVP, and Scott Asimakis, AVP, of Hometown Bank, National Association, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of MARCH, 2019.

Notary Public in and for the State of Texas
My Commission Expires: 5/19/20

Notary

AVERY R. FORD
NOTARY PUBLIC
STATE OF TEXAS
ID #132004105
EXP. 05-19-2020

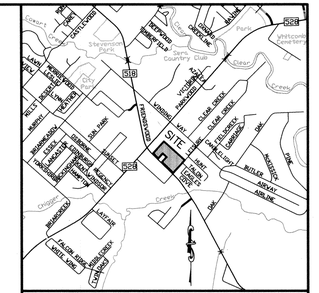
This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas, has approved this plat and subdivision of HOWARD SUBDIVISION PARTIAL REPLAT NO 2, in conformance with the existing rules and regulations of the City as adopted by the City Council and authorized the recording of this plat this 15 day of April, 2019.

BY: Becky Summers
Becky Summers, Development Coordinator

BY: Joe Matranga
Joe Matranga, Chairman

I, Morad Kabiri P.E., City Engineer [redacted] of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas; and further, it complies with all of the ordinances as currently adopted by City Council.

By: _____
Morad Kabiri P.E., [redacted] City Engineer [redacted]



Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

DIRECTOR _____ 4-4-19 DATE

DIRECTOR _____ 4-4-19 DATE

This is to certify that the above was signed based on the recommendation of the District's Engineer having reviewed all sheets provided and found them to be in general compliance with the District's "Drainage Criteria Manual". This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in these plans have been completely checked and verified. The plans submitted have been prepared, signed, and sealed by a Professional Engineer licensed to practice engineering in the state of Texas, which conveys the engineer's responsibility and accountability.

STATE OF TEXAS :
COUNTY OF GALVESTON:

I, Dwight D. Sullivan, Clerk of the County of Galveston County, Texas, do hereby certify that the written instrument with its certificate and authentication was filed for record in my office on _____, 2019, at _____.m. o'clock and duly recorded on _____, 2019, _____.m. o'clock, and in Instrument # _____, of the Galveston County Map Records.

WITNESS MY HAND AND SEAL OF OFFICE, at Galveston, Texas, the day and date last above written.

By: _____
Dwight D. Sullivan
Clerk of the County Court
Galveston County, Texas

By: _____
Deputy

NOTES:

1.) SIDEWALKS AND ADA RAMPS ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. THE DEVELOPER MUST INSTALL SIDEWALKS AND ADA RAMPS ALONG RESERVES AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.

2.) NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.

3.) EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26 OF THE FRIENDSWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE ERECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.

4.) THE CITY OF FRIENDSWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES (DETENTION PONDS, DRAINAGE EASEMENTS, OUTFALLS AND SWALES), RECREATIONAL AREAS, RESERVES AND OTHER PRIVATE FACILITIES THAT ARE WITHIN PRIVATE EASEMENTS; FRIENDSWOOD DETENTION RESERVE ASSOCIATION SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDSWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF TEXAS NEW MEXICO POWER.

5.) ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.

6.) THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS.

7.) ANY AND ALL RIGHT OF WAY ISLANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY THE PROPERTY OWNER.

8.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN RESTRICTIONS RECORDED IN COUNTY CLERK'S FILE NO. 2017058432 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

9.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS OF EASEMENTS AND RESTRICTIONS RECORDED IN COUNTY CLERK'S FILE NOS. 9416478, 2018046832, AND 2018061651 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

10.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED IN COUNTY CLERK'S FILE NO. 2018051176 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.

G.C.C.D.D. NOTES:

1.) BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (THE DISTRICT) RIGHT-OF-WAYS OR DRAINAGE EASEMENTS. FURTHERMORE, NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN SAID RIGHT-OF-WAYS OR DRAINAGE EASEMENTS WITHOUT THE APPROVAL OF THE DISTRICT.

2.) THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

3.) NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.

4.) ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT FOR APPROVAL.

5.) PLANTINGS, FLOWERBEDS OR OTHER LANDSCAPING IS NOT PERMITTED WITHIN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.

6.) NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.

7.) NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE DETENTION FACILITY WITHOUT THE APPROVAL OF THE DISTRICT.

I, Brian Nesvadba, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that all bearings, distances, and other associated boundary information on the above referenced subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown, all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of five-eighths (5/8) inch and a length of three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

Brian Nesvadba, R.P.L.S.
Texas Registration No. 5776

STATE OF TEXAS
REGISTERED
BRIAN NESVADBA
5776
PROFESSIONAL
LAND SURVEYOR

REASON FOR REPLAT

TO RECONFIGURE RESERVES "A", "B", "D", "E", AND "F" INTO NEW RESERVES "A1", "A2", "D", "E", "F", AND "G", AS SHOWN.

FINAL PLAT OF

HOWARD SUBDIVISION PARTIAL REPLAT NO 2

A SUBDIVISION OF A 13.5989 ACRE TRACT OF LAND BEING A REPLAT OF RESERVES A, B, D, E, AND F, BLOCK 1, PARTIAL REPLAT HOWARD SUBDIVISION (INSTRUMENT NO. 2017058432) IN THE SARAH MCKISSIK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

6 RESERVES 1 BLOCK

~ OWNERS ~

LEISURE LANE LLC
a Texas Limited Liability Company
James E. Peterson, Manager
407 S. Friendswood Drive
Friendswood, Texas 77546
PHONE: 281.992.9766

FRIENDSWOOD DETENTION RESERVE ASSOCIATION
a Texas unicorporated non-profit association
1419 Lomax School Road
La Porte, Texas, 77571
PHONE: 713.456.0420

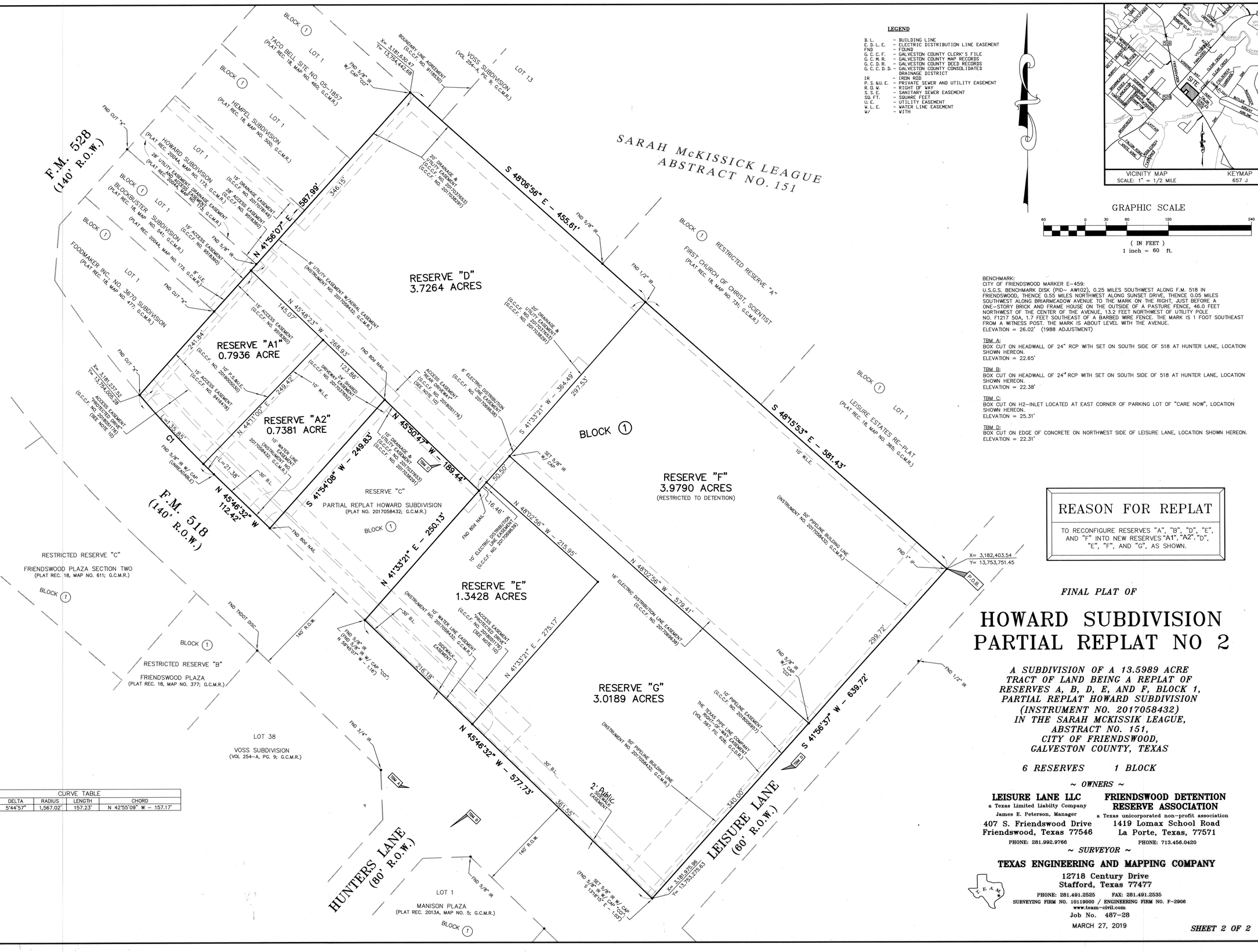
~ SURVEYOR ~

TEXAS ENGINEERING AND MAPPING COMPANY
12718 Century Drive
Stafford, Texas 77477
PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2906
www.team-civil.com

Job No. 487-28
MARCH 27, 2019

SHEET 1 OF 2

DRAWING INFO: Z:\Job#\487-28\dwg\487-28_P1_R3.dwg MAR 27, 2019 8:19 AM



LEGEND

B. L.	- BUILDING LINE
E. D. L. E.	- ELECTRIC DISTRIBUTION LINE EASEMENT
FND	- FOUND
G. C. C. F.	- GALVESTON COUNTY CLERK'S FILE
G. C. M. R.	- GALVESTON COUNTY MAP RECORDS
G. C. D. R.	- GALVESTON COUNTY DEED RECORDS
G. C. C. D. D.	- GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT
IR	- IRON ROD
P. S. &U. E.	- PRIVATE SEWER AND UTILITY EASEMENT
R. O. W.	- RIGHT OF WAY
S. S. E.	- SANITARY SEWER EASEMENT
SQ. FT.	- SQUARE FEET
U. E.	- UTILITY EASEMENT
W. L. E.	- WATER LINE EASEMENT
W/	- WITH

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

BENCHMARK:
CITY OF FRIENDSWOOD MARKER E-459:
U.S.G.S. BENCHMARK DISK (PID- AW102), 0.25 MILES SOUTHWEST ALONG F.M. 518 IN FRIENDSWOOD, THENCE 0.55 MILES NORTHWEST ALONG SUNSET DRIVE, THENCE 0.05 MILES SOUTHWEST ALONG BRIARMEADOW AVENUE TO THE MARK ON THE RIGHT, JUST BEFORE A ONE-STORY BRICK AND FRAME HOUSE ON THE OUTSIDE OF A PASTURE FENCE, 46.0 FEET NORTHWEST OF THE CENTER OF THE AVENUE, 13.2 FEET NORTHWEST OF UTILITY POLE NO. F1217 50A, 1.7 FEET SOUTHEAST OF A BARBED WIRE FENCE. THE MARK IS 1 FOOT SOUTHEAST FROM A WITNESS POST. THE MARK IS ABOUT LEVEL WITH THE AVENUE.
ELEVATION = 26.02' (1988 ADJUSTMENT)

TBM A:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.65'

TBM B:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.38'

TBM C:
BOX CUT ON H2-INLET LOCATED AT EAST CORNER OF PARKING LOT OF "CARE NOW", LOCATION SHOWN HEREON.
ELEVATION = 25.31'

TBM D:
BOX CUT ON EDGE OF CONCRETE ON NORTHWEST SIDE OF LEISURE LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.31'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	5°44'57"	1,567.02'	157.23'	N 42°55'09" W - 157.17'

REASON FOR REPLAT

TO RECONFIGURE RESERVES "A", "B", "D", "E", AND "F" INTO NEW RESERVES "A1", "A2", "D", "E", "F", AND "G", AS SHOWN.

FINAL PLAT OF

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6 RESERVES 1 BLOCK

~ OWNERS ~

LEISURE LANE LLC
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Job No. 487-28
MARCH 27, 2019

SHEET 2 OF 2

DRAWING INFO: Z:\Job#\487-28\dwg\487-28_P1_R3.dwg MAR 27, 2019 8:19 AM

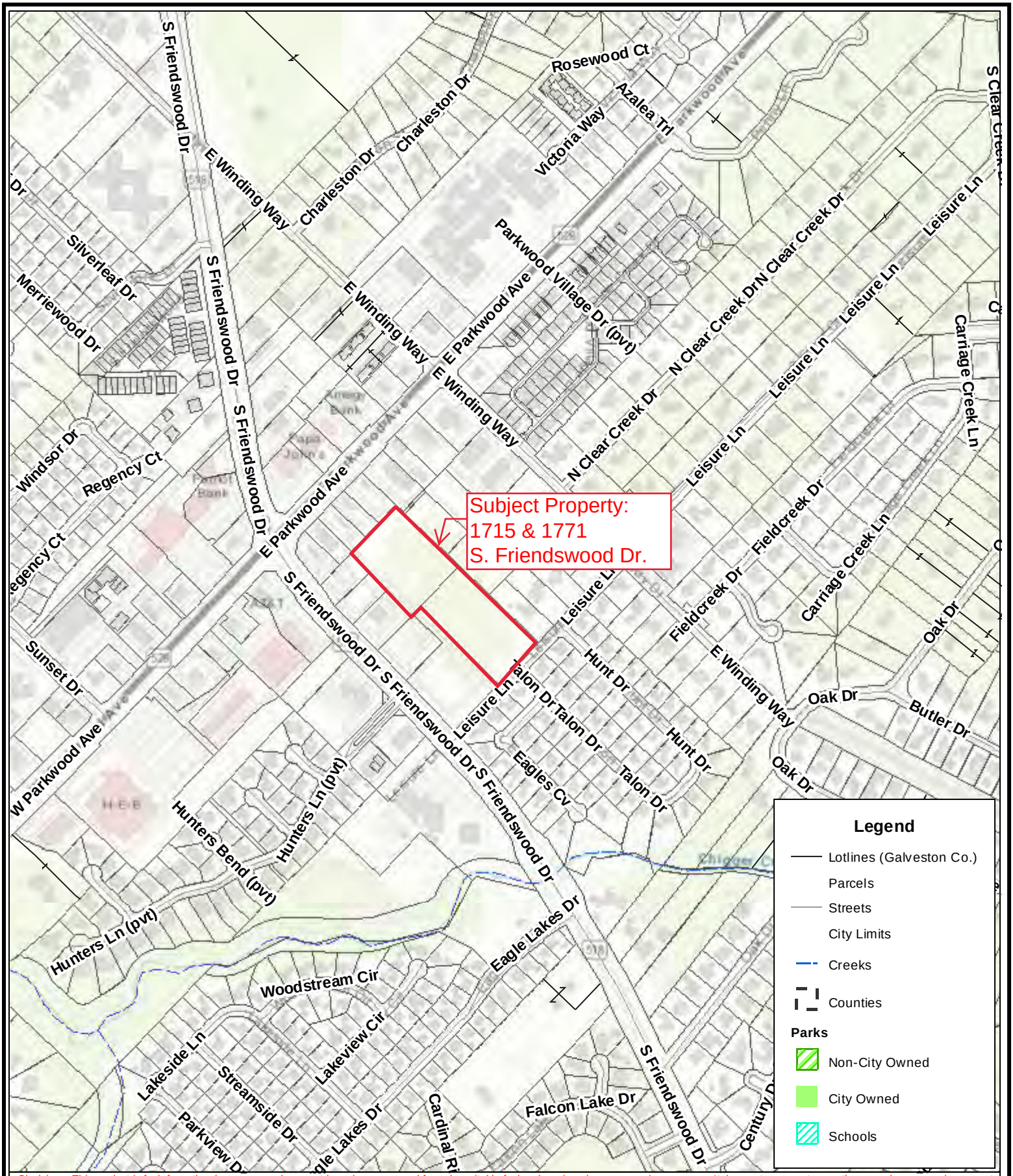


Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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

1 " = 188 '

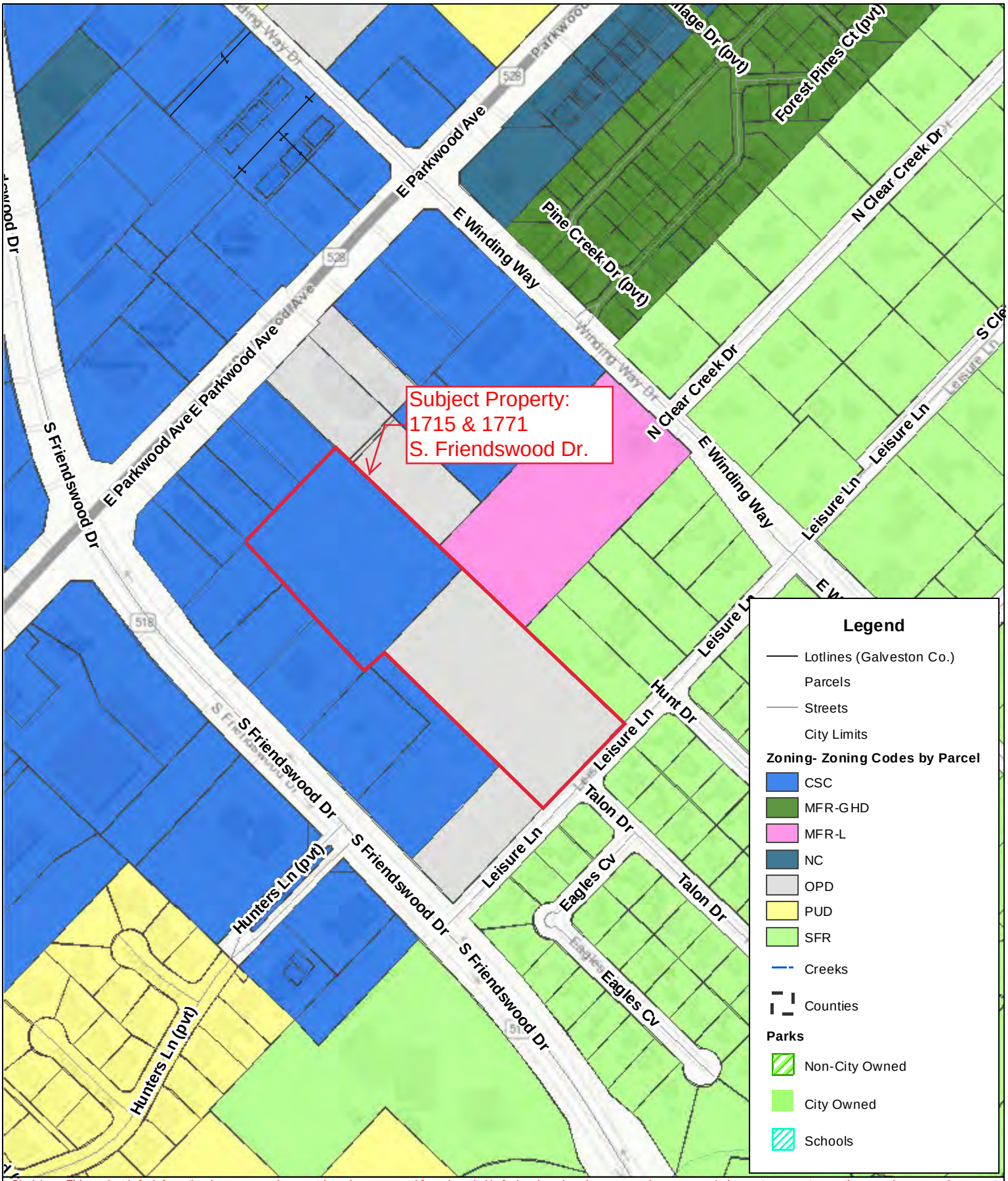


Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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

1 " = 752 '



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

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Friendswood GIS Mapping

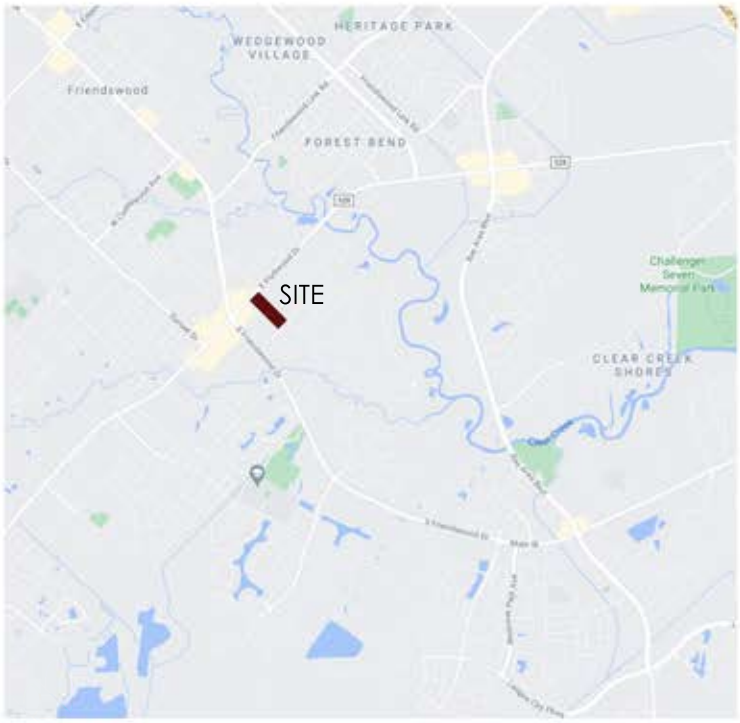
1 " = 376 '

EXHIBIT “B”

A DEVELOPMENT FOR
TANNOS LAND HOLDING II
FRIENDSWOOD, TEXAS.

INDEX:

COVER SHEET
MEMO
SURVEY
SITE PLAN (COLORED)
SITE PLAN
BUILDING ELEVATIONS



DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

MEMORANDUM
4/19/2021

Tannos Land Holding I
1715 Friendswood, Texas

Building Description

The Proposed Project consist of a four-story Class A Office Building of approximately 100,000 SF office with 290 parking spaces. The Building is designed to attract regional and national tenants into the Friendswood area and will have an occupancy load of approximately 750 people. As the anchor to an established development that already includes many restaurant and retail businesses, the concept of the design is to unite the area into a master planned development that promotes walkability and a relaxed working environment. To accomplish this, the Project will beautify the existing detention area into a park with improved landscaping and security lighting; locate the building as central in the development as possible to create unity with the existing establishments while being as far away from our residential neighbors as possible; and by enhancing a sense of place by continuing the established Architectural Style with a complementary backdrop.

Detention Enhancements

- 45 large trees | 11 small trees
- Approximately 1,434 linear feet of 5 to 7 feet wide crushed granite paths with steel edging
- 7 park benches
- 3 dog stations
- 2 Water Fountains with lighting
- Accent Landscape Lighting in Park Area Trees
- Walk Path and Accent Lighting

Please feel free to contact me with questions, comments or additional information that I may assist you with.

Best Regards,

Blair Korndorffer
Diamond Development Group
700 GEMINI, SUITE 260
HOUSTON, TEXAS 77058
832.224.6400
CONTACT@DIAMONDDEVELOPMENTGROUP.COM

DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

MEMORANDUM
4/19/2021

Tannos Land Holding I
1715 Friendswood, Texas

PUD Regulation Matrix based on OPD

Zoning District	Lot Area Minimum Square Feet	Lot Width Minimum Feet	Lot Depth Minimum Feet	Yards—Minimum Feet						Height Maximum Feet (b, e and k)	Landscape Requirements	Exception Notes	Maximum Lot Coverage
				Front	Rear (a)	Side							
						Interior		Exterior					
						When Abutting Property in a Residential District or Garden Home District	When Abutting Property in a Nonresidential District	When Backing Up to an Abutting Side Yard	When Backing Up to an Abutting Rear Yard				
PUD	10,000	100	100	30	15	25	10	25	10	70 (max. 4 stories)	Yes	H	30%

Zoning Ordinance Section 7.P. Permitted Use Table

Permitted uses would include:

- Monetary authorities – Central Bank
- Credit intermediation and related activities
- Securities, commodity contracts, and other financial investments and related activities
- Insurance carriers and related activities
- Funds, trusts, and other financial vehicles
- Lessors of nonfinancial intangible assets (except copyrighted works)
- Professional, scientific and technical services
- Management of companies and enterprises
- Other school and instruction
- Ambulatory health care services
- Personal care services
- Other personal services
- Business, professional, labor, political, and similar organizations
- Executive, legislative, and other general government support

700 GEMINI, SUITE 260
HOUSTON, TEXAS 77058
832.224.6400
CONTACT@DIAMONDDEVELOPMENTGROUP.COM

- Administration of human resource programs
- Administration of environment quality programs
- Administration of housing programs, urban planning, and community development
- Administration of economic programs
- Space research and technology
- National security and international affairs

Parking Analysis

Parking would comply with the City of Friendswood Design Criteria Manual: General Business Offices – 100,000 or more sq. ft. = 2.8 spaces per 1,000 sq. ft. GFA.

Please feel free to contact me with questions, comments or additional information that I may assist you with.

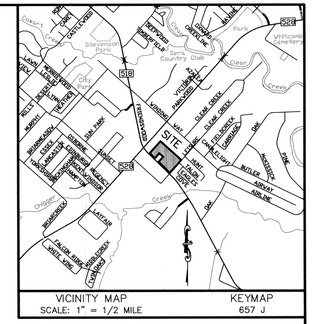
Best Regards,

Blair Korndorffer
Diamond Development Group

700 Gemini, Suite 260
Houston, Texas 77058
281.204.8400
contact@diamonddevelopmentgroup.com

LEGEND

B. L.	– BUILDING LINE
E. D. L. E.	– ELECTRIC DISTRIBUTION LINE EASEMENT
FND	– FOUND
G. C. C. F.	– GALVESTON COUNTY CLERK'S FILE
G. C. M. R.	– GALVESTON COUNTY MAP RECORDS
G. C. D. R.	– GALVESTON COUNTY DEED RECORDS
G. C. C. D. D.	– GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT
IR	– IRON ROD
P. S. &U. E.	– PRIVATE SEWER AND UTILITY EASEMENT
R. O. W.	– RIGHT OF WAY
S. S. E.	– SANITARY SEWER EASEMENT
SQ. FT.	– SQUARE FEET
U. E.	– UTILITY EASEMENT
W. L. E.	– WATER LINE EASEMENT
W/	– WITH



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

BENCHMARK:
CITY OF FRIENDSWOOD MARKER E–459:
U.S.G.S. BENCHMARK DISK (PID– AW102), 0.25 MILES SOUTHWEST ALONG F.M. 518 IN FRIENDSWOOD, THENCE 0.55 MILES NORTHWEST ALONG SUNSET DRIVE, THENCE 0.05 MILES SOUTHWEST ALONG BRIARMEADOW AVENUE TO THE MARK ON THE RIGHT, JUST BEFORE A ONE–STORY BRICK AND FRAME HOUSE ON THE OUTSIDE OF A PASTURE FENCE, 46.0 FEET NORTHWEST OF THE CENTER OF THE AVENUE, 13.2 FEET NORTHWEST OF UTILITY POLE NO. F1217 50A, 1.7 FEET SOUTHEAST OF A BARBED WIRE FENCE. THE MARK IS 1 FOOT SOUTHEAST FROM A WITNESS POST. THE MARK IS ABOUT LEVEL WITH THE AVENUE.
ELEVATION = 26.02' (1988 ADJUSTMENT)

TBM A:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.65'

TBM B:
BOX CUT ON HEADWALL OF 24" RCP WITH SET ON SOUTH SIDE OF 518 AT HUNTER LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.38'

TBM C:
BOX CUT ON H2–INLET LOCATED AT EAST CORNER OF PARKING LOT OF "CARE NOW", LOCATION SHOWN HEREON.
ELEVATION = 25.31'

TBM D:
BOX CUT ON EDGE OF CONCRETE ON NORTHWEST SIDE OF LEISURE LANE, LOCATION SHOWN HEREON.
ELEVATION = 22.31'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	5°44'57"	1,567.02'	157.23'	N 42°55'09" W – 157.17'

REASON FOR REPLAT

TO RECONFIGURE RESERVES "A", "B", "D", "E", AND "F" INTO NEW RESERVES "A1", "A2", "D", "E", "F", AND "G", AS SHOWN.

FINAL PLAT OF

HOWARD SUBDIVISION PARTIAL REPLAT NO 2

A SUBDIVISION OF A 13.5989 ACRE TRACT OF LAND BEING A REPLAT OF RESERVES A, B, D, E, AND F, BLOCK 1, PARTIAL REPLAT HOWARD SUBDIVISION (INSTRUMENT NO. 2017058432) IN THE SARAH MCKISSIK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, CALVESTON COUNTY, TEXAS

6 RESERVES 1 BLOCK

~ OWNERS ~

LEISURE LANE LLC
a Texas Limited Liability Company
James E. Peterson, Manager
407 S. Friendswood Drive
Friendswood, Texas 77546
PHONE: 281.992.9766

FRIENDSWOOD DETENTION RESERVE ASSOCIATION
a Texas unicorporated non–profit association
1419 Lomax School Road
La Porte, Texas, 77571
PHONE: 713.456.0420

~ SURVEYOR ~

TEXAS ENGINEERING AND MAPPING COMPANY
12718 Century Drive
Stafford, Texas 77477
PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F–2906
www.team–civil.com

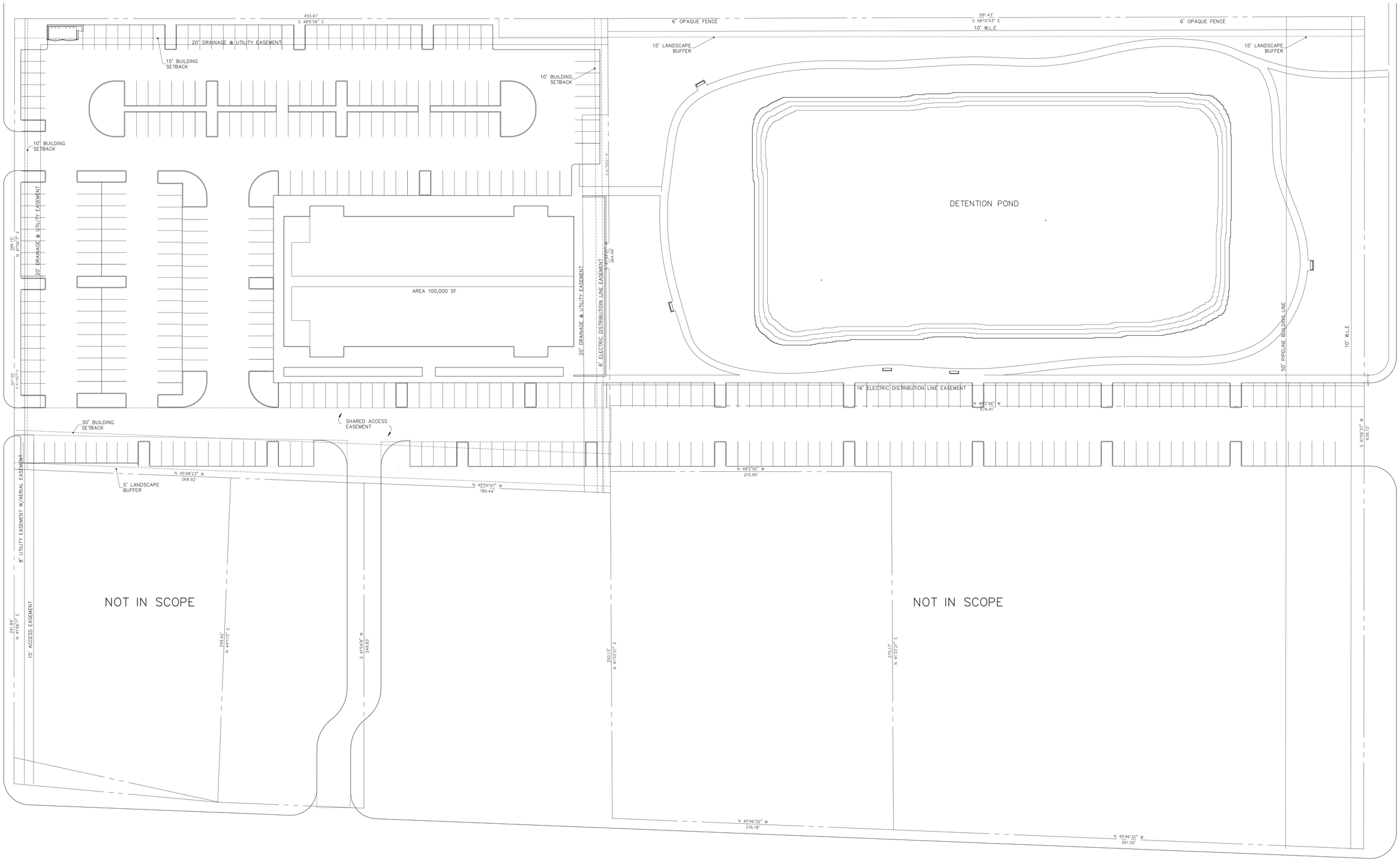
Job No. 487–28
MARCH 27, 2019

SHEET 2 OF 2

DRAWING INFO: Z:\Job#\487–28\dwg\487–28_P1_R3.dwg MAR 27, 2019 8:19 AM



1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS



KEY

1 OVERALL SITE PLAN

1 : 30



1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS


1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS



FRONT ELEVATION



SIDE ELEVATION

DIAMOND
DEVELOPMENT GROUP
ARCHITECTURE PLANNING CONSTRUCTION

TANNOS LAND HOLDING I
1715 FRIENDSWOOD, TEXAS



BACK ELEVATION



SIDE ELEVATION

1715 TANNOS LAND HOLDING I
FRIENDSWOOD, TEXAS

ORDINANCE NO. T2021-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX "C" "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, SECTION 3, "PROVISION FOR OFFICIAL ZONING MAP", REZONING THE PROPERTY LOCATED AT 1715 and 1771 S. FRIENDSWOOD DRIVE, SAME NOW CONSISTING OF 7.7054 ACRES ALSO KNOWN AS RESERVES D AND F IN THE HOWARD SUBDIVISION PARTIAL REPLAT NO. 2 PLAT, AS RECORDED IN DOCUMENT 2019019333 OF THE GALVESTON COUNTY MAP RECORDS (G.C.M.R.), FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE FROM COMMUNITY SHOPPING CENTER (CSC) AND OFFICE PARK DISTRICT (OPD) TO PLANNED UNIT DEVELOPMENT (PUD), MORE FULLY DESCRIBED IN EXHIBIT "A", INCORPORATED BY REFERENCE, WITH SUCH PLANNED UNIT DEVELOPMENT (PUD) TO BE GOVERNED FOR ALL PURPOSES AND CONDITIONS PURSUANT TO THE ATTACHED SITE PLANS INCLUDED IN EXHIBIT "B", ALL AS MORE SPECIFICALLY PROVIDED HEREIN; PROVIDING FOR THE 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, , (the "Owner") owner of real property located within the City located at 1715 and 1771 S. Friendswood Drive, same now consisting of 7.7054 acres also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2 Plat, as recorded in document 2019019333 of the Galveston County Map Records (G.C.M.R.), Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD), more fully described in Exhibit "A", incorporated by reference, with such Planned Unit Development (PUD) to be governed for all purposes and conditions pursuant to the attached site plans included in Exhibit "B", all as more specifically provided herein; and

WHEREAS, pursuant to the Zoning Code, Section 7. "Schedule of District Regulations," J. "Planned Unit Development, General Purpose and Description," (2) Application (c)2., Owner has submitted the required plans at this time for a conceptual plan, (Option 2), copies of which are attached hereto as Exhibit "B" and incorporated by reference, which will require site plan approval by the Planning and Zoning Commission; 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 disapproval of the application; 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; and

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, it being expressly understood that City Council of Friendswood ("City Council') is relying upon the express representations of Owner appearing in the documents submitted for final approval, (specifically including those documents in Exhibit "B"), and the representations made at the public hearings before the Planning and Zoning Commission and City Council to induce approval of the rezoning made the subject of this Ordinance.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property located at 1715 and 1771 S. Friendswood Drive, same now consisting of 7.7054 acres also known as Reserves D and F in the Howard Subdivision Partial Replat No. 2 Plat, as recorded in document 2019019333 of the Galveston County Map Records (G.C.M.R.), Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) and Office Park District (OPD) to Planned Unit Development (PUD) , with such Planned Unit Development (PUD) to be governed for all purposes and conditions as depicted in Exhibits "A" and "B," (all of which are incorporated by reference), but otherwise consistent and subject to the current Zoning Code, and related conditions contained herein. This rezoning is specifically conditioned upon Owner's full compliance with Section 7. "Schedule of District Regulations," J. "Planned Unit Development, General Purpose and Description," paragraph 7.c.1. and the following use and development regulations: **1. Land Uses:** 521 – Monetary authorities – Central Bank; 522 – Credit Intermediation and related activities; 523 – Securities, commodity contracts, and other financial investments and related activities; 524 – Insurance carriers and related activities; 525 – Funds, trusts, and other financial vehicles; 533 – Lessors of nonfinancial tangible assets (except copyrighted works); 541 – Professional, scientific, and technical services; 551 – Management of companies and enterprises; 6116 – Other schools and instruction; 621 – Ambulatory health care services; 8121 – Personal Care Services; 8129 – Other personal services; 8139 – Business, professional, labor, political and similar organizations; 921 – Executive, legislative, and other general government support; 923 – Administration of human resource programs; 924 – Administration of environment quality programs; 925 – Administration of housing programs, urban planning, and community development; 926 – Administration of economic programs; 927 – Space research and technology; 928 – National security and international affairs **2. Setbacks and Height** (per Tannos Land Holdings PUD Regulation Matrix include in Exhibit "B") **3. Detention Enhancements** provided for around the existing detention pond detailed in Exhibit "B".

Section 3. The Official Zoning 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 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 fails to comply with any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

PASSED AND APPROVED on first reading this 12th day of JULY, 2021.

PASSED, APPROVED AND ADOPTED on second and final reading this 2nd day of AUGUST, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/07/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update on Veteran Parking Signs.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item is a follow up to a presentation made back in May. Operation Honor Our Local Veterans proposed a partnership to install *Veterans Parking Only* signs at various commercial and nonresidential developments within Friendswood. The signs are intended to honor our military and first responders; thank them for their service to our country and community.

At the May Council, Staff promised to bring back estimates for the installation costs associated with the donated signs. In areas in which concrete as already been poured, staff recommends the use of prefabricated concrete bases and posts (see attached). Other areas that do not have pavement, staff could use standard pole installations. The cost will vary from $50 to $200 per sign for materials.

Separate from the cost of installation, the City would need to enter in to a license agreement with private property owners that are interested in participating in the program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. BASE



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update on Movies in the Park.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Movies in the Park are held every Friday night beginning this Friday, July 16th through August 13 at the Centennial Park Amphitheatre, 2200 S. Friendswood Drive. Movies begin at dusk and are free to the public.

For questions, please call the Parks and Recreation Department at 281-996-3220.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

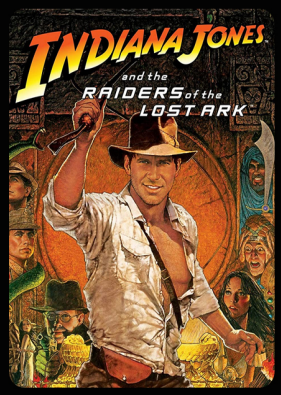
ATTACHMENTS

1. Movies in the Park 2021

CITY OF FRIENDSWOOD PARKS & RECREATION DEPARTMENT PRESENTS

MOVIES IN THE PARK

ROTARY INTERNATIONAL



JULY 16

SPONSORED BY:

HomeTown Bank
The Bank You'll Call Home
of Friendswood



JULY 23

SPONSORED BY:

STANFIELD PROPERTIES
The Next Generation of Hometown Realtors...



JULY 30

SPONSORED BY:

Keep FRIENDSWOOD Beautiful



AUGUST 6

SPONSORED BY:

NXGEN Air & Roofing



AUGUST 13

SPONSORED BY:

TEXAS EMERGENCY CARE CENTER
READY OR NOT..WE ARE.™

Centennial Park | 2200 S. Friendswood Dr. | Movies Begin at Dusk

Masks and social distancing is encouraged.

www.friendswood.com | 281-996-3220 | rec@Friendswood.com

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/29/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update on the City's Safewise designation.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recently, *Safe Wise* announced their list of *Texas's 50 Safest Cities of 2021*. Friendswood finished 16th overall, moving up 8 places from the previous year's rankings.

Here is a link to the *Safe Wise* listing: https://www.safewise.com/blog/safest-cities-texas/

As always, thank you to our amazing Police Department for all that they do!!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/24/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide a legislative update.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As Council is well aware, the 2021 Regular Session of our state legislature has come to an end. There were a number of bills passed, many of which impact municipal operations. A listing of these bills are included in the backup materials.

Staff will provide a highlight of some of these bills at the July 12th Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. TML List & Notes 2021

Property Tax		
NAME	**SUMMARY**	**NOTES**
H.B. 988 – Class A misdemeanor for city official to communicate with chief appraiser to influence appraised value of property	Provides that a member of the governing body, officer, or employee of a taxing unit commits a Class A misdemeanor if the person directly or indirectly communicates with the chief appraiser or another employee of the appraisal district in which the taxing unit participates for the purpose of influencing the value at which property in the district is appraised, unless the person owns or leases the property that is the subject of the communication; (2) authorizes the governing body of a taxing unit, any part of which is located in an area designated a disaster area on or after January 1, 2020, to take official action to extend the date by which goods-in-transit must be transported to another location in the state or outside the state to a date not later than the 270th day after the date the person acquired the property in or imported the property into the state for the purposes of the goods-in-transit property tax exemption; and (3) provides that the authority described in (2), above, expires on December 31, 2025. (Summarized provisions are effective January 1, 2022, certain other provisions in the bill are effective immediately.)	TML recommended that staff notify its elected members in order to ensure that they do not get themselves into trouble. This does not come into play if the City is calling about property it owns but does impact the City' ability to discuss value of non-city owned properties, even if they are part of a contract/agreement.
H.B. 1869 – Modifies definition of "debt" for property tax rate calculation purposes; intended to limit certificates of obligation	Modifies the definition of "debt" for purposes of the debt service property tax rate calculation to only include debt that meets one of the following requirements: (1) has been approved at an election; (2) includes self-supporting debt; (3) evidences a loan under a state or federal financial assistance program; (4) is issued for "designated infrastructure", which means infrastructure, including a facility, equipment, rights-of-way, or land, for the following purposes: (a) streets, roads, highways, bridges, sidewalks, parks, landfills, parking structures, or airports; (b) telecommunications, wireless communications, information technology systems, applications, hardware, or software; (c) cybersecurity; (d) as part of any utility system, water supply project, water plant, wastewater plant, water and wastewater distribution or conveyance facility, wharf, dock, or flood control and drainage project; (e) police stations, fire stations, or other public safety facilities, jails, juvenile detention facilities, or judicial facilities, and any facilities that are physically attached to these facilities; (f) as part of any school district; or (g) as part of any hospital district that includes a teaching hospital; (5) is a refunding bond; (6) is issued in response to an emergency related to a hurricane or tropical storm; (7) is issued for renovating, improving, or equipping existing buildings or facilities; (8) is issued for vehicles or equipment; or (9) is issued for a tax increment reinvestment zone or a transportation reinvestment zone. (Effective September 1, 2021.)	Issuance of CO's is limited to those noted in the bill, but the bill passed is not nearly as bad as what was originally filed which would have in essence eliminated the issuance of Cos.
S.B. 1438 – Limits scope of disaster tax rate calculation provisions from S.B. 2	1. repeals existing law relating to the calculation of a tax rate in a disaster area; 2. provides that the governing body of a taxing unit, other than a school district, may direct the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit (an eight percent voter-approval rate) if any part of the taxing unit is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States and at least one person is granted a temporary property tax exemption for a portion of the appraised value of property damaged by a disaster; 3. requires the designated officer or employee to continue calculating the voter-approval tax rate in the manner provided by Number 2, above, until the earlier of: (a) the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the	Allows City to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit (an eight percent voter-approval rate) if any part of the taxing unit is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States and at least one

	taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred; or (b) the third year after the tax year in which the disaster occurred; 4. provides that in the first tax year following the last tax year for which the designated officer or employee calculates the voter-approval tax rate under Number 2, above, the taxing unit's voter-approval tax rate is reduced by the taxing unit's emergency revenue rate; 5. provides that when increased expenditure of money by a taxing unit other than a school district is necessary to respond to a disaster, including a tornado, hurricane, flood, wildfire, or other calamity, but not including a drought, epidemic, or pandemic, that has impacted the taxing unit and the governor has declared any part of the area in which the taxing unit is located as a disaster area, an election is not required to approve a tax rate exceeding the voter-approval tax rate or de minimis tax rate, as applicable, for the year following the year in which the disaster occurs; 6. provides that, if a taxing unit adopts a tax rate under Number 5, above, the amount by which the rate exceeds the taxing unit's voter-approval tax rate for that tax year may not be considered when calculating the taxing unit's voter-approval tax rate for the tax year following the year in which the taxing unit adopts the rate; 7. requires a taxing unit that calculates the taxing unit's voter-approval tax rate under Number 2, above, or adopts a tax rate that exceeds the taxing unit's voter-approval tax rate for that tax year without holding an election under Number 5, above, to specify the disaster declaration that provides the basis for authorizing the taxing unit to calculate or adopt a tax rate under the applicable statute; 8. provides that a taxing unit that in a tax year specifies a disaster declaration under Number 7, above, may not in a subsequent tax year specify the same disaster declaration as providing the basis for authorizing the taxing unit to calculate or adopt a tax rate under the disaster authority if, in an intervening year, the taxing unit specifies a different disaster declaration as the basis for authorizing the taxing unit to calculate or adopt a tax rate; and 9. eliminates the ability of a local taxing unit to adopt the temporary exemption for qualified property damaged by a disaster following the date the taxing unit adopts a tax rate, making the property tax exemption mandatory regardless of when the disaster occurs. (Effective immediately.)	person is granted a temporary property tax exemption for a portion of the appraised value of property damaged by a disaster. However, this will impact the next year's tax rate.
S.B. 1449 – Limited expansion of business personal property exemption	Property Tax Exemption: provides that a person is entitled to a property tax exemption for tangible personal property with a taxable value of less than $2,500 and that is held or used for the production of income. (Effective January 1, 2022.)	
Community and Economic Development		
NAME	**SUMMARY**	**NOTES**
H.B. 5 – Establishes state broadband office and state broadband plan	The establishment of a state broadband plan to establish long and short-term goals that guide the development and investment of broadband infrastructure for all Texans. As one of only six states in the United States without a broadband plan, Texas often finds itself at a disadvantage when applying for federal dollars.	State is working on getting new state office and plan put together for the state.

H.B. 738 – Cities must use 2012 or newer versions of certain building codes	Relating to the residential building codes of municipalities (from IRC 2001 to 2012, with local amendments)	
S.B. 374 – City may annex across road if county or TxDOT doesn't object	(1) a city annexing an area on request of the owners, an area with less than 200 population by petition, an area with at least 200 population by election, or certain special districts may also annex with the area the right-of-way of a street, highway, alley or other public way or of a railway line spur, or roadbed that is: (a) contiguous and runs parallel to the city's boundaries; and (b) contiguous to the area being annexed; (2) a city may annex a right-of-way described under (1), above, only if: (a) the city provides written notice of the annexation to the owner of the right-of-way not later than the 61st day before the date of the proposed annexation; and (b) the owner of the right-of-way does not submit a written objection to the city before the date of the proposed annexation; and (3) certain width requirements do not apply to the annexation of a right-of-way under (1), above. (Effective immediately.)	
H.B. 1929 – Waiver of gov't immunity for ETJ development agreements	ETJ Development Agreements: this bill: (1) defines the term "contract" to mean a contract for an ETJ development agreement and defines such a contract to be a program authorized by the legislature under Article III, Section 52-a of the Texas Constitution; (2) provides that: (a) a city that enters into a contract described in (1), above, waives immunity from suit for the purpose of adjudicating a claim for breach of contract; (b) actual damages (but not exemplary damages), specific performance, or injunctive relief may be granted in an adjudication brought against a city for breach of a contract, and that damages are limited to (i) the balance due and owed by the city under the contract, (ii) any amount owed by the landowner as a result of the city's failure to perform under the contract, including compensation for the increased cost of infrastructure as a result of delays or accelerations caused by the city, (iii) reasonable attorney's fees, and (iv) interest; (3) provides that a contract described in (1), above, that is entered into by a city and a landowner prior to the effective date of this bill is validated, enforceable, and may be adjudicated subject to the terms and conditions of this bill; and (4) annexation by a city of the land subject to a contract does not invalidate the enforceability of the contract. (Effective September 1, 2021.)	Waives City immunity with ETJ development agreements. Not sure if we have any.
S.B. 1585 – Zoning process for local historic districts	Provides that: (1) a city may not designate a property as a local historic landmark or include property within the boundaries of a local historic district unless: (a) the owner of the property consents; or (b) if the property owner does not consent, the governing body and the zoning, planning, or historical commission of the city approve the designation or inclusion by a three-fourths vote; (2) a city that has more than one 34 zoning, planning, or historical commission shall designate one of those commissions as the entity with the exclusive authority to approve the designations of properties as local historic landmarks; (3) property owned by a religious organization may be included in a local historic district only if the organization consents to the inclusion; and (4) a city must, not later than the 15th day before the date of the initial hearing in front of the zoning, planning, or historical commission, if any, or the governing body of the municipality, provide the property owner a statement that describes	

	the impact that inclusion of the owner's property in a local historic district may have on the owner and the owner's property. (Effective September 1, 2021.)	
H.B. 2404 – Chapter 380 agreement database	This bill, among other things: 1. requires the comptroller to create and make accessible on the Internet a database, to be known as the Chapter 380 and 381 Agreement Database, that contains information regarding all city and county economic development agreements under Chapters 380 and 381 of the Local Government Code, respectively; 2. provides that, for each local economic development agreement described in Number 1, above, the database must include: (a) the name of the local government that entered into the agreement; (b) a numerical code assigned to the local government by the comptroller; (c) the address of the local government's administrative offices and public contact information; (d) the name of the appropriate officer or other person representing the local government and that person's contact information; (e) the name of any entity that entered into the agreement with the local government; (f) the date on which the agreement went into effect and the date on which the agreement expires; (g) the focus or scope of the agreement; (h) an electronic copy of the agreement; and (i) the name and contact information of the individual reporting the information to the comptroller; 3. requires a city, not later than the fourteenth day after entering into, amending, or renewing an economic development agreement under Chapter 380 of the Local Government Code, to submit to the comptroller the information described by Number 2, above, in the form and manner prescribed by the comptroller in addition to providing a direct link on the city's website to the location of the agreement information published on the comptroller's website; 4. authorizes the comptroller to consult with the appropriate officer of, or other person representing, each local government that enters into a local economic development agreement to obtain the information necessary to operate and update the database; 5. requires the comptroller to enter the relevant information into the database not later than the 15th business day after the date the comptroller receives the information from the providing local government; 6. requires the information, including a copy of the agreement, to remain accessible to the public through the database during the period the agreement is in effect; 7. provides that if a local government that enters into a local economic development agreement described in Number 1, above, does not comply with the requirement to provide information to the comptroller, the comptroller shall send a written notice to the local government describing the information that must be submitted to the comptroller and inform the local government that if the information is not provided on or before the 30th day after the date the notice is provided, the local government will be subject to a civil penalty of $1,000; 8. provides that, if a local government does not report the required information to the comptroller, the local government is liable to the state for a civil penalty of $1,000 and the attorney general may sue to collect a civil penalty; and 9. creates a defense to an action brought under Number 8, above, that the local government provided the required information or documents to the extent the information or documents are not exempt from disclosure or confidential under the Public Information Act. (Effective September 1, 2021.)	A city must deliver a copy of a 380 agreement to the comptroller no later than 14 days after entering into said agreement; effective 09/01/2021, but not setup by comptroller yet

S.B. 877 – Third party building inspections during disaster	(1) Provides that, in an area of a city subject to a disaster declaration by the governor or a declaration of local disaster, a building inspection may be performed by a person: (a) other than the owner of the building, or a person whose work is the subject of the inspection; and (b) who is: (i) certified to inspect buildings by the International Code Council; (ii) employed as a building inspector by the city in which the building is located; (iii) employed as a building inspector by any political subdivision, if the city in which the building is located has approved the person to perform inspections during a disaster; or (iv) a licensed engineer; (2) prohibits a city from collecting an additional inspection fee related to the inspection of a building performed under (1), above; (3) provides that a person who performs an inspection under (1), above, must comply with the city's building regulations and policies, and not later than the 30th day after the date of the inspection, provide notice to the city of the inspection; and (4) allows a city to prescribe a reasonable format for the notice required in (3), above. (Effective immediately.)	Limits fees city can charge for inspection in a declared disaster and outlines requirements for having said inspections -effective immediately but
S.B. 1090 – Minor clean-up to 2019 building materials bill	Exempts the following from certain regulations regarding the use of building products, materials, or methods used in the construction or renovation of residential or commercial buildings: (1) a city, to the extent that the city regulates outdoor lighting for the purpose of reducing light pollution, that has adopted a resolution stating the city's intent to become certified as a Dark Sky Community that does not regulate outdoor lighting in a manner that is more restrictive than the prohibitions or limitations required to become certified as a Dark Sky Community; (2) a standard for a plumbing product required by an ordinance or other regulation implementing certain water conservation plans or programs; (3) a standard for a plumbing product imposed by the Texas Water Development Board as a condition for applying for or receiving financial assistance under a program administered by the board; and (4) certain land use restrictions contained in plats and other instruments in certain cities. (Effective September 1, 2021.)	Bill tries to clean up the last legislative bill regarding building materials and allows under very limited scenarios city's to regulate some types of building materials.
Purchasing		
NAME	**SUMMARY**	**NOTES**
H.B. 692 – Public works contract retainage	This bill provides that: 1. "warranty period" means the period of time specified in a contract during which certain terms applicable to the warranting of work performed under the contract are in effect; 2. a governmental entity shall: (a) include in each public works contract a provision that establishes the circumstances under which: (i) a public works project is considered substantially complete; (ii) the governmental entity may release the retainage for substantially completed portions of the project, or fully completed and accepted portions of the project; (b) maintain an accurate record of accounting for the retainage withheld on periodic contracts payments, and the retainage released to the prime contractor for a public works contract; and (c) for certain public works contracts with a value of $10 million or more, pay any remaining retainage on periodic contract payments, and the interest earned on the retainage, to the prime contractor on completion of the contract; 3. if the total value of a public works contract is less than $5 million, a governmental entity may not withhold retainage in an amount that exceeds 10 percent of the contract price and the rate of retainage may not exceed 10 percent for any item in a bid schedule or schedule of values for the project, including materials and equipment delivered on site to be installed;	Just for cities to check that the PW contracts comply with the language for items noted in the bill and comply with when it can withhold and/or release a contract retainange.

	4. if the total value of a public works contract is $5 million or more, a governmental entity may not withhold retainage in an amount that exceeds five percent of the contract price and the rate of retainage may not exceed five percent for any item in a bid schedule or schedule of values for the project, including materials and equipment delivered on site to be installed; 5. if a public works contract relates to the construction or maintenance of a dam, regardless of the total value of the contract, a governmental entity may not withhold retainage in an amount that exceeds 10 percent of the contract price and the rate of retainage may not exceed 10 percent for any item in a bid schedule or schedule of values for the project, including materials and equipment delivered on site to be installed; 6. the limitations described in (3)-(5), above, do not apply to certain water contracts; 7. for a competitively awarded contract with a value of $10 million or more, and for a contract that was awarded using a method other than competitive bidding, a governmental entity and prime contractor may agree to deposit in an interest-bearing account the retainage withheld on periodic contract payments; 8. a governmental entity may not withhold retainage: (a) after completion of the contract by the prime contractor, including during the warranty period; or (b) for the purpose of requiring the prime contractor, after completion of the contract, to perform work on manufactured goods or systems that were specified by the designer of record and properly installed by the contractor; 9. on application to a governmental entity for final payment and release of retainage, the governmental entity may withhold retainage if the governmental entity provides written notice and there is a bona fide dispute between the governmental entity and the prime contractor and the reason for the dispute is that labor, services, or materials provided by the prime contractor, or by a person under the direction or control of the prime contractor, failed to comply with the express terms of the contract or if the surety on any outstanding surety bond executed for the contract does not agree to the release of retainage; and 10. if there is no bona fide dispute as described (9), above, and neither party is in default, a prime contractor is entitled to: (a) cure any noncompliant labor, services, or materials; or (b) offer the governmental entity a reasonable amount of money as compensation for any noncompliant labor, services, or materials that cannot be promptly cured. (Effective immediately.)	
H.B. 1476 – Withholding disputed amount in goods and services contract	This bill: (1) requires a governmental entity to notify a vendor of an error or disputed amount in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice and include in the notice a detailed statement of the amount of the invoice which is disputed; and (2) provides that a governmental entity may withhold from payments required no more than 110 percent of the disputed amount. (Effective September 1, 2021.) H.	Reduces the time frame by which a city can dispute cost and/or withhold payment.
H.B. 2581 – Civil works projects for governmental entities	this bill: (1) requires a the governing body of a governmental entity that considers a construction contract using a method other than competitive bidding to, among other things, publish in the request for qualifications a detailed methodology for scoring each criterion; (2) provides that: (a) an offeror who submits a bid, proposal, or response to a request for qualifications for a construction contract under certain law may, after the contract is awarded, make a request in	Sets out requirements if City uses alternate delivery methods options to enter into a construction contract other that competitive bidding.

	writing to the governmental entity to provide documents related to the evaluation of the offeror's submission; and (b) not later than the 30th day after the date a request is made, the governmental entity shall deliver to the offeror the documents relating to the evaluation of the submission including, if applicable, its ranking of the submission; (3) provides that for civil works projects, the weighted value assigned to price must be at least 50 percent of the total weighted value of all selection criteria; however, if the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria; and (4) provides that when the competitive sealed proposal procurement method is used, the governmental entity shall make the evaluations, including any scores, public and provide them to all offerors not later than the seventh business day after the date the contract is awarded. (Effective September 1, 2021.)	
S.B. 219 – Contractor and engineer liability	This bill: (1) provides that, in regard to a contract for the construction or repair of improvement to real property, a contractor is not responsible for the consequences of design defects in and may not warranty the accuracy, adequacy, sufficiency, or suitability of plans, specifications, or other design documents provided to the contractor by a person other than the contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier; (2) requires a contractor, within a reasonable time of learning of a defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications, or other design documents, disclose in writing to the person with whom the contractor enters into a contract the existence of any known defect in the plans, specifications, or other design documents that discovered by the contractor, or that reasonably should have been discovered by the contractor using ordinary diligence, before or during construction; (3) excepts certain contracts from the new provisions regarding responsibility for defects in plans and specifications described in (1) and (2); (4) requires a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component to require that the architectural or engineering services be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license, and a provision in a contract with a different standard of care is void and unenforceable; and (5) provides that certain limitations on a contractor's responsibility for certain defects do not apply to a design-build contract. (Effective September 1, 2021, except for (5) which clarifies existing law and applies to a contracted entered into before, on, or after September 1, 2021.)	
S.B. 2116 – Limitations on "critical infrastructure" contracts	among other things, prohibits a city from entering into a contract or other agreement relating to "critical infrastructure" (defined to mean a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility) in this state with a company if the city knows that the company is: (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries;	

	or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries. (Effective September 1, 2021.)	
S.B. 58 – Procurement of cloud computing service	Adds cloud computing services to the definition of the term "personal property" for purposes of the Public Property Finance Act. (Effective September 1, 2021.)	
Elections		
NAME	**SUMMARY**	**NOTES**
S.B. 1116 – Posting election information online	Requires, among other things, that: (1) a city that holds an election and maintains an Internet website shall post on its public website the following as soon as practicable after the election: (a) the results of each election; (b) the total number of votes cast; (c) the total number of votes cast for each candidate or for or against each measure; (d) the total number of votes cast by personal appearance on election day; (e) the total number of votes cast by personal appearance or mail during the early voting period; and (f) the total number of counted and uncounted provisional ballots cast; (2) information required to be posted under (1), above, must be accessible without having to make more than two selections or view more than two network locations after accessing the city's Internet website home page; and (3) not later than the 21st day before election day, a city that holds an election and maintains an Internet website shall post on the public Internet website: (a) the date of the next election; (b) the location of each polling place; (c) each candidate for an elected office on the ballot; and (d) each measure on the ballot. (Effective September 1, 2021.)	Requirement to post certain information on the City's website before and after election. Will be incorporated with the next election.
H.B. 4555 – Candidacy if convicted of felony	This bill: (1) requires a candidate's application for a place on the ballot to include an indication that the candidate has either not been finally convicted of a felony or, if so convicted, has been pardoned or otherwise released from the resulting disabilities; (2) requires a candidate who has been convicted of a felony to include in the candidate's application for a place on the ballot proof that the candidate is eligible for public office; and (3) creates a Class B misdemeanor offense for a person to knowingly provide false information in an application for a place on the ballot regarding whether the person has been finally convicted of a felony or has been pardoned or otherwise released from the resulting disabilities. (Effective September 1, 2021.)	Will change application for place on the ballot and will have to review said information at the time of filing. Will work with City Attorney on process by which this will be accomplished.
S.B. 598 – Auditable voting systems	Provides, among other things, that: (1) a voting system that consists of direct recording electronic voting machines may not be used in an election unless the system is considered an "auditable voting system" that uses, creates, or displays a paper record that may be read by the voter and is not capable of being connected to the Internet or any other computer network or electronic device; (2) an authority that purchased a voting system other than an auditable voting system after September 1, 2014, and before September 1, 2021, may use available federal funding, and if federal funding is not available, available state funding to convert the purchased voting system into an auditable voting system in accordance with a specific schedule; (3) the requirement to use an auditable voting system in (1), above, does not apply to an election held before September 1, 2026; (4) beginning September 1, 2026, a voting system may not be capable of being connected to any external or internal communications network, including the Internet; (5) beginning September 1, 2026, a voting system may not have the capability of permitting wireless communication; and (6) the secretary of state may not waive certain requirements in the bill. (Effective September 1, 2021.)	All elections will have to be handled with new voting system that has a paper trail – cost can trickle down to cities for counties that are purchasing new equipment. New system may cause some confusion for voters, but staff will be prepared to answer those questions. Harris County has notified entities that the cost for the new equipment will not be shared with cities, so the election costs may not go up as much as was initially anticipated – but is not for certain.

S.B. 1111 – Changes to residency for voting; residual effect on candidacy	this bill, among other things, modifies the definition of "residence" for purposes of elections to provide that: (1) a person may not establish residence for the purpose of influencing the outcome of a certain election; (2) a person may not establish a residence at any place the person has not inhabited; and (3) a person may not designate a previous residence as a home and fixed place of habitation unless the person inhabits the place at the time of designation and intends to remain. (Effective September 1, 2021.)	Residency has been redefined and person must reside in the address listed on the application for a place on the ballot and not just "intend" to return to that location. Question comes in on how the CSO will verify that they live in the location that they say they live and for how long. Will need to work with City Attorney on process by which CSO will handle residency at the time of filing.
Other Finance and Administration		
NAME	**SUMMARY**	**NOTES**
H.B. 29 – Temporary weapon storage	This bill: (1) allows a political subdivision to provide a person temporary secure weapon storage when entering a building or portion of a building used by the political subdivision that is generally open to the public and in which carrying a firearm, knife, club or other weapon is prohibited by state law or the political subdivision; (2) allows weapon storage to be provided via self-service weapon lockers or other temporary secure weapon storage operated at all times by a designated employee of the political subdivision; (3) allows a political subdivision to collect a fee of not more than $5 for the use of a self-service weapon locker or other temporary secure weapon storage; and (4) addresses how a political subdivision must handle an unclaimed weapon. (Effective September 1, 2021.)	If we limit weapons in a city building we will need to provide lockers, an employee to handle the storage area, we have to return it in less that 5 minutes and can charge a 5 dollar fee.
H.B. 957 – Preemption of regulations of firearm suppressors (silencers)	This bill: (1) prohibits a city council or an officer, employee, or other body that is part of a city (including a police department) from: (a) adopting a rule, order, ordinance, or policy under which the city enforces, or by consistent action allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor if the statute, order, rule, or regulation imposes a prohibition, restriction, or other regulation that does not exist under Texas law; and (b) enforcing or attempting to enforce any federal statute, order, rule, or regulation described in (1)(a); (2) provides that a violation of the prohibition in (1) may be enforced by denying certain state grant funds to the city; (3) authorizes any citizen residing in the jurisdiction of a city to file a complaint with the attorney general if the citizen offers evidence to support an allegation that the city violated the prohibition in (1); (4) authorizes the attorney general, upon receipt of a valid citizen complaint, to file a writ of mandamus or seek other equitable relief to compel a city to comply with the requirements in the bill, and allows the attorney general to recover reasonable expenses in obtaining such relief; and (5) removes the prohibition in state law against possessing a firearm suppressor, and provides that any pending criminal action for that offense is dismissed on the effective date of the bill. (Effective September 1, 2021.)	
H.B. 2622 – Preemption of firearm regulation	this bill provides that: (1) notwithstanding any other law, an agency of this state, a political subdivision of this state, or a law enforcement officer or other person employed by an agency of this state or a political subdivision of this state may not contract with or in any other manner	

	provide assistance to a federal agency or official with respect to the enforcement of a federal statute, order, rule, or regulation that: (a) imposes a prohibition, restriction, or other regulation that does not exist under the laws of Texas; and (b) relates to: (i) a registry requirement for a firearm, a firearm accessory, or ammunition; (ii) a requirement that an owner of a firearm, a firearm accessory, or ammunition possess a license as a condition of owning, possessing, or carrying the firearm, firearm accessory, or ammunition; (iii) a requirement that a background check be conducted for the private sale or transfer of a firearm, a firearm accessory, or ammunition; (iv) a program for confiscating a firearm, a firearm accessory, or ammunition from a person who is not otherwise prohibited by the laws of Texas from possessing the firearm, firearm accessory, or ammunition; or (v) a program that requires an owner of a firearm, a firearm accessory, or ammunition to sell the firearm, firearm accessory, or ammunition; (2) the prohibition in (1) does not apply to a federal statute, order, rule or regulation in effect on January 19, 2021; and (3) a violation of the prohibition in (1) may be enforced: (a) by denying certain state grant funds to the political subdivision; and (b) through certain court action by the attorney general that is initiated by citizen complaint. (Effective September 1, 2021.)	
H.B. 1118 – Cybersecurity training	Provides that: (1) a local government employee or official that uses a computer to complete at least 25 percent of the employee or official's required duties shall complete a cybersecurity training certified by the state cybersecurity coordinator and the state's cybersecurity council; (2) the governing body of a local government or the governing body's designee may deny access to the local government's computer system or database to an individual identified as one that is required to take cybersecurity training and is noncompliant with that requirement; (3) to apply for certain state grants (submitted on or after September 1, 2021), a local government must submit with its grant application proof of compliance with the cybersecurity training requirements; and (4) a local government that has not complied with the cybersecurity training requirements must repay the grant and will be ineligible for another grant for two years. (Effective immediately.)	
H.B. 525/H.B. 1239/S.J.R. 27 – Governments can't interfere with religious activities, including during disaster	This bill: (1) provides that a religious organization is an essential business at all times, including during a declared state of disaster, and the organization's religious and other related activities are essential activities, even if the activities are not listed as essential in an order issued during the disaster; (2) provides that a governmental entity may not: (a) at any time, including during a declared state of disaster, prohibit a religious organization from engaging in religious and other related activities or continuing to operate in the discharge of the organization's foundational faith-based mission and purpose; or (b) during a declared state of disaster order a religious organization to close or otherwise alter the organization's purposes or activities; and (3) authorizes a person and the attorney general to seek certain relief for a violation of the prohibition in (2). (Effective immediately.) This bill provides that: (1) for purposes of a disaster declared under Texas Disaster Act of 1975, the Texas Religious Freedom Restoration Act is not considered a regulatory statute and may not be suspended; and (2) a government agency or public official may not issue an order that closes or has the effect of closing places of worship. (Effective immediately.) Amends the Texas Constitution to prohibit the state or a political subdivision of the state from enacting, adopting, or issuing a statute, order, proclamation, decision, or rule that prohibits or	

	limits religious services by a religious organization established to support and serve the propagation of a sincerely held religious belief. (Effective if approved at the election on November 2, 2021.)	
H.B. 3069 – 8-year statute of repose for certain governmental entity contract claims	This bill: (1) requires a governmental entity to bring suit for damages for certain claims against: (a) a registered or licensed architect, engineer, interior designer, or landscape architect in this state, who designs, plans, or inspects the construction of an improvement to real property or equipment attached to real property, not later than eight years after the substantial completion of the improvement or the beginning of operation of the equipment in an action arising out of a defective or unsafe condition of the real property, the improvement, or the equipment; and (b) a person who constructs or repairs an improvement to real property not later than eight years after the substantial completion of the improvement in an action arising out of a defective or unsafe condition of the real property or a deficiency in the construction or repair of the improvement; and (2) excepts from (1): (a) a contract entered into by the Texas Department of Transportation; (b) a project that receives money from the state highway fund or a federal fund designated for highway and mass transit spending; and (c) a civil works project. (Effective immediately.)	Limits time frame city's can file claims again engineers and architects.
H.B. 3340 – Dangerous dogs	This bill provides that: (1) any order to destroy a dog is stayed for a period of ten calendar days from the date the order is issued, during which period the dog's owner may file a notice of appeal; and (2) a court, including a justice court, may not order the destruction of a dog during the pendency of an appeal related to a dangerous dog, including an order to destroy a dangerous dog and an order determining that a dog is a dangerous dog. (Effective September 1, 2021.)	Vetoed by Governor.
S.B. 790 – Ambulance balance billing	Provides that: (1) a county or city may elect to consider a health benefit plan payment towards a claim for air or ground ambulance services provided by the county or city as payment in full for those services regardless of the amount the county or city charged for those services; (2) a county or city may not practice balance billing for a claim for which the county or city makes an election described in (1); and (3) the Texas Department of Insurance shall conduct a study on the balance billing practices of ground ambulance service providers, the variations in prices for ground ambulance services, the proportion of ground ambulances that are in-network, trends in network inclusion, and factors contributing to the network status of ground ambulances. (Effective September 1, 2021.)	City may decide to take the insurance payment as full payment – came into play because a lot of the EMS services are out of network.
H.B. 1925 – Statewide camping ban	this bill: 1. creates a Class C misdemeanor criminal offense for a person who intentionally or knowingly camps in a public place without the effective consent of the officer or agency having the legal duty or authority to manage the public place; 2. provides that consent given by an officer or agency of a political subdivision is not effective for the purposes of (1), unless given to authorize the person to camp for certain recreational, homeless shelter, beach access, and emergency shelter purposes; 3. provides that an ordinance, order, rule, or other regulation adopted by a state agency or political subdivision relating to prohibiting camping in a public place or affecting the authority of a state agency or political subdivision to adopt or enforce an ordinance, order, rule, or other regulation relating to prohibiting camping in a public place is not preempted if the ordinance,	Bill really meant to target Austin.

	order, rule, or other regulation: (a) is compatible with and equal to or more stringent than the offense in (1); or (b) relates to an issue not specifically addressed by the offense created in (1); 4. requires that, before or at the time a peace officer issues a camping in public citation, the peace officer make a reasonable effort to: (a) advise the person of an alternative place at which the person may lawfully camp; and (b) contact, if reasonable and appropriate, an appropriate official of the political subdivision in which the public place is located, or an appropriate nonprofit organization operating within that political subdivision, and request the official or organization to provide the person with: (i) information regarding the prevention of human trafficking; or (ii) any other services that would reduce the likelihood of the person suspected of committing the offense continuing to camp in the public place; 5. provides that the requirement in (4), above, does not apply when a peace officer determines there is an imminent threat to the health or safety of a person and compliance is impracticable; 6. provides that if a person is arrested or detained solely for a public camping offense, the peace officer must ensure that all of the person's personal property not designated as contraband under other law is preserved by: (a) permitting the person to remove all the property from the public place at the time of the person's departure; or (b) taking custody of the property and allowing the person to retrieve the property after the person is released from custody; 7. prohibits a political subdivision from designating a property to be used by homeless individuals to camp unless the Department of Housing and Community Affairs approves a plan to do so, and provides that the Department may not approve a plan if the property is a public park; 8. prohibits a local entity from adopting or enforcing a policy under which the entity prohibits or discourages the enforcement of any public camping ban; 9. provides that, in compliance with (8), a local entity may not prohibit or discourage a peace officer or prosecuting attorney who is employed by or otherwise under the direction or control of the entity from enforcing a public camping ban; 10. authorizes the attorney general to bring an action in a district court in Travis County or in a county in which the principal office of the entity is located to enjoin a violation of (8), and provides the attorney general may recover reasonable expenses, including court costs, reasonable attorney's fees, investigative costs, witness fees, and deposition costs; 11. provides that a local entity may not receive state grant funds for the state fiscal year following the year in which a final judicial determination in an action brought under (10) is made that the entity has intentionally violated (8); and 12. provides that a local entity that has not violated (8) may not be denied state grant funds, regardless of whether the entity is a part of another entity that is in violation of (8). (Effective September 1, 2021.)	
H.B. 2730 – Eminent domain reform	Makes several changes to the eminent domain process. Of primary importance to cities, the bill: 1. requires the attorney general, at least once every two years, to evaluate the landowner's bill of rights statement and make any change to the landowner's bill of rights statement that the attorney general determines necessary, including making a change to the writing style of the statement to ensure the statement is written in plain language designed to be easily understood by the average property owner;	

	2. provides that a person may not receive state certification to buy, sell, lease, or transfer an easement or right-of-way for another for compensation in connection with telecommunication, utility, railroad, or pipeline service unless the person successfully completes at least 16 classroom hours of coursework approved by the Texas Real Estate Commission in: a. the law of eminent domain, including the rights of property owners; b. appropriate standards of professionalism in contacting and conducting negotiations with property owners; and c. ethical considerations in the performance of right-of-way acquisition services; 3. provides that an entity with eminent domain authority makes a bona fide offer when the entity's initial offer to a property owner is made in writing and includes: a. a copy of the landowner's bill of rights statement; b. a statement, in bold print and a larger font than the other portions of the offer, indicating whether the compensation being offered includes: i. damages to the remainder, if any, of the property owner's remaining property; or ii. an appraisal of the property, including damages to the remainder, if any, prepared by a certified appraiser; c. an instrument of conveyance; and d. the name and telephone number of a representative of the entity who is: i. an employee of the entity; ii. an employee of an affiliate providing services on behalf of the entity; iii. a legal representative of the entity; or iv. if the entity does not have employees, an individual designated to represent the day-to-day operations of the entity; 4. requires that an entity that files a condemnation petition must concurrently provide a copy of the petition to the property owner by certified mail, return receipt requested, and first class mail; 5. provides that if an entity has received written notice that the property owner is represented by counsel, the entity must also concurrently provide a copy of the condemnation petition to the property owner's attorney by first class mail, commercial delivery service, fax, or email; 6. requires the judge of a court in which a condemnation petition is filed or to which an eminent domain case is assigned to, not later than the 30th calendar day after the date the petition is filed, appoint three disinterested real property owners who reside in the county as special commissioners, and appoint two disinterested real property owners who reside in the county as alternate special commissioners; 7. provides that each party shall have until the later of ten calendar days after the date of the order appointing the special commissioners, or 20 days after the date the petition was filed to strike one of the three special commissioners, in which case an alternate special commissioner shall serve as a replacement for the special commissioner based on the order that the alternate special commissioners are listed in the initial order of appointment;	

	8. provides that if a party exercises a strike under Number 7, above, the other party may, by the later of the third day after the date of filing the initial strike or the date of the initial strike deadline, strike a special commissioner from the resulting panel, provided the other party has not earlier exercised a strike; 9. entitles each party in an eminent domain proceeding to a copy of the court's order appointing special commissioners; and 10. requires the court to promptly provide the signed order appointing special commissioners to the party initiating the condemnation proceeding, and that party must: (a) provide a copy of the signed order to the property owner and each other party by certified mail, return receipt requested; and (b) if the entity has received written notice that the property owner is represented by counsel, concurrently provide a copy of the signed order to the property owner's attorney by first class mail, commercial delivery service, fax, or email. (Effective January 1, 2022.)	
Municipal Court		
NAME	**SUMMARY**	**NOTES**
H.B. 80 – Municipal court fines and costs on those in foster care or TDFPS conservatorship	Provides, when fines and costs are being imposed on a defendant under the conservatorship of the Department of Family and Protective Services or in extended foster care, that a municipal judge: (1) may not require a defendant to pay any amount of fines and costs; and (2) may require the defendant to perform community services to discharge fines and costs if the fines and costs are not waived. (Effective September 1, 2021.)	
H.B. 569 – Credit for time served in relation to fine-only misdemeanors	Provides, among other things, that in imposing a fine and costs in a case involving a misdemeanor punishable by a fine only, the justice or judge shall credit the defendant for any time the defendant was confined in jail or prison while serving a sentence for another offense at a rate of $150 for each day of confinement if that confinement occurred after the commission of the misdemeanor. (Effective September 1, 2021.)	
H.B. 1693 – Municipal court access to financial responsibility verification program	This bill: (1) authorizes a justice or municipal court to access the financial responsibility verification program to verify financial responsibility for the purpose of court proceedings; and (2) requires the costs associated with accessing the verification program to be paid out of the county treasury by order of the commissioners' court or the municipal treasury by order of the governing body of the municipality, as applicable. (Effective immediately.)	
H.B. 3774 – Municipal court pleas	Provides, among many other things, that: (1) a judge may not accept a plea of guilty or plea of nolo contendere from a defendant in open court unless it appears to the judge that the defendant is mentally competent and the plea is free and voluntary; (2) the Texas Forensic Science Commission (commission) must adopt a code of professional responsibility and rules establishing sanctions for code violations to regulate the conduct of persons, laboratories, facilities, and other entities regulated by the state; (3) the commission is authorized to initiate an investigation of a forensic analysis or a forensic examination or test not subject to accreditation without receiving a complaint (former state law allowed for educational purposes); (4) a "forensic analyst" or "forensic science expert" is a professional service subject to the Professional Services Procurement Act; and (5) a "protective order" is defined to include an order issued by a court in this state to prevent sexual assault or abuse, stalking, trafficking, or other harm to an	

	applicant. (Effective September 1, 2021, except that certain provisions creating new judicial district or statutory county courts have special effective dates.)	
Transportation		
NAME	**SUMMARY**	**NOTES**
H.B. 914 – Removal of illegally parked or abandoned vehicles by city employees	Allows: (1) a city to authorize a city employee to request the removal and storage of a vehicle in an area where on-street parking is regulated by an ordinance and that: (a) is parked illegally; or (b) is parked legally, but has been unattended for more than 48 hours and is reasonably believed to be abandoned; and (2) a parking facility owner or towing company to remove a vehicle from a public roadway under the direction of a city employee authorized to make a request under (1). (Effective September 1, 2021.)	
H.B. 1257 – Removal of manufactured home from right-of-way	Authorizes a law enforcement agency to remove an unattended manufactured home from a roadway or right-of-way without consent of the owner if the agency determines that the home blocks the roadway or endangers public safety. (Effective September 1, 2021.)	
H.B. 1281 – Golf cart regulation	This bill: (1) allows a golf cart to be operated in a master planned community: (a) that is a residential subdivision or has in place a uniform set of restrictive covenants; and (b) for which a county or city has approved one or more plats; (2) provides that a person may operate a golf cart in a master planned community described in (1) without a golf cart license plate on a highway for which the posted speed limit is not more than 35 miles per hour, including through an intersection of a highway for which the posted speed limit is more than 35 miles per hour; (3) allows a golf cart to be operated on a highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart is operated during the daytime and not more than five miles from the location where the golf cart is usually parked and for transportation to or from a golf course; (4) allows a city to prohibit the operation of a golf cart on a highway in the following areas if the city council determines the prohibition is necessary in the interest of safety: (a) in a master planned community described in (1), above; (b) on a public or private beach that is open to vehicular traffic; or (c) on a highway for which the posted speed limit is not more than 35 miles per hour as described in (2), above. (Effective immediately.)	
S.B. 1064 – City-owned vehicle registration	This bill: (1) allows a city that owns and operates a motor vehicle, trailer, or semitrailer that is exempt from the payment of a registration fee to apply to register the vehicle, trailer, or semitrailer for an extended registration period of not less than one year or more than eight years; and (2) provides that a vehicle registered for an extended period under (1) is subject to inspection requirements as if the motor vehicle, trailer, or semitrailer were registered without an extended registration period. (Effective September 1, 2021.)	Renewals will go from yearly to every 8-years, will not impact the yearly inspection requirements. Will have to put existing vehicles on a schedule.
Open Government		
NAME	**SUMMARY**	**NOTES**
S.B. 1225 – Temporary suspension of PIA	This bill, among other things, provides that: (1) for purposes of suspending the requirements of the Texas Public Information Act (TPIA), during a catastrophe, the term “catastrophe” does not mean a period when staff is required to work remotely and can access information responsive to an application for information electronically, but the physical office of the governmental body is closed; (2) a governmental body may suspend the requirements of the TPIA only once for each catastrophe; (3) a governmental body may suspend the requirements of the TPIA if the governmental body is currently significantly impacted by a catastrophe such that the catastrophe	If the governmental body is working remotely, they have to comply with the TXPIA, and you can only have one suspension with one extension per disaster.

	directly causes the inability of a governmental body to comply with the TPIA; (4) a governmental body that initiates a suspension period may not initiate another suspension period related to the same catastrophe, except for a single extension period, and that the combined suspension period for a governmental body may not exceed a total of 14 consecutive calendar days with respect to any single catastrophe; (5) if a governmental body closes its physical offices, but requires staff to work, including remotely, then the governmental body shall make a good faith effort to continue responding to applications for public information, to the extent staff have access to public information responsive to an application, while its administrative offices are closed; and (6) failure to respond to requests in accordance with (5), above, may constitute a refusal to request an attorney general's decision or a refusal to supply public information or information that the attorney general has determined is public information that is not excepted from required disclosure. (Effective September 1, 2021.)	
H.B. 872 – Confidentiality of utility information	This bill provides that: (1) information is excepted from disclosure under the Public Information Act if it is information maintained by a government-operated utility that: (a) discloses whether services have been discontinued, or reveals whether an account is delinquent or eligible for disconnection by the government-operated utility; or (b) is collected as part of an advanced metering system for usage, services, and billing, including amounts billed or collected for utility usage, except that all such information is to be made available to that customer or their designated representative if the information directly relates to utility services provided to the customer and is not confidential under law; (2) a government-operated utility may not disclose personal and utility usage information for government operated utility customers unless the customer requests that the government-operated utility disclose such information on an appropriately marked form or other written request for disclosure (Note: former law made personal information and utility usage information confidential only if the customer elected to keep the information confidential on a form provided by the government-operated utility); and (3) a government-operated utility must provide notice of the customer's right to request disclosure of personal and utility usage information, along with the form to elect for disclosure, in each customer's utility bill or on the government-operated utility's website. (Effective immediately.)	All water bill information is confidential unless customers opt out of confidentiality; it used to be that the customer had to opt in for confidentiality, now the information is automatically protected, unless they opt out in writing. Working on new form with City Attorney, ASO and CSO.
H.B. 1082 – Confidentiality of elected officials' personal information	Provides that: (1) with regard to information a city holds as an employer, the home address, home telephone number, emergency contact information, social security number, and personal family information of an elected public officer, is excepted from the Public Information Act, regardless of whether the elected officer complies with certain requirements to elect the information be kept confidential; (2) with regard to information contained in records maintained by the city in any capacity, an elected public officer's home address, home telephone number, emergency contact information, date of birth, social security number, and family member information is excepted from the Public Information Act if the elected officer elects to keep the information confidential; and (3) elected public officers are added to the list of individuals who may choose to restrict public access to certain information in appraisal records. (Effective immediately.)	If elected officials are considered employees, they no longer have to comply with 552.024. If they are not, then they do.
Personnel		
NAME	**SUMMARY**	**NOTES**

H.B. 792 – Alternate works schedules for police dispatchers (only cities over 10,000 population)	Provides that: (1) a city with a population of more than 10,000 may adopt an alternate work schedule for the police department dispatchers if a majority of the dispatchers vote in favor of the alternate work schedule; and (2) a dispatcher working under an alternate work schedule described in (1) is entitled to overtime pay if the dispatcher works more hours during a calendar month than the number of hours in the normal work month of the majority of the employees of the city other than fire fighters and police officers. (Effective September 1, 2021.)	May adopt policy for dispatcher alternate schedule, hours and OT
H.B. 2073 – Paid quarantine leave for first responders	Provides that: (1) the governing body of a political subdivision, including a city, shall develop and implement a paid quarantine leave policy for fire fighters, peace officers, detention officers, and emergency medical technicians who are employed by, appointed by, or elected for the political subdivision and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty; (2) a paid quarantine leave policy must: (a) provide that a fire fighter, peace officer, detention officer, or emergency medical technician on paid quarantine leave receives: (i) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits for the duration of the leave; and (ii) reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation; and (b) require that the leave be ordered by the person's supervisor or the political subdivision's health authority; and (3) a political subdivision may not reduce a fire fighter's, peace officer's, detention officer's, or emergency medical technician's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with a policy adopted (1). (Effective immediately.)	City must develop a paid quarantine leave policy for first responders if exposed to communicable disease on duty (any and all communicable diseases at this time as it is not really defined in bill) Is part of personnel file and should be adopted as all other city personnel policy changes. This bill became effective June 15th.
S.B. 22 – COVID-19 workers comp presumption for first responders	Provides, among other things, that: 1. a detention officer, custodial officer, firefighter, peace officer, or emergency medical technician who suffers from severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or coronavirus disease 2019 (COVID-19) that results in death or total or partial disability is presumed to have contracted the virus or disease during the course and scope of employment as a detention officer, custodial officer, firefighter, peace officer, or emergency medical technician if the detention officer, custodial officer, firefighter, peace officer, or emergency medical technician: a. is employed in the area designated in a disaster declaration by the governor or another law and the disaster is related to severe acute respiratory syndrome SARS-CoV-2 or COVID-19; and b. contracts the disease during the disaster declared by the governor; 2. the presumption under (1) applies only to a person who: a. is employed as a detention officer, custodial officer, firefighter, peace officer, or emergency medical technician on a full-time basis; b. is diagnosed with SARS-CoV-2 or COVID-19: i. using a test authorized, approved, or licensed by the United States Food and Drug Administration; or ii. if the person is deceased, using a test described by (2)(b)(i) or by another means, including by a physician; c. was last on duty: i. not more than 15 days before the date the person is diagnosed with SARS-CoV-2 or COVID-19; or	Presumption of WC given to first responders if have ARS/COVID during the course of work. Issue with testing and time frames to identify if the first responder was exposed to disease at work. They can refile for WC coverage as the bill I retroactive.

	ii. if the person is deceased, not more than 15 days before the date the person: (A) was diagnosed with SARS-CoV-2 or COVID-19; (B) began to show symptoms of SARS-CoV-2 or COVID-19 as determined by a licensed physician; (C) was hospitalized for symptoms related to SARS-CoV-2 or COVID-19; or (D) died if SARS-CoV-2 or COVID-19 was a contributing factor in the person's death; 3. a rebuttal to a presumption described in (1) may not be based solely on evidence relating to the risk of exposure to SARS-CoV-2 or COVID-19 of a person with whom a detention officer, custodial officer, firefighter, peace officer, or emergency medical technician resides; 4. an injured employee who is subject to the presumption described in (1) and whose claim for benefits is determined to be compensable by an insurance carrier or division of the workers' compensation of the Texas Department of Insurance, may request reimbursement for health care paid by the employee, including copayments and partial payments, by submitting to the carrier a legible written request and documentation showing the amounts paid to the health care provider; 5. the provisions of (1)-(4) expire on September 1, 2023; 6. a person subject to the presumption described in (1) who on or after the date the governor declared a disaster relating to SARS-CoV-2 or COVID-19, but before the effective date of this bill, contracted SARS-CoV-2 or COVID-19, may file a claim for benefits related to SARS-CoV-2 or COVID-19, on or after the effective date of the bill, regardless of whether that claim is otherwise considered untimely and the provisions of the bill apply to that claim; and 7. a person who is subject to the presumption described in (1) who on or after the date the governor declared a disaster relating to SARS-CoV-2 or COVID-19, but before the effective date of this bill, filed a claim for benefits related to SARS-CoV-2 or COVID-19, and whose claim was subsequently denied may, on or after the effective date of this bill, request in writing that the insurance carrier reprocess the claim and the changes in law made by this bill shall apply to that claim, and such request to reprocess a claim shall be filed not later than one year after the effective date of this bill. (Effective immediately.)	
S.B. 1105 – TMRS return to work	Provides, among other things, that: (1) the retirement annuity of a person who is reemployed by a city in which the employee most recently performed creditable service before the person's retirement shall not be suspended, provided that the person does not become an employee of the person's reemploying city at any time during the 12 consecutive months after the effective date of the person's last retirement from the reemploying city; and (2) if the annuity payments of a person who resumed employment with the person's reemploying city before September 1, 2021, were discontinued and suspended and the person has not terminated their employment with the city, on the filing of a written application with the Texas Municipal Retirement System (TMRS), TMRS shall resume making the annuity payments to the person, provided: (a) the person's retirement that preceded the resumption of employment was based on a bona fide termination of employment; and (b) the person did not become an employee of the person's reemploying city at any time during the 12 consecutive months after the effective date of the person's retirement from the reemploying city. (Effective September 1, 2021.)	Allows for an employee that retired from Friendswood to be hired back by Friendswood after one year and still receive retirement payments.

S.B. 1359 – Mental health leave for law enforcement	Provides among other things, that: (1) each law enforcement agency shall develop and adopt a policy allowing the use of mental health leave by peace officers employed by the agency who experience a traumatic event in the scope of that employment; and (2) the policy adopted under (1) must: (a) provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave; (b) entitle a peace officer to mental health leave without a deduction in salary or other compensation; (c) enumerate the number of mental health leave days available to a peace officer; and (d) detail the level of anonymity for a peace officer who takes mental health leave. (Effective September 1, 2021.)	Cities must develop and adopt a policy for officers that have a traumatic event to have mental health leave, no deduction in salary, certain # of days, and list circumstance allowed.
Public Safety		
NAME	**SUMMARY**	**NOTES**
H.B. 929 – Body worn camera	Provides that: (1) a body worn camera policy must: (a) include provisions related to the collection of a body worn camera, including the applicable video and audio recorded by the camera, as evidence; (b) require a peace officer who is equipped with a body worn camera and actively participating in an investigation to keep the camera activated for the entirety of the officer's active participation in the investigation unless the camera has been deactivated in compliance with such policy; and (2) a peace officer equipped with a body worn camera may choose not to activate a camera or may choose to discontinue a recording currently in progress for any encounter with a person that is not related to an investigation. (Effective September 1, 2021.)	Tells officers when they can turn the camera on or off (recording) during the course of their duties.
H.B. 1927 – Unlicensed handgun carry	This bill, known as the *Firearms Carry Act of 2021*: 1. leaves the current handgun licensing scheme in place, presumably for purposes of reciprocity with other states and ease of handgun purchases; 2. authorizes most Texans over 21 years of age to carry a handgun in a concealed manner or openly in a holster, without the requirement to obtain a handgun license; 3. modifies language in the Texas Penal Code to make it a crime to carry a handgun only by someone who is younger than 21 years of age or in the previous five years has been convicted of the following state crimes: (a) assault causing bodily injury, including to a spouse; (b) deadly conduct, including discharging a firearm at persons, a habitation, a vehicle or a building; (c) making a terroristic threat; or (d) disorderly conduct by: (i) discharging a firearm in a public place other than a public road or a sport shooting range; or (ii) displaying a firearm or other deadly weapon in a public place in a manner calculated to alarm; 4. prohibits a person who is a member of a criminal street gang or a person convicted of a felony or a family violence offense from possessing a firearm, with some limited exceptions (Note: The federal Gun Control Act makes it unlawful for certain additional categories of persons convicted of serious crimes to ship, transport, receive, or possess firearms or ammunition); 5. mandates that the Texas Department of Public Safety (DPS) develop free-of-charge and post online a course on firearms safety and handling, and that DPS prepare an annual report to the legislature related to handgun carry; 6. provides that a licensed or unlicensed carrier is prohibited from entering certain places listed in Penal Code Section 46.03, including, among many others and most relevant to cities: (a) the premises of a polling place on the day of an election or while early voting is in progress; and (b)	Not sure if the city can limit the carry of firearms in the building the court is housed in or if it is just the court, requires language to be posted outside of rooms that have open meetings in order to limit the carry of guns into open meetings.

	the premises of any government court or offices utilized by the court, unless pursuant to written regulations or written authorization of the court (it remains unclear whether this prohibition applies to the building or only the rooms housing the court or court offices); 7. provides that a licensed carrier is prohibited from entering the room or rooms where a meeting of a governmental entity is held, if the meeting is an open meeting subject to the Open Meetings Act, only if: (a) the entity provided notice as required by the Open Meetings Act, and (b) the entity provides notice that carry is prohibited in the meeting (e.g., by posting the existing 30.06 sign [licensed concealed carry prohibition] and/or 30.07 sign [licensed open carry prohibition] at the entrance to the meeting room); 8. provides that an unlicensed carrier may not enter the room or rooms where an open meeting of a governmental entity is held (Note: the new 46.15(o) sign, described in Number 9, below, allows only a "person" to prohibit unlicensed carry, and a city is not a person under the Penal Code definition); 9. provides that a person or business, but not a city, may provide notice under Penal Code Section 46.15(o) that firearms and other weapons are prohibited on the premises or other property by posting a sign at each entrance to the premises or other property that: (a) includes language that is identical to or substantially similar to the following: "Pursuant to Section 46.03 Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property"; (b) includes the language described by (a) in both English and Spanish; (c) appears in contrasting colors with block letters at least one inch in height; and (d) is displayed in a conspicuous manner clearly visible to the public; 10. provides that a person or a business, but not a city, may post a notice similar to that in Number 9, above, but under the authority of Penal Code Section 30.05, to prohibit unlicensed carry on their property; 11. provides that the signage in Number 9, above, should be posted at each entrance to the property and: (a) include language that is identical to or substantially similar to the following: "Pursuant to Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm"; (b) include the language described by (a) in both English and Spanish; (c) appear in contrasting colors with block letters at least one inch in height; and (d) be displayed in a conspicuous manner clearly visible to the public; 12. provides that a city may not prohibit a person who is authorized by law to carry a handgun from doing so: (a) in a public park (prior to this bill, a city could prohibit anyone other than a handgun license holder from carrying a firearm in a city park, but after this bill's passage, a city can't prohibit anyone who is lawfully carrying a firearm from bringing it into the park); (b) at a public meeting of a city, county, or other governmental body, unless the entity posts proper notice to prohibit that carry is prohibited; (c) at a political rally, parade, or official political meeting; or (d) at a nonfirearms-related school, college, or professional athletic event; and 13. authorizes a peace officer who is acting in the lawful discharge of the officer's official duties to temporarily disarm an unlicensed carrier when that person enters a nonpublic, secure portion of a law enforcement facility, if the law enforcement agency provides a gun locker where the peace officer can secure the person's handgun, and if the peace officer returns the handgun to	

	the person immediately after the person leaves the nonpublic, secure portion of the law enforcement facility. (Effective September 1, 2021.)	
H.B. 1938 – Grants for body worn cameras	Provides that a law enforcement agency that provides body worn cameras to its peace officers may apply to the office of the governor for a grant to defray the cost of data storage for recordings created with the body worn cameras. (Effective September 1, 2021.)	
S.B. 69 – Duty to intervene and ban on chokeholds	Provides that: (1) a peace officer has a duty to intervene to stop or prevent another peace officer from using force against a person suspected of committing an offense if: (a) the amount of force exceeds that which is reasonable under the circumstances; and (b) the officer knows or should know that the other officer's use of force: (i) violates state or federal law; (ii) puts a person at risk of bodily injury, and is not immediately necessary to avoid imminent bodily injury to a peace officer or other person; and (iii) is not required to apprehend the person suspected of committing an offense; (2) a peace officer who witnesses the use of excessive force by another peace officer shall promptly make a detailed report of the incident and deliver the report to the supervisor of the peace officer making the report; and (3) the use of any force, by any person, including a peace officer or person acting in and at the direction of an officer, in connection with the arrest of another person, is not a justified use of force if such force is used in a manner that impedes the normal breathing or circulation of the blood of the person by applying pressure to the person's throat, neck, or torso or by blocking the person's nose or mouth. (Effective September 1, 2021.)	Use of force limitations and requirement that officer intervene if another person is using unreasonable use of force or anything that prohibits the person being arrested from breathing (chokehold).
S.B. 2212 – Duty to request and render aid	Provides that a peace officer: (1) who encounters an injured person while discharging the officer's official duties shall immediately and as necessary: (a) request emergency medical services personnel to provide the person with emergency medical services; and (b) while waiting for emergency medical services personnel to arrive, provide first aid or treatment to the person to the extent of the officer's skill and training; and (2) is not required to request emergency medical services or provide first aid or treatment under (1), above, if: (a) making the request or providing the treatment would expose the officer or another person to a risk of bodily injury; or (b) the officer is injured and physically unable to make the request or provide the treatment. (Effective September 1, 2021.)	
H.B. 558 – Blood/breath specimens for intoxication offense	this bill: 1. requires a peace officer to take a specimen of a person's blood if: a. the officer arrests the person for certain intoxication offenses involving the operation of a motor vehicle or a watercraft; b. the person refuses the officer's request to submit to the taking of a specimen voluntarily; c. the person was the operator of a motor vehicle or a watercraft involved in an accident that the officer reasonably believes occurred as a result of the offense; and d. at the time of the arrest, the officer reasonably believes that as a direct result of the accident any individual has died, will die, or has suffered serious bodily injury; 2. requires a peace officer to take the specimen of a person's breath or blood under any of the following circumstances, if the officer arrests the person for an intoxication offense involving the	

	operation of a motor vehicle or a watercraft and the person refuses the officer's request to submit to the taking of a specimen voluntarily: a. the person was the operator of a motor vehicle or a watercraft involved in an accident that the officer reasonably believes occurred as a result of the offense and, at the time of the arrest, the officer reasonably believes that as a direct result of the accident an individual other than the person has suffered bodily injury and been transported to a hospital or other medical facility for medical treatment; b. the offense for which the officer arrests the person is an offense of driving while intoxicated with a child passenger; or c. at the time of the arrest, the officer possesses or receives reliable information from a credible source that the person: i. has been previously convicted of or placed on community supervision for the offense of driving while intoxicated with a child passenger, intoxication assault, or intoxication manslaughter, or an offense under the laws of another state containing elements substantially similar to the elements of such offenses; or ii. on two or more occasions, has been previously convicted of or placed on community supervision for the offense of driving while intoxicated, flying while intoxicated, boating while intoxicated, or assembling or operating an amusement ride while intoxicated, or an offense under the laws of another state containing elements substantially similar to the elements of such offenses; 3. provides that the peace officer shall designate the type of specimen to be taken under the provisions of Number 2, above; and 4. provides that a peace officer may not require the taking of a specimen unless the officer: a. obtains a warrant directing that the specimen be taken; or b. has probable cause to believe that exigent circumstances exist. (Effective September 1, 2021.)	
S.B. 24 – Hiring procedures for law enforcement agencies	Police Pre-employment Procedures provide that: 1. a law enforcement agency hiring a police officer is entitled to view the contents of the officer's departmental civil service personnel file (commonly referred to as the "g" file); 2. before a law enforcement agency may hire a person licensed by the Texas Commission on Law Enforcement (TCOLE), the agency must, on a form and in the manner prescribed by TCOLE: a. obtain the person's written consent for the agency to review the information required to be reviewed; b. request from TCOLE and any other applicable person information required to be reviewed; and c. submit to TCOLE confirmation that the agency, to the best of the agency's ability before hiring the person: i. contacted each entity or individual necessary to obtain the information required to be reviewed under; and ii. obtained and reviewed as related to the person, as applicable: A. personnel files and other employee B. records from each previous law enforcement agency employer, including the employment application submitted to the previous employer;	Makes the "g" file, TCOLE, DD-214 and I-9 records accessible for police agencies that are hiring an officer with consent form from individual. TCOLE will make form for Law Enforcement Agency use. Law Agency can be penalized by TCOLE for failure to respond.

	C. employment termination reports maintained by TCOLE; D. service records maintained by TCOLE; E. proof that the person meets the minimum qualifications for enrollment in a TCOLE training program; F. a military veteran's United States Department of Defense Form DD-214 or other military discharge record; G. criminal history record information; H. information on pending warrants as available through the Texas Crime Information Center and National Crime Information Center; I. evidence of financial responsibility required to operate a vehicle; J. driving record from the Department of Public Safety; K. proof of United States citizenship; and L. information on the person's background from at least three personal references and at least two professional references; 3. if an entity or individual contacted for information required to be reviewed refused to provide the information or did not respond to the request for information, the confirmation submitted to TCOLE must document the manner of the request and the refusal or lack of response; 4. if TCOLE or a law enforcement agency receives from a law enforcement agency a request for information and the person's consent on the forms and in the manner prescribed by TCOLE, TCOLE or the agency shall provide the information to the requesting agency; 5. the confirmation form submitted to TCOLE under (2)(c) is not confidential and is subject to disclosure under the Public Information Act; 6. TCOLE shall: a. by rule establish the required forms and procedures for making a person's employment records available; b. post the forms and procedures on TCOLE's internet website; and c. retain a record of each submitted confirmation form; 7. the head of a law enforcement agency or the agency head's designee shall review and sign each required confirmation form before submission to TCOLE, and the failure of an agency head or the agency head's designee to comply shall be grounds for suspension of the agency head's TCOLE license; and 8. a law enforcement agency, agency head, or other law enforcement official is not liable for civil damages for: a. a report made by that agency or person if the report is made in good faith; or b. making a person's information available to a hiring law enforcement agency under the provisions of this bill. (Effective September 1, 2021.)	
S.B. 111 – Law enforcement disclosure to district attorney	(1) A law enforcement agency filing a case with an attorney representing the state in a criminal case, excluding a city attorney or prosecutor appearing in a justice or municipal court, shall submit to the attorney a written statement by an employee of such agency with knowledge of	

	the case acknowledging that all documents, items, and information in the possession of the agency that are required to be disclosed to the defendant as discovery have been transmitted to the attorney; and (2) at any time after a case is filed with the attorney representing the state a law enforcement agency discovers or acquires any additional document, item, or information required to be disclosed to a defendant, an employee of the agency shall promptly transmit such document to the attorney. (Effective September 1, 2021.)	
Emergency Management		
NAME	**SUMMARY**	**NOTES**
S.B. 6 – Limits liability of both first responders and cities, among many others, relating to exposure to pandemic disease	this bill, among other things, provides that: 38 1. except in a case of reckless conduct or intentional, willful, or wanton misconduct, and subject to other limited exceptions, a physician, health care provider, or first responder is not liable for an injury, including economic and noneconomic damages, or death arising from care, treatment, or failure to provide care or treatment relating to or impacted by a pandemic disease or a disaster declaration issued by the president or governor related to a pandemic disease, if the physician, health care provider, or first responder proves by a preponderance of the evidence that: a. a pandemic disease or disaster declaration related to a pandemic disease was a producing cause of the care, treatment, or failure to provide care or treatment that allegedly caused the injury or death; or b. the individual who suffered injury or death was diagnosed or reasonably suspected to be infected with a pandemic disease at the time of the care, treatment, or failure to provide care or treatment; 2. the statutory provisions relating to liability of physicians, health care providers, and first responders during a pandemic described in Number 1, above, do not constitute a waiver of sovereign immunity of the state or governmental immunity of a political subdivision and do not create a civil cause of action; 3. a person (including a governmental entity) is not liable for injury or death caused by exposing an individual to a pandemic disease during a pandemic emergency unless the claimant establishes that: a. the person who exposed the individual: i. knowingly failed to warn the individual of or remediate a condition that the person knew was likely to result in the exposure of an individual to the disease, provided that the person: 1. had control over the condition; 2. knew that the individual was more likely than not to come into contact with the condition; and 3. had a reasonable opportunity and ability to remediate the condition or warn the individual of the condition before the individual came into contact with the condition; or ii. knowingly failed to implement or comply with government-promulgated standards, guidance, or protocols intended to lower the likelihood of exposure to the disease that were applicable to the person or the person's business, provided that: 1. the person had a reasonable opportunity and ability to implement or comply with the standards, guidance, or protocols; and	

	2. the person refused to implement or comply with or acted with flagrant disregard of the standards, guidance, or protocols; and 3. the government-promulgated standards, guidance, or protocols that the person failed to implement or comply with did not, on the date that the individual was exposed to the disease, conflict with government-promulgated standards, guidance, or protocols that the person implemented or complied with; and b. reliable scientific evidence shows that the failure to warn the individual of the condition, remediate the condition, or implement or comply with the government-promulgated standards, guidance, or protocols was the cause in fact of the individual contracting the disease; 4. a claimant must serve on the defendant, not later than the 120th day after the date a defendant files an answer to a claim to which Number 3, above, applies: a. a report authored by at least one qualified expert that provides a factual and scientific basis for the assertion that the defendant's failure to act caused the individual to contract a pandemic disease; and b. a curriculum vitae for each expert whose opinion is included in the report. (Effective immediately.)	
S.B. 968 – Wellness checks on medically-fragile individuals	This bill, among other things: 1. provides that the presiding officer of the governing body of a political subdivision may not issue an order during a declared state of disaster or local disaster to address a pandemic disaster that would limit or prohibit: (a) housing and commercial construction activities, including related activities involving the sale, transportation, and installation of manufactured homes; (b) the provision of governmental services for title searches, notary services, and recording services in support of mortgages and real estate services and transactions; (c) residential and commercial real estate services, including settlement services; or (d) essential maintenance, manufacturing, design, operation, inspection, security, and construction services for essential products, services, and supply chain relief efforts; 2. requires the Texas Department of Emergency Management (TDEM) to establish a process for designating individuals who are included in the emergency assistance registry as medically fragile, and collaborate with first responders, local governments, and local health departments to conduct wellness checks on those individuals during certain events (e.g., a disaster or power outage), as determined by TDEM; 3. provides that a wellness check under (2), above, must include an automated phone call, a personalized call and, if the person is unresponsive to calls, an in-person check, and requires each city to adopt procedures to conduct wellness checks in compliance with minimum standards adopted by TDEM; 4. makes various changes to the Communicable Disease Prevention and Control Act, including providing that: (a) the Department of State Health Services is the "preemptive authority" for purposes of the Act, and shall collaborate with local elected officials to prevent the spread of disease and protect the public health; and (b) a regional public health disaster declaration or	

	order must be filed with the county clerk or city secretary in each area to which it applies, unless the circumstances prevent or impede the filing; and 5. provides that a governmental entity may not issue a vaccine passport, vaccine pass, or other standardized documentation to certify an individual's COVID-19 vaccination status to a third party for a purpose other than health care or otherwise publish or share any individual's COVID-19 immunization record or similar health information for a purpose other than health care	
Utilities and Environment		
NAME	**SUMMARY**	**NOTES**
H.B. 17 – Prohibits city limitations on utility services based on source of energy delivered to end-user	This bill: (1) prohibits a regulatory authority, planning authority, or political subdivision of this state from adopting or enforcing an ordinance, resolution, regulation, code, order, policy, or other measure that has the purpose, intent, or effect of directly or indirectly banning, limiting, restricting, discriminating against, or prohibiting the connection or reconnection of a utility service or the construction, maintenance, or installation of residential, commercial, or other public or private infrastructure for a utility service based on the type or source of energy to be delivered to the end-use customer; (2) prohibits an entity, including a regulatory authority, planning authority, political subdivision, or utility, from imposing any additional charge or pricing difference on a development or building permit applicant for utility infrastructure that: (a) encourages those constructing homes, buildings, or other structural improvements to connect to a utility service based on the type or source of energy to be delivered to the end-use customer; or (b) discourages the installation of facilities for the delivery of or use of a utility service based on the type or source of energy to be delivered to the end-use customer; and (3) provides that the law does not limit the ability of a regulatory authority or political subdivision to choose utility services for properties owned by the regulatory authority or political subdivision. (Effective immediately.)	
H.B. 837 – MOU to provide CCN report to PUC	Provides that the Public Utility Commission by rule shall require a city or franchised utility to submit a report to the PUC verifying that the city or franchised utility has paid all required adequate and just compensation to a retail public utility for obtaining the certificate of convenience and necessity for an annexed area previously served by the retail public utility. (Effective September 1, 2021.)	
H.B. 3689 – MOU water rate appeals	Provides that the Public Utility Commission shall ensure that every appealed water rate is just and reasonable, including a municipally-owned utility's rates that are appealed by ratepayers who reside outside the corporate limits of the city. (Effective September 1, 2021.)	
S.B. 387 – MOU water rate appeals	This bill: (1) expands the circumstances where ratepayers for water or sewer service who reside outside the corporate limits of a city may appeal the rates for that service to the Public Utility Commission (PUC) to include an increase in rates when the municipally-owned utility takes over the provision of service to ratepayers previously served by another retail public utility; (2) provides that (1) does not apply to a MOU that takes over the provision of service to ratepayers previously served by another retail public utility if the MOU: (a) takes over the service at the request of the ratepayer; (b) takes over the due to a sale or merger under state law; or (c) is required to take over the service by state law, an order of the Texas Commission on Environmental Quality, or an order of the PUC; and (3) provides that a ratepayer may use the	

	appeals process in (1) to appeal increased rates charged to the ratepayer by a MOU by filing a petition for review with the PUC and the MOU not later than December 1, 2021, if the MOU began providing service to the ratepayer on or after September 1, 2016 only if the MOU has not changed rates since the MOU began providing service to the ratepayer. (Effective September 1, 2021.)	
S.B. 952 – Concrete batch plant TCEQ application	Requires that an application for a standard permit for a concrete batch plant issued by the Texas Commission on Environmental Quality include a plot plan that clearly shows: (1) a distance scale; (2) a north arrow; (3) all property lines, emission points, buildings, tanks, and process vessels and other process equipment in the area in which the facility will be located; (4) at least two benchmark locations in the area in which the facility will be located; and (5) if the permit requires a distance, setback, or buffer from other property or structures as a condition of the permit, whether the required distance or setback will be met. (Effective September 1, 2021.)	

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/29/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on RFP 2021-04 City buyout lot mowing.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City received six bids in response to RFP 2021-04 City buyout lot mowing:

Brightview Landscape Services
Cornerstone Maintenance and Landscaping
Earthworks
Tailored Landscapes
Texas Ranch Maintenance
Yellowstone Landscape

The base bid for this project includes the City buyout lots as further outlined on the attached Landscape Management Schedule.

Once the bids were received, a review committee was formed to score the submitting bids based on the selection criteria included in the RFP. This criteria-scoring process was designed to help Staff provide a contractor recommendation to Council, while ensuring the appropriate level of service is maintained.

During the ad-hoc committee's review process, the group ranked each bidder on the below set of criteria used for this process.

- 30% Qualifications and capability of the company providing similar services
- 10% References – Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- 30% Pricing schedule/cost of service
- 30% Past experience and history on like projects

The ad-hoc committee chose to meet with representatives of the top rated proposals. All additional information requested and received was considered as part of the proposal and evaluated as such.

During the review process, initial evaluations and a follow up meeting, the committee unanimously chose Texas Ranch Maintenance and therefore is receiving Staff's recommendation

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As the City continues to grow and the demand for quality service increases, it is imperative that we continue our Mowing Services contract, as it is needed to assist the Parks Department in their efforts to maintain the beautification of our parks and city facilities.

RECOMMENDATIONS

Based on initial evaluations and a follow up meeting, the committee unanimously chose Texas Ranch Maintenance over Brightview. Texas Ranch offers a better service value and therefore is being recommended to Council for approval for the City's Buyout Mowing contract.

ATTACHMENTS

1. Bid Amounts 2021-04
2. Bid Scoring 2021-04
3. Buy Out Mowing RFP 2021-04

2021-04 BuyOut Mowing Services					
Tailored Landscapes	**Brightview**	**Earthworks**	**Texas Ranch Maintenance**	**Cornerstone Maintenance**	**Yellowstone Landscapes**
832-722-1756	**346-201-1989**	**281-736-5329**	**281-851-1183**	**281-648-9731**	**281-808-0357**
$ 43,440.00	$ 18,850.28	$ 31,680.00	$ 16,944.00	$ 25,740.00	$ 28,800.00

Grand Totals - RFP 2021-04 Buyout Mowing

CRITERIA	Max Points	Tailored Landscape	Brightview	Earthworks	Texas Ranch Maintenance	Cornerstone Maintenance	Yellowstone
1.) Qualifications and Capability	30	20.6	28.5	22.5	23.4	26.1	28.875
2.) References	10	6.4	9.5	7.3	8.6	7.8	8.5
3.) Pricing	30	11.22	25.89	15.39	30	18.96	16.95
4.) Past experience and history with like projects	30	16.2	27.5	23.1	23.1	24	28.5
TOTALS	**100**	**54.42**	**91.39**	**68.29**	**85.1**	**76.86**	**82.825**

*Price was evaluated by dividing the lowest price received by the price under consideration and multiplying that figure by 30.

REQUEST FOR PROPOSALS

CITY BUY OUT PROPERTY LAWN MOWING

RFP 2021-04

DUE DATE: March 25, 2021- 2:00 p.m.

CITY OF FRIENDSWOOD
Attention: City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

TERMS AND CONDITIONS

1. The City of Friendswood will accept **SEALED PROPOSALS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 - 5:00 p.m. Proposals must be received by the City Secretary before the specified hour and date of the opening. At that time proposals shall be opened and names publicly read.
2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.
3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.
4. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No proposal may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working days notice prior to bid opening date.
6. **Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a proposal.**
7. **QUOTE F.O.B. destination**. Price should include all costs including shipping, handling, and other related costs.
8. Proposals shall be valid for ninety (90) days from opening date.
9. The City of Friendswood is exempt from taxes. DO NOT INCLUDE TAX IN PROPOSAL.
10. The City of Friendswood reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the proposal in the space provided.
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your proposal **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.
14. NO substitutions or cancellations permitted without written approval of the City of Friendswood.
15. All offerors **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Friendswood reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror who provides goods or services at the best value for the City of Friendswood.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Friendswood and/or investigation for Anti-Trust violations.
18. If a proposal contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, PO BOX 1288, Friendswood, TX 77549; Attn: Accounts Payable.
21. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

INTRODUCTION

The City of Friendswood seeks proposals from qualified lawn and landscape management firms to provide mowing services for its Buy Out properties. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The City of Friendswood is a progressive suburban city conveniently located between downtown Houston and Galveston near three major airports and deep-water ports with easy thoroughfare and railway access. It has approximately 40,000 citizens and covers an area of roughly 21.2 square miles.

Contact person for additional information is **Jeff Spears, 281-996-3274 or jspears@friendswood.com .**

PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other equipment providers and as they pertain to the needs of the City's organization as defined in this document.

PROPOSAL PROCESS

Proposals will consist of qualifications, specifications, and cost components. One original, one copy, and one electronic copy on flash drive, CD, or DVD are to be submitted. The original proposal must be clearly marked and contain original signatures. Failure to mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. Faxed, email, or late proposals will not be accepted.

Information contained in the proposals must be complete and in accordance with the terms and conditions of this RFP. The information requested herein and the format in which it is requested is essential to permit prompt evaluation of proposals on a fair and uniform basis. The City reserves the right to declare a proposal non-responsive and reject any proposal in which the material presented is not furnished or where indirect or incomplete answers are provided.

The City also reserves the right to reject any or all of the proposals received, to negotiate with the most qualified proposer based solely on proposal, or to cancel this RFP in part or wholly without explanation to proposers. The City may elect to interview only a select number of proposers at its own discretion.

PROJECT TIMELINE

Request for Proposals Issued	March 03, 2021
Mandatory Pre-proposal Meeting	March 11, 2021, 9:00 am
Deadline for Submitting Questions	March 15 2021, 10:00 am
Proposal Submission Deadline	March 25, 2021, 2:00 pm
Anticipated Award of Contract	May 03, 2021

PRE-PROPOSAL MEETING

There will be a **mandatory** pre-proposal meeting on March 11, 2021 at 9:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City. Also, a tour of areas to be mowed will be given during the second part of the proposal meeting. Dress appropriately.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

AUDIT

Contractor shall provide the City of Friendswood a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

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 entity and who has an employment of 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:

https://www.ethics.state.tx.us/forms/CIQ.pdf

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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 (RFP 2021-04). 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

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 30-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2021-04, CITY BUY OUT PROPERTY LAWN MOWING SERVICES**. The RFP shall be addressed to the City of Friendswood, Attention: City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Thursday, March 25, 2021**, at which time the RFPs will be publicly opened and vendors' names read aloud.

Submit to:

CITY OF FRIENDSWOOD
ATTN: CITY SECRETARY
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

RFP 2021-04
CITY BUY OUT PROPERTY LAWN MOWING SERVICES
SPECIFICATIONS

SCOPE OF WORK

The City of Friendswood seeks proposals from qualified vendors to provide all equipment, materials, labor, and transportation necessary to provide Lawn Mowing Services to City Buy Out Properties' locations specified in this RFP.

- **Mowing** - All grass will be mowed according to the Landscape Management Schedule (LMS) located in this RFP.
- **Edging** - All concrete curbs, sidewalks and driveways will be edged and kept straight and clean according to LMS for facility.
- **Finish Trim** – All areas will be kept as neat as possible by using a weed eater to finish lawn around trees, signs, parked cars, and any object that cannot be moved.
- **Additional Services** - Services will vary according to location but may include mulching, pruning, Rye Grass application, fertilizers, insecticides, and adding seasonal color. These will be addressed in the LMS and vendor will work with City Staff for proper time of service. Services will also include trimming and pruning of shrubbery to maintain a uniform appearance. Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only.

REFERENCES

Proposals shall include a minimum of three (3) clients to whom the vendor has supplied this service. Government entities are preferred.

PERFORMANCE

The successful contractor shall satisfactorily perform the work and services at the requested frequencies during the hours specified herein. Evaluations for contract renewal will be based upon frequencies and methods of performances as well as results.

INSTRUCTIONS TO PROPOSERS

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration.

1. **Statement of Compliance**
   By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in this RFP.

2. **Experience**
   Describe the experience of the firm and the individuals assigned with related projects of similar nature. Provide at least three references.

3. **Qualifications**
   Describe your staff's unique qualification and training for this type of work.

4. **Schedule**
   Describe your plan/schedule for completing the work.

5. **Price**
Please include as much line-item detail pricing as possible for items included in the proposal.

6. **Licenses and Certifications**
Include copies of all licenses and certifications which should be State of Texas Irrigation License, State of Texas Herbicide/Pesticide Chemical Applicators License, and Certificate of Liability Insurance form.

EVALUATION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and make a selection:

- 30% Qualifications and capability of the company providing similar services
- 10% References – Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- 30 % Pricing schedule/cost of service
- 30 % Past experience and history on like projects

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

TERM OF CONTRACT AND OPTION TO EXTEND

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed for two (2) additional one-year contracts on an annual basis, after the initial three (3) year period for a possible total of five (5) altogether. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Additionally, the Offeror understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Offeror was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO AWARD OF THE PROPOSAL THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employer's Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $500,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $500,000 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits;

CONDUCT OF WORK

A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.

B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business.

C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

D. When performing lawn maintenance, the speed of the riding mowing equipment should be at an acceptable rate and workers will display caution especially around areas where pedestrians are present.

PROTECTION AND DAMAGES

A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.

B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).

C. Discharge chute guards on mowing equipment must always be engaged to prevent damage to property and people. It is there to deflect debris and cover the mower's blade.

BUYOUT LOTS AND BAKER ROAD SCHEDULE

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL VISITS
111 Cherry Tree													
Forest area behind Lexington St	1	1	1	1	1	1	1	1	1	1	1	1	12
1215 Timber Ln	1	1	1	1	1	1	1	1	1	1	1	1	12
504 N Shadowbend	1	1	1	1	1	1	1	1	1	1	1	1	12
15338 Wandering Trail	1	1	1	1	1	1	1	1	1	1	1	1	12
15502 Wandering Trail	1	1	1	1	1	1	1	1	1	1	1	1	12
5235 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
5238 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
5306 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
5307 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
5310 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
5311 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
5215 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
5223 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
109 Royal Court	1	1	1	1	1	1	1	1	1	1	1	1	12
111 Royal Court	1	1	1	1	1	1	1	1	1	1	1	1	12
115 Royal Court	1	1	1	1	1	1	1	1	1	1	1	1	12
5407 Royal Parkway	1	1	1	1	1	1	1	1	1	1	1	1	12
5411 Royal Parkway	1	1	1	1	1	1	1	1	1	1	1	1	12
5415 Royal Parkway	1	1	1	1	1	1	1	1	1	1	1	1	12
5419 Royal Parkway	1	1	1	1	1	1	1	1	1	1	1	1	12
1303 Woodvine	1	1	1	1	1	1	1	1	1	1	1	1	12
2 Queens Lane (oversized lot)	1	1	1	1	1	1	1	1	1	1	1	1	12
1202 Myrtlewood Drive	1	1	1	1	1	1	1	1	1	1	1	1	12
1203 Minglewood	1	1	1	1	1	1	1	1	1	1	1	1	12
1205 Minglewood	1	1	1	1	1	1	1	1	1	1	1	1	12
1233 Minglewood	1	1	1	1	1	1	1	1	1	1	1	1	12
5230 Whittier Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
609 Leisure Lane	1	1	1	1	1	1	1	1	1	1	1	1	12
701 Leisure Lane	1	1	1	1	1	1	1	1	1	1	1	1	12
4 Emerald Circle	1	1	1	1	1	1	1	1	1	1	1	1	12
406 Falling Leaf	1	1	1	1	1	1	1	1	1	1	1	1	12
422 Falling Leaf Drive	1	1	1	1	1	1	1	1	1	1	1	1	12
607 Clear Creek Drive (N)	1	1	1	1	1	1	1	1	1	1	1	1	12
705 Clear Creek Drive (N)	1	1	1	1	1	1	1	1	1	1	1	1	12
608 Clear Creek Drive (S)	1	1	1	1	1	1	1	1	1	1	1	1	12
410 Independence Drive	1	1	1	1	1	1	1	1	1	1	1	1	12
412 Independence Drive	1	1	1	1	1	1	1	1	1	1	1	1	12
502 Independence Drive	1	1	1	1	1	1	1	1	1	1	1	1	12
504 Independence Drive	1	1	1	1	1	1	1	1	1	1	1	1	12
504 Clearview Avenue	1	1	1	1	1	1	1	1	1	1	1	1	12
506 Clearview Avenue	1	1	1	1	1	1	1	1	1	1	1	1	12
411 Colonial Drive	1	1	1	1	1	1	1	1	1	1	1	1	12
101 Imperial Avenue	1	1	1	1	1	1	1	1	1	1	1	1	12
Baker Rd (Restroom bld)	1	1	1	1	1	1	1	1	1	1	1	1	12

4 Emerald	1	1	1	1	1	1	1	1	1	1	1	1	12
301 W Castlewood	1	1	1	1	1	1	1	1	1	1	1	1	12
5303 Shady Oaks	1	1	1	1	1	1	1	1	1	1	1	1	12
16614 Oxnard	1	1	1	1	1	1	1	1	1	1	1	1	12

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

_____
(OFFICIAL Firm Name)

By:

_____
(Original Signature) **Must be signed to be considered responsive**

_____
(Typed or Printed Name)

_____ _____
(Title) (Date)

Remittance
Address: _____

_____
(City, State and Zip Code)

Phone #: (___) _____

Fax #: (___) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:
1) _____date acknowledged
2) _____date acknowledged
3) _____date acknowledged

Form 1: Statement of Organization

1. **Proposer**

Full Name of Business: _____
Principal Business Address: _____
_____
Principal Phone Number: _____
Local Business Address: _____
_____
Local Business Contact: _____
Local Business Phone: _____
Local Business Fax: _____
Local Business E-mail: _____
Type of Organization: _____
Tax ID #: _____
License #: _____

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

2. **Subcontractor(s)**

List of all firms participating in this proposal

Name	Address	Area of Responsibility

(a) _____

(b) _____

(c) _____

(d) _____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)
(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid 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 _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company _____

Agent _____

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

_____
(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:
   _____

_____
(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

_____
(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

_____
(Identify any other resources to be allocated to complete contract performance)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/29/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on RFP 2021-05 City property lawn mowing and maintenance services.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A total of four bids were received for RFP 2021-05for city wide mowing:

Brightview Landscape Services
Cornerstone Maintenance and Landscaping
Manor Maintenance
Yellowstone Landscape

The base bid for this project includes the City Facilities- medians, esplanades and parks as further outlined on the attached Landscape Management Schedule.

Once the bids were received, a review committee was formed to score the submitting bids based on the selection criteria included in the RFP. This criteria-scoring process was designed to help Staff provide a contractor recommendation to Council, while ensuring the appropriate level of service is maintained.

During the ad-hoc committee's review process, the group ranked each bidder on the below set of criteria used for this process.

- 30% Qualifications and capability of the company providing similar services
- 10% References – Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- 30% Pricing schedule/cost of service
- 30% Past experience and history on like projects

The ad-hoc committee chose to meet with representatives of the top rated proposals. All additional information requested and received was considered as part of the proposal and evaluated as such.

During the review process, the committee concluded through the above scoring factors that Yellowstone Landscape received the most points, and therefore is receiving Staff's recommendation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As the City continues to grow and the demand for quality service increases, it is imperative that we continue our Mowing Services contract, as it is needed to assist the Parks Department in their efforts to maintain the beautification of our parks and city facilities.

RECOMMENDATIONS

Committee met with top scorers and are recommending Council award this contract to Yellowstone Landscape, and authorizing the Mayor to execute a contract for service, on the City's behalf.

ATTACHMENTS

1. Bid Amounts 2021-05
2. Score Totals 2021-05
3. Yellowstone
4. 2021-05 City Property Mowing

2021-05 City Wide Mowing Services			
Manor Maintenance	**Brightview**	**Yellowstone**	**Cornerstone Maintenance**
281-482-4548	**281-219-60110**	**281-808-0357**	**281-648-9731**
$ 569,983.93	$ 847,023.71	$ 311,280.00	$ 369,447.65

- RFP 2021-05 City Wide Mowing

CRITERIA	Max Points	Manor	Brightview	Cornerstone Maintenance	Yellowstone
1.) Qualifications and Capability	30	28.875	24	24	25.2
2.) References	10	9.625	8.3	8.125	7.5
3.) Pricing	30	16.38	11.02	25.28	30
4.) Past experience and history with like projects	30	29.625	27.9	25.125	25.2
TOTALS	**100**	**84.505**	**71.22**	**82.53**	**87.9**

*Price was evaluated by dividing the lowest price received by the price under consideration and multiplying that figure by 30.

REQUEST FOR PROPOSALS

CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES

RFP 2021-05

TM

DUE DATE: March 25, 2021- 2:00 p.m.

CITY OF FRIENDSWOOD
Attention: City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

TERMS AND CONDITIONS

Cover Letter/Executive Summary

Yellowstone Landscape – Central, Inc. began in 2008 with the unification of established, independently successful regional landscape companies. In Texas, BIO Landscape was part of this idea having served the Houston Metro since 1983. Yellowstone Landscape understands that the City of Friendswood demands a maintenance partner that is not only qualified to perform the required services, but one that has a firm business foundation and will always act as a responsible vendor. The City of Friendswood deserves a partner that has managed large landscape maintenance contracts and worked with its clients to develop mutually beneficial and successful partnerships that span across the years that is rooted and certified business in the GREATER HOUSTON METRO area.

Our firm has been providing high quality, award-winning services to communities, resorts and public sector clients across the Southern US for more than twenty years. With a strong financial position, bolstered by an established working capital partnership and one of the industry's most respected leadership teams, Yellowstone Landscape is dedicated to creating and maintaining the work proposed at a level that will inspire pride and promote a strong sense of community among the city's citizens.

Yellowstone is proud to be among the country's leaders in commercial landscaping services, with more than 1700 associates servicing more than 1500 client properties each year. We attribute our company's recent growth to several new and exciting partnerships that we have forged with clients across The Southern US. Partnerships with communities, cities, counties, school districts, private colleges and universities across the Southern US have prepared Yellowstone Landscape to effectively manage your city's areas at the levels that you expect.

We know that what we do is important, but we also know that how we do it is where lasting relationships are built. We deliver our services through teams of dedicated Landscape Professionals. Our service crews receive ongoing horticultural training in addition to regular safety training, continuously improving our operating practices and working safely for our clients. This includes training our crew members to be respectful, making certain that they always remain in their provided uniform attire and that their behavior when interacting with your students and staff is always appropriately workmanlike.

We recruit our Account and Operations Managers from the South's leading Agricultural and Horticultural colleges and universities. We train them to provide great customer service, so they understand your expectations and communicate with you effectively and professionally.

What sets Yellowstone Landscape apart from other commercial landscaping firms is not our size, our equipment, or our facilities. What sets us apart is the service philosophy that we've developed, based on our clients' feedback. Our clients are some of the South's most demanding properties. Tailoring our approach to their unique needs and expectations are how we have come to realize that our success is directly linked to our clients' success.

Should Yellowstone Landscape be selected as City of Friendswood's maintenance partner, our service crews would operate from our Southeast Branch (4847 Timber Creek Dr) location, one of four locations we operate from in the Houston Metro area. Office Phone: 713-774-6621 Hours of Operation: Monday-Saturday, 7:00am-5:00pm. Designated Contact for City of Friendswood – David Wichlacz, Branch Manager; Email: dwichlacz@yellowstonelandscape.com .

Safety - It's Everyone's Responsibility
Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, clients, students, vendors and other visitors. We recognize that safety must start at the top and must involve ALL of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

Thank you for your time, for learning a little bit more about Yellowstone Landscape. If you have any questions, please do not hesitate to reach out as we would love to help you understand and have confidence in our proposal as much as we do here at Yellowstone Landscape.

Chris Cathey
Sr. Business Development Manager
Yellowstone Landscape – Central, Inc.
281-808-0357
ccathey@yellowstonelandscape.com

1. The City of Friendswood will accept **SEALED PROPOSALS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 - 5:00 p.m. Proposals must be received by the City Secretary before the specified hour and date of the opening. At that, time proposals shall be opened and names publicly read.

2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.

3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.

4. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offer or his authorized agent. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.

5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working day's notice prior to bid opening date.

6. **Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a proposal.**

7. **QUOTE F.O.B. destination**. Price should include all costs including shipping, handling, and other related costs.

8. Proposals shall be valid for ninety (90) days from opening date.

9. The City of Friendswood is exempt from taxes. DO NOT INCLUDE TAX IN PROPOSAL.

10. The City of Friendswood reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.

11. Offeror MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the proposal in the space provided.

12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.

13. If the brochure or information included with your proposal **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.

14. NO substitutions or cancellations permitted without written approval of the City of Friendswood.

15. All offerors **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Friendswood reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror who provides goods or services at the best value for the City of Friendswood.

16. DELIVERY: Specifications indicate number of days required to place material in receiving department-designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.

17. Consistent and continued tie bidding could cause rejection of bids by the City of Friendswood and/or investigation for Anti-Trust violations.

18. If a proposal contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.

19. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.

20. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, PO BOX 1288, Friendswood, TX 77549; Attn: Accounts Payable.

21. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

INTRODUCTION

The City of Friendswood seeks proposals from qualified lawn and landscape management firms to provide renewable, annual landscape and grounds maintenance services according to best green industry practice for its City buildings, facilities, and various ROW and medians. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The City of Friendswood is a progressive suburban city conveniently located between downtown Houston and Galveston near three major airports and deep-water ports with easy thoroughfare and railway access. It has approximately 40,000 citizens and covers an area of roughly 21.2 square miles.

Contact person for additional information is Jeff **Spears, 281-996-3274 or jspears@friendswood.com .**

PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other equipment providers and as they pertain to the needs of the City's organization as defined in this document.

PROPOSAL PROCESS

Proposals will consist of qualifications, specifications, and cost components. One original, one copy, and one electronic copy on flash drive, CD, or DVD are to be submitted. The original proposal must be clearly marked and contain original signatures. Failure to mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. Faxed, email, or late proposals will not be accepted.

Information contained in the proposals must be complete and in accordance with the terms and conditions of this RFP. The information requested herein and the format in which it is requested is essential to permit prompt evaluation of proposals on a fair and uniform basis. The City reserves the right to declare a proposal non-responsive and reject any proposal in which the material presented is not furnished or where indirect or incomplete answers are provided.

The City also reserves the right to reject any or all of the proposals received, to negotiate with the most qualified proposer based solely on proposal, or to cancel this RFP in part or wholly without explanation to proposers. The City may elect to interview only a select number of proposers at its own discretion.

PROJECT TIMELINE

Request for Proposals Issued	March 3, 2021

Mandatory Pre-proposal Meeting	March 11, 2021, 9:00 am
Deadline for Submitting Questions	March 15, 2021; 10:00 am
Proposal Submission Deadline	March 25, 2021; 2:00 pm
Anticipated Award of Contract	May 3, 2021

PRE-PROPOSAL MEETING

There will be a **mandatory** pre-proposal meeting on March 11, 20211 at 9:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City. In addition, a tour of areas to be mowed will be given during the second part of the proposal meeting. Allow 3 hours for the meeting and tour.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

AUDIT

Contractor shall provide the City of Friendswood a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws, City Ordinances, and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

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 entity and who has an employment of 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:

https://www.ethics.state.tx.us/forms/CIQ.pdf

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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 (RFP 2018-02). 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

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 30-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2021-05, CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES**. The RFP shall be addressed to the City of Friendswood, Attention: City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until 2:00 **pm, Thursday, March 25, 2021**, at which time the RFPs will be publicly opened and vendors' names read aloud.

Submit to:

CITY OF FRIENDSWOOD

ATTN: CITY SECRETARY

910 S. FRIENDSWOOD DRIVE

FRIENDSWOOD, TX 77546

RFP 2021-05

CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES

SPECIFICATIONS

SCOPE OF WORK

The City of Friendswood seeks proposals from qualified vendors to provide all equipment, materials, labor, and transportation necessary to provide Lawn Mowing and Maintenance Services to City Properties and various other locations specified in this RFP.

- **Mowing** - All grass will be mowed according to the Landscape Management Schedule (LMS) located in this RFP.
- **Edging** - All concrete curbs, sidewalks and driveways will be edged, kept straight, and clean according to LMS for facility.
- **Finish Trim** – All areas will be kept as neat as possible by using a weed eater to finish lawn around trees, signs, parked cars, and any object that cannot be moved.
- **Existing Plants** - Maintain them by pruning, mulching, trimming and general care to all trees, shrubs and plants. All diseased or dying plants must be replaced.
- **Weeding Flower Beds** – This shall always be done by hand and not by weed eater equipment.
- **Shrubbery** – Trimmed by hedge trimmers only and not by a weed eater or other ulterior methods. Inspected weekly, trimmed as needed at all locations.

- **Leaves** – All leaves on the ground will be mowed or mulched, excessive leaves need to be bagged and removed.
- **Color Service** - Color is to be installed twice per year and maintained weed free. Prior to installation, planters are to be augmented with an organic soil amendment, and a time-release fertilizer that will promote a healthy plant throughout the season. Plants/flowers are to be planted at a 6" radius. Any plants that do not thrive are to be replaced with new plants of the same or reasonable substitute. Minor adjustments to plant irrigation i.e. sprinkler adjustments, and irrigation run times are to be performed by the contractor. Contractor shall notify the "City" immediately if issues arise regarding inadequate watering that needs to be addressed. (See ** in **FACILITY LOCATIONS)**.
- **Rye Grass** – Rye grass will be perennial. All locations are to be services at 4 lbs. /1000 sq. ft. The exceptions are the Centennial Park Fields will be 5 lbs. /1000 sq. ft. and Stevenson Park will be 6 lbs. /1000 sq. ft. Show product label and provider of rye grass, prior to application.
- **Blowing Grass** – Clippings and other lawn debris shall not be blown into the street or down storm drains.
- **Trash Pickup** – Area to be mowed should have debris removed before mowing.
- **Additional Services** - Services will vary according to location but may include mulching, pruning, Rye Grass application, fertilizers, insecticides, and adding seasonal color. These will be addressed in the LMS and vendor will work with City Staff for proper time of service. Services will also include trimming and pruning of shrubbery to maintain a uniform appearance. Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only. Please show product label and provider of pesticide to city before application.
- **Mulch** – Mulch will be hardwood and with a minimum depth of 3" depending on location and staff guidance. Needs to be a 5' radius around trees. Keep in mind not to create a large mound at the base of the tree, which restricts soil oxygen exchange with the tree and its roots, and do not cover plants.

REFERENCES

Proposals shall include a minimum of three (3) clients to whom the vendor has supplied this service. Government entities are preferred.

PERFORMANCE

The successful contractor shall satisfactorily perform the work and services at the requested frequencies during the hours specified herein. Evaluations for contract renewal will be based upon frequencies and methods of performances as well as results.

INSTRUCTIONS TO PROPOSERS

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration.

1. **Statement of Compliance**

By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in this RFP.

2. **Experience**

Describe the experience of the firm and the individuals assigned with related projects of similar nature. Provide at least three references.

3. **Qualifications**

Describe your staff's unique qualification and training for this type of work.

4. **Schedule**

Describe your plan/schedule for completing the work.

5. **Price**

Please include as much line item detail pricing as possible for items included in the proposal.

6. **Licenses and Certifications**

Include copies of all licenses and certifications, which should be State of Texas Irrigation License, State of Texas Herbicide/Pesticide Chemical Applicators License, and Certificate of Liability Insurance form.

EVALUATION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and make a selection:

- 30% Qualifications and capability of the company providing similar services

- 10% References – Respondents shall provide a minimum of three (3) references for which two must be current clientele, you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.

- 30 % Pricing schedule/cost of service

- 30 % Past experience and history on like projects

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

TERM OF CONTRACT AND OPTION TO EXTEND

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed for two (2) additional one-year contracts on an annual basis, after the initial three (3) year period for a possible total of five (5) altogether. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to

Extend will not be considered if funding is unavailable or if the contractor is past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for accommodating an increase in the contractor's cost, not profits.

Additionally, the Offeror understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Offeror was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO AWARD OF THE PROPOSAL THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employer's Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $500,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $500,000 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage is afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits;

CONDUCT OF WORK

A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.

B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business. Schedule for mowing and maintenance will be dictated by the City.

C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

D. When performing lawn maintenance, the speed of the riding mowing equipment should be at an acceptable rate and workers will display caution especially around areas where pedestrians are present.

E. Subcontracting mowing or maintenance responsibilities is not allowed.

PROTECTION AND DAMAGES

A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.

B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).

C. Discharge chute guards on mowing equipment must always be engaged to prevent damage to property and people. It is there to deflect debris and cover the mower's blade.

FACILITY LOCATIONS

FACILITY	ADDRESS	SERVICES NEEDED
Activity Building	416 Morningside	42 cuts per year. Color service **. Mulch <> will be installed once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants once per year.
Girl Scout House	Adjacent to Activity Building	42 cuts per year. Fertilizer and insecticide bait will be applied to lawn twice per year.
Annex Lot	Adjacent to Activity Building 109 E Willowick	42 cuts per year.
Bay Area Blvd. Medians	Bay Area Blvd.	42 cuts per year.
Beamer Sign	Beamer at 2351	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants twice per year.
Blackhawk Medians	Blackhawk	42 cuts per year

Blackhawk Median Sign	Blackhawk at 2351	42 cuts per year. Color service **. Trim shrubs regularly. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants twice per year.
Forest Bend Median/Townes Rd Median		42 cuts
Eldorado Sign	Eldorado and Friendswood Link	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants twice per year.
Friendswood City Hall	910 S. Friendswood Drive	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Crepe Myrtles will be trimmed annually in January.
Fire Station #1	1610 Whitaker	42 cuts per year. Mulch <> will be applied once a year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Swimming Pool	900 Cedarwood	42 cuts per year. Color service ** in front flowerbeds. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Stevenson Park	1000 S. Friendswood Dr.	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42 cuts per year

Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42 cuts per year
Killarney Right of Way	Killarney	42 cuts per year
Fire Station #2	2605 W. Parkwood Dr.	42 cuts per year.
Fire Station #3	4302 Laura Leigh Dr.	42 cuts per year.
Fire Station #4	111 Woodlawn	42 cuts per year. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.)will be applied to lawn twice per year.
Leavesly Park (Hangar)	901 Buckingham	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.)will be applied to lawn twice per year.
City Library	416 S. Friendswood Drive	42 cuts per year. Maintain existing plants. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Public Works (entire campus)	15355 Blackhawk	42 cuts per year. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Centennial Park	2200 S. Friendswood Drive	11 Sports fields to be mowed twice a week (Monday & Thursday (common areas only on Thursday), fertilized quarterly. 42 cuts per year. Sport Fields will be mowed at a height of 1.25 inches. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to sports fields only. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.

Corporal Steven Schulz Sportspark (entire campus)	2910 W. Parkwood	42 cuts per year for adult fields and common areas, **NOT** fields 5-8. Mowing height will be 2.5" (subject to change based on contractor settings). Also, mowing will be done in alternating mowing paths every other cut. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to adult fields only. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Animal Control	3000 W. Parkwood	42 cuts per year. Trim shrubs regularly. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to front only. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42 cuts per year. Color service **. 2" Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants once per year.
Pearland Entry Sign	Located off 518 on the Westside of Friendswood at the Friendswood/Pearland border.	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants once per year.
Friendswood Lake Park	2533 Davis Prairie Lane	42 cuts per year. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Weed down to the waters edge.
Lake Friendswood addition along Sierra Madre St		42 Cuts per year
Leisure Lane Medians	Leisure Lane	42 cuts per year
Disc Golf Course 518 Medians	220 Shadwell Located on 518 throughout Friendswood	42 cuts per year. 42 cuts per year. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Trim

		when weeding, will damage drip irrigation.
Friendswood Police Department	1600 Whitaker	42 cuts per year. Color service ** for campus and entrance median. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye grass will be applied once per year but only in front. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
2351 Medians	Located on 2351 from 518 East to Beamer	42 cuts per year. Mulch <>will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Trim trees and roses when needed. Do not use hand tools when weeding, will damage drip irrigation.
2351 ROW	Located on 2351 from 518 East to Beamer	42 cuts per year
Renwick Park	205 Stadium Dr	42 cuts per year, only common areas outside the fields. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Stanley Ct Median		42 Cuts per year

** **Color** is to be installed twice per year and maintained weed free. Prior to installation, planters are to be augmented with an organic soil amendment, and a time release fertilizer that will promote a healthy plant throughout the season. Any plants that do not thrive are to be replaced with new plants of the same or reasonable substitute. Minor adjustments to plant irrigation i.e. sprinkler adjustments, and irrigation run times are to be performed by the contractor. Contractor shall notify the "City" immediately if issues arise regarding inadequate watering that needs to be addressed.

<> **Mulch** is to be installed at a minimum depth of 2" unless directed by City staff or normal site depth is more.

Alternate add-on

- **Forest Bend Park** (located at 4300 Laura Leigh) - 11 acres 42 cuts per year. Perennial Rye grass, fertilizer, and insecticide to be applied twice per year. Spring/Summer 2022

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

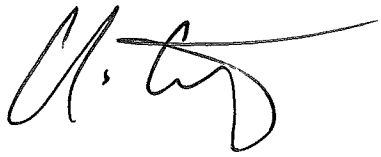
Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY: Yellowstone Landscape

(OFFICIAL Firm Name)

By: Chris Cathey - Yellowstone Landscape

(Original Signature) **Must be signed to be considered responsive**



(Typed or Printed Name) Chris Cathey

(Title) Sr. Business Development Manager (Date) 03/22/2021

Remittance Address: 10892 Shadow Wood, Houston, TX 77043

(City, State and Zip Code)

YELLOWSTONE LANDSCAPE

City of Friendswood

RFP 2021-05

03/24/2021

City Property Lawn Mowing and Maintenance Services

Pricing

	Monthly Cost	Months	Yearly Cost
PARKS	$10,635.40	12	$127,624.80
ROW	$ 8,300.80	12	$ 99,609.60
FACILITIES	$ 7,003.80	12	$ 84,045.60
Total	$25,940.00		$311,280.00
Add Alternate			
Forest Bend	$ 2,117.50	12	$ 25,410.00
Note: Proposal/Pricing inlcudes the following noted amounts of materials annually:			
Hardwood Mulch X 1			275 yds
Annual Flowers X 2			3,168 (4") pots

Phone #: (__) 281-808-0357

Fax #: (___) 713-690-6461

E-Mail Address: ccathey@yellowstonelandscape.com

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

1) _____ date acknowledged

2) _____ date acknowledged

3) _____ date acknowledged

Form 1: Statement of Organization

1. Proposer

Full Name of Business: Yellowstone Landscape

Principal Business Address: 10892 Shadow Wood
Houston, TX 77043

Principal Phone Number: 713-462-8552

Local Business Address: 4847 Timbercreek
Houston, TX

Local Business Contact: Chris Cathey

Local Business Phone: 281-808-0357

Local Business Fax: 713-690-6461

Local Business E-mail: ccathey@yellowstonelandscape.com

Type of Organization: Corporation

Tax ID #: 76-0340243

License #: N/A

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) Jim Sivils

(b) Bryan Hose

(c) Chris Cathey

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	Yellowstone Landscape will self perform all work proposed.		
(b)			
(c)			
(d)			

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid 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 Yellowstone Landscape is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name Chris Cathey

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)

and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
	None	

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company Yellowstone Landscape

Agent Chris Cathey

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:

Yellowstone Landscape has over 500+ Employees Locally within the Houston Metroplex. With a local fulltime HR Director we are always hiring for retention to match our growth in the area. Please see Technical Submittal for further/detailed info on Yellowstone's Availability.

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

Yellowstone Landscape has a expansive list of current assets varying from all types landscape related equipment. We have budgeted to purchase new equipment to support this growth if we are selected your contractor. The order time is of no concern as we are approved contractors with many of our local and national vendors. Please see Technical Submittal for further/detailed info on Equipment for this project.

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:

Yellowstone Landscape has identified multiple varying personnel requirements for this project. At ar given moment we could have 3 men performing detail to a total of 15 field workers depending on th work needing performed that week. We normally setup our projects with task specific employees. Grounds Workers, Chemical Applicators, Irrigation Inspectors, and Enhancement Workers are not tl one in the same employee. Please see Technical Submittal for further detail of perosonnel.

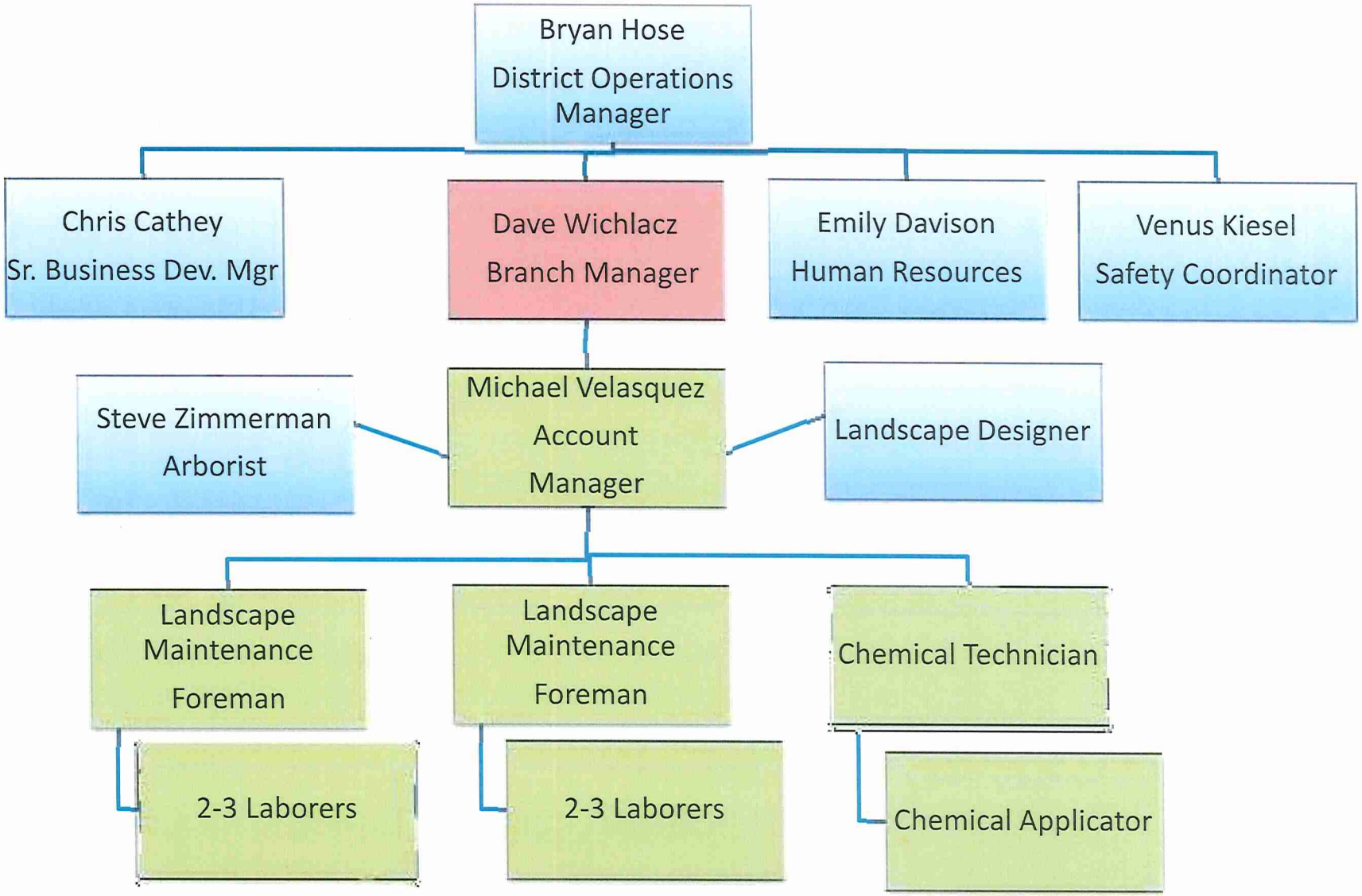
(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources:

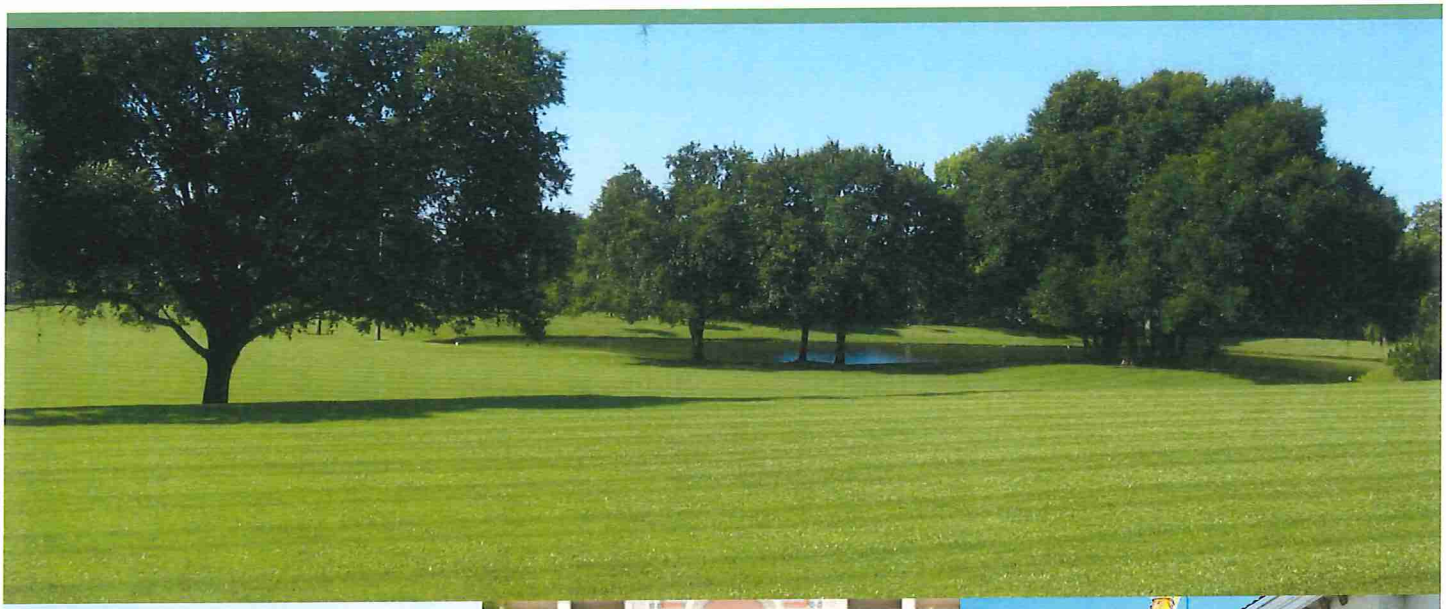
In addition to the scope identified, Yellowstone Landscape also offers in house landscape designers Tree/Plant Nusery, Arbor Crews, and Landscape Installation to name a few. All mentioned have industry related certifications where necessary.

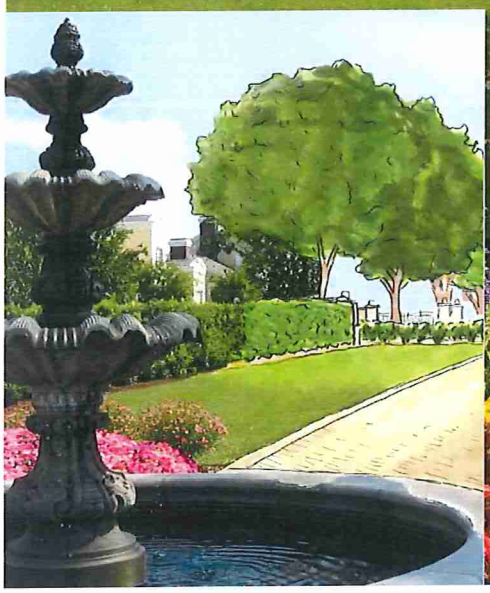
(Identify any other resources to be allocated to complete contract performance)

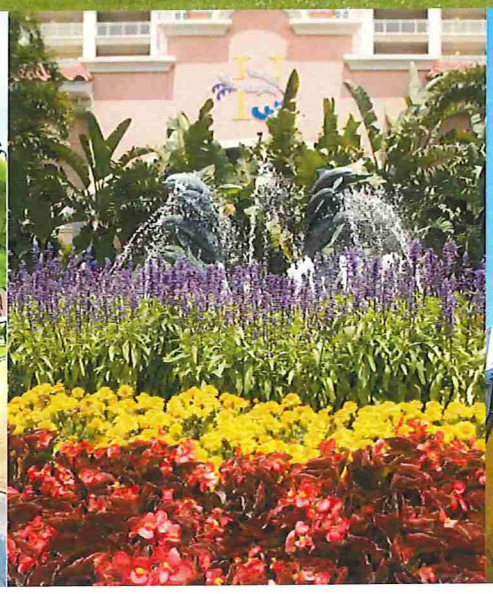
Yellowstone Landscape
City of Friendswood
Mowing and Maintenance Project Chart



YELLOWSTONE
LANDSCAPE









Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies.

We've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, and tree care services.

As one of the landscape industry's fastest growing and most awarded commercial landscaping companies, we are proud to serve more than three thousand client properties from our local branch facilities, across the South and Southwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

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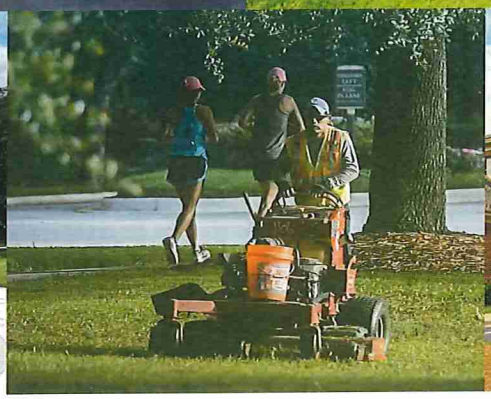
Landscape Maintenance

YELLOWSTONE LANDSCAPE











Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to looks its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program.**

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into **your Plan for Success™.**

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities.** If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it.**

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Trusted Across the South and Southwest

YELLOWSTONE LANDSCAPE





Yellowstone Landscape serves our clients from local branch locations across the South and Southwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, and tree care.

Local operating teams are supported by the collective strength of a national leader in commercial landscaping services. We empower our local leaders to make decisions in the best interests of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. Just do what's right.

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to more than three thousand clients across the South and Southwest.

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Proud to Serve Houston

YELLOWSTONE
LANDSCAPE



Excellence in Commercial Landscaping for Your Houston Area Properties

Yellowstone Landscape is proud to serve Houston's commercial landscaping needs from four branch locations across the area. With **more than 700 local employees**, we're the leading commercial landscape firm in the greater Houston area, and in the state of Texas.

We offer landscape design, landscape installation, tree care, and integrated landscape maintenance services to some of the area's most beautiful homeowner associations, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail centers.

Our local service teams are ready to provide you with **Houston's most professional and responsive commercial landscaping services**, always tailored to your needs and expectations.

Houston-North
3502 Treaschwig Road
Humble, TX 77338
936.321.2044

Houston-Central
10892 Shadow Wood Drive
Houston, TX 77043
713.462.8552

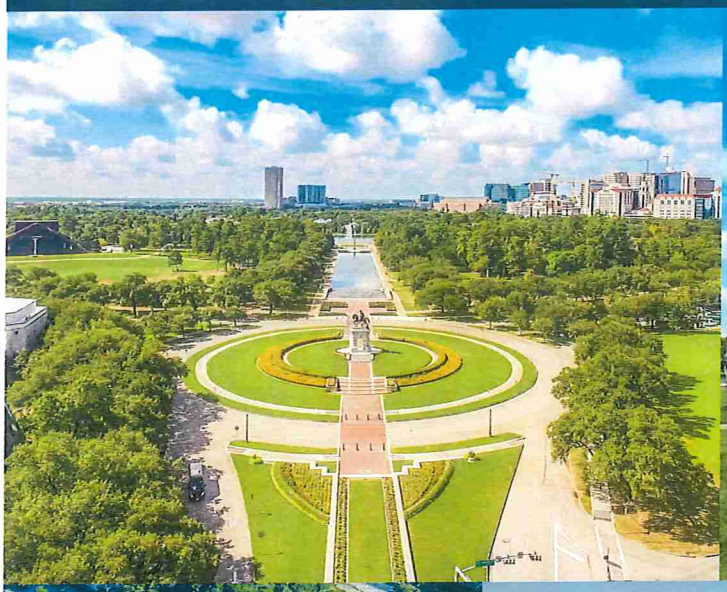
Houston-Southwest
9570 S Sam Houston Pkwy W
Houston, TX 77071
713.774.6621

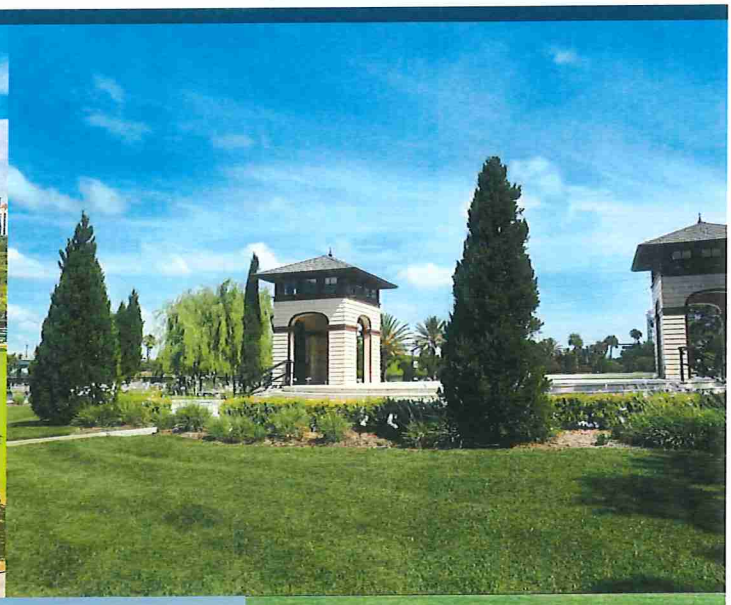
Houston-Southeast
4847 Timbercreek Drive
Houston, TX 77017
713.774.5775

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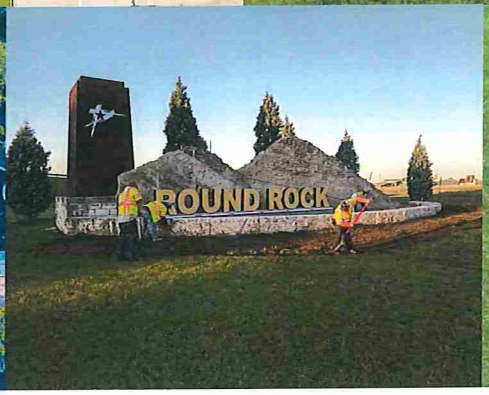
Services for Public Sector Clients

YELLOWSTONE LANDSCAPE











We are proud to serve Public Sector clients across the South, and to be a part of some tremendously successful projects beautifying our local communities. **We understand the challenges that local governments and agencies face in managing their public green spaces.**

Public parks, trails, and streetscapes create unique opportunities to enrich the lives of your community's residents. Investing in professional landscape services delivers a consistently high-quality appearance, and does so at a lower cost than in-house grounds maintenance services. .

Our professional landscaping services offered to Public Sector clients include award-winning Landscape Design and Installation teams, ready to deliver beautiful landscape enhancements and installations. When we continue to maintain the project for you, we can even extend our normal warranty on installed plant materials.

We'll also work with you to identify any possible liabilities or hazards in your community's public spaces. With services like raising tree canopies and making sure drains are kept clear of debris, our Landscape Professionals partner with you to keep your residents safe from hazards. And, in case of a natural disaster or extreme weather event, our crews will be there to assist with clean up after the storms have passed.

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Our Fleet Vehicles and Equipment

YELLOWSTONE LANDSCAPE



Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 1000 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

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CERTIFICATE OF LIABILITY INSURANCE

4/1/2021

DATE (MM/DD/YYYY) 3/9/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472881 YLG Holdings, Inc. 3235 N State Street P.O. Box 849 Bunnell FL 32110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Starr Indemnity & Liability Company — 38318 INSURER B : Great American Insurance Company — 16691 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES MAIN **CERTIFICATE NUMBER:** 17388241 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Pesticide&Herbicide X Ltd Pollution Cov GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	N	N	1000100115201	4/1/2020	4/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	100063930220	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ $0	N	N	TUU 2545544 02	4/1/2020	4/1/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	100 0004098 (TX) 100 0004099 (FL) 100 0004100 (AZ, NC) 100 0004101 (GA,NM,NV,SC)	4/1/2020 4/1/2020 4/1/2020 4/1/2020	4/1/2021 4/1/2021 4/1/2021 4/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

For Reference Only

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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List of Named Insured's:

Yellowstone Holdings, LLC

Yellowstone Intermediate Holdings Inc
YLG Holdings, Inc
Yellowstone Landscape Inc
Ecoscape Solutions Group LLC
YLCSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape - Southeast
Texas Services, LLC
BLSW LLC
Yellowstone Landscape - Central, Inc
ALSW, LLC
ELSW, LLC
Leaderscape Palm Beach, LLC
SLM Holdings, LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Native Land Design, LLC
LUSA Austin, LLC
Florida Landscape Consultants, LLC
Harvest Partners VIII, L.P.
Elk Parent Holdings
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
Southeast Landscape Management Company, LLC

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2021-730590

Date Filed:
03/25/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Yellowstone Landscape
Houston, 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.
2021-05
City Property Lawn Mowing and Maintenance Services

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. [X]

6 UNSWORN DECLARATION

My name is Chris Cathey, and my date of birth is 11/18/1980.

My address is 1504 Fallen Oak Ct. (street), Pearland (city), TX (state), 77581 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazoria County, State of Texas, on the 25 day of March (month), 20 21 (year).

Signature of authorized agent of contracting business entity
(Declarant)

REQUEST FOR PROPOSALS

CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES

RFP 2021-05

DUE DATE: March 25, 2021- 2:00 p.m.

CITY OF FRIENDSWOOD
Attention: City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

TERMS AND CONDITIONS

1. The City of Friendswood will accept **SEALED PROPOSALS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 - 5:00 p.m. Proposals must be received by the City Secretary before the specified hour and date of the opening. At that, time proposals shall be opened and names publicly read.
2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.
3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.
4. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offer or his authorized agent. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working day's notice prior to bid opening date.
6. **Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a proposal.**
7. **QUOTE F.O.B. destination**. Price should include all costs including shipping, handling, and other related costs.
8. Proposals shall be valid for ninety (90) days from opening date.
9. The City of Friendswood is exempt from taxes. DO NOT INCLUDE TAX IN PROPOSAL.
10. The City of Friendswood reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the proposal in the space provided.
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your proposal **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.

14. NO substitutions or cancellations permitted without written approval of the City of Friendswood.

15. All offerors **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Friendswood reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror who provides goods or services at the best value for the City of Friendswood.

16. DELIVERY: Specifications indicate number of days required to place material in receiving department-designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.

17. Consistent and continued tie bidding could cause rejection of bids by the City of Friendswood and/or investigation for Anti-Trust violations.

18. If a proposal contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.

19. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.

20. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, PO BOX 1288, Friendswood, TX 77549; Attn: Accounts Payable.

21. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

INTRODUCTION

The City of Friendswood seeks proposals from qualified lawn and landscape management firms to provide renewable, annual landscape and grounds maintenance services according to best green industry practice for its City buildings, facilities, and various ROW and medians. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The City of Friendswood is a progressive suburban city conveniently located between downtown Houston and Galveston near three major airports and deep-water ports with easy thoroughfare and railway access. It has approximately 40,000 citizens and covers an area of roughly 21.2 square miles.

Contact person for additional information is Jeff **Spears, 281-996-3274 or jspears@friendswood.com .**

PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other equipment providers and as they pertain to the needs of the City's organization as defined in this document.

PROPOSAL PROCESS

Proposals will consist of qualifications, specifications, and cost components. One original, one copy, and one electronic copy on flash drive, CD, or DVD are to be submitted. The original proposal must be clearly marked and contain original signatures. Failure to mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. Faxed, email, or late proposals will not be accepted.

Information contained in the proposals must be complete and in accordance with the terms and conditions of this RFP. The information requested herein and the format in which it is requested is essential to permit prompt evaluation of proposals on a fair and uniform basis. The City reserves the right to declare a proposal non-responsive and reject any proposal in which the material presented is not furnished or where indirect or incomplete answers are provided.

The City also reserves the right to reject any or all of the proposals received, to negotiate with the most qualified proposer based solely on proposal, or to cancel this RFP in part or wholly without explanation to proposers. The City may elect to interview only a select number of proposers at its own discretion.

PROJECT TIMELINE

Request for Proposals Issued	March 3, 2021
Mandatory Pre-proposal Meeting	March 11, 2021, 9:00 am
Deadline for Submitting Questions	March 15, 2021; 10:00 am
Proposal Submission Deadline	March 25, 2021; 2:00 pm
Anticipated Award of Contract	May 3, 2021

PRE-PROPOSAL MEETING

There will be a **mandatory** pre-proposal meeting on March 11, 2021l at 9:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City. In addition, a tour of areas to be mowed will be given during the second part of the proposal meeting. Allow 3 hours for the meeting and tour.

REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

AUDIT

Contractor shall provide the City of Friendswood a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

COMPLIANCE WITH LAWS

Offeror shall comply with all Federal and State laws, City Ordinances, and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

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 entity and who has an employment of 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:

https://www.ethics.state.tx.us/forms/CIQ.pdf

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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 (RFP 2018-02). 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

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 30-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2021-05, CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES**. The RFP shall be addressed to the City of Friendswood, Attention: City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until 2:00 **pm, Thursday, March 25, 2021**, at which time the RFPs will be publicly opened and vendors' names read aloud.

Submit to:

CITY OF FRIENDSWOOD

ATTN: CITY SECRETARY

910 S. FRIENDSWOOD DRIVE

FRIENDSWOOD, TX 77546

RFP 2021-05

CITY PROPERTY LAWN MOWING AND MAINTENANCE SERVICES

SPECIFICATIONS

SCOPE OF WORK

The City of Friendswood seeks proposals from qualified vendors to provide all equipment, materials, labor, and transportation necessary to provide Lawn Mowing and Maintenance Services to City Properties and various other locations specified in this RFP.

- **Mowing** - All grass will be mowed according to the Landscape Management Schedule (LMS) located in this RFP.
- **Edging** - All concrete curbs, sidewalks and driveways will be edged, kept straight, and clean according to LMS for facility.
- **Finish Trim** – All areas will be kept as neat as possible by using a weed eater to finish lawn around trees, signs, parked cars, and any object that cannot be moved.
- **Existing Plants** - Maintain them by pruning, mulching, trimming and general care to all trees, shrubs and plants. All diseased or dying plants must be replaced.
- **Weeding Flower Beds** – This shall always be done by hand and not by weed eater equipment.
- **Shrubbery** – Trimmed by hedge trimmers only and not by a weed eater or other ulterior methods. Inspected weekly, trimmed as needed at all locations.
- **Leaves** – All leaves on the ground will be mowed or mulched, excessive leaves need to be bagged and removed.
- **Color Service** - Color is to be installed twice per year and maintained weed free. Prior to installation, planters are to be augmented with an organic soil amendment, and a time-release fertilizer that will promote a healthy plant throughout the season. Plants/flowers are to be planted at a 6” radius. Any plants that do not thrive are to be replaced with new plants of the same or reasonable substitute. Minor adjustments to plant irrigation i.e. sprinkler adjustments, and irrigation run times are to be performed by the contractor. Contractor shall notify the "City" immediately if issues arise regarding inadequate watering that needs to be addressed. (See ** in **FACILITY LOCATIONS)**.
- **Rye Grass** – Rye grass will be perennial. All locations are to be services at 4 lbs. /1000 sq. ft. The exceptions are the Centennial Park Fields will be 5 lbs. /1000 sq. ft. and Stevenson Park will be 6 lbs. /1000 sq. ft. Show product label and provider of rye grass, prior to application.

- **Blowing Grass** – Clippings and other lawn debris shall not be blown into the street or down storm drains.
- **Trash Pickup** – Area to be mowed should have debris removed before mowing.
- **Additional Services** - Services will vary according to location but may include mulching, pruning, Rye Grass application, fertilizers, insecticides, and adding seasonal color. These will be addressed in the LMS and vendor will work with City Staff for proper time of service. Services will also include trimming and pruning of shrubbery to maintain a uniform appearance. Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only. Please show product label and provider of pesticide to city before application.
- **Mulch** – Mulch will be hardwood and with a minimum depth of 3" depending on location and staff guidance. Needs to be a 5' radius around trees. Keep in mind not to create a large mound at the base of the tree, which restricts soil oxygen exchange with the tree and its roots, and do not cover plants.

REFERENCES

Proposals shall include a minimum of three (3) clients to whom the vendor has supplied this service. Government entities are preferred.

PERFORMANCE

The successful contractor shall satisfactorily perform the work and services at the requested frequencies during the hours specified herein. Evaluations for contract renewal will be based upon frequencies and methods of performances as well as results.

INSTRUCTIONS TO PROPOSERS

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration.

1. **Statement of Compliance**

By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in this RFP.

2. **Experience**

Describe the experience of the firm and the individuals assigned with related projects of similar nature. Provide at least three references.

3. **Qualifications**

Describe your staff's unique qualification and training for this type of work.

4. **Schedule**

Describe your plan/schedule for completing the work.

5. **Price**

Please include as much line item detail pricing as possible for items included in the proposal.

6. **Licenses and Certifications**

Include copies of all licenses and certifications, which should be State of Texas Irrigation License, State of Texas Herbicide/Pesticide Chemical Applicators License, and Certificate of Liability Insurance form.

EVALUATION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and make a selection:

- 30% Qualifications and capability of the company providing similar services
- 10% References – Respondents shall provide a minimum of three (3) references for which two must be current clientele, you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- 30 % Pricing schedule/cost of service
- 30 % Past experience and history on like projects

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

TERM OF CONTRACT AND OPTION TO EXTEND

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed for two (2) additional one-year contracts on an annual basis, after the initial three (3) year period for a possible total of five (5) altogether. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to

Extend will not be considered if funding is unavailable or if the contractor is past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for accommodating an increase in the contractor's cost, not profits.

Additionally, the Offeror understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Offeror was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO AWARD OF THE PROPOSAL THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employer's Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $500,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $500,000 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage is afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits;

CONDUCT OF WORK

A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.

B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business. Schedule for mowing and maintenance will be dictated by the City.

C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

D. When performing lawn maintenance, the speed of the riding mowing equipment should be at an acceptable rate and workers will display caution especially around areas where pedestrians are present.

E. Subcontracting mowing or maintenance responsibilities is not allowed.

PROTECTION AND DAMAGES

A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.

B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).

C. Discharge chute guards on mowing equipment must always be engaged to prevent damage to property and people. It is there to deflect debris and cover the mower's blade.

FACILITY LOCATIONS

FACILITY	ADDRESS	SERVICES NEEDED
Activity Building	416 Morningside	42 cuts per year. Color service **. Mulch <> will be installed once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants once per year.
Girl Scout House	Adjacent to Activity Building	42 cuts per year. Fertilizer and insecticide bait will be applied to lawn twice per year.
Annex Lot	Adjacent to Activity Building 109 E Willowick	42 cuts per year.

Bay Area Blvd. Medians	Bay Area Blvd.	42 cuts per year.
Beamer Sign	Beamer at 2351	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants twice per year.
Blackhawk Medians	Blackhawk	42 cuts per year
Blackhawk Median Sign	Blackhawk at 2351	42 cuts per year. Color service **. Trim shrubs regularly. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants twice per year.
Forest Bend Median/Townes Rd Median		42 cuts
Eldorado Sign	Eldorado and Friendswood Link	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants twice per year.
Friendswood City Hall	910 S. Friendswood Drive	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Crepe Myrtles will be trimmed annually in January.
Fire Station #1	1610 Whitaker	42 cuts per year. Mulch <> will be applied once a year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.

Swimming Pool	900 Cedarwood	42 cuts per year. Color service ** in front flowerbeds. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Stevenson Park	1000 S. Friendswood Dr.	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42 cuts per year
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42 cuts per year
Killarney Right of Way	Killarney	42 cuts per year
Fire Station #2	2605 W. Parkwood Dr.	42 cuts per year.
Fire Station #3	4302 Laura Leigh Dr.	42 cuts per year.
Fire Station #4	111 Woodlawn	42 cuts per year. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.)will be applied to lawn twice per year.
Leavesly Park (Hangar)	901 Buckingham	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.)will be applied to lawn twice per year.

City Library	416 S. Friendswood Drive	42 cuts per year. Maintain existing plants. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Public Works (entire campus)	15355 Blackhawk	42 cuts per year. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Centennial Park	2200 S. Friendswood Drive	11 Sports fields to be mowed twice a week (Monday & Thursday (common areas only on Thursday), fertilized quarterly. 42 cuts per year. Sport Fields will be mowed at a height of 1.25 inches. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to sports fields only. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Corporal Steven Schulz Sportspark (entire campus)	2910 W. Parkwood	42 cuts per year for adult fields and common areas, **NOT** fields 5-8. Mowing height will be 2.5" (subject to change based on contractor settings). Also, mowing will be done in alternating mowing paths every other cut. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to adult fields only. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Animal Control	3000 W. Parkwood	42 cuts per year. Trim shrubs regularly. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye Grass will be applied once per year to front only. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.

League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42 cuts per year. Color service **. 2" Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants once per year.
Pearland Entry Sign	Located off 518 on the Westside of Friendswood at the Friendswood/Pearland border.	42 cuts per year. Color service **. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to plants once per year.
Friendswood Lake Park	2533 Davis Prairie Lane	42 cuts per year. Mulch <> will be applied once per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Weed down to the waters edge.
Lake Friendswood addition along Sierra Madre St		42 Cuts per year
Leisure Lane Medians	Leisure Lane	42 cuts per year
Disc Golf Course	220 Shadwell	42 cuts per year.
518 Medians	Located on 518 throughout Friendswood	42 cuts per year. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Trim trees and roses when needed. Do not use hand tools when weeding, will damage drip irrigation.
Friendswood Police Department	1600 Whitaker	42 cuts per year. Color service ** for campus and entrance median. Mulch <> will be applied once per year. Fertilizer will be applied to plants twice per year. Perennial Rye grass will be applied once per year but only in front. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.

2351 Medians	Located on 2351 from 518 East to Beamer	42 cuts per year. Mulch <>will be applied once per year. Fertilizer will be applied to plants twice per year. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year. Trim trees and roses when needed. Do not use hand tools when weeding, will damage drip irrigation.
2351 ROW	Located on 2351 from 518 East to Beamer	42 cuts per year
Renwick Park	205 Stadium Dr	42 cuts per year, only common areas outside the fields. Fertilizer and insecticide (Insecticide residual to control for 6 months or longer and spot treat when needed.) will be applied to lawn twice per year.
Stanley Ct Median		42 Cuts per year

** **Color** is to be installed twice per year and maintained weed free. Prior to installation, planters are to be augmented with an organic soil amendment, and a time release fertilizer that will promote a healthy plant throughout the season. Any plants that do not thrive are to be replaced with new plants of the same or reasonable substitute. Minor adjustments to plant irrigation i.e. sprinkler adjustments, and irrigation run times are to be performed by the contractor. Contractor shall notify the "City" immediately if issues arise regarding inadequate watering that needs to be addressed.
<> **Mulch** is to be installed at a minimum depth of 2" unless directed by City staff or normal site depth is more.

Alternate add-on

- **Forest Bend Park** (located at 4300 Laura Leigh) - 11 acres 42 cuts per year. Perennial Rye grass, fertilizer, and insecticide to be applied twice per year. Spring/Summer 2022

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

_____
(OFFICIAL Firm Name)

By:

_____
(Original Signature) **Must be signed to be considered responsive**

_____
(Typed or Printed Name)

_____ _____
(Title) (Date)

Remittance

Address: _____

_____
(City, State and Zip Code)

Phone #: (__) _____

Fax #: (___) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS: 1) _____date acknowledged

2) _____date acknowledged

3) _____date acknowledged

Form 1: Statement of Organization

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

_____

Principal Phone Number: _____

Local Business Address: _____

_____

Local Business Contact: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

2. Subcontractor(s)

List of all firms participating in this proposal

Name	Address	Area of Responsibility

(a) _____

(b) _____

(c) _____

(d) _____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid 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 _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)

and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	**Item/Material/Equipment Bid**	**Reason**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company _____

Agent _____

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:

   _____

_____

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

   _____

_____

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:

   _____

_____

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources:

   _____

_____

(Identify any other resources to be allocated to complete contract performance)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/17/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on RFP 2021-09 regarding Emergency Medical Services billing and collections.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood issued RFP 2021-09 to receive proposals for Emergency Medical Service Billing and Collections. There were proposals received from: Emergicon, Insight Billing Corporation, & Life Quest Services.

All proposals were evaluated by City staff and EMS. Based on the submitted proposals, staff recommends awarding the contract to Emergicon.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

An EMS billing contractor will assist in maintaining a revenue stream for the City and EMS services.

RECOMMENDATIONS

Recommendation is made to award the contract for Emergency Medical Service Billing and Collections to Emergicon.

ATTACHMENTS

1. EMS Billing-RFP 2021
2. RFP 2021-09 EMS Billing Evaluation

CITY OF FRIENDSWOOD

OFFICE OF EMERGENCY MANAGEMENT
FIRE MARSHAL'S OFFICE

REQUEST FOR PROPOSALS

EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS

RFP: #2021-09

SUBMISSION DEADLINE DATE	June 8, 2021
SUBMISSION ADDRESS	City of Friendswood 910 South Friendswood Drive Friendswood TX 77546 (281) 996-3335



REQUEST FOR PROPOSALS

EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS
RFP# 2021 -09

The City of Friendswood is now accepting sealed proposals for Emergency Medical Service Billing and Collections.

DEADLINE

Sealed proposals must be received by **2:00 P.M., CST, TUESDAY, JUNE 8, 2021**. Applicant names of all submittals received will be read aloud on this date at City of Friendswood, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE

#2021-09 – EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS

DELIVERY ADDRESS

Please submit one (1) marked original and four (4) exact duplicate copies of your complete proposal along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Friendswood
Attention: Leticia Brysch, City Secretary
910 South Friendswood
Friendswood, TX 77546
Monday – Thursday: 8:00 a.m. to 5:30 p.m.
Friday: 8:00 a.m. to 5:00 p.m.

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT
All inquiries regarding this RFP must be made, in writing, to **JEFF SPEARS, PURCHASING COORDINATOR**, at jspears@friendswood.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

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.

DEADLINE FOR SUBMISSION OF QUESTIONS IS TUESDAY, JUNE 1, 2021 BY 5:00 P.M.

RELEASE DATE **MAY 19, 2021**



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CITY OF FRIENDSWOOD

REQUEST FOR PROPOSALS #2021-09
EMERGENCY MEDICAL SERVICE BILLING AND COLLECTIONS

A. INTRODUCTION

1. The City's primary objective with regard to EMS billing and collection of fees is to maintain the highest standard of service and professionalism in communications with the public while maximizing net revenue to the city. The City intends to select a Billing agency experienced in field data billing software and hardware, EMS billing and collections.

2. Proposals are invited from all interested and qualified companies (Proposers) to provide billing and collection services for EMS fees charged to individuals for services rendered. Specifically, the City is soliciting proposals for the services of a Contractor to bill and collect all fees incurred after the award of the RFP.

3. The successful Contractor will assume complete responsibility for their own billing system, including all necessary equipment, training, and technical support; and for receiving and translating transport records from the City's system into collectible accounts. This process includes locating and billing EMS service recipients, individual and/or third party clients, filing and collecting from Medicare/Medicaid, private insurance claims and receiving and processing payments (including prompt notification to the City regarding refunding of duplicate payments or overpayments).

   The contract will also require reporting delinquent accounts to the city; resolving fee-related inquiries and complaints from EMS users, negotiating payment plans and reporting all such activity to the City with the necessary supporting documents.

B. BACKGROUND (CURRENT OPERATIONS)

1. EMS CALL DATA

The City's Emergency Medical Service (EMS) started billing for services since January 2019. EMS calls for service are shown in the Table below:

EMS CALL DATA	
YEAR	**EMS CALLS**
2020	3,088
2019	3,041
2018	3,059
2017	2,966

On average, 60% of all calls result in transport to the nearest hospital. The department transports to any of four (4) area hospitals: HCA Clear Lake, Houston Methodist-Clear Lake, UTMB-Clear Lake and Memorial Hermann – Southeast.

The Friendswood EMS averages one hundred fifty-two (152) billable calls per month.

2. **FISCAL YEAR**

The City's Fiscal Year (FY) is October 1st through September 30th of the following year.

3. **DEMOGRAPHICS**

DEMOGRAPHIC CRITERIA		PAYOR MIX
2021 Estimated Population	40,630	
Median Age	39 years	
Median Income	$111,478	
Mean Income	$148,877	
Residents in Poverty (4.1%)	1,666	Medicaid
Residents over 65 years of age (14%)	5,688	Medicare + Supplemental
# Residents with private or public insurance	29,050	Insurance
# Residents without insurance (10.4%)	4,225	Private Pay

Data retained from https://worldpopulationreview.com/us-cities/friendswood-tx-population & https://www.ci.friendswood.tx.us/

4. **ADOPTED BILLING CHARGE MASTER**

Basic Life Support Transport (BLS)	$1,000
Advanced Life Support Level 1 (ALS 1)	$1,100
Advanced Life Support Level 2 (ALS 2)	$1,300
BLS Disposables – Flat Rate	$ 200
ALS Disposables – Flat Rate	$ 400
Oxygen	$ 125
Treat – No Transport	$ 250
Ground Mileage/Per Mile	$ 15

C. SCOPE OF SERVICES

1. The City desires to contract with a qualified Texas based firm to provide emergency medical transport billing and collection services, providing a systematic and standardized recovery process for services. The City desires a seamless method for cost recovery to serve its citizens and staff as well as insurance providers.

2. The Proposer will perform analysis of the field data and submit reports as required by this RFP.

3. Data collected will be available to the City of Friendswood for review, correction and quality assurance purposes via the internet.

4. The City requires all services necessary to bill and recover fees be provided in a professional, non-aggressive manner, protecting confidential information and acting in a respectful manner to all parties involved. Additionally, all records, tracking and reporting must be reliable, detailed and accurate.

5. The length of this contact shall be for 3 years with the option of two (1) year extensions.

D. GENERAL REQUIREMENTS

1. The City prefers a Proposer with significant EMS billing/collection experience and is capable of face-to-face meetings when desired.

2. The Proposer will be NEMSIS III (National EMS Information System) Gold Compliant.

3. The successful Proposer must currently have a software interface with the ePCR Company and must have significant experience and knowledge of the data transfer with the respondent's billing software.

4. The successful Proposer shall accept receipt of the patient data necessary for billing. The data will come from an ePCR system compatible with ESO Solutions. It is an option that the Proposer provide hardware and software for the field collection of EMS patient and billing data, and that the Proposing Agency shall receive this information via secure internet connections in order to increase the speed and efficiency of fee processing and claims submittal.

5. The successful Proposer will be furnished with the EMS chart summaries electronically.

6. The successful Proposer will provide a continual review of Medicare, Medicaid, and insurance company policies, procedures, and changes and immediately incorporate new requirements or changes into the collection effort while making appropriate recommendations to maximize recoveries for the City.

7. The successful Proposer will adhere to and implement current privacy standards of Health Insurance Portability and Accountability Act (HIPAA) requirements; follow national electronic data interchange (EDI) standards; and use national standard codes, such as, Healthcare Common Procedural Coding System (HCPCS), and Current Procedural terminology (CPT).

8. The successful Proposer will comply with all requirements of the Texas EMS and trauma Registries and comply with all requirements and rules of the Texas Data Reporting Requirements. (Health and Safety Code, Title 2, Chapter 92, Subchapter A and Texas Administrative Code, Title 25, Part 1, Chapter 103)

9. The successful Proposer will ensure that personnel handling the City of Friendswood account are certified in ICD-10-PCS coding.

10. Ability to allow agency access to patient account status, filing dates, insurance payment data information in real time on-line access.

11. The successful Proposer must be prepared with a seven (7) day notice to allow the City to conduct a complete on-site financial/process review audit.

E. Evaluation Criteria

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and the relative weight assigned to each (100 points maximum).

1. Ability to Perform Required Services – 40 points

- Strong working knowledge of billing practices, opportunities and/or challenges in the State of Texas
- Experience in EMS billing and collections

2. Unique Features or Functions of Your Proposal – 20 points

3. Quality of References – 10 points

4. Fees – 25 points

5. Overall Responsiveness to RFP/Quality of Proposal – 5 points

- The responses by the Proposer shall follow the outline as noted in Section G., Items 1-33.

F. EVALUATION PROCESS

Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. Each proposal will be reviewed independently based solely on the merits of the proposal. All proposals will be evaluated based on products reliability and ease of use, reference checks, and all Federal and state compliance issues. The City will not award this proposal based solely on financial considerations; all components will be considered.

G. PROPOSAL RESPONSE

In order to be considered responsive, the Proposer shall submit with their proposal such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner. Such documentation shall consist of no less than the following:

1. Provide a brief profile of your company to include but not limited to personnel, years involved in the industry, other areas of expertise, and Texas EMS provider customers with the size of their service.

2. Provide your specific experience in billing ambulance fees; including any information on billing for other similar governmental agencies. Include your length of time in the ambulance billing business.

3. Provide your service offering, benefits, and specific knowledge related to Texas-based EMS billing and electronic patient records.

4. Describe how you currently submit claims electronically to Medicare, Medicaid, and major private insurance companies.

5. How many bills does your company per year generate?

6. What is your turnaround time to process a bill for Medicare, Medicaid, self-pay or private insurance?

7. Discuss your quality assurance process and those firm processes that you feel generate increased collections.

8. Describe your process for evaluating and addressing outstanding accounts receivables from previous years, and anticipated outcomes and typical best practice results from your process.

9. What methods do you use to communicate with the provider?

10. Can custom reports be created based on specific criteria?

11. Describe your process to stay current on Medicare/Medicaid changes.

12. Describe the City's capabilities to see financial data in real time, including the ability to allow the city access to patient account status and other similar information in real time online access.

13. Describe how are you currently compliant with HIPAA and identify theft protection?

14. Explain the process if an ePCR is missing information such as patient's demographics, insurance, MOT, PCS, and other related information needed to submit a bill.

15. How do you handle any discrepancies noted in an ePCR?

16. Describe the policies and commitments you have in place to comply with all Federal and State laws governing insurance billing requirements.

17. Describe your policy and commitment toward providing superior customer service; including training and monitoring of your employees' performance.

18. Describe the training and certifications that are required for insurance coders in your company.

19. Do you provide support during normal business hours by phone and/or on-line? What are your hours of operation?

20. How many account representatives, coders and/or supervisors will be dedicated specifically to City accounts?

21. Describe the process used when your office receives a request for records by a lawyer or private citizen.

22. Has your company been the subject of an investigation and found guilty in a fraud or abuse case? If yes, what was the outcome?

23. Have you provided billing services for a company that has been found guilty in a fraud or abuse case? If yes, what was the outcome?

24. Describe the process for remitting collections to the City and a typical schedule per month for submitting those collections.

25. Describe how a patient's credit card transaction is secure from fraudulent activity.

26. Do you have Cyber Liability and Data Breach Response Declarations of Coverage? If so, what are your limits?

27. Describe your policy and commitment toward providing superior customer service; including training and monitoring of your employees' performance.

28. Describe how customer payments are received and how disbursements are to be handled.

29. Describe any network/Internet connectivity and bandwidth requirements including any special software requirements.

29. Describe how data is backed up and how the backups are tested (recovery testing).

30. Detail your technical support capabilities and response times to problems.

31. Do you have Errors and Omissions Liability Insurance coverage? If so, describe your coverage limits?

32. What is your General Liability coverage per occurrence?

33. **FEES/PRICING**

    Please include details for the pricing model offered as well as a projection of revenue generated for three (3) years, and provide basis and assumptions.

34. **REFERENCES**

    A minimum of three (3) references must be submitted with each bid.

ATTACHMENT A

TERMS AND CONDITIONS

MULTIPLE CONTRACTORS

The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City. In compliance with 2 CFR 200.321(b)(3), the City will consider dividing the total project requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. In compliance with 2 CFR 200.321(b)(4), the City will consider establishing alternate delivery schedules to encourage participation by small and minority businesses, and women's business enterprises.

DOCUMENTATION

Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION

The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS

Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor. Vendors will be chosen according to **Texas Local Government Code 252.043 (h).** *If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.*

After receipt of the proposals, City of Friendswood will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

COSTS TO SUBMIT

The City of Friendswood will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS

Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Proposer.

A. **WORKER'S COMPENSATION INSURANCE** as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00;

B. **EMPLOYERS LIABILITY INSURANCE** protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $100,000.00.

C. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $1,000,000.00 per each occurrence/$2,000,000.00 aggregate; Property Damage $1,000,000.00 per each occurrence;

D. **EXCESS LIABILITY INSURANCE** Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of $5,000,000.00 excess of specified limits;

E. **PERFORMANCE BOND AND PAYMENT BOND, IF REQUIRED**, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Friendswood Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: www.friendswood.com/bids. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS

Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Friendswood is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office, City of Friendswood, City Hall, shall be the official time of receipt.

ALTERING PROPOSALS

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD

The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

BECAUSE THE CITY IS A GOVERNMENTAL ENTITY THAT MUST FOLLOW STATE AND FEDERAL LAWS AND HAS AN OBLIGATION TO PROTECT ITS TAXPAYERS, THE CITY REQUIRES THAT CERTAIN TERMS BE INCLUDED IN THE CONTRACT THAT RESULTS FROM THIS SOLICITATION. YOUR RESPONSE TO THIS SOLICITATION IS AN OFFER TO CONTRACT WITH THE CITY BASED ON THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THIS SOLICITATION. IF ANY OF THE MANDATORY CONTRACT TERMS ARE UNACCEPTABLE TO YOU, PLEASE DO NOT RESPOND TO THIS SOLICITATION.

CONFLICTING PROVISIONS

The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract or document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS

The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

INDEMNIFICATION

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person of for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

CONFIDENTIALITY

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Information will not be released to the public unless a Public Information Act request is received by the City and the Texas Attorney General rules it to be released or a court orders disclosure. If a Public Information Act request is received by the City after the contract has been awarded, the City will make a good faith attempt to notify you that proprietary information may be subject to Section 552.110 of the Texas Government Code.

GOVERNING LAW AND VENUE

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS

The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Friendswood. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Friendswood, including affiliations and business and financial relationships such persons may have with City of Friendswood officers.

By doing business or seeking to do business with the City of Friendswood, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

ATTACHMENT B

TEXAS GOVERNMENT CODE REQUIREMENTS

TEXAS GOVERNMENT CODE, CHAPTER 2252

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

TEXAS GOVERNMENT CODE, CHAPTER 2271

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms "boycotts Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.



CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/1295/

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an "unsworn declaration".

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;

- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:
    - The value of the contract cannot be determined at the time the contract is executed; and
    - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.



EVALUATION SUMMARY
RFP 2021-09: EMS Billing

SCALE
1 = Very Limited 2 = Limited 3 = Acceptable 4 = Expected 5 = Exceptional

Emergicon

DEPT	Reviewer	ABILITY TO PERFORM	UNIQUE FEATURES OR FUNCTIONS	QUALITY OF REFERENCES	FEES	OVERALL RESPONSIVENESS	Totals
FMO	Mansfield, Brian	5	5	5	4	5	
FVFD	Hunter, Roy	5	5	5	4	5	
FVFD	Camp, Lisa	5	5	5	5	5	
	Total Points	15	15	15	13	15	
	Weight	40%	20%	10%	25%	5%	
	Weighted Total	1.5	0.75	0.375	0.8125	0.1875	**3.625**
	Conversion to Points	30	15	7.5	16.25	3.75	**72.5**

Lifequest Services

DEPT	Reviewer	ABILITY TO PERFORM	UNIQUE FEATURES OR FUNCTIONS	QUALITY OF REFERENCES	FEES	OVERALL RESPONSIVENESS	Totals
FMO	Mansfield, Brian	4	5	5	5	5	
FVFD	Hunter, Roy	3	1	2	3	3	
FVFD	Camp, Lisa	3	1	2	2	3	
	Total Points	10	7	9	10	11	
	Weight	40%	20%	10%	25%	5%	
	Weighted Total	1	0.35	0.225	0.625	0.1375	**2.3**
	Conversion to Points	20	7	4.5	12.5	2.75	**46.75**

Insight Billing Corp

DEPT	Reviewer	ABILITY TO PERFORM	UNIQUE FEATURES OR FUNCTIONS	QUALITY OF REFERENCES	FEES	OVERALL RESPONSIVENESS	Totals
FMO	Mansfield, Brian	2	3	4	4	4	
FVFD	Hunter, Roy	3	3	2	3	2	
FVFD	Camp, Lisa	3	3	2	3	2	
	Total Points	8	9	8	10	8	
	Weight	40%	20%	10%	25%	5%	
	Weighted Total	0.8	0.45	0.2	0.625	0.1	**2.2**
	Conversion to Points	16	9	4	12.5	2	**43.5**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/07/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on RFP 2021-13 for disaster food services.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Federal procurement encourages pre-disaster contracts for emergency related procurement. The following is for the pre-event contract that provides meal catering services to emergency responders, city staff and volunteers during emergency disaster situations.

Requests for Proposals for Meal Catering Services were published in the Friendswood Reporter News on June 9th and June 16th, 2021. Four sealed proposals where received: Lighthouse Charity Team, Deli Management, Inc, Cole Gordon Helping Hand Foundation, and SLSCO, LTD. After review of the proposals received, the selection committee recommends awarding the pre-event contract for meal catering services to the top three rated venders: Deli Management, Inc., SLSCO, LTD, and Lighthouse Charity Team.

There is no recommendation for primary, secondary, or tertiary venders. Understanding that each event is different in size, complexity, and resource availability the City will activate contracts based on event driven needs.

There is no upfront cost for this contract to be in place. (*) Funds would be appropriated only if contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Providing meals to city staff and volunteers is necessary during disaster situations. Federal procurement requires pre-event contracts be in place for Public Assistance Funds.

RECOMMENDATIONS

Staff recommends Council to authorize the Mayor to execute pre-event contracts for meal catering services with Deli Management, Inc., SLSCO, LTD, and Lighthouse Charity Team.

ATTACHMENTS

1. RFP 2021-13 Disaster Food Service Billing Evaluation Summary

2. RFP 2021-13 Disaster Food Service

EVALUATION SUMMARY
RFP 2021-13 Disaster Food Services

SCALE

1 = Very Limited 2 = Limited 3 = Acceptable 4 = Expected 5 = Exceptional

Cole Gordon - The Helping Hand Foundation

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	5	3	3	4	5	
FMO	Bender, Niki	4	3	3	4	4	
FMO	Simmons, Steven	3	2	3	3	2	
ASO	Shen, Stephen	1	1	1	1	1	
	Total Points	13	9	10	12	12	
	Weight	20%	25%	20%	25%	10%	
	Weighted Total	0.65	0.5625	0.5	0.75	0.3	**2.7625**
	Conversion to Points	13	11.25	10	15	6	**55.25**

Deli Management, Inc. DBA Jason's Deli

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	4	3	4	5	5	
FMO	Bender, Niki	4	4	3	4	5	
FMO	Simmons, Steven	3	3	3	5	4	
ASO	Shen, Stephen	4	4	3	4	5	
	Total Points	15	14	13	18	19	
	Weight	20%	25%	20%	25%	10%	
	Weighted Total	0.75	0.875	0.65	1.125	0.475	**3.9**
	Conversion to Points	15	17.5	13	22.5	9.5	**77.5**

Lighthouse Charity Team

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	5	5	3	4	5	
FMO	Bender, Niki	4	4	3	4	4	
FMO	Simmons, Steven	3	3	3	3	3	
ASO	Shen, Stephen	1	1	1	1	1	
	Total Points	13	13	10	12	13	
	Weight	20%	25%	20%	25%	10%	
	Weighted Total	0.65	0.8125	0.5	0.75	0.325	**3.0**
	Conversion to Points	13	16.25	10	15	6.5	**60.75**

SLSCO, LTD.

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	4	5	5	3	5	
FMO	Bender, Niki	5	5	5	3	5	
FMO	Simmons, Steven	4	5	4	2	4	
ASO	Shen, Stephen	3	3	4	1	4	
	Total Points	16	18	18	9	18	
	Weight	20%	25%	20%	25%	10%	
	Weighted Total	0.8	1.125	0.9	0.5625	0.45	**3.8**
	Conversion to Points	16	22.5	18	11.25	9	**76.75**

City of Friendswood, Texas

Request for Proposals

Disaster Food Services
For the City of Friendswood
RFP 2021-13

SUBMIT PROPOSALS TO:

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

Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

SUBMIT NO LATER THAN:

Friday, June 25, 2021
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2021-13

I. INVITATION

The City of Friendswood, Texas (the "City") invites the submittals of proposals ("Proposals") from qualified individuals or firms ("Respondent") interested in providing meal catering for emergency responders. Respondent is responsible for complying with all local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

The selected contractor will have a demonstrated record of work experience related to this effort, including, but not limited to, the following: providing meal services for at least 300 people multiple times per day for a minimum of three days.

II. SUBMITTAL PROCESS

Please submit one (1) marked original along with one (1) electronic copy on CD or flash drive by RFP opening time of 2:00 PM on Friday, June 25, 2021. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the contractor in a contract. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Proposals sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2021-13.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

III. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Proposal for RFP 2021-13 Disaster Food Services

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one copy of the transmittal letter shall contain the original signature in ink, by a person having authority to bind the contractor in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization, and staffing of your firm.
2. Identify the project manager and each supervisor who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's experience in working with government agencies.
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed in III.C.1. For each, please provide:

    a. Project name and location
    b. Year completed
    c. Short description of project
    d. Provide applicable references for each project.

D. Project Methodology

1. Provide a work plan that describes the firm's methodology, including a detailed project plan.
2. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the city to determine compatibility of the approach to the city's overall goals.
3. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the city. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the city.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

IV. SCOPE OF WORK

The city requires the expertise of a vendor to provide appetizing, nutritional, and well-balanced hot and cold meals at four (4) designated times a day throughout a 24-hour period during times of emergency or disaster. This service shall

continue to serve up to four (4) meals per day, per emergency worker, seven (7) days a week, per the hours of operation until such time the operation is no longer necessary as deemed by the City.

A. The vendor is responsible for:
   1. Ingredients, storage, handling, processing, packaging, preparation, staging, and clean-up before and after each meal.
   2. Kitchen equipment, staff and management, to cater 25 to 300 meals per mealtime and oversee all related activities.
   3. Sanitation equipment and supplies for the food preparation and food service areas.
   4. Sample menus that are representative of meals to be served. Additional menus may be requested at time of standby notice.
   5. Plan for restocking supplies from outside the immediate area, as local suppliers may be closed due to the disaster. Submit plan with your proposal.
   6. Any additional equipment, personnel, staff, or resources to fulfill the contract.
   7. Accurate invoices submitted to the City, at the minimum, every two days. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal.
   8. Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor and Contract Manager.

B. The City is responsible for:
   1. Facilities to prepare and serve meals (as available)
   2. Facilities to house the contractor and staff (as available)
   3. Security, if needed.
   4. Estimated count for all meals to be provided at the site
   5. Written, twenty-four (24) hour notice to shut down operations.

V. SPECIFICATIONS

A. Mealtimes (may vary upon agreement of City and Contractor during contract activation):

   1. Breakfast: 6:00 a.m. – 8:00 a.m.
   2. Lunch: 11:00 a.m. – 1:00 a.m.
   3. Dinner: 5:00 p.m. – 7:00 p.m.
   4. Midnight Meal 11:00 p.m. – 1:00 a.m.

B. Meal incidentals, to include, but not limited to:

   1. Condiments relevant to the meal period provided,
   2. Serving items: such as disposable plates, utensils, napkins,
   3. Selection of cold beverages and cups if necessary, and
   4. Other meal related items.

C. Sanitation
   1. Contractor shall comply with all applicable federal, state, and county health and safety codes related to health and food service preparation.
   2. All areas in which the contractor operates shall be cleaned and sanitized on a regular basis per standard operating procedures.
   3. Contractor shall require staff to observe proper hygiene and appropriate dress while catering/serving the City.

D. Training
   1. Culinary staff shall be competent and able to manage and supervise the preparation of all meals.

2. All staff that are involved with food preparation will have food handler's training and certification(s).

E. Documentation
1. Contractor shall maintain documentation for any and all billed items.

VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.

C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a "short list", respondents will be notified in writing of their status in the selection process. Respondents who are "short-listed" may expect and anticipate in a subsequent interview which will most likely focus not only on the respondent's program approach but also on an appraisal of the people who would be directly involved in the Project.

D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.

F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.

G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood's best interest; or (6) cancel the entire process.

H. Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation Insurance	Not less than $1,000,000
Employer's Liability	$1,000,000
Commercial General Liability – Bodily Injury	$1,000,000 per occurrence aggregate $2,000,000
Property Damage/each occurrence	$1,000,000
Comprehensive General Automobile	$1,000,000 combined single limit
Professional Liability	$1,000,000 per claim and in the aggregate

I. Indemnification – It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the city, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this contract.

J. Release – The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the city, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the contractor's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

K. Compliance with Laws – In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

L. Texas Government Code, Chapter 2252 Statement

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of

compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

M. Texas Government Code, Chapter 2270 Statement

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms “boycotts Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

_____

(OFFICIAL FIRM name)

By:

_____

(Original Signature) **Must be signed to be considered responsive.**

_____

(Typed or Printed Name)

_____ _____

(Title) (Date)

Remittance Address: _____

_____

(City, State, Zip code)

Phone #: ( ) _____

Fax #: ( ) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:	Initials	Date acknowledged
1)	_____	_____
2)	_____	_____
3)	_____	_____

STATEMENT OF ORGANIZATION

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

_____

Principal Phone Number: _____

_____

Local Business Address: _____

Local Business Contract: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

_____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a _____

(b _____

(c _____

(d _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a			
(b			
(c			
(d			

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)
(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid 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 _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

PRICING AND FEES

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name: **City of Friendswood RFP #:** 2021-13

All work to be performed as described herein and comply with
all requirements as part of the Disaster Food Services RFP.
Quantity numbers provided may not represent actual quantities.
Quantities are estimated for unit rate evaluation purposes only.

Unit Cost Proposal					
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE**	**EXTENSION**
		Bid Item A: Breakfast			
A-001	Breakfast	Unit	1		$ -
		Bid Item B: Lunch			
B-001	Lunch	Unit	1		$ -
		Bid Item C: Dinner			
C-001	Dinner	Unit	1		$ -
		Bid Item D: Midnight Meal			
D-001	Midnight Meal	Unit	1		$ -

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm _____

Agent _____

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

_____
(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:
_____

_____
(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

_____
(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

_____
(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/1295/

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an "unsworn declaration".

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

> "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
>
> "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
>
> "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
>
> "Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
> (1) receives compensation from the business entity for the person's participation;
> (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
> (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education

- A contract related to health and human services if:
    - The value of the contract cannot be determined at the time the contract is executed; and
    - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

ATTACHMENT A
PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

CONTENTS

1. Access to Records
2. Byrd Anti-Lobbying Agreement
3. Clean Air Act & Federal Water Pollution Control Act
4. Compliance with Federal Law, Regulations, and Executive Orders
5. Contract Work Hours and Safety Standards Act
6. Debarment and Suspension
7. Department of Homeland Security Seal, Logo, and Flags
8. Domestic Preferences for Procurement
9. Energy Efficiency
10. Hold Harmless Agreement
11. No Obligation by Federal Government
12. Participation by Minority & Women-owned Business Enterprises
13. Potential Conflicts of Interest
14. Procurement of Recovered Materials
15. Program Fraud and False or Fraudulent Statements or Related Acts
16. Termination for Cause & Convenience
17. Whistleblower Protection Act

1. **ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)**

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
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.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. **BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

3. **CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT**

CLEAR AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))**

Compliance with the Contract Work Hours and Safety Standards Act.

(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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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 Federal Emergency Management Administration 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. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

6. DEBARMENT AND SUSPENSION

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's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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 the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
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.

7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

In the performance of this contract, the Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

9. **ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))**

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

10. **HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 C.F.R. § 200.321)**

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 C.F.R. 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

13. **POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

14. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)**

i. 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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

16. **TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))**

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may

assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.
Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

17. **WHISTLEBLOWER PROTECTION ACT**

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

ATTACHMENT B
CERTIFICATION REGARDING LOBBYING

(Required for each Contract 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor**s** are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, _____, 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.

_____

_____
Print Name and Title of Contractor's Authorized Official

_____ _____
Signature of Contractor's Authorized Official Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
_____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
_____ b. grant	_____ b. initial award	_____ b. material change
_____ c. cooperative agreement	_____ c. post-award	
_____ d. loan		**For material change only:**
_____ e. loan guarantee		Year _____ quarter _____
f. loan insurance		Date of last report

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is Subawardee**, Enter
_____ Prime	Name and Address of Prime:
_____ Subawardee	
Tier If Known:	
Congressional District, if known:	**Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:**
	CFDA Number, *if applicable*
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:*
	$
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** (*including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure	**Signature** _____ **Print Name** _____ **Title** _____ **Telephone No.** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)**

ATTACHMENT C
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that _____, Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below**.

_____ 1 Access to Records

_____ 2 Byrd Anti-Lobbying Agreement

_____ 3 Clean Air Act & Federal Water Pollution Control Act

_____ 4 Compliance with Federal Law, Regulations, and Executive Orders

_____ 5 Contract Work Hours and Safety Standards Act

_____ 6 Debarment and Suspension

_____ 7 Department of Homeland Security Seal, Logo, and Flags

_____ 8 Domestic Preferences for Procurement

_____ 9 Energy Efficiency

_____ 10 Hold Harmless Agreement

_____ 11 No Obligation by Federal Government

_____ 12 Participation by Minority & Women-owned Business Enterprises

_____ 13 Potential Conflicts of Interest

_____ 14 Procurement of Recovered Materials

_____ 15 Program Fraud and False or Fraudulent Statements or Related Acts

_____ 16 Termination for Cause & Convenience

_____ 17 Whistleblower Protection Act

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

_____
Print Name and Title of Contractor's Authorized Official

_____ _____
Signature of Contractor's Authorized Official Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on a change order request for the 2019-2020 Street Maintenance Project.

Originating Department: Administrative Services

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

When the City began its 2019-2020 Street Maintenance Project, the original target price for the overall project was $4.0 million.

During the course of the project, the City collected higher than budgeted revenue in the form of the 3/8th cent for street maintenance and repair. In addition, as this year's project was entering its last street to maintain (Clearview Avenue), it was discovered that nearly all existing curb and gutter was going to have to be replaced in order to get grades correct to help drainage.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The amount above the original $4.0 million will be paid for by the same street maintenance fund, including revenue collected which was higher than originally budgeted.

This Change Order is expected to have minimal effect on the work to be done as part of the next year's maintenance program.

Change order amount of $352,863.75 is about 8% of the original contract amount which is well below the City's procurement policy allowable 25% change order amount and will be funded by the sales tax revenue for streets improvement.

RECOMMENDATIONS

Approve execution of the change order with Angel Brothers and authorize the City Manager to sign on behalf of the City.

ATTACHMENTS

1. ST2020 CO#1

City of Friendswood

April 15, 2021

CHANGE ORDER #1

Project Name: 2019-2020 Street Maintenance
Project #: ST2020

TO: Garrett Goza
Angel Brothers Enterprises, LTD.
3003 Kilgore Pkwy
Baytown, TX 77523

Reason For Request: Increased Quantities

Proposed Change:	Add	Deduct
Higher than estimated tax revenue led to adding quantities (a more detailed breakdown is attached)	$352,863.75	$0
Request For Time Change	N/A	N/A

Original Contract Amount:	$4,000,000.00	Original Contract Time:	N/A
Net Previous Change Orders:	$0	Net Previous Time Changes:	N/A
Total Contract Amount:	$4,000,000.00	Total Time Amount:	N/A
This Change Order Amount Adds:	$352,863.75	This Change Order Time Adds:	N/A
This Change Order Amount Deducts:	$0	This Change Order Time Deducts:	N/A
New Contract Amount:	$4,352,863.75	New Contract Time:	N/A

City of Friendswood

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



Garrett Goza
Vice President

4/15/2021
Date

Morad Kabiri, PE, AICP
City Manager
City of Friendswood

Date

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/29/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on a change order request for the 2020-2021 Concrete Street Maintenance Program.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Greenscape 6 ("G6") has been diligently working on this year's concrete portion of the street maintenance program since City Council approved a $500,000 contract in April 2021. Funding was through the 20/21 FY $500,000 General Fund allocation for street maintenance. The original contract amount has enabled the City to complete maintenance needed to 34,689 square feet of roadway, 1,283 linear feet of curb, 1,902 linear feet of crack sealing, and other miscellaneous items. Staff is proposing a change order for $125,000 in order to complete additional maintenance to a projected 8,000+ square feet of roadway and 300+ linear feet of curb.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Maintenance to be preformed to streets will include those identified by the City's IMS Pavement Management Study. Streets slated to be repaired are available on the City's website and will be updated periodically.

The website may be viewed at: https://www.ci.friendswood.tx.us/318/Construction-Updates

RECOMMENDATIONS

Authorize the City Manager to execute Change Order #1 with Greenscapes 6 for $125,000.

ATTACHMENTS

1. G6 Change Order #1

City of Friendswood

July 1, 2021

CHANGE ORDER #1

Project Name: 2020-2021 Street Maintenance
Project #: ST2020

TO: Mike Archer
Greenscapes Six, LLC
7020 FM 3180 Rd
Baytown, TX 77523

Reason For Request: Increase Quantities

Proposed Change:	Add	Deduct
Due to additional available budget, increasing quantities	$125,000	$0
Request For Time Change	N/A	N/A

Original Contract Amount:	$500,000.00	Original Contract Time:	N/A
Net Previous Change Orders:	$0	Net Previous Time Changes:	N/A
Total Contract Amount:	$500,000.00	Total Time Amount:	N/A
This Change Order Amount Adds:	$125,000.00	This Change Order Time Adds:	N/A
This Change Order Amount Deducts:	$0	This Change Order Time Deducts:	N/A
New Contract Amount:	$625,000.00	New Contract Time:	N/A

City of Friendswood

July 1, 2021

CHANGE ORDER #1

Project Name: 2020-2021 Street Maintenance
Project #: ST2020

TO: Mike Archer
Greenscapes Six, LLC
7020 FM 3180 Rd
Baytown, TX 77523

Reason For Request: Increase Quantities

Proposed Change:	Add	Deduct
Due to additional available budget, increasing quantities	$125,000	$0
Request For Time Change	N/A	N/A

Original Contract Amount:	$500,000.00	Original Contract Time:	N/A
Net Previous Change Orders:	$0	Net Previous Time Changes:	N/A
Total Contract Amount:	$500,000.00	Total Time Amount:	N/A
This Change Order Amount Adds:	$125,000.00	This Change Order Time Adds:	N/A
This Change Order Amount Deducts:	$0	This Change Order Time Deducts:	N/A
New Contract Amount:	$625,000.00	New Contract Time:	N/A

City of Friendswood

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

Mike Archer
Managing Partner

7/12/24
Date

Morad Kabiri, PE, AICP
City Manager
City of Friendswood

Date

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/18/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on an Interlocal Regional Waste Disposal Facilities Contract for the Blackhawk Waste Water Treatment Facility.

Originating Department: Public Works

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

As Council may recall, the City of Friendswood is a Co-participant to the Blackhawk WasteWater Treatment Plant Facility; the critical facility that receives and treats the raw wastewater from the City of Friendswood alongside the other partnering entities (which include the City of Houston, Harris County MUD # 55, and Baybrook MUD #1). Based upon a contract that's been in place since 1974, Gulf Coast Authority (GCA) manages the waste water treatment facility for the City of Friendswood and the other attributed co-participants. The contract agreement is outdated and as such up renewal. The draft contract includes updated contract language, capacities, and quality assurance requirements from the Texas Commission of Environmental Quality (TCEQ).

GCA owns the facility and the property, while we and the co-participants own the shared capacity within the wastewater treatment facility. In order for GCA to continue to effectively operate/maintain the operations of the facility and grounds, and also so that we may proceed forward on required capital improvements, consideration is needed to approve the proposed updated contract agreement. We as co-participants as a whole, along with our representing city attorneys, have worked jointly with GCA to facilitate the new proposed revised contract agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the 40+ year old contract will effectively ensure continued uninterrupted treatment of our sanitary sewer raw water being pumped to the Blackhawk Waste Water Treatment Facility.

RECOMMENDATIONS

Staff recommends Council authorize approval for the Mayor to execute the updated contract agreement

ATTACHMENTS

1. GCA - Blackhawk - Combined Facility Agreement . Draft Final. 6.18.21

INTERLOCAL REGIONAL WASTE DISPOSAL FACILITIES CONTRACT

by and among

GULF COAST AUTHORITY,

CITY OF FRIENDSWOOD, TEXAS,

CITY OF HOUSTON, TEXAS,

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 55, and

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1.

INTERLOCAL REGIONAL WASTE DISPOSAL FACILITIES CONTRACT

This Contract ("Contract") is made and entered into this ___ day of _____, 2021, by and among the Gulf Coast Authority (the "Authority"), a governmental agency and body politic and corporate of the State of Texas created as a conservation and reclamation district pursuant to Article XVI, Section 59 of the Texas Constitution under the provisions of Chapter 409 of the Acts of the regular session in 1969 of the Sixty-First Legislature, as amended, the City of Friendswood, Texas ("Friendswood"), a home rule city under the laws of the State of Texas, the City of Houston, Texas ("Houston"), a home rule city under the laws of the State of Texas, the Baybrook Municipal Utility District No. 1 ("Baybrook MUD 1"), a conservation and reclamation district created and operating pursuant to Chapter 54 of the Texas Water Code, and the Harris County Municipal Utility District No. 55 ("HCMUD 55"), a conservation and reclamation district created and operating pursuant to Chapter 54 of the Texas Water Code, sometimes referred to collectively as the Parties, or individually as a Party.

WHEREAS, the Authority and Friendswood constructed an integrated, area-wide waste collection, treatment, and disposal system sufficient to receive, treat, and dispose of sewage pursuant to a Regional Waste Disposal Facilities Contract dated December 12, 1974 (the "Friendswood Agreement"); and

WHEREAS, the Authority and Harris County Municipal Utility District No. 55 entered into a Regional Waste Disposal Facilities Contract dated December 12, 1974 for cost sharing in the construction and operation of the Blackhawk Regional Wastewater Treatment Facility (the "Plant") under terms and conditions similar to the Friendswood Agreement; and

WHEREAS, the Authority and Harris County Municipal Utility District No. 142 entered into a Regional Waste Disposal Facilities Contract dated April 13, 1976 for cost sharing in the construction and operation of the Plant under terms and conditions similar to the Friendswood Agreement; Houston annexed MUD 142 in 1979 and succeeded to MUD 142's rights and obligations under the contract; and Houston and the Authority entered into a Supplemental Agreement No. 1 to the contract dated December 18, 1984; and

WHEREAS, the Authority and CDC-Houston, Inc. entered into a Regional Waste Disposal Facilities Contract dated November 1, 1986, and signed November 4, 1986, and the Supplemental Agreement No. 1 to the contract dated September 18, 1985 and signed January 23, 1986, under terms and conditions similar to the Friendswood Agreement, and CDC-Houston, Inc. conveyed all of its capacity in the Plant, and its rights, title, interests and obligations in said contracts to Baybrook MUD 1 by two assignments dated September 8, 1989 and July 17, 1990; and

WHEREAS, Baybrook MUD 1, Friendswood, Houston and HCMUD 55 desire to make certain Regulatory Improvements to the Plant recommended by the Authority in order to maintain efficient operation of the Plant and the necessary capacity to meet the sewage treatment needs of the Participants; and

WHEREAS, the Participants desire to enter into this Contract to provide for the continued long-term operation of the Plant and to provide for construction, financing and operation of Regulatory Improvements and to replace, restate and supersede all their prior agreements related to the Plant except as provided by Article XII hereof;

NOW, THEREFORE, in consideration of these premises, the mutual covenants herein contained, and for other good and valuable considerations, the truth, receipt and sufficiency of which are hereby acknowledged by all the parties hereto, the Authority, Houston, Friendswood, Baybrook MUD 1 and HCMUD 55 have agreed, and do hereby agree, as follows:

I. DEFINITIONS

"Arbitration Period" means the period that an arbitration proceeding is pending.

"Article" means any subdivision of this Contract designated with a Roman numeral.

"Advisory Committee" means a group composed of one member appointed by each Participant contracting with the Authority, including any Other Parties that become Participants in accordance with this Contract.

"Authority Bonds" means only those bonds or other evidences of indebtedness issued by the Authority which, together with the interest thereon, are to be paid from payments to be made pursuant to this Contract in order to acquire funds to acquire, construct, or complete the Plant, or any expansions thereof for one or more participants, or any modifications to the Plant that are necessary to meet any waste disposal or discharge requirements set by any governmental agency having jurisdiction over such matters, including Regulatory Improvements.

"Capital Costs" means a fixed, one-time expense incurred for land, buildings, construction or equipment used to operate the Plant, generally in an amount more than $75,000.00.

"Claim" means a controversy, dispute or claim between the parties that arises out of or related to this Contract.

"Commission" means, the Texas Commission on Environmental Quality, including its predecessors and its successors.

"Contract" means this agreement, including any amendments hereto, between the Authority and the Participants.

"Gross Plant Revenues" means the annual payments by all Participants for operation and maintenance of the Plant as provided in Article 6.

"Industrial Waste" means liquid wastes other than Sewage discharged from the sanitary conveniences of dwellings and other buildings.

"Majority Vote In Interest" means that the vote of each Participant, as cast by that Participant's member on the Advisory Committee unless otherwise specified, shall be weighted or multiplied by the party's Reserved Capacity in the Plant so that a majority vote requires a favorable vote from at least two Participants whose combined Reserved Capacities equal more than sixty percent (60%).

"Other Party" means any individual, public or private corporation, political subdivision, governmental agency, municipality, partnership, association, firm, trust or estate or any other legal entity referred to in this Contract other than Friendswood, Houston, HCMUD 55, Baybrook MUD 1 or the Authority.

"Participant" means Friendswood, Houston, HCMUD 55, Baybrook MUD 1, their successors and assigns, together with any Other Party which, after satisfying the same obligations and duties imposed on Friendswood, Houston, HCMUD 55, and Baybrook MUD 1 under this Contract, has entered into a contract with the Authority similar to this Contract or an amendment to this Contract and has become entitled to discharge Sewage into the Plant on the same or a substantially similar contractual basis.

"Permits" means Permit No. WQ0011571-001 from the Commission, including all subsequent amendments, and any other permit, license, grant of authority, or approval required by any appropriate federal, state, or local governmental agencies with jurisdiction for discharges of Sewage from the Plant.

"Plant" means the Blackhawk Regional Wastewater Treatment Facility, and includes the facilities, devices, and structures used, operated and maintained by the Authority to serve the Participants pursuant to this Contract, including any additions, enlargements, expansions, improvements, at the Plant Site. As used herein the term "Plant" means the facilities in the size and the capacity existing at any given point in time.

"Plant Site" means the tracts of land, consisting of approximately 22 acres (as described in Exhibit "A" made a part hereof), on which the Plant is located, together with all necessary easements, plus any enlargements or expansions thereof.

"Point of Acceptance" means the point or points at which Sewage passes from the collection system of a Participant into the Plant for treatment by the Authority. See Exhibit "B" made a part hereof.

"Pretreatment Plan" means the Gulf Coast Authority, Houston Area POTW Pretreatment Plan, dated April 29, 1994, together with any valid amendments thereto.

"Prorata Share" means the ratio of the actual monthly hydraulic and organic loading of Sewage delivered by the respective party to the Plant compared to the total monthly hydraulic and organic loading of Sewage delivered to the Plant, as estimated or calculated by the Authority.

"Prorated Operation and Maintenance Cost" means a Participant's Prorata Share of the annual cost for operation and maintenance of the Plant as estimated or calculated by the Authority.

"Regulatory Improvement" means any changes, improvements or modifications of the Plant necessary to meet any Regulatory Requirements or allow the Authority to continue to operate the Plant to treat the Participants' Reserved Capacity in accordance with the standards set forth in this Contract.

"Regulatory Requirements" means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any regulatory authority, state, federal or other, having jurisdiction over the Plant concerning any discharge of wastewater effluent into the waters of the State of Texas or otherwise having jurisdiction over the Plant and its operations, including, without limitation, jurisdiction obtained by virtue of acceptance of grants by the Authority or others to finance various costs of the Plant.

"Requesting Participant" means one or more Participants proposing an expansion of the Plant under Article IVA.

"Reserved Capacity" means the capacity (expressed in gallons per day of dry weather flow or as a percentage of the overall capacity) of the Plant requested and financed by, and allocated to, any Participant as estimated or calculated by the Authority and approved by the Advisory Committee.

"Review Period" means sixty days following the delivery of a consulting engineer's report regarding Regulatory Improvements.

"Sanitary Sewage Collection System" means the collection and transportation system now owned or constructed or acquired by a Participant, including the sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works, trunk lines, force mains, lift stations, and all other plants, works, and equipment.

"Section" means any subdivision of this Contract designated by an Arabic numeral.

"Service Area" means the territory that may feasibly be served by the Plant, including, but not necessarily limited to, the area which the Commission has defined as the "Blackhawk Service Area," 30 TEX. ADMIN. CODE § 351.81. See Exhibit "C" made a part hereof.

"Sewage" means a combination of the water carried human wastes and other wastes from domestic activities, such as washing, bathing, and food preparation, at residences, business buildings, institutions, and industrial establishments, together with such infiltration water as may be present.

II. PERMIT; WASTE STANDARDS

2.01. *The Permit.* The Authority has received from the Commission approval of Permit No. WQ0011571-001 that authorizes the discharge of an average of 9,250,000 gallons average flow per day of treated Sewage from the Plant. In the future, upon the request of any Participant in accordance with Article IV.A (Expansion of Plant), the Authority may apply for amendments to such Permit as requested by the Participants, with all amended permits to be held by the Authority.

2.02. *Waste Standards.* Each Participant shall discharge Sewage into the Plant in accordance with the Approved Gulf Coast Authority, Houston Area POTW Pretreatment Plan, approved on March 5, 1985, and modified on April 29, 1994, together with any valid amendments thereto, (the "Pretreatment Plan") after sufficient notice of such proposed amendment is given to the Participants.

2.03. *Authority Compliance.* The Authority is obligated to use every reasonable effort to comply with all terms and conditions of permits, licenses and authorizations, and all applicable rules of any government agency with jurisdiction of the Plant and its acceptance and disposal of wastes as specified in this Contract. The Advisory Committee shall review and monitor the Authority's compliance through review of its self-reporting to regulatory authorities and review of any reports prepared by the Authority's consultants. Written notices of non-compliance shall be issued by the Advisory Committee to the Authority, giving the Authority thirty (30) days to submit a plan, prepared by a consulting engineer, to correct any non-compliant conditions. Provided, further, all the Authority's costs associated with the Authority's compliance shall be an operations and maintenance expense of the Plant.

2.04. *Participant Compliance.* The Authority shall have the continuous right to make spot inspections of any Participant's Sanitary Sewage Collection System to ensure compliance with the Authority's Pretreatment Plan, as provided in Section 2.02, above. Upon failure to comply with the requirements thereof, notice in writing by the General Manager of the Authority shall be given to the governing body of any defaulting Participant, and such notice shall require correction or compliance within thirty (30) days of receipt thereof. Unless the required correction is made, the General Manager of the Authority shall give further notice to such defaulting Participant that unless correction is made as set out in the notice, the defaulting Participant shall be charged from the date of default for the additional cost of operating and maintaining the Plant occasioned by any default (with such cost and date of default determined by the Authority and approved by the non-defaulting members of the Advisory Committee).

III. PLANT OWNERSHIP; REGIONALIZATION; RESERVED CAPACITIES; OWNERSHIP OF EFFLUENT

3.01. *Ownership.* Ownership of the Plant Site will be in the name of Authority, with the total cost attributable to the Plant Site including site work, access, etc. to be borne by the Participants. The Participants own the Plant, including the Plant Site, in relation to their respective Reserved Capacities, as adjusted from time to time in accordance with the terms of this Contract.

3.02. *Regionalization.* The Authority and the Participants agree that regionalization of waste collection, treatment, and disposal facilities is necessary and desirable. To achieve that goal, the Participants agree that the Authority shall have, and is hereby granted, the exclusive right of use and control of the Plant for the purpose of furnishing of Sewage treatment or water reclamation services to the Participants in the Service Area. Subject to the provisions of Articles IV.A (Expansion of the Plant) and IV.B (Regulatory Improvements), the Authority may, if in its judgment it deems the same necessary, modify, reconstruct, extend, or integrate the Plant with any other disposal facilities furnished, purchased, established, or constructed with funds from any other source so long as the Plant remains on the Plant Site and the Authority's determination is approved by the Advisory Committee. The Participants shall have no right or authority to approve, disapprove, or object to the manner or means of the Authority's use and control of the Plant so long as the Authority continuously operates the Plant in compliance with the Permit and Regulatory Requirements, and furnishes Sewage treatment services to the Participants in accordance with their respective Reserved Capacities and so long as each Participant is not adversely affected in any way, such as the imposition of additional costs for facilities or related appurtenances which are not approved by the Advisory Committee.

3.03. *Reserved Capacities.* As of the effective date of this Contract, the Plant is owned in proportion to the following Reserved Capacities, where "MGD" represents a portion of the treatment capacity of the Plant in millions of gallons per day based on a 30-day average:

Friendswood	5.235	MGD	(59.449%)
HCMUD 55	1.965	MGD	(21.243%)
Houston	1.025	MGD	(8.227%)
Baybrook MUD 1	1.025	MGD	(11.081%)
TOTAL	9.250	MGD	(100%)

3.04. *Use of Reserved Capacities.*

(a) Each Participant reserves the right (to the extent any Participant has unused Reserved Capacity available in the Plant), to enter into contracts with Other Parties providing for the discharge of any such Other Party's Sewage from the Service Area (or other areas which may feasibly be served by the Plant) into such Participant's Sanitary Sewage Collection System.

(b) Each Participant reserves the right (to the extent any Participant has unused Reserved Capacity available in the Plant), to enter into contracts for the assignment or use of the Participant's Reserved Capacity, provided such assignment, if any, is to another local governmental entity. Each Participant also has the right to assign its duties and obligations under

this Contract to any other Participant, provided such other Participant accepts the responsibilities set forth in this Contract in accordance with the proportionate share of Sewage to be disposed of by the Authority under the assignment. No Participant is relieved of its duties and responsibilities under this Contract until such time as those duties and responsibilities are undertaken by another Participant or Other Party under the terms and conditions of a contract reviewed and approved by the Advisory Committee. Any Participant's Reserved Capacity that is so assigned shall be treated as the assignee's Reserved Capacity for purposes of billing by the Authority.

(c) Such assigned Sewage shall be considered by the Authority as the assignee Participant's Sewage and shall be treated and disposed of in the Plant. Any such contracting Participant shall be billed for such Sewage flow in accordance with Article VI (Operation and Maintenance Expenses) as if the Sewage belonged to the contracting Participant. In no instance shall any Participant contract to accept, dispose, or treat any amount of Sewage that, when added to that Participant's own actual discharge of Sewage, exceeds the volume of the Reserved Capacity to which that Participant is entitled in the Plant as it then exists, or any Sewage that will cause a violation by any such Participant of the waste standards herein prescribed. Such Other Parties shall be billed by the Participant only at the Participant's cost of providing sewage treatment services (including Capital Costs, operation and maintenance, and overhead charges) and all charges to such Other Parties are subject to the approval of the Authority.

3.05. *Participant's Continuing Responsibility for Reserved Capacity*. Each Participant has a continuing responsibility for providing its proportionate share of funding for the Plant as specified in this Contract, until such time as that Participant's Reserved Capacity is sold, assigned, or otherwise assumed by another Participant. A Participant who is assigned Reserved Capacity by another Participant shall be treated as if it owns that Reserved Capacity.

3.06. *Ownership of Effluent*. The Authority shall own, and shall have the exclusive right to manage or sell, the effluent, treated wastewater, or reuse water of the Plant for the benefit of the Participants and Other Parties, if any, in proportion to the volume of Sewage or the volume of effluent, treated wastewater or reuse water attributable to such Participant or Other Party, as determined by the Authority and approved by the Advisory Committee. Proceeds from the sale shall be credited back to the Participants subject to their flow.

IV.A. EXPANSION OF PLANT

4.01. *Expansion of Plant.*

(a) Subject to the terms and conditions of this Contract, the Authority shall, upon the request of any Participant, cause the Plant to be enlarged or expanded so as to increase its Reserved Capacity. Upon completion of any such expansion, the term "Plant" as used herein shall be deemed to include said expansion. The Participant proposing any such expansion (hereinafter "Requesting Participant") must pay the entire cost thereof, including any additional costs associated with changing the rated capacity attributable to the expansion, in the manner provided by this Article.

(b) Ninety (90) days advance written notice of any proposed expansion shall be given by the Requesting Participant to the other Participants in order that any other Participant will have an opportunity to join in the proposed expansion of the Plant and to have an opportunity to schedule a proposed expansion of its own, along with the expansion by the Requesting Participant, and thereby effect a cost savings to such Participants. Any Participant, in giving or responding to any such notice, will act timely and in good faith in order to permit an orderly expansion of the Plant without causing undue delay to all parties.

4.02. *Funding of Costs; Authority Financing of Expansion.*

(a) In order to participate in a proposed expansion of the Plant, each Requesting Participant (including a participating Participant, hereinafter referred to as a Requesting Participant) must pay to the Authority (or obligate itself to pay debt service on any Authority Bonds issued in relation to an expansion of the Plant) an amount equal to the Authority's estimate of each Requesting Participant's proportionate share of the costs for the proposed expansion based on the amount of additional Reserved Capacity requested by each Requesting Participant. It is understood that if any Requesting Participant pays the cost of any enlargement or expansion of the Plant, it shall have the prior right to the full capacity of such expansion. Determination of the capacity of particular components or elements of a proposed expansion of the Plant is the decision of the Authority and its engineers, subject to the review and approval of the Advisory Committee.

(b) At any time after expiration of the ninety (90) day notice period, the Requesting Participant shall enter into an agreement with the Authority pursuant to which the Authority will: (i) apply to the Commission for and attempt to secure an expansion of the Permits, (ii) cause plans and specifications to be prepared and approved by all governmental agencies having jurisdiction, (iii) purchase additional land for the Plant Site, if available and required, (iv) take bids and enter into contracts for the construction of such improvements, (v) cause such construction to be prosecuted to completion with due diligence, and (vi) pay the costs and expenses thereof, provided that each Requesting Participant makes suitable arrangements to deposit funds with the Authority sufficient to defray each Requesting Participant's share of the costs of the proposed expansion. Unless otherwise agreed by the Requesting Participant and the Authority, the Authority and its engineers shall estimate each Requesting Participants share of costs in proportion to each Requesting Participant's estimated additional Reserved Capacity to be provided by the expansion compared to the total estimated additional Reserved Capacity to be provided by the proposed expansion of the Plant. The costs associated with expansion of the Plant shall include all of the following:

(1) estimated engineering and other consultant services;

(2) estimated costs of construction contracts for the expansion;

(3) start-up costs of the expansion;

(4) expenses of operating and maintaining the Plant for three (3) months directly related to the expansion, or as may be reasonably required by the Advisory Committee pursuant to Section 6.06;

(5) a reserve for contingencies directly related to the expansion as may be required by the Advisory Committee pursuant to Section 6.06; and

(6) any construction contingency agreed to by the Requesting Participant and approved by the Authority.

(c) Such provision for deposit of the required funds shall include each Requesting Participant's prompt and immediate choice whether to provide for financing its share of costs, as determined by the Authority, by making a cash payment to the Authority or by authorizing the Authority to issue Authority Bonds. The decision by each Requesting Participant regarding the method of financing for the Requesting Participant's share of expansion costs shall not be unreasonably withheld or delayed. Thereupon, the Authority shall create a separate fund at its depository bank and deposit such initial financing therein. Said funds shall be invested and reinvested by the Authority in accordance with law, and the money earned by any such investment shall remain in said fund for the benefit of each Requesting Participant depositing said funds based on the percentage which that Requesting Participant's deposit represents of the total deposits toward expansion of the Plant.

(d) If a Requesting Participant authorizes the Authority to issue its contract revenue bonds in an amount sufficient to pay the Requesting Participant's share of the costs to expand the Plant, the Requesting Participant and the Authority shall enter into a financing agreement detailing such arrangement.

(e) The Authority, upon written request and at the expense of any Participant(s), if it so requests, agrees to take all action reasonably necessary to obtain federal funds with which to defray all or any part of the cost of construction of any expansion of the Plant; provided, however, that, unless otherwise agreed, any Participant so requesting may terminate such request and authorization by the giving of written notice to the other persons so requesting and paying to the Authority its share of any costs incurred in seeking the funds. Any such terminating Participant shall not participate in any federal funds received as a result of efforts from which it has excluded itself.

(f) Only Participants that use and participate in the Authority's bond financing to pay their costs shall bear any of the financing costs, including any of the Authority's administrative costs related to the bond issued to pay such costs.

4.03. *Failure to Approve Expansion.* It is recognized that the Authority could fail to expand the Plant as requested by a Requesting Participant. In such event, the Authority agrees to cooperate fully and to take such actions as are necessary or appropriate to allow any Requesting Participant, at its expense, to expand the Plant at the Plant Site or to construct a small, temporary treatment plant at the Plant. Such cooperation shall include, but shall not be limited to, the execution of sufficient easements at the Plant Site and the processing of request to the appropriate governmental entities for amended Permits to allow any such construction. The Authority shall operate any such expansion of the Plant or any temporary plant and shall make charges therefor pursuant to Article VI (Operation and Maintenance Expenses) so long as it is the operator of the Plant.

IV.B. REGULATORY IMPROVEMENTS

4.04. *Regulatory Improvements.* The Parties recognize that the Authority may from time to time improve, modify or reconstruct all or part of the Plant in order to make Regulatory Improvements, operational improvements and/or expansion/upgrade improvements necessitated

either because of changes in applicable Regulatory Requirements or in order for the Authority to continue to operate the Plant to treat the Participants' existing Reserved Capacity in accordance with all Regulatory Requirements and the standards set forth in this Contract. It is agreed and understood that any obligation on the part of the Authority to construct any Regulatory Improvements of the Plant, or to operate the Plant, shall be subject to: (i) the Authority's ability to obtain or cause to be obtained all permits and licenses required to construct the Regulatory Improvement and operate the Plant; and (ii) the availability of funds, either from funds provided by Participants pursuant to this Contract, or from the proceeds of the issuance by the Authority of its bonds and the commitment of the Participants to pay the debt service on such bonds, in an amount sufficient to pay all operation and maintenance expenses, Regulatory Improvements and other costs of the Plant.

4.05. *Initiation and Review of Regulatory Improvements.*

(a) The Authority shall be responsible for determining from time to time the necessity of any Regulatory Improvements. Upon making any determination that Regulatory Improvements are required, the Authority shall promptly notify the Advisory Committee of such determination and shall provide an estimate setting forth in reasonable detail the estimated costs and time periods required to construct, acquire and install such Regulatory Improvements. At the request of the Advisory Committee, the Authority shall provide a written report from a consulting engineer that specifies in reasonable detail the regulatory or operational requirements or the other factors that necessitate the Regulatory Improvements, and such engineer's recommendation as to the type of Regulatory Improvements necessitated, together with a description of such Regulatory Improvements. The Authority shall include with the consulting engineer's report written notice of the beginning and ending of the sixty (60) day review period allowed the Advisory Committee under Section 4.05(b) and (c) to either dispute and request arbitration for the necessity of the proposed Regulated Improvements.

(b) During the sixty (60) day period following the date of delivery to the Advisory Committee of the report of the consulting engineer, or if no consulting engineer's report is prepared, the date of delivery of the Authority's notice to the Advisory Committee of the Authority's determination that Regulatory Improvements are required under Section 4.05(a), (the "Review Period"), the Authority will meet with the Advisory Committee to discuss the proposed Regulatory Improvements. If requested, the Authority will provide to the Advisory Committee any additional information available to the Authority pertaining to such Regulatory Improvements, and will consult with the Advisory Committee as to the proposed Regulatory Improvements.

(c) If the Advisory Committee shall have any dispute or objection as to the necessity of such Regulatory Improvements or the estimate of the costs required to construct such Regulatory Improvements that is not settled with the Authority during the Review Period, the Advisory Committee shall have the right within ten (10) days of the end of the Review Period to submit such dispute to arbitration as set forth in this Contract. In any arbitration proceeding, the necessity of such Regulatory Improvements shall be judged with reference to the standards set forth in Section 5.01 of this Contract. The failure of the Advisory Committee to submit any dispute or objection to arbitration within ten (10) days of the end of the 60-day Review Period, shall be deemed to be a waiver of any such dispute or objection.

(d) The Parties hereto agree that pending the outcome of any such arbitration proceeding, the Participants shall provide to the Authority as and when needed, funds in an amount sufficient to permit the preliminary design of the proposed Regulatory Improvements to proceed on schedule during the period that the arbitration proceeding is pending (the "Arbitration Period"), and each Participant shall provide security for its estimated portion of such funding obligation by either depositing cash in such amount in the reserve fund or, at the option of a Participant, by providing a Letter of Credit in such amount that may be drawn upon by the Authority as such funds are needed. For purposes of calculating each Participant's estimated portion of the amount of such deposit or Letter of Credit, the Arbitration Period shall be assumed to be a period no longer than ninety (90) days. If the arbitration proceeding is resolved in favor of the Authority, the Participants shall provide the remainder of the funds needed for the proposed Regulatory Improvements in accordance with the requirements of Section 4.06 of this Contract. If the arbitration proceeding is resolved in favor of the Advisory Committee, then the Authority shall cease the work on the preliminary design and the Participants shall be entitled to a refund of any money previously paid for the design of the proposed Regulatory Improvements and a return of any Letter of Credit previously provided to the extent such funds have not been expended or encumbered.

(e) Subject to the provisions of this Article, upon the conclusion of the Review Period and any Arbitration Period for the proposed Regulatory Improvements other than those Regulatory Improvements that may have been disapproved as set forth above, the Authority will proceed with due diligence to design and construct such Regulatory Improvements in accordance with the provisions hereof.

4.06. *Funding of Costs; Authority Financing of Regulatory Improvements*.

(a) It is the intention of the Parties that the funds required to pay the costs necessary for the construction of any Regulatory Improvements to the Plant will be provided by the Participants, or from the proceeds of bonds issued on behalf of one or more Participants by the Authority. Costs for Regulatory Improvements funded by Participants may be reimbursed from the proceeds of the issuance of Authority Bonds, if authorized under this Contract.

(b) If a Participant authorizes the Authority to issue its contract revenue bonds in an amount sufficient to pay the Participant's share of the costs of the Regulatory Improvements, the Participant and the Authority shall enter into a financing agreement detailing such arrangement.

4.07. *Failure to Approve or Fund Improvements.* After the conclusion of the applicable Review Period and any Arbitration Period for any proposed Regulatory Improvement, other than those Regulatory Improvements that may have been disapproved as set forth in Section 4.05, if: (i) the Advisory Committee refuses to approve the construction of such Regulatory Improvements, or (ii) if the Participants refuse to pay the costs of such Regulatory Improvements or to pay the debt service payments of the Authority Bonds issued by the Authority to finance the costs of such Regulatory Improvements, then the Authority may, in its sole discretion, resign from its duties and obligations as operator without consent of the Participants by providing twelve (12) months advance written notice to the Participants. The Participants shall then select a new operator as provided by Section 5.06 below.

V. OPERATION OF THE PLANT

5.01. *Operator; Standard of Operation.* The Authority shall be the operator of the Plant, with exclusive responsibility, as permitted or required by and in accordance with the terms and conditions of this Contract, to maintain, repair, and operate the Plant in a good and workmanlike manner, but shall have no liability as operator to any Participant or Other Party, or their customers for damages suffered or losses sustained. The Authority shall operate or cause the Plant to be operated in an efficient and economical matter and in accordance with (i) sound business principles, (ii) accepted good engineering and management practices for the operation of similar type and size wastewater treatment plants, and (iii) all applicable Regulatory Requirements.

5.02. *Selection of Contractors; Employees.* The selection of independent contractors for operations, the number of employees and their selection, the compensation for services performed, and all other matters relating to the operation of the Plant shall be determined by the Authority with the advice and consent of the Advisory Committee; provided, however, that the Authority shall exercise every reasonable effort at all times to keep the actual, day-to-day supervision and operation of the Plant in the charge of a qualified and properly licensed wastewater treatment plant operator. All employees shall be the employees of the Authority.

5.03. *Advisory Committee.* Except as herein otherwise specifically provided, the Authority shall promptly pay and discharge all costs and expenses incurred in operating and maintaining the Plant, including without limitation those occasioned by replacements, additions, betterments, and improvements thereto or thereof; provided, however, that the Authority shall give the Advisory Committee advance written notice before undertaking any single project of the foregoing character reasonably estimated to require an expenditure in excess of $50,000, and further provided, that, in case of fire, flood, or other emergency of any nature, the Authority may take such steps and incur such costs and expenses as, in the Authority's opinion, are required to deal with the emergency and to safeguard life and property. As promptly as practicable and, in any event, within two working days, the Authority shall report the emergency to the Participants.

5.04. *Access to Plant and Records.* The authorized representatives of the Participants shall have access to the Plant at all reasonable times, but at their sole risk, to inspect or observe operations, and shall also have access at all reasonable times to all information pertaining to such operations including the Authority's books and records relating thereto. Moreover, any Participant and/or the Advisory Committee shall have the right under this Contract to object in writing to the manner of operation of the Plant, and the Authority shall have the obligation to respond in writing to each such objection within thirty (30) days after the receipt of any such written objection.

5.05. *Maintenance of Plant.* The Authority and Participants expressly agree to exercise every reasonable effort to maintain in full force and effect the Permits which authorize or allow the operation of the Plant, and to obtain and maintain any similar license, permit, grant of authority, or other approval which may hereafter lawfully be required by any other governmental agency having jurisdiction over the Plant. The Participants agree to cooperate in every reasonable way with the Authority in maintaining or obtaining any Permits, licenses, grants of authority, or approvals and further, upon the request of the Authority, to take all reasonable action as may be required on the Plant Site. It is understood and agreed that any obligation of the Authority and the Participants hereunder is expressly conditioned upon the ability of the operator to secure and hold all necessary Permits, licenses, grants of authority, or approvals from each governmental authority having jurisdiction over the Plant.

5.06. *Withdrawal of Authority.* Subject to Section 4.07, with the consent of a Majority Vote in Interest of the Participants then discharging Sewage into the Plant, the Authority (or any successor operator) may resign from its duties and obligations as operator at any time by providing twelve (12) months advance written notice to the Participants. In this case, (i) the Participants shall select by Majority Vote in Interest, a new operator (from among themselves or from Other Parties, if any Participant will not agree to serve as such) who shall assume the responsibilities and duties and have the rights prescribed for the operator by this Contract; and (ii) the Authority (or any successor operator) shall transfer and deliver to such new operator all such legal rights held by the Authority (or any successor operator) in the Plant that may be necessary for the new operator to own or hold in acting as operator hereunder, including, without limitation, the Permits which authorize or allow the operation thereof. The Authority (or any successor operator) shall also deliver to the new operator all records and information necessary for the new operator to act hereunder. Upon termination of operation of the Plant by the Authority, all title and ownership interest in the Plant and Plant site shall vest in the Participants.

5.07. *Payment Obligations.*

(a) The Participants recognize and agree that, notwithstanding any provision hereof to the contrary, the Authority's obligations under this Contract shall be limited if and to the extent that it does not have the funds necessary to pay for any action or expenditure required hereunder because of the failure by any Participant to pay the Authority any amount due hereunder, whether or not it is contested in good faith. Any Participant shall have the right, but not the obligation, to supply the Authority with any funds owed by any defaulting Participant and, if any Participant does so, the Authority, acting on behalf of and for the benefit of such non-defaulting Participant or the non-defaulting Participants that supplied such funds, shall be entitled to recover such funds from the defaulting Participant, as the case may be, plus interest at the rate of 10% per annum and reasonable attorney's fees if the amount due is collected through the efforts of an attorney.

(b) Furthermore, so long as any amount due is not paid, any defaulting Participant shall not be entitled to expand or request that the Authority expand the Plant, and the Authority may require any defaulting Participant to discontinue making any additional connections to, or adding new customers to, or allowing delivery of, any additional Sewage into its Sanitary Sewage Collection System.

5.08. *Effluent quality.* On a routine basis, the Authority shall test Sewage being delivered by the Participants for treatment and disposal through the Plant. As long as the Sewage delivered into the Plant from any Participant does not exceed the hydraulic and organic loading which that entity is, by virtue of its Reserved Capacity, authorized to deliver to the Plant for treatment herein and does not contain any waste prohibited by this Contract or any Regulatory Requirement, the Authority agrees to employ its best efforts to ensure the discharged treated effluent meets the requirements of any Permit.

5.09. *Insurance.* The Authority shall carry fire and extended coverage insurance on the Plant in an amount equal at least to eighty percent (80%) of the replacement cost of the Plant and such additional amount as may be established by a Majority Vote in Interest of the Participants. The Authority shall carry such public liability insurance as the Authority determines appropriate. All insurance premiums are part of the operating cost of the Plant.

5.10. *Use of Insurance Proceeds*. If the Plant shall be damaged or destroyed by fire or other casualty, the Authority shall apply the proceeds from any fire and extended coverage insurance either: (i) to repair such damage or destruction so as to restore the Plant as nearly as possible to the condition thereof immediately prior to such damage or destruction, or (ii) to construct, install, or otherwise add to the remaining portion of the Plant improvements substantially equal in value to the portion of the Plant that was damaged or destroyed, and of a usefulness comparable to that of the destroyed improvement in carrying out the purposes of this Contract. The insurance proceeds, if any, remaining after application to repair, restoration, or construction as provided in this Section shall be returned to each Participant in proportion to each Participant's current Reserved Capacity in the Plant. If the insurance proceeds are not sufficient to repair the damage or destruction, the Authority is authorized to draw upon the contingency reserve and if it is exhausted, then the Participants shall make up any deficiencies in proportion to each Participant's current Reserved Capacity in the Plant.

VI. OPERATION AND MAINTENANCE EXPENSES

6.01. *Operation and Maintenance of Plant.* As hereinafter more particularly provided, all costs and expenses, direct and indirect, incurred in the operation and maintenance of the Plant, including the maintenance of the Plant and including the creation and maintenance of reasonable reserves for repairs and other contingencies, but expressly excluding costs of expansion financed under Article IVA (Expansion of Plant), shall be borne by each Participant according to each Participant's Prorata Share. To this end, the Authority shall keep books, records, and accounts of the cost of operating and maintaining the Plant. The Participants recognize and agree that each Participant, individually, must pay all costs and expenses incurred in collecting Sewage from its own customers and/or property located within its boundaries, providing reasonable and necessary pretreatment, and transporting the same through its Sanitary Sewage Collection System to the Point of Acceptance at the Plant.

6.02. *Expenses related to expansions.* Upon completion of any expansion of the Plant, each Participant receiving additional Reserved Capacity due to the expansion shall pay to the Authority an amount necessary to defray its share of the costs related to the expansion not otherwise received under Article IV.A. (Expansion of Plant), including operating and contingency reserves, and such other items as may be agreed to by the Advisory Committee.

6.03. *Volume Charges.* Each Participant shall, on or before October 1 of each year, submit to the Authority their estimate of the volume of Sewage each will deliver to the Plant during the calendar year commencing on the following January 1. On or before November 1 of each year, the Authority shall prepare and submit to the Advisory Committee, as hereinafter provided, the Authority's estimate of the costs and expenses which will be incurred in the operation and maintenance of the Plant during the year commencing on January 1 (including provision for bulk purchases of expendable goods). Such estimated costs and expenses shall take into consideration the actual costs and expenses experienced during the then-current year, but shall be increased or decreased in accordance with the Authority's best judgment with respect to changes or expected changes in circumstances or conditions which will affect the cost of operating and maintaining the Plant during the following year. In the event the Authority experiences any material variation either in the costs and expenses of operating and maintaining the Plant or in the volume of Sewage being handled thereby, it may adjust the budget by whatever amount is necessary in the Authority's opinion provided: (i) written notice with respect thereto, specifying the material facts involved, is given to each Participant, and (ii) the adjustment shall not be effective until the first day of the third month following such notice, except any adjustment resulting from any action taken in an emergency and any decrease in the budget may be made effective with the next monthly statement submitted to each Participant. The budget shall be subject to review and approval by the Advisory Committee.

6.04. *Advisory Committee Review of Charges*. The Advisory Committee shall have the right to question any determination of the budget or any adjustment thereof made by the Authority within sixty (60) days of receipt of the Authority's written notice with respect thereto. If requested, the Authority will explain any budget item by providing supporting documentation and/or the basis for justification of same, and will consult with the Participants as to the proposed annual budget. If the proposed annual budget exceeds the total annual budget for the prior year by more than seven

percent (7%), the Authority shall, at the request of the Participants, obtain a report from a consulting engineer that sets forth in reasonable detail such engineer's opinion as to the availability of any materially less costly alternatives for each budgeted item which would allow the Authority to continue to operate the Plant in accordance with the operating standards set forth in this Contract and all applicable Regulatory Requirements; provided, however, that in the event of any adjustment, the then-existing annual budget shall control all billings until such adjustment is approved by the Advisory Committee or approved as provided by this Contract. Provided, further, all costs associated with the consulting engineer shall be an operations and maintenance expense of the Plant.

6.05. *Management Expenses and Fees.* In estimating the costs and expenses of operating and maintaining the Plant during each year, the Authority shall take into consideration all direct costs and expenses which will probably be incurred for such purpose during the year including without limitation the following: all payroll expenses (including taxes and fringe benefits); a management fee (5% of the annual budget to defray the indirect costs and expenses which will be incurred in operating and maintaining the Plant); the cost of all materials and supplies; all contractors' fees and expenses; the cost of electricity and other utilities or services; insurance; engineering fees; legal fees; the cost of licenses and franchises; the cost of routine repairs and replacements of damaged, worn out, or obsolete parts; all costs related to Regulatory Requirements and Permit renewals; rental of equipment; the cost of hand tools; the cost of testing Sewage delivered for treatment; and any other items which, in accordance with good accounting practices, would be deemed to be a direct expense of operating and maintaining the Plant. Each Participant shall pay its Prorata Share of the Authority's management expenses and fees to the Authority.

6.06. *Reserve Funds.* It is agreed that there should be established and maintained the following reserves or working funds for the operation and maintenance of the Plant:

(a) An operating reserve consisting of at least three (3) months operation and maintenance expenses of the Plant, i.e., the annual budget not including Capital Costs, expansion costs and Regulatory Improvements. The operating reserve shall be adjusted each January based upon the annual budget. The operating reserve shall be allocated on the basis of each Participant's Reserve Capacity; and

(b) A contingency reserve to cover cash flow for ordinary and extraordinary repairs, Capital Costs, Regulatory Improvements, or betterments of the Plant approved by the Advisory Committee. The contingency reserve shall be adjusted on a yearly basis as provided in this Section 6.06 or as determined necessary by the Authority with the approval of the Advisory Committee.

(c) At any time, the Authority may modify the amount to be established and/or maintained in either reserve fund with the approval of the Advisory Committee. At or prior to the time the Sanitary Sewage Collection System of any Other Party that becomes a Participant is connected to the Plant, such Participant shall pay to the Authority a sum equal to the total of the above amounts multiplied by a fraction the numerator of which shall be the total quantity of Sewage which such Participant reasonably expects to deliver to the Authority for retreatment and discharge through the Plant during the period of twenty-four (24) calendar months commencing on the date of such connection and the denominator of which shall be the total quantity of Sewage

which the Authority reasonably expects will be delivered to the Plant during such twenty-four (24) month period. If any such payment creates a surplus in either such fund, such surplus plus interest shall be credited or, at the election of the Authority, refunded to such Participant(s) which have paid money into such fund, in such amount or amounts as may be necessary to make the payments of each Participant proportionate to the annual volume of Sewage which each party then delivers to the Plant. Any amount withdrawn from the contingency reserve shall be restored by substantially equal monthly payments made during the next twenty four (24) calendar months as specified by the Authority. Such required payments shall be made by each Participant then delivering Sewage to the Plant in the ratio which the monthly volume of Sewage delivered by each party bears to the total monthly volume so delivered.

6.07. *Billing Statements.* Within forty-five days after the end of each calendar month, the Authority shall submit to each Participant a statement setting forth the payment due by each Participant in respect to the costs and expenses of operating and maintaining the Plant during such preceding month. Each such statement shall specify the volume of Sewage delivered by the Participant to the Plant during such month. Each Participant shall pay such statements promptly upon receipt thereof. This Contract is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

6.08. *Duties.* The Authority agrees to operate the Plant in a prudent, efficient, and economical manner and to take such steps as from time to time may be reasonable to reduce both fixed and variable costs of operation, consistent with the needs of the Participants. Each Participant shall promptly notify the Authority when any event occurs that will result in a material change in the flow of Sewage from that Participant to the Plant and which may reasonably be expected to permit the Authority to make proper adjustments in the cost of operation. The Authority shall take all such steps as may be reasonable to reduce the cost of operation of the Plant to the extent allowed as a result of any such change in the flow of Sewage.

6.09. *Sole Source of Funds.* Each Participant recognizes that the Authority's only source of funds to pay the expenses for the operation and maintenance of the Plant is payments to be made by each Participant as provided by this Contract for such expenses. The Authority shall not be required or expected to provide funds for the operation and maintenance of the Plant. Each Participant agrees to make payments under this Contract from current revenues available to the Participant, and to notify the Authority immediately if the governing body of any Participant approves a budget that does not include sufficient revenue to provide payments required of the Participant under this Contract.

6.10. *Measurement of Sewage.* It is understood and agreed that the actual measurement of Sewage by accurate equipment shall be the method used to establish the volume of Sewage delivered for treatment and discharge through the Plant. Accordingly, the Authority shall obtain, install, and maintain in good operating condition the equipment reasonably necessary to measure accurately the volume of Sewage delivered by any Participant to the Plant for treatment and discharge through the Plant. At reasonable intervals not to exceed three (3) months, the Authority shall cause all such equipment to be checked for accuracy, provided each Participant agrees to cooperate with the Authority when such accuracy check will require a change in the volume or schedule for discharge of Participant's Sewage to the Plant, notifying any Participant at least forty-

eight (48) hours in advance thereof in order that it may have a representative present. In addition, any Participant shall have the right independently to check such equipment at any time, provided the Authority is first given at least forty-eight (48) hours notice and provided further the cost thereof shall be paid by such requesting Participant unless an error in excess of 1-1/2 times the manufacturer's guaranteed accuracy tolerance is established, in which event the cost shall be a direct cost of operating and maintaining the Plant. Copies of the results of each such test shall be given to the Advisory Committee, the Authority, and each Participant, and any inaccuracy which is discovered shall be corrected immediately; provided, however, the Authority and the Participants agree that no billing adjustment will be made for a period greater than 6 months prior to discovery of a meter error or any other error in billing.

6.11. *Excessive Discharges.* In the event during a calendar month the peak daily Sewage flow of any Participant's discharge to the Plant exceeds 2-1/2 times the average flow in relation to the Reserved Capacity to which it is entitled, a service charge to be set by the Advisory Committee for the excess capacity will be added to the operating charge for that Participant for each month that the 2-1/2 times the average flow is exceeded. The service charge shall be a general revenue of the Plant to pay for the direct and indirect costs or expenses related to the excessive discharge(s).

6.12. *Year End Adjustment/True-up.* At the end of each calendar year, the Authority shall compute the total amount of payments for operation and maintenance of the Plant made by each Participant during the preceding year (hereinafter "Gross Plant Revenues"). At the same time, the Authority shall compute the total prorated cost for operating and maintaining the Plant during that same year (hereinafter "Prorated Operating and Maintenance Cost"). Such Prorated Operation and Maintenance Cost shall be deducted from Gross Plant Revenues, and any surplus shall be credited to any Participants which have made such payments for operation and maintenance in proportion to the annual volume of Sewage which each Participant then delivers to the Plant. Any deficiencies shall be borne by the Participants in proportion to the annual volume of Sewage which each Participant then delivers to the Plant and shall be billed to the Participants to be paid within six (6) months of billing unless otherwise agreed by the Participants and the Authority.

VII. PARTICIPANT'S DUTIES

7.01. *Participant Duties.* Each Participant agrees as follows: (i) to maintain all its Sewage collection lines which are not a part of the Plant and to repair promptly any breaks therein so as to minimize the entry therein of surface or ground water, sand, or other foreign materials; (ii) to adopt regulations which specify materials and type of service lines from sewer main to foundation connection; (iii) to adopt and enforce rules and regulations to ensure that connections to its Sewage collection lines will not allow the discharge into such lines of anything prohibited by the provisions hereof, and in particular, but without limitation, that no drains shall be installed or connected in such a manner that any rain water or other surface waters are permitted to enter its lines, and that adequate safeguards will be taken to prevent any abnormal seepage or discharge of any solid matter into said collection lines or any abnormal infiltration thereof from water leaking into the lines through defective joints, breaks in pipes, or porous walls; and (iv) without prejudice to any rights or remedies which the Authority might otherwise have for the enforcement of this Contract and to require compliance with the terms hereof, each Participant covenants and agrees that it will exercise the powers that it now has or which it may hereafter have when reasonably necessary to

accomplish compliance with the foregoing and the waste standards hereinafter specified by all persons served by it.

7.02. *Remedies for Violation of Duties.* If within thirty (30) days after receipt of written notice to any Participant of the Participant's default in the provisions of the Authority's Pretreatment Plant then in effect the Participant fails to remedy the default, the Authority may prohibit further connection of sewage customers by such Participant. It is further agreed that an authorized representative of the Authority shall have the right to make such inspections as are necessary to ascertain whether any Participant is making adequate and proper repairs for the purpose of safeguarding the Plant. Repairs or improvements needed to the Plant to remedy the infiltration into the Plant or related to the failure of a Participant to comply with its duties herein shall be borne solely by such violating Participant, whether one or more.

7.03. *Additional Remedies for Violation of Duties.* It is further provided that after written notice to any Participant of a default in the operation or construction of its Sanitary Sewage Collection System, the Authority shall have the authority to correct such default and to bill such Participant for such service if the Participant fails to commence correction of any default within ten (10) days of the receipt of written notice or shall have failed to complete such project within thirty (30) days of receipt of such written notice unless that period is extended by the agreement of Authority and Participant. Each Participant agrees to pay any such bill within thirty (30) days from receipt thereof. If, because of any such default, the operating costs of the Plant are increased, the defaulting Participant shall bear the increased cost.

7.04. *Responsibility for Sewage.* Responsibility for all Sewage deliverable hereunder shall remain in the respective Participant up to the Point of Acceptance designated in writing by the Authority and each Participant, and, upon passing through such point, responsibility for Sewage shall pass to the Authority, and the Authority shall own all effluent, wastewater and reuse water produced by the Plant.

VIII. INSPECTION; AUDIT

8.01. *Inspection-Authority.* The Authority shall have the right at any time by actual count or inspection by its authorized representatives or by checking or inspecting the books, records, and accounts of any Participant to determine the number of properties served by the Sanitary Sewage Collection System of each Participant and the number of connections thereto. It shall be the duty of the officials of each Participant to cooperate fully with the Authority in obtaining such information. The books, records, and accounts of any Participant shall be open for inspection at all reasonable hours by any authorized representative of the Authority.

8.02. *Inspection-Participant.* Any Participant shall have the right at any time by actual count or inspection by its authorized representatives or by checking or inspecting the books, records, and accounts of the Authority to determine the number of properties served by the Plant and the number of connections thereto. It shall be the duty of the officials of the Authority to cooperate fully with any Participant in obtaining such information. The books, records, and accounts of the Authority shall be open for inspection at all reasonable hours by any authorized representative of any Participant.

8.03. *Open Books.* In addition, the books, records, and accounts of the Authority shall be audited by an independent certified public accountant once each year, the cost of which shall be part of the operation and maintenance costs of the Plant and copies of said audit shall be made available to each Participant.

8.04. *Monthly Statements.* The Authority agrees to furnish monthly statements to each Participant containing information on the direct cost of operation and maintenance of the Plant, and the individual hydraulic and organic loadings of Participants.

IX. ADVISORY COMMITTEE

9.01. *Advisory Committee.* Each Participant shall appoint one member of its governing body, or one of its officers, employees, or agents, as a member of an Advisory Committee which shall be composed of one member appointed by each Participant contracting with the Authority. Each representative shall serve for such period as may be determined by the governing board of the Participant. The primary function of the Advisory Committee will be to consult and advise with representatives of the Authority concerning the Plant, as a part of which the Advisory Committee will be furnished the following materials when more than one contracting party is using the Plant:

(a) Plans and specifications for enlargements and expansions of the Plant;

(b) Construction bids and contracts for such enlargements and expansions;

(c) Progress reports on construction;

(d) Certification that such enlargements and expansions are upon completion, in satisfactory operating condition after start-up periods; and

(e) All self-reporting information furnished to regulatory agencies and monthly operation reports.

The members of the Advisory Committee representing Participants actually delivering Sewage to the Plant, or reasonably expected to do so within the next one year period, shall be charged with approving the annual budgets and any budget changes pursuant to Article VI submitted by the Authority, setting service charges, and with such duties as specifically delegated in this Contract or agreed to by the Authority and the Advisory Committee.

9.02. *Majority Vote.* Action taken by the Advisory Committee shall be by Majority Vote in Interest, and any reasonable expenses incurred in connection with official responsibilities (except where such expenses are to be borne by the Authority, in which case the Authority must approve) shall be a part of the operation and maintenance costs of the Plant and shall be borne accordingly by the Participants.

X. ASSIGNMENT; NO THIRD PARTY RIGHTS; NO PARTNERSHIP

10.01. *Assignment*. This Contract or any rights acquired hereunder shall not be assigned, in whole or in part, without the express consent in writing of the Participants and the Authority, or except as herein otherwise specifically provided.

10.02. *No Third Party Beneficiaries.* This Contract is not intended to, and shall not, provide any person (other than the Authority and the Participants) with any rights of any nature whatsoever against any of the parties hereto, and no person (other than the Authority and the

Participants) shall have any right, power or privilege, or basis in any right of action against any party hereto.

10.03. *No Partnership*. This Contract does not create any partnership, employee, fiduciary, insurance, joint venture, or agency relations between the parties or any of their agents or employees. No party to this Contract shall be responsible for the acts of the other party or any other employee of the other party by virtue of this Contract.

XI. TERM OF CONTRACT; TERMINATION

11.01. *Term of Contract.* Unless sooner terminated pursuant to the provisions hereof, this Contract shall remain in effect for a period of forty (40) years from the date hereof and for as long thereafter as any Authority Bonds are outstanding. At such time as no Authority Bonds are outstanding, this Contract shall further remain in effect for successive ten (10) year terms unless terminated by at least one (1) year written notice served by any party hereto upon all other parties prior to the end of any term.

11.02. *Termination.* Upon termination by a Participant , the Authority, with the consent of at least two Participants sufficient to constitute more than 50% of the remaining Reserved Capacity of the Plant, shall have the right to take one or more of the following actions: (i) continue with the Contract with the right to sell the Reserved Capacity of the terminating Participant upon such terms and conditions as approved by the remaining Participants; and/or (ii) assign the terminating Participant's Reserved Capacity to the remaining Participants in proportion to their existing Reserved Capacity.

XII. MERGER

12.01. *Merger*. This Contract is intended to amend, restate and replace all previous written agreements between the parties relating to ownership, maintenance and operation of the Plant for purposes of treating Participants' Sewage, including the following:

(a) the Regional Waste Disposal Facilities Contract by and between the Authority and the City of Friendswood for the initial construction and operation of the Plant dated December 12, 1974;

(b) the Regional Waste Disposal Facilities Contract by and between the Authority and Harris County Municipal Utility District No. 55 dated December 12, 1974;

(c) the Regional Waste Disposal Facilities Contract by and between the Authority and the City of Houston (as successor to Harris County Municipal Utility District No. 142) dated April 13, 1976, and that Supplemental Agreement No. 1 dated December 18, 1984; and

(d) the Regional Waste Disposal Facilities Contract by and between the Authority and Baybrook MUD 1 (as successor to CDC-Houston, Inc. pursuant to two assignments dated July 11, 1990 and July 17, 1990) dated November 4, 1986, and that Supplemental Agreement No. 1 dated January 23, 1986.

12.02. *Merger continued.* This Contract replaces all the above four (4) previous contracts, and no further reference to the previous contracts shall govern the terms and conditions of the operation of the Plant and the Participants responsibilities under this Contract.

XIII. NO LIEN

13.01. *No Liens.* No payment made by any Participant to the Authority under this Contract shall create any legal or equitable lien of any nature against the physical assets including the Plant or funds of the Authority, and any Participant's rights are intended to be only those expressly contained in this Contract or contained herein by necessary implication.

XIV. AMENDMENTS

14.01. *Amendments.* This Contract may be changed or modified only with the express written consent of the governing bodies of all parties hereto.

XV. ALTERNATIVE DISPUTE RESOLUTION: ADDITIONAL REMEDIES

15.01. *Dispute Resolution.* As authorized by Texas Government Code Chapters 791 and 2009, any matter that this Contract provides shall be resolved by arbitration shall be submitted to binding arbitration by an arbitrator mutually appointed by the parties, pursuant to the Alternative Dispute Resolution Procedures, Texas Civil Practice and Remedies Code Chapter 154, and the Texas General Arbitration Act, Texas Civil Practice and Remedies Code Chapter 171. The parties to this Contract will work together in good faith to resolve any controversy, dispute or claim between the parties that arises out of or relates to this Contract whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of (or such shorter time, if any, provided by this Contract) the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through binding arbitration under the Commercial Mediation or Arbitration Rules of the American Arbitration Association ("AAA"). A single impartial third party engaged in the practice of law, who is knowledgeable about the subject matter of this Contract, will conduct the arbitration under the then current rules of the AAA. Any arbitration under this Contract shall be conducted in Harris County, Texas. All costs involved in the arbitration shall be borne equally between the Participants and Other Parties, if any, to the proceeding. This provision shall survive the termination of this Contract.

15.02. *Other Remedies.* In enforcing the performance of the provisions of this Contract, the Authority and any Participant shall have the right to the exercise of all procedures available under the law including, but without limiting the generality thereof, a writ of mandamus to command performance of any provision.

15.02. *No Waiver of Immunity*. The parties acknowledge and agree that the Texas Legislature has provided a limited waiver of governmental immunity under Chapter 101 of the Texas Government Code and Chapter 271 of the Texas Local Government Code. It is expressly understood and agreed that under this Contract neither the Authority nor any of the Participants waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and each party specifically retains all immunity from suit and from damages that it may otherwise be entitled to under the laws of the State of Texas.

15.03. *Termination Limited.* Neither the Authority nor any Participant may terminate its duties under this Contract except in accordance with its terms.

XVI. FORCE MAJEURE

16.01. *Force Majeure*. If because of force majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract other than the obligation to make money payments, then such party shall give to the other parties prompt written notice of the force majeure with reasonably full details concerning it thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved. The term "force majeure" as used herein means an act of God, strike, lockout, or other industrial disturbance, act of a public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

XVII. NOTICE

17.01. *Notice.* Any required notice which may be given pursuant to this Contract shall, until due notice has been given of a change of address, be in writing and sent by certified mail, postage prepaid, and as provided in Section 17.02, to the following addresses:

Gulf Coast Authority
910 Bay Area Boulevard
Houston, Texas 77058
Attention: General Manager
Email:_____

City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
Attention: Mayor of Friendswood
Email:_____

City of Houston
Director, Public Works
611 Walker
Houston, Texas 77002
Email:_____

Baybrook MUD 1
C/O Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Jane Miller
Email:_____

Harris County MUD 55 Email:_____
C/O Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
Attn: Reginald Wilson

17.02 Electronic Copies Required. All written notices required or permitted to be given under this Contract from one Party to another shall be deemed given when transmitted by certified or registered mail by placement in a United States Postal Service mailbox or receptacle, with proper postage affixed thereto and addressed to the respective other Party at the address set forth above or at such other address as the Parties respectively shall designate by written notice. Notice required under this Contract sent by U.S. Mail as specified herein must also be transmitted by electronic mail to the other Party.

XVIII. CONSENTS AND APPROVALS

18.01. *Consents.* All consents and approvals to be given by any party hereto shall be by written resolution of its governing body except where expressly provided that approval may be given by a party's representative on the Advisory Committee, and shall not be unreasonably withheld.

XIX. TITLES NOT RESTRICTIVE

19.01. *Titles.* The titles and captions assigned to the various Articles and Sections of this Contract are for convenience only and are intended to be descriptive of the matters following said titles. The titles shall not be considered restrictive of the subject matter of any Article or Section or any part of this Contract.

XX. SEVERABILITY

20.01. *Severability.* If any one or more of the Articles, Sections, provisions, clauses, or words of this Contract shall for any reason be held to be invalid, such invalidity shall not affect any other Article, Section, provision, clause, or word of this Contract, and the parties hereto agree that they would have entered into this Contract regardless of such invalidity.

XXI. AUTHORIZED CONTRACT

21.01. *Approved by Governing Bodies.* This Contract and all its provisions have been executed by the Participants and the Authority by virtue of action taken by their governing bodies pursuant to law and has been executed, upon and by authority of an ordinance or order, as applicable, passed at meetings of such governing bodies.

21.02. *Interlocal Agreement.* This Contract is made in part under the authority conferred in Chapter 791, Texas Government Code.

ATTACHMENTS:
Exhibit A – Plant Site
Exhibit B – Point of Acceptance for each Participant
Exhibit C – Service Area

[Signatures on following pages]

GULF COAST AUTHORITY

_____
Its Chairman of the Board

Attest:

_____
By Its Secretary of the Board

ATTEST/SEAL

CITY OF FRIENDSWOOD, TEXAS

By: _____
Name:
Title:

By: _____
Name:
Title

Attest/Seal:	CITY OF HOUSTON, TEXAS
City Secretary	Mayor
APPROVED:	COUNTERSIGNED
Director, Public Works and Engineering Department	City Controller
APPROVED AS TO FORM:	DATE COUNTERSIGNED:
_____	_____
Senior Assistant City Attorney	

ATTEST/SEAL:

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. ONE

By:_____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

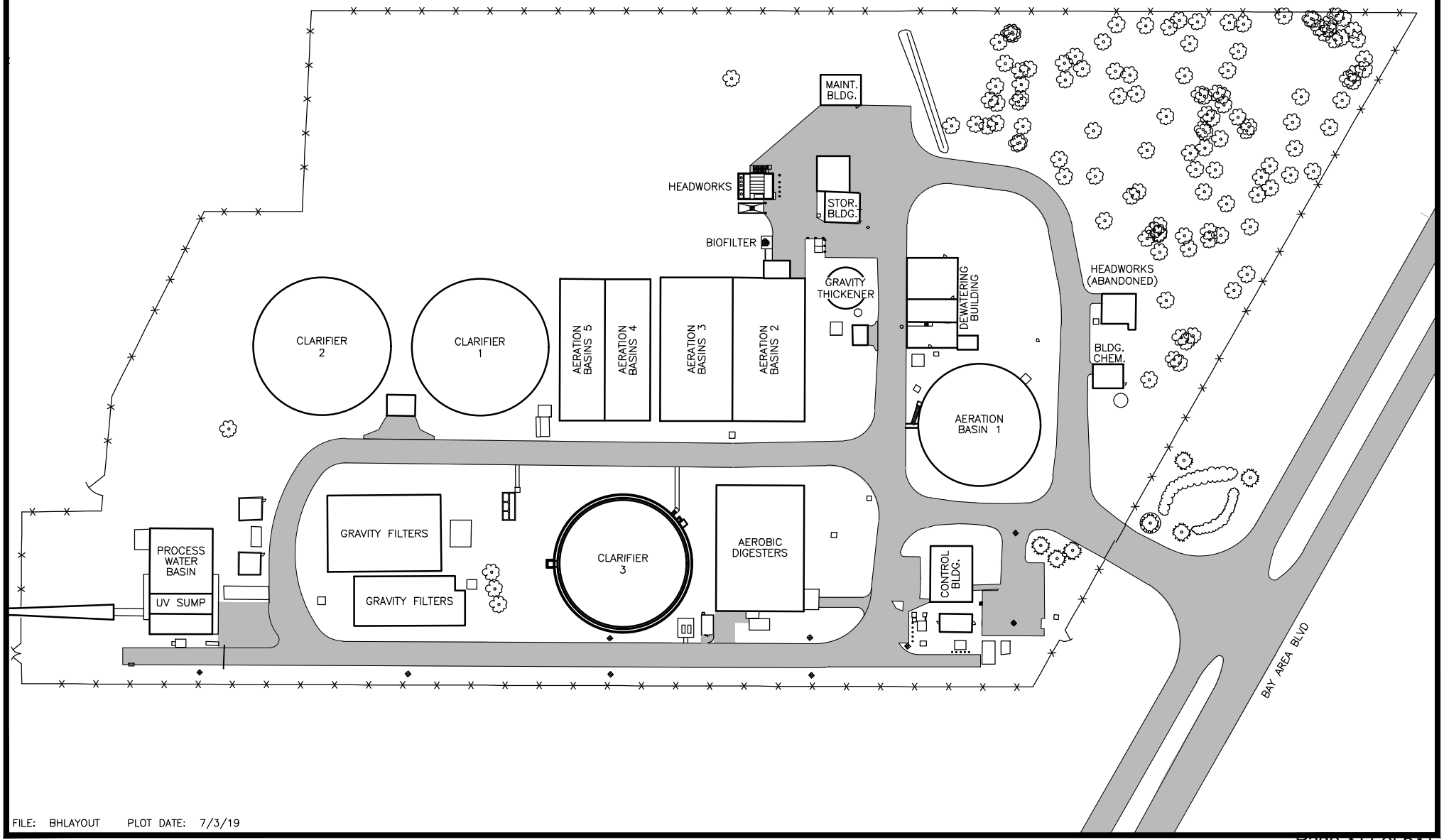
By:_____
Name:
Title:

By: _____
Name:
Title:

GULF COAST AUTHORITY

BLACKHAWK VISITOR'S SITE MAP

3902 WEST BAY AREA BLVD., FRIENDSWOOD, TEXAS, 77546
(281) 488-4115, FAX (281) 226-1009
PERMIT #'s: TPDES 11571-001/NPDES TX0069728

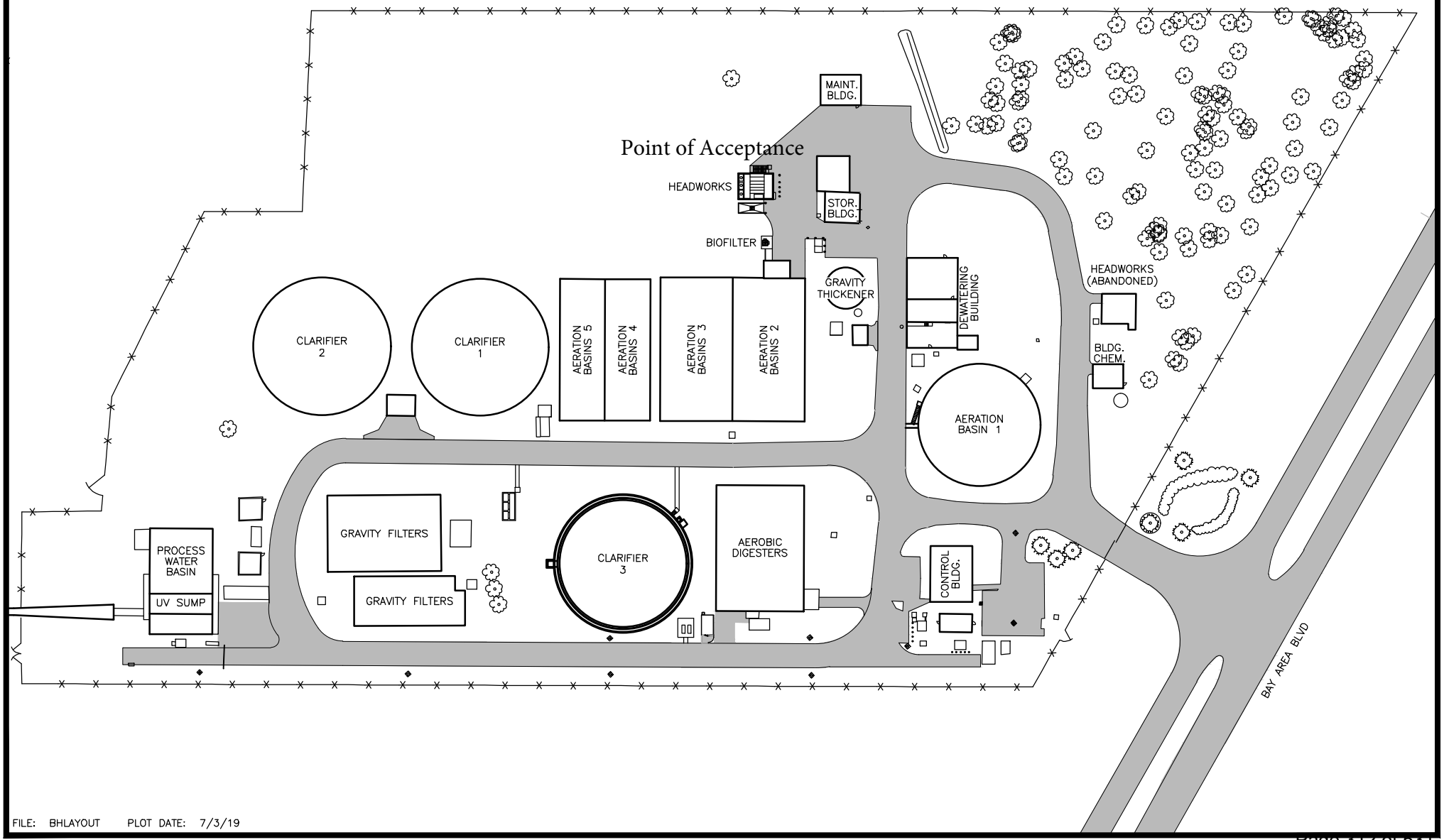


FILE: BHLAYOUT PLOT DATE: 7/3/19

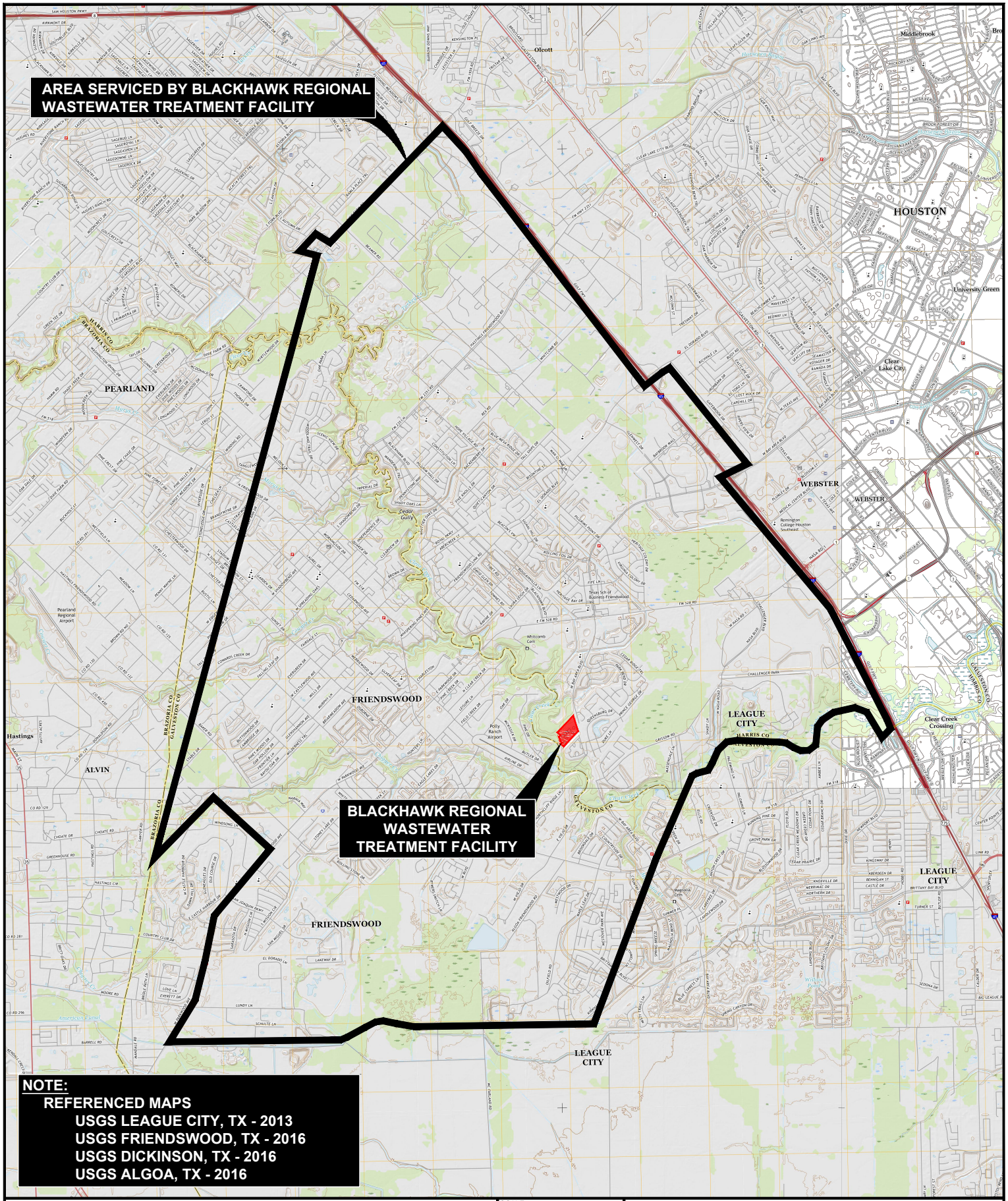
GULF COAST AUTHORITY

BLACKHAWK VISITOR'S SITE MAP

3902 WEST BAY AREA BLVD., FRIENDSWOOD, TEXAS, 77546
(281) 488-4115, FAX (281) 226-1009
PERMIT #'s: TPDES 11571-001/NPDES TX0069728



FILE: BHLAYOUT PLOT DATE: 7/3/19



GULF COAST AUTHORITY
BLACKHAWK
FRIENDSWOOD, TEXAS

SCALE:	4"=1'-0"
DATE:	1/18/18
DRAWN BY:	WAP
CHECKED BY:	
ENG BY:	
APPR BY:	

SITE DRAWING

PROJECT:

SHEET: 1 OF 1

REV:

FILE: BHSERVICEAREA PLOT DATE: 1/18/18

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/28/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on executing a three-year lease-purchase contract for the purchase of computer production server equipment.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Execution of a finance agreement between the City and Key Government Finance, Inc. for lease-purchase of computer server equipment for the Public Works/Parks Maintenance Building. The solution will replace the older servers and provide redundancy between City facilities and to ensure business continuity and disaster recovery during emergency events or power outages. The equipment will be purchased from Red River Technology, Inc. at a total cost of $306,328.86 with three annual payments of $106,262.02 beginning in fiscal year 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provides redundancy of computer functionality at City facilities to ensure operations continue and City service expectations are met.

RECOMMENDATIONS

Staff recommends proceeding with the lease to purchase option provided by Key Government Finance, Inc., financing agent for Red River Technology, Inc., for the purchase of computer server equipment for the Public Works/Parks Maintenance Building and authorize the Mayor to sign the contract. Upon Council's action the City Attorney will provide the vendor with a legal statement of opinion on the agreement documents.

ATTACHMENTS

1. Contract package Rev 2

Key Government Finance, Inc.

1000 South McCaslin Boulevard
Superior, CO 80027-9456

Friday July 2, 2021

City of Friendswood, TX
910 S Friendswood Dr
Friendswood, TX 77546

Re: Key Government Finance, Inc. – Master Equipment Lease Agreement dated June 7, 2021 and Lease Schedule No. 2002527901 thereunder

Dear Katina Hampton:

Enclosed, please find two (2) sets of financing documents for your review and execution - please **print out two (2) sets**. Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

KEY GOVERNMENT FINANCE, INC.
ATTN: Lucas Pick
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person(s) with Signing Authority, as listed in the contract, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: ***All fully executed documents must be returned no later than*** July 14, 2021***; otherwise, the transaction is subject to re-pricing. Also, one of our representatives will contact you prior to funding to conduct a Telephone Audit to review the terms of your contract and to confirm the equipment that we are financing for you. We will also answer any questions you may have. If you will not be available, list the name of any individual that you wish to authorize on your behalf to complete this Audit.***

Name _____ ***Title*** _____

Executed documents required for funding are:

- ❑ Master Equipment Lease Agreement*
- ❑ Lease Schedule No. 2002527901*
- ❑ Lessee's Counsel's Opinion – This is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Master Equipment Lease Agreement and Lease Schedule.
- ❑ Acceptance Certificate – ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- ❑ Certificate of Insurance – Required prior to funding. Please fill out the form and provide it to your insurance company. The Insurance Certificate(s) is required prior to funding.
- ❑ Sales/Use Tax Exemption Certificate or Letter, if applicable
- ❑ Escrow Agreement – Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 1 (Acceptance Certificate) will need to be filled out when the project is complete, it is your final payment request.
- ❑ Email Invoice Acknowledgement (if you would like to enroll in electronic invoicing)

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Please contact either Jason Hennings at (720) 304-1442 or me at (720) 304-1437 with any questions.

Sincerely,

Lucas Pick
Account Manager

MASTER EQUIPMENT LEASE AGREEMENT

AGREEMENT DATE: JUNE 7, 2021
LESSEE: CITY OF FRIENDSWOOD, TX
LESSEE'S PRINCIPAL PLACE OF BUSINESS: 910 S FRIENDSWOOD DR FRIENDSWOOD, TX 77546

THIS MASTER EQUIPMENT LEASE AGREEMENT (this "Master Lease"), made as of the above date, is entered into by and between **Key Government Finance, Inc.**, a Colorado corporation ("Lessor"), having its principal place of business at 1000 S. McCaslin Blvd, Superior, CO 80027, and the Lessee named above ("Lessee"), having its principal place of business at the address set forth above. As used herein, "State" means the state in which Lessee is situated.

1. LEASE AGREEMENT: Pursuant to the terms of this Master Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the machinery, equipment and other personal property (the "Equipment") listed in the Lease Schedule(s) related hereto which are or may from time to time be executed by Lessor and Lessee (the "Schedules"). Each Schedule shall constitute a separate and independent lease (a "Lease"); the original of such Lease shall consist of the manually-signed Schedule and a reprographic copy of this Master Lease. Capitalized terms used and not defined herein shall mean and refer to the corresponding items on the applicable Schedule. Lessor will also finance the fees (the "Fees") for any of the following, if specified on a Schedule: (i) software licenses (the "Software") granted by the Supplier (as defined in Section 4) pursuant to a separate licensing agreement between such Supplier and Lessee; and (ii) services relating to the transportation, delivery, installation, maintenance or operation of the Equipment (the "Services") provided by the Supplier of the Equipment pursuant to a separate agreement between such Supplier and Lessee. **EACH SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between Lessor and Lessee for the equipment. Documentation (e.g., orders and invoices) between or among Lessee and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Schedule or to Lessor.

2. TERM:

(a) The Master Lease shall commence as of the above date, provided Lessor accepts this Master Lease in writing and shall continue as long as any Schedule is in effect. The rental term of a Lease (the "Rental Term") shall commence upon the date when the term of the Lease Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Lease Schedule, and shall continue for the number of months set forth in such Schedule, unless such term has been extended or otherwise modified in a writing executed by Lessor and Lessee. Lessee's execution of a Schedule shall evidence its binding commitment to lease the Equipment described therein upon the terms and conditions of this Master Lease and such Schedule.

(b) If, upon agreement by Lessor and Lessee as to any Equipment and Fees to be acquired and leased by Lessee under this Master Lease, Lessor and Lessee enter into an escrow agreement under which the cost of such Equipment and Fees are to be paid (the "Escrow Agreement") (i) Lessor and Lessee shall immediately complete and execute an Escrow Agreement and (ii) the amount deposited by Lessor into the escrow account shall be repaid by the Rental Payments due under the applicable Schedule.

3. RENTAL PAYMENTS: Lessee shall pay Lessor the monthly amounts specified in the applicable Schedule (the "Rental Payments"). In addition to the Rental Payments, any Advance Rental Payment(s) specified on the Schedule and interim rent shall be due and payable on the first Rental Payment date. Interim rent shall be in an amount equal to 1/30th of the applicable Rental Payment for each day from and including the Acceptance Date to and excluding the first Rental Payment date. If a Schedule includes any Software or Services, the Rental Payments specified include amounts to cover payment of the related Fees. Rental Payments shall be payable at the mailing address of Lessor set forth in Lessor's Invoice.

4. ORDER AND ACCEPTANCE OF EQUIPMENT AND SOFTWARE: Lessee has selected or will select all of the Equipment, Software and Services and the manufacturer, supplier or licensor thereof (the "Supplier(s)") and therefore acknowledges that Lessor has not selected, manufactured, supplied or provided any Equipment, Software or Services. In reliance upon Lessee's execution of and compliance with this Lease and assignment of Lessee's purchase rights for the Equipment to Lessor, Lessor shall issue its purchase order to the Supplier(s) for the Equipment, Software and/or Services described in the applicable Schedule. As soon as practicable after the date on which the Equipment and Software have been delivered and determined by Supplier(s) to be ready for use at Lessee's location (the "Acceptance Date"), Lessee will execute a Certificate of Acceptance provided by Lessor and dated as of the Acceptance Date. If prior to the Last Acceptance Date set forth in the Schedule (i) no Event of Default has occurred, (ii) Lessor receives such executed Certificate of Acceptance, all other documents and information required under this Lease, and any additional credit enhancement of Lessor requires in connection with the related Schedule, and (iii) Lessor receives appropriate invoices and related documents from Supplier(s), Lessor shall pay the Supplier(s) for the Equipment and any Fees.

5. DELIVERY AND INSTALLATION: Lessee shall arrange with the Supplier(s) for delivery and installation of Equipment and Software under each Schedule. All Equipment and Software shall be shipped directly from Supplier(s) to Lessee. Lessor shall have no liability for any delay or failure by the Supplier(s) to deliver any Equipment, to license any Software or to perform any Services, or with respect to the selection, installation, testing, performance, quality, maintenance or support of the Equipment, Software or Services. Lessee, at its expense, will pay all transportation, packing, taxes, duties, insurance, installation, testing, maintenance and other charges in connection with the delivery, installation and use of the Equipment and Software, unless the related Service is included in the related Schedule.

6. DISCLAIMER:

(a) LESSOR, NOT BEING THE SUPPLIER OR THE AGENT OF ANY SUPPLIER, MAKES NO WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING, BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT, SOFTWARE OR SERVICES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE EQUIPMENT, SOFTWARE OR SERVICES, COMPLIANCE OF THE EQUIPMENT, SOFTWARE OR SERVICES WITH THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION OR CONTRACT, PATENT OR COPYRIGHT INFRINGEMENT, OR LATENT DEFECTS. LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR THE BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY THE SUPPLIER(S). LESSOR MAKES NO REPRESENTATION AS TO THE TREATMENT BY LESSEE OF THIS LEASE FOR FINANCIAL STATEMENT OR TAX PURPOSES. LESSEE LEASES THE EQUIPMENT "AS IS." Lessee agrees, regardless of cause, not to assert any claim whatsoever against Lessor for any indirect, consequential, incidental or special damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service. Any action by Lessee against Lessor for any default by Lessor under this Lease shall be commenced within one (1) year after any such cause of action accrues.

(b) Lessee shall look solely to the Supplier(s) for any and all claims related to the Equipment, Software or Services. LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER(S) NOR ANY SALESPERSON OR OTHER AGENT OF SUPPLIER(S) IS AN AGENT OF LESSOR, NOR ARE ANY OF THEM AUTHORIZED TO WAIVE OR ALTER THIS LEASE. No representation by Supplier(s) shall in any way affect Lessee's duty to pay the Rental Payments and perform its obligations under this Lease.

7. NO OFFSET: This Lease is a net lease. EXCEPT AS PROVIDED BELOW IN SECTION 8, LESSEE'S OBLIGATIONS TO PAY ALL AMOUNTS UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY SET-OFF, COUNTERCLAIM, ABATEMENT, REDUCTION, RECOUPMENT, INTERRUPTION OR DEFENSE FOR ANY REASON WHATSOEVER, INCLUDING EFFECTS OR FAILURE IN, LOSS OF USE OR POSSESSION OF, OR DISCONTINUANCE OF THE EQUIPMENT, SOFTWARE OR SERVICES. THIS LEASE CANNOT BE PREPAID OR TERMINATED BY LESSEE UNLESS AGREED IN WRITING BY LESSOR.

8. NON-APPROPRIATION: If sufficient funds are not appropriated to make Rental Payments required under a Schedule, such Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Equipment under said Schedule to Lessor. If Lessee fails to deliver possession of the Equipment to Lessor upon termination of said Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Schedule and this Master Lease. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

9. TITLE TO AND LOCATION OF EQUIPMENT AND SOFTWARE:

(a) Title to each item of Equipment shall remain with Lessor or its assigns at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will keep the Equipment free and clear of all claims, liens, and encumbrances, other than those which result from acts of Lessor or its assigns. All items of Equipment shall at all times remain personal property notwithstanding that any such Equipment may be affixed to realty.

(b) The Equipment shall be delivered to the location specified in the related Schedule and shall not be relocated, displaced or moved without Lessor's prior written consent. Lessee shall in no event permit any Equipment to be removed outside the United States.

(c) LESSOR HAS NO RIGHTS IN OR TO ANY SOFTWARE, AND NO TITLE OR OWNERSHIP INTEREST IN SOFTWARE SHALL BE TRANSFERRED TO LESSEE PURSUANT TO THIS LEASE, WHETHER OR NOT LESSOR FINANCES THE FEES THEREFOR, AND NOTWITHSTANDING LESSEE'S EXERCISE OF ANY PURCHASE OR RENEWAL OPTIONS HEREUNDER. LESSOR HAS NO OBLIGATION WITH RESPECT TO SOFTWARE OR SERVICES, WHETHER OR NOT LESSOR FINANCES THE FEES THEREFOR.

10. TAX BENEFITS:

(a) Lessee acknowledges that Lessor intends to claim all available tax benefits of ownership with respect to the Equipment (the "Tax Benefits"), unless otherwise indicated in a Schedule. All references to Lessor in this Section include the consolidated taxpayer group of which Lessor is a member. Tax Benefits shall include interest deductions, investment tax credit and depreciation deductions using the "applicable depreciation method" set forth in Section 168(b)(1) of the Internal Revenue Code, as amended (the "Code") over an "applicable recovery period" of 5 years. Lessee represents and warrants to Lessor that at no time during the Lease Term will Lessee take or omit to take, nor will it permit any sublease or assignee to take or omit to take, any action (whether or not such sublessee or assignee, or act or omission is otherwise permitted by the terms of this Lease), which may result in the disqualification of any of the Equipment for, or recapture of, all or any portion of the Tax Benefits.

(b) If as a result of a breach of any representation or warranty of Lessee in this Lease or any act, omission or misrepresentation by Lessee, (i) tax counsel of Lessor shall determine that Lessor is not entitled to claim on its federal income tax

return all or any portion of the Tax Benefits, or (ii) any such Tax Benefit is disallowed or recaptured (a "Loss"), then Lessee shall pay to Lessor, on demand, as an indemnity and as additional rent, an amount which will, after deduction therefrom of all taxes required to be paid by Lessor with respect to such amount, enable Lessor to receive the same after-tax rate of return that Lessor would have realized had such Loss not occurred, plus all interest and penalties assessed on such Loss.

11. USE OF EQUIPMENT; INSPECTION: During the Rental Term, Lessee may possess and use the Equipment in accordance with this Lease free and clear of any claims arising by, through or under Lessor, provided that Lessee is in compliance with the terms of this Lease, applicable law, insurance policies, installation requirements (including environmental specifications) and warranties of Supplier(s) concerning the Equipment. Lessee shall obtain all permits and licenses, if any, necessary for the Equipment. Lessor shall have the right, upon reasonable prior notice to Lessee and during regular business hours, to inspect the Equipment.

12. FURTHER ASSURANCES: Lessee shall provide to Lessor, at Lessor's request, such documents and assurances as Lessor deems necessary for the confirmation or perfection of this Lease, including corporate resolutions, opinions of counsel and financing statements. Lessor is authorized to file financing statements (with respect to the Equipment and this Lease) signed only by Lessor or signed by Lessor on behalf of Lessee, as Lessee's attorney in fact. Any such filings shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code. Lessee will within 120 days of the close of each fiscal year of Lessee, deliver to Lessor, Lessee's balance sheet and profit and loss statement, certified by a recognized firm of certified public accountants. Upon request, Lessee will also deliver to Lessor quarterly, within 60 days of the close of each fiscal quarter of Lessee, Lessee's quarterly financial report certified by Lessee's chief financial officer. Lessee agrees to promptly notify Lessor in writing of any change in Lessee's corporate or business name or in the location of its principal place of business.

13. RISK OF LOSS:

(a) Lessee shall bear the entire risk of any item of Equipment being lost, stolen, destroyed or otherwise rendered permanently unfit or unavailable for use from any cause whatsoever (an "Event of Loss") after its delivery to Lessee. If an Event of Loss shall occur, Lessee shall promptly notify Lessor. On the Rental Payment date following such notice or within ten (10) days after Lessor's invoice, whichever is later, Lessee shall pay to Lessor an amount equal to the Rental Payment(s) and any other amounts then due and payable for such item of Equipment plus the Stipulated Loss Value (as hereinafter defined) for such item as of such date. Upon such payment in full, (i) the Rental Payments for such item shall cease to accrue; (ii) the Rental Term as to such item shall terminate; (iii) Lessee shall be entitled to the proceeds of any recovery in respect of such item from insurance or otherwise; and (iv) Lessor shall inform Lessee of the revised Rental Payments for the remaining Rental Term.

(b) The Stipulated Loss Value for any item of Equipment as of any Rental Payment date shall be an amount equal to: (i) the present value of all future Rental Payments with respect thereto, discounted at the Discount Rate (as hereinafter defined) to such date, plus (ii)(A) in the event of a Schedule with an FMV purchase option (as defined in Section 19) or no purchase option, 12 times the applicable Rental Payment with respect thereto, as a reasonable estimate of Lessor's anticipated residual value and tax Losses from such item of Equipment (but excluding any portion of such Rental Payments which is allocable to Lessor's financing of Fees under the applicable Schedule), or (B) in the event of a Schedule with a fixed purchase option amount, the applicable portion of the purchase option amount with respect to such item of Equipment. The "Discount Rate" shall be defined as the average yield to maturity (expressed as an interest rate) of United States Treasury Notes and Bonds as published by the Federal Reserve in effect on the Acceptance Date under the applicable Schedule whose maturities most closely coincide with the Rental Term thereunder, plus 200 basis points.

14. INSURANCE: Lessee, at its own expense, shall insure the Equipment against all risks in an amount at least equal to the Stipulated Loss Value thereof, with carriers acceptable to Lessor, under a policy containing a loss payable endorsement in favor of Lessor and its successor and assigns. Lessee shall further, at its expense, maintain in effect a policy of comprehensive public liability and property damage insurance in form and amount and with carriers satisfactory to Lessor, which names Lessor and its successors and assigns as additional insureds. The policies shall provide that they may not be canceled or altered without at least 30 days prior written notice to Lessor or its assigns. Lessee shall deliver to Lessor copies or other evidence satisfactory to Lessor of each insurance policy upon Lessee's execution of each Schedule and each renewal thereof. Lessor shall have the right, on behalf of itself and Lessee, to make claims for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under said insurance policies.

15. MAINTENANCE AND REPAIRS: Lessee shall, at its expense, maintain the Equipment and all additions, attachments and accessories thereto, in good repair, condition and working order (including replacement of all parts which become damaged, worn out or unfit for use with appropriate new replacement parts), excluding, however, normal wear and tear resulting from Lessee's authorized use. In addition, Lessee shall maintain the Equipment at the most current engineering levels issued by the Supplier of the Equipment and shall comply with all directives issued by such Supplier. Lessee shall, at its expense, enter into and keep in force during the Rental Term a maintenance agreement with the Supplier of the Equipment and shall send Lessor a copy on request. Lessee shall promptly inform Lessor of any changes to or terminations of such maintenance agreement. Lessee shall take all actions necessary during the Rental Term to ensure that the Equipment will be eligible, at the expiration or termination of the Rental Term, for a standard, full service maintenance contract with the Supplier thereof. Lessee, without the prior written consent of Lessor, shall make no modifications or alterations to any item of Equipment except engineering changes suggested by the Supplier, nor shall Lessee place any Equipment in storage or retire any Equipment from use during the Rental Term. Lessee may make repairs, additions or attachments to the Equipment so long as they do not interfere with the normal and satisfactory operation or maintenance thereof, create a safety hazard or impair the originally intended function of the Equipment. All modifications, repairs, alterations, replacement parts, additions and attachments to the Equipment shall become the property of Lessor and subject to this Lease, subject, however, to the right of Lessor to require Lessee to return the Equipment to its original condition.

16. TAXES:

(a) Lessee shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the Rental Payments, Equipment, Software or Services, or the use, registration, rental, shipment, transportation, delivery, ownership or operation thereof, and on or relating to this Lease; excluding, however, Lessor's net income taxes. Applicable sales and use taxes shall be paid with the Rental Payments unless Lessee provides evidence of direct payment authority or an exemption certificate valid in the state where the Equipment and/or Software is located.

(b) Lessee agrees that it will not list or report any Equipment for property tax purposes unless otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to the Equipment from the appropriate taxing authority, Lessor will pay such tax and invoice Lessee for the expense. Lessee will reimburse Lessor for such expense on the next Rental Payment date. Lessee shall be responsible for claiming or obtaining any exemption from property taxes to which Lessee may be entitled under applicable law, and for informing Lessor of any such exemption.

17. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATION: If Lessee shall fail to comply with any provision of this Lease, Lessor may, but shall not be obligated to, effect such compliance, in whole or in part. All expenses incurred by Lessor in effecting such compliance, including reasonable legal fees, shall be payable by lessee to Lessor on demand. Lessor's performance of any of Lessee's obligations shall not be deemed a waiver or release thereof.

18. LATE CHARGES; TIME IS OF THE ESSENCE: A charge on any Rental Payments or other sums due hereunder which are past due shall accrue at the rate of 18% per annum, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

19. RISK OF LOSS; COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Master Lease or a Lease. However, as between Lessor and Lessee, and to the extent permitted by law and subject to appropriation of funds by Lessee, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, proceedings, actions, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, proceedings, actions, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Equipment in accordance with the terms of the Master Lease to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

20. PURCHASE OPTION: Lessee shall have no option to purchase any item of Equipment unless the terms of such purchase option are set forth in the applicable Schedule. If a purchase option is provided on the Schedule, Lessee may, if no Event of Default then exists, purchase all (but not less than all) of the Equipment having the same Rental Term expiration date. If there is a purchase option for fair market value ("FMV") or for a price greater than $1.00, such purchase option may only be exercised by Lessee's written notice to Lessor not less than 90 days prior to the end of the applicable Rental Term. For any purchase option price stated as $1.00, however, Lessee need not give any written notice, and title to the Equipment shall transfer to Lessee upon Lessee's compliance with all of its obligations hereunder at the end of the Rental Term (*provided,* in the case of a Schedule evidencing a lease intended as security, notwithstanding anything to the contrary contained in this Master Lease or in any such Schedule, title to the Equipment shall actually transfer to Lessee on the date on which such Equipment is delivered to and accepted by Lessee, pursuant to a Certificate of Acceptance). The terms "fair market value" and "FMV" shall mean the value, as determined by Lessor, which would be obtained in an arm's-length transaction between an informed and willing buyer-user under no compulsion to buy and an informed and willing seller under no compulsion to sell and, in such determination, (i) costs of removal of the Equipment from its location of current use shall not be a deduction from such value; (ii) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Lease; and (iii) in the case of any installed Equipment, that Equipment shall be valued on an installed basis. On the last day of the Rental Term, Lessee shall pay to Lessor the purchase price for such item of Equipment in cash; and upon receipt of such payment Lessor shall transfer to Lessee title to the Equipment, free and clear of any claim, lien or encumbrance (other than those held by parties claiming by, through or under Lessee), but without recourse, representation or any other warranty, express or implied, "AS IS", in its then condition and location. Lessee shall be responsible for all applicable sales, use, personal property and other taxes.

21. RENEWALS/EXTENSIONS: If a renewal is set forth in any Schedule, Lessee may, at its option, extend the Rental Term for the renewal period specified by giving Lessor written notice not less than 90 days before the expiration of the Rental Term or the then current renewal thereof, provided no Event of Default then exists. Any such renewal shall continue on the same terms and conditions set forth herein and such renewal term shall be treated as a Rental Term; except that the Rental Payments shall be in the amount of the renewal Rental Payments set forth in the applicable Schedule. If the Schedule provides for FMV renewal Rental Payments, they shall be determined as set forth in Section 20, substituting renewal Rental Payments for purchase price. If Lessee fails to exercise any renewal or purchase option pursuant to Sections 20 and 21, and either (i) fails to notify Lessor of its intention to return the Equipment pursuant to Section 26 or (ii) fails to return the Equipment after such notification to Lessor, then the lease of such Equipment shall automatically be extended on a month-to-month basis until terminated (upon notice by either party, given at least 90 days prior to the end of the month in which the termination is to be effective) at rent equal to the Rental Payment applicable during the Rental Term, and all other obligations of Lessee under this Lease shall continue during such month-to-month rental.

22. ADVANCE RENTALS: Any Advance Rental Payments required by the Schedule may be applied by Lessor to any past due amount owed by Lessee under this Lease and, if no Event of Default occurs, shall be applied to the final Rental Payment(s). In

no event shall any Advance Rental Payment(s) be refunded to Lessee. The Advance Rental Payment shall be non-interest bearing, may be co-mingled with Lessor's funds and shall be security for the full payment and performance by Lessee under this Lease. Such Advance Rental Payment(s) shall not excuse the performance of any obligation of Lessee or prevent or cure default thereof.

23. REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee represents and warrants to Lessor that as of the date of each Schedule and Acceptance Date:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Master Lease and the Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Master Lease and the Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Master Lease and the Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Master Lease and the Schedule and the acquisition by Lessee of the Equipment thereunder. On or before the Commencement Date for the Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Schedule as Exhibit 2.

(d) During the Lease Term for the Schedule, the Equipment thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Master Lease and the Schedule in such form and containing such information as may be requested by Lessor.

(f) The execution, delivery and performance of this Master Lease and the Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

(g) Lessee's exact legal name is as set forth on the first page of this Master Lease. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

(h) As of the date hereof, no litigation is pending, (or, to Lessee's knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of this Master Lease or of other agreements similar to this Master Lease; (b) questioning the authority of Lessee to execute this Master Lease, or the validity of this Master Lease; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of this Master Lease; or (d) affecting the provisions made for the payment of or security for this Master Lease.

24. ASSIGNMENT BY LESSEE: WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE MAY NOT, BY OPERATION OF LAW OR OTHERWISE, (A) ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF THIS LEASE OR THE EQUIPMENT OR ANY INTEREST THEREIN, OR (B) SUBLEASE OR LEND THE EQUIPMENT OR PERMIT THE EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE OR LESSEE'S EMPLOYEES; provided, however, that Lessee may allow third parties under Lessee's supervision to use the Equipment so long as Lessee retains uninterrupted possession and control of the Equipment.

25. ASSIGNMENT BY LESSOR: LESSOR MAY ASSIGN, SELL OR ENCUMBER ALL OR ANY PART OF THIS LEASE, THE EQUIPMENT AND THE RENTAL PAYMENTS AND OTHER AMOUNTS DUE HEREUNDER. In the event of any such assignment and written direction by Lessor to Lessee, Lessee shall pay directly to any such assignee without abatement, deduction or set-off all Rental Payments and other sums under this Lease. ANY SUCH ASSIGNEE SHALL HAVE ALL OF THE RIGHTS, BUT NONE OF THE OBLIGATIONS, OF LESSOR UNDER THIS LEASE, AND LESSEE SHALL NOT ASSERT AGAINST ANY SUCH ASSIGNEE ANY DEFENSE, COUNTERCLAIMS OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR. Any such assignment (a) shall be subject to Lessee's right to possess and use the Equipment pursuant to Section 11, and (b) shall not release any of Lessor's obligations hereunder or any claim which Lessee has against Lessor.

26. RETURN OF EQUIPMENT: At least 90 days prior to expiration of the Rental Term or any extension or renewal thereof, Lessee shall (unless Lessee is exercising a purchase option under Section 20 or renewing the Lease under Section 21) give Lessor written notice of its intent to return the Equipment. Upon such expiration, Lessee at its own risk and expense, (i) will immediately have the Equipment deinstalled and returned to Lessor in the same condition as when delivered, ordinary wear and tear excepted, to such location as Lessor shall designate; and (ii) will, on request from Lessor, obtain from the Supplier (or other maintenance service provider previously approved by Lessor) a certificate stating that the Equipment qualifies for full maintenance service at the standard rates and terms then in effect.

27. DEFAULT:

(a) Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (each, an "Event of Default"): (i) Lessee fails to make any Rental Payment or any other payment when due under this Lease and such

failure continues for 10 days after written notice thereof by Lessor; or (ii) Lessee fails to maintain in effect any insurance required under this Lease; or (iii) Lessee fails to perform or breaches any other term, provision, representation or warranty contained in this Lease, and such failure continues for 30 days after Lessor's written notice; or (iv) the attempted sale, lease, rejection, revocation of acceptance or encumbrance of this Lease, any Equipment, or any attachments thereto; or (v) the dissolution, termination of existence or discontinuance of Lessee's business, or (if Lessee is an individual or sole proprietorship) Lessee dies or is judicially declared incompetent, or Lessee's insolvency, business failure, or failure to pay debts as they mature; or (vi) the appointment of a receiver or assignment for the benefit of creditors of any substantial part of Lessee's property, or the commencement of any proceedings under any bankruptcy, insolvency, reorganization or arrangement laws by or against Lessee, and if commenced against Lessee, such proceedings are not vacated within 60 days; or (vii) the sale of all or substantially all of Lessee's assets, or (viii) any of the foregoing events or conditions occur with respect to any guarantor of Lessee's obligations hereunder; or (ix) any of the foregoing events or conditions occur with respect to any other lease, conditional sale or installment purchase agreement between Lessee and Lessor.

(b) Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, do any one or more of the following in its sole discretion: (i) terminate this Lease; (ii) personally, or by its agents, take immediate possession from Lessee of any or all items of Equipment wherever found and for this purpose enter upon Lessee's premises where any item of Equipment is located and remove such items of Equipment with due process of law, and free from all claims by Lessee, including but not limited to claims for storage fees or for any data or information remaining in or accompanying any such repossessed Equipment; (iii) declare the Stipulated Loss Value (as defined in Section 13b), together with all other sums then due and payable hereunder (including, but not limited to, accrued and unpaid Rental Payments, late charges, indemnity amounts, legal fees and costs), to be immediately due and payable without any presentment, demand or protest (all of which are hereby expressly waived by Lessee) as liquidated damages for loss of a bargain and not as a penalty and in lieu of further Rental Payments; (iv) cause Lessee to promptly return any or all items of Equipment to Lessor pursuant to Section 26; (v) sell any or all of the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment, all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto; (vi) by written notice to any escrow agent who is holding proceeds of a Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Schedule; and (vii) exercise any other right or remedy which may be available to it under Article 9 in effect in the State or other applicable law including the right to recover damages for the breach hereof. The parties acknowledge that the Stipulated Loss Value under this Lease (plus all other sums then due and payable hereunder) reasonably reflects Lessor's anticipated loss in an Event of Default under this Lease.

(c) Lessee shall be liable for, and reimburse Lessor for, all reasonable and necessary legal fees and all commercially reasonable costs and expenses incurred by Lessor as a result of an Event of Default hereunder, or the exercise of Lessor's remedies, including placing any Equipment in the condition required by Section 26 hereof.

(d) The proceeds of sale, lease or other disposition of the Equipment shall be applied, upon receipt, as follows: (i) to the extent not previously paid by Lessee, to pay Lessor the Stipulated Value and all other sums, including any accrued Rental Payments and late charges, indemnity amounts, legal fees and costs due hereunder; then (ii) to reimburse Lessee any sums previously paid by Lessee to Lessor as liquidated damages; and (iii) surplus shall be retained by Lessor, except that any surplus from Equipment under a Schedule with a $1.00 purchase option shall be paid to Lessee. In the event such proceeds are less than the sum of all amounts due under (i), Lessee shall promptly pay such deficiency to Lessor.

(e) No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

28. SURVIVAL/SEVERABILITY: All of Lessee's indemnities and assumptions of liability in Sections 10, 16 and 19 shall continue in full force and effect notwithstanding the expiration or termination of any Rental Term. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Such remaining provisions shall be construed to effectuate the intent of the parties as set forth herein. To the extent permitted by applicable law, Lessee hereby waives any provision of law which prohibits or renders unenforceable any provision hereof in any respect.

29. NOTICE; PARTIES: All notices or demands required or permitted hereunder shall be given to the parties in writing and by personal delivery, certified mail, facsimile or overnight courier service at the address herein set forth or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this Section. Such notices or demands shall be deemed given upon receipt in the case of personal delivery and upon mailing or transmission or pickup in the case of mail, facsimile or overnight courier service, respectively. The provisions of this Lease shall be binding upon, and (subject to the limitations of Section 24 hereof) shall inure to the benefit of the assigns, representatives and successors of Lessor and Lessee. If more than one party executes a Schedule as Lessee, the liability of each shall be joint and several.

30. CONSTRUCTION; JURY TRIAL: This Lease shall in all respects be governed by and construed in accordance with the laws of the State as applicable to a lease between residents thereof. The titles of the Sections of this Lease are for convenience only and shall not define or limit any of the terms or provisions hereof. Lessee acknowledges that Lessor would not enter into this Lease unless the laws of the State applied hereto. Lessee hereby submits to the non-exclusive jurisdiction of any Federal or State court in any action or proceeding arising out of or relating to this Lease, waives all objections to venue or based on inconvenience of forum with respect to any such court and agrees that all claims in respect to such action or proceeding may be heard and determined in any such court. UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM THIS LEASE.

31. FINANCING, SECURITY INTEREST:

(a) In the event that this lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Equipment and any additions, attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.

(b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of Interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

32. ARTICLE 2A WAIVERS: In the event that Article 2A of the Uniform Commercial Code is adopted under applicable state law and applies to this Lease, then Lessee, to the extent permitted by law, waives any and all rights and remedies conferred upon a lessee by Sections 2A-508 through 2A-522 of such Article 2A, including, but not limited to, Lessee's rights to: (i) cancel or repudiate this Lease; (ii) reject or revoke acceptance of the Equipment, Software or Services; (iii) claim, grant or permit a security interest in the Equipment in Lessee's possession or control for any reason; (iv) deduct from Rental payments or other amounts due hereunder, all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (v) accept partial delivery of the Equipment; (vi) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for Equipment designated in this Lease; and (vii) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified to this Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies.

33. NO ACCORD AND SATISFACTION: No payment by Lessee or receipt by Lessor of a lesser amount than the Rental Payments specified in a Schedule shall be deemed to be other than on account of the Rental Payments, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction. Lessor may accept any such check or payment without prejudice to Lessor's right to recover the balance of Rental Payments or any other amount then due and owing hereunder or to pursue any other remedy provided in this Lease.

34. CONTINUING DISCLOSURE: Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Master Lease for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

35. ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS: This Lease and the Certificate of Acceptance executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment, its lease, the Rental Payments and other amounts due hereunder, and the Software, Services, and Fees, and supersede all prior proposals, communications and agreements, both written and oral, between the parties. NO TERM OR PROVISION OF THIS LEASE OR ANY CERTIFICATE OF ACCEPTANCE MAY BE CHANGED, WAIVED, AMENDED OR TERMINATED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH LESSOR AND LESSEE, except that Lessor may insert the serial numbers of any Equipment into the applicable Schedule.

Lessor's failure at any time to require strict performance by Lessee of any provisions of this Lease or the Certificate of Acceptance shall not waive or diminish Lessor's right thereafter to demand strict performance. Waiver of any Event of Default shall not be a waiver of any other or further Event of Default.

LESSEE HEREBY ACKNOWLEDGES THAT IT HAS READ, RECEIVED, RETAINED A COPY OF, AND UNDERSTANDS THIS LEASE, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed as of the date first above written.

Key Government Finance, Inc.

By: _____

Printed Name: _____

Title: _____

City of Friendswood, TX

By: _____

Printed Name:_____

Title: _____

The above-named representative of Lessee held at the time of authorization of this Master Lease by the governing body of Lessee and holds at the present time the office set forth above, has been duly authorized to sign this Master Lease, and the signature set forth above is his or her true signature.

Attest by:_____

Printed Name:_____

Title: _____

Lease Schedule No. 2002527901

THIS LEASE SCHEDULE NO. 2002527901 dated June 7, 2021 incorporates by reference the terms of the Master Equipment Lease Agreement dated June 7, 2021 ("Master Lease") BETWEEN Key Government Finance, Inc., as Lessor, and City of Friendswood, TX**,** as Lessee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the above-referenced Master Lease. Lessee's execution of this Schedule shall obligate Lessee to lease the Equipment from Key Government Finance, Inc. (which for the purposes of this Schedule is the "Lessor") and pay the Rental Payments and other amounts described under the term and conditions of the above-referenced Master Lease and this Schedule.

1. DESCRIPTION OF EQUIPMENT LEASED HEREUNDER AND/OR SOFTWARE AND SERVICES FOR WHICH FEES ARE FINANCED HEREUNDER:

As described in Red River Technology LLC Quote Number OP-0051800-6 dated June 29, 2021, referred to and incorporated herein by this reference.

2. EQUIPMENT LOCATION: 910 S. Friendswood Drive, Friendswood, TX 77546

3. RENT COMMENCEMENT DATE: June 7, 2021

4. RENTAL TERM & RENT PAYMENT DATES: Rental Payments: 3 Annual payments of $106,262.02 each (plus applicable sales/use taxes, if any) beginning on October 1, 2021 and ending on October 1, 2023 (Rental Term expiration date).

5. AMOUNT OF ADVANCE RENTAL PAYMENT(S): n/a

6. RENEWAL OPTION: n/a

7. ADDITIONAL LESSEE REPRESENTATIONS:

   a) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Lease) exists at the date hereof with respect to this Lease Schedule or any other Lease Schedules under the Master Lease.

   b) The acquisition of all Equipment under this Lease Schedule has been duly authorized by the governing body of Lessee.

   c) Lessee has never defaulted, failed to pay or non-appropriated on a lease, loan or bond.

   d) As of the date hereof, no litigation is pending, (or, to Lessee's knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery this Lease Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute this Lease Schedule, or the validity of the Master Agreement or this Lease Schedule (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of this Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Master Lease and this Lease Schedule.

7. PURCHASE OPTION: On the Rental Term expiration date, and so long as no Default or Event of Default shall have occurred and be continuing, Lessee shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor under this Lease, Lessor shall release its interest in the Equipment **"AS IS" "WHERE IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.** This Schedule is to be a lease intended as security.

8. EXPIRATION: Lessor, at its sole determination, may choose not to accept this Lease Schedule if the fully executed, original Agreement (including this Lease Schedule and all ancillary documents) are not received by Lessor at its place of business by July 7, 2021.

9. TAX BENEFITS: If Lessor does not intend to claim Tax Benefits with respect to this Schedule, Lessor will initial here: _____

10. LESSEE'S PAYMENT OF PROCEEDS INSTRUCTIONS:

Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Lease Schedule No. 2002527901 as follows:

PAYEE NAME	AMOUNT	PAY BY
The Bank of New York Mellon Trust Company, N.A.	$306,328.86	_X_Wire

Please Note:

If you are directing us to make a payment to a third party (i.e. not paying your own bank account) then we strongly recommend that you phone the third party payee on a verifiable phone number and confirm that the payment instructions that you received are valid. Fraudulent emails with fake payment instructions, fake phone numbers and contact names, are common and you should not rely on any information received via email without subsequently validating that information.

11. LESSEE'S INVOICE INSTRUCTIONS:

LESSEE'S BILL TO ADDRESS: _____

_____

_____

LESSEE'S BILLING CONTACT:

First and Last Name: _____

Title: _____ Phone Number: _____

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____ Purchase Order Number: _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Lease Schedule shall not be binding upon Lessor until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to Lessor in its sole discretion, all required documentation and credit enhancements from Lessee including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

Lessor: Key Government Finance, Inc.
By:
Name:
Title:

Lessee: City of Friendswood, TX
By:
Name:
Title:

The above named representative of Lessee held at the time of authorization of this Lease Schedule by the governing body of Lessee and holds at the present time the office set forth above, has been duly authorized to sign this Lease Schedule, and the signature set forth above is his or her true signature.

Attest By:
Name:
Title:

Exhibit 1

Certificate of Acceptance

LESSEE: City of Friendswood, TX
MASTER EQUIPMENT LEASE AGREEMENT DATED. . . . . June 7, 2021
LEASE SCHEDULE NUMBER . . . . . June 7, 2021
THE UNDERSIGNED ACKNOWLEDGES THAT:

In accordance with the above-referenced Master Equipment Lease Agreement (the "Master Agreement") and the Lease Schedule, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Key Government Finance, Inc. ("Lessor"), as follows:

1. The Equipment and products, as such terms are defined in the above-referenced Lease Schedule, have been acquired, made, delivered, installed and accepted on the date indicated below.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

Date: _____

Lessee: City of Friendswood, TX
By:
Name:
Title:

Exhibit 2
Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: Lease Schedule No. 2002527901 dated June 7, 2021 to Master Equipment Lease Agreement dated June 7, 2021 between Key Government Finance, Inc. and City of Friendswood, TX.

Ladies and Gentlemen:

We have acted as special counsel to City of Friendswood, TX ("Lessee"), in connection with the Master Equipment Lease Agreement, dated as of June 7, 2021 (the "Master Lease"), between City of Friendswood, TX, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Schedule No. 2002527901 (the "Schedule") pursuant to the Master Lease and, if applicable, that certain Escrow Agreement dated as of June 7, 2021by and among Lessee, Lessor and The Bank of New York Mellon Trust Company, N.A as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the account(s) opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the Schedule, and has entered into the Master Lease and the Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

By: _____

Dated: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE'S COUNSEL

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:
Insurance Carrier: *(Name)* _____

(Address) _____

(Address) _____

(Contact Name) _____

(Contact Phone) _____

FROM:
Customer/Lessee: City of Friendswood, TX
910 S Friendswood Dr
Friendswood, TX 77546
Contact Name: Katina Hampton
Contact Phone: (281) 996-3221

City of Friendswood, TX is in the process of financing Production Servers with Key Government Finance, Inc..

City of Friendswood, TX requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

(1) insurance against all risks of physical loss or damage to the Equipment;
(2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than $1,000,000; and
(3) if applicable, automobile liability coverage of not less than $3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. ***Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.***

❑ **1.** Please **EMAIL or FAX** this completed information to:
Key Government Finance, Inc.
Lucas Pick, Account Manager
Phone Number: (720) 304-1437

❑ **2.** Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
1000 S McCaslin Blvd.
Superior, CO 80027

❑ **3.** Please **CONTACT** the Account Manager:
- ✓ When sending this Certificate.
- ✓ If this cannot be completed today.
- ✓ If you have any questions.

EMAIL INVOICE ACKNOWLEDGEMENT

Key Government Finance, Inc. sends payment invoices, as a courtesy and for your information, to its clients via email in order to provide a faster and more efficient service.

Please provide the information requested below in order for us to ensure that these invoices are sent to the appropriate email address.

Email Address _____

Retype email address _____

We recommend that you provide a team email address that is monitored by more than one person in order to reduce the risk that the recipient is unavailable. Request to change this email address should be emailed to customerservice@leasingcentral.com.

We also recommend that you add the noreply@leasingcentral.com email address to your email address book so that these emails are not flagged as Spam.

- - - - - - - - -

Acknowledgement

The email address provided above is confirmed to be correct, secure, and should be utilized for all current, proposed and future transaction payment invoices between Key Government Finance, Inc. and City of Friendswood

City of Friendswood acknowledges that it will no longer receive paper invoices and that it remains obligated to make all payments as they come due, regardless of whether an invoice has been received or not.

City of Friendswood

By: _____

Name: _____

Title: _____

INVOICE

Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027

Bill to:
City of Friendswood
Katina Hampton
910 S. Friendswood Dr
Friendswood, TX 77546

Invoice No.	2002527901-01
Invoice Date:	June 1, 2021
Lease No.	2002527901
Purchase Order No.	
Contract No.	
CSA No.	
ACT No.	
Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due October 1, 2021	$106,262.02

Tax	
Balance Due	$106,262.02

Please remit funds to:
Key Government Finance, Inc.
Attn: Lucas Pick
1000 S. McCaslin Blvd.
Superior, CO 80027

Contact Phone: (720) 304-1437

REMITTANCE INFORMATION

Date:	
Amount Due:	
Amount Enclosed:	

Please remember to:
1) Make checks payable to Key Government Finance, Inc.
2) Return a copy of this invoice with your payment.
3) Keep a copy of this invoice for your records.
4) Direct all inquiries to the contact listed above.

Comments:

Escrow Disbursement Instructions for financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any $ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** "FORM OF REQUISITION OF COSTS OF PROPERTY". This needs to be on your letterhead.
2. Complete and sign – **Schedule 1** "DISBURSEMENT SCHEDULE" complete with payment information.
3. Attach – Invoice(s) from the Vendor(s).
4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.

- Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** "ACCEPTANCE CERTIFICATE" (this document was part of your original document package), along with the Exhibit A "FORM OF REQUISITION OF COSTS OF PROPERTY" and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027
Attn: Lucas Pick
(720) 304-1437
Lucas.a.pick@key.com

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of June 7, 2021 and entered into among Key Government Finance, Inc. ("Lessor"), City of Friendswood ("Lessee") and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Master Equipment Lease Agreement, dated as of June 7, 2021 and Schedule No. 2002527901 thereunder, dated as of June 7, 2021 (the "Lease") whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "City of Friendswood Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Lessee and Lessor in accordance with this Escrow Agreement, subject to Lessor's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessee hereby grants to Lessor a security interest in the Acquisition Fund to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

(a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of $306,328.86. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee and approved by the Lessor, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. In no event, shall Lessee submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

(i) Manufacturer's Certificate of Origin.
(ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as

lien holder.

(iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease as verfied and delivered to Escrow Agent by Lessor, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease or an event of nonappropriation, if provided for under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give

any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

(g) The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Lessor shall provide to the Escrow Agent an incumbency certificate listing officer with the authority to provide such Instructions ("Authorized Officers") and containing specimen signature of such Authorized Officer, which incumbency certificate shall be amended by the Lessor whenever a person is to be added or deleted from the listing. If the Lessor elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The Lessor understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such instructions and that the Escrow Agent shall conclusively presume that direction that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Lessor shall be responsible for ensuring that only Authorized Officer transmit such instructions to the Escrow Agent and that the Lessor and all Authorized Officer are solely responsible to safeguard that use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Lessor. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written Instruction. The Lessor agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions that the method(s) selected by the Lessor; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges, and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition Fund or from investment earnings to be deposited in the Acquisition Fund.

10. Tax Matters.

(a) If applicable, the Escrow Agent shall report to the Internal Revenue Service, as of each calendar year-end, all income earned from the investment of any sum held in the Acquisition Fund against Lessee, whether or not said income has been distributed during such year, as and to the extent required by law.

(b) If applicable, any tax returns required to be prepared and filed will be prepared and filed by Lessee with the Internal Revenue Service in all years income is earned, whether or not income is received or distributed in any particular tax year, and Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return with respect to any income earned by the Acquisition Fund.

(c) If applicable, any taxes payable on income earned from the investment of any sums held in the Acquisition Fund shall be paid by Lessee, whether or not the income was distributed by the Escrow Agent during any particular year.

11. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

12. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

13. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

14. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

15. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

16. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, LESSEE, LESSOR AND ESCROW AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE ACTIONS OF LESSOR, LESSEE OR ESCROW AGENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

18. OFAC Sanctions. Lessee and Lessor covenant and represent that neither Lessee, Lessor nor any of their respective affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions Authority (collectively, "Sanctions"). Lessee and Lessor covenant and represent that neither Lessee, Lessor, nor any of their respective affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Escrow Agreement: (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

By: _____
Authorized Officer

Title:
Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

City of Friendswood

By: _____
Authorized Officer

Title:
Address: _____
_____

The Bank of New York Mellon Trust Company, N.A.
By: _____
Authorized Officer
Address: 300 N. Meridian Street, Suite 910
Indianapolis, IN 46204

Below listed are additional authorized representatives of Lessee allowed to: ▪ process escrow requisitions; and ▪ provide investment direction for escrow proceeds	
Signature:	
Name:	Title:
Email:	Phone No.:
Signature:	
Name:	Title:
Email:	Phone No.:
The above-named representative(s) of Lessee held at the time of authorization of this Escrow Agreement by the governing body of	

Lessee and holds at the present time the office set forth above, has been duly authorized to sign this Escrow Agreement, and the signature set forth above is his or her true signature.

Attest By: _____
Name: _____
Title: _____

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION COSTS OF PROPERTY
Schedule No. 1

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Lucas Pick
(720) 304-1437; Lucas.a.pick@key.com

On Behalf of:
The Bank of New York Mellon Trust Company, N.A.
300 N. Meridian Street, Suite 910
Indianapolis, IN 46204

Amount Requested: $_____

Total Disbursements to Date: $ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes The Bank of New York Mellon Trust Company, N.A., as Escrow Agent under the Escrow Agreement dated as of June 7, 2021, among City of Friendswood (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:

(a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement

(b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;

(c) insurance requirements of the Lease have been complied with and such coverage is in force;

(d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and

(e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

City of Friendswood

By: _____
Name: _____
Title: _____
Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease Agreement:

Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No._____for the Acquisition Fund:

1. Amount: $_____

Payee:_____

By check _____ By wire transfer_____

If by check, Payee's address: _____

_____

If by wire transfer, instructions as follows: Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:
Amount: $

2. Amount: $_____

Payee:_____

By check _____ By wire transfer_____

If by check, Payee's address: _____

_____

If by wire transfer, instructions as follows: Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:
Amount: $

City of Friendswood

By: _____

Name: _____

Title: _____

Date: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on approving a contract with Ameresco for automated water meters.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In October 2020, the City entered into a project development agreement with Ameresco and appropriated funding in the amount of $45,000 for an investment grade water meter audit. The City's existing manual reading water meter system was audited and examined. Project scope, estimated cost and benefits of upgrading to an automated metering system was determined. Findings of the meter audit and the proposed project scope/cost were presented by Ameresco at the June 2021 council meeting workshop.

The City's utilities capital improvement plan includes and upgrade to an automated water metering system, and the project was identified for use of a portion of the 2018 water & sewer bond issuance proceeds. A contract in the proposed amount of $8,995,300 is attached for Ameresco to provide scope of work to include replacement of 14k+ mechanical water meters to automated solid state water meters, selected meter box replacements, monopole and AMI infrastructure installations, software and training for new system, and a interfaced customer portal.

With the installation of the new proposed AMI Infrastructure and system, the City is wishing to address two current critical needs which is the possible loss of any reliable firm being available to continue with our meter reading contract and also capturing loss revenue from the current outdated mechanical metering system.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Per backup of the audit, it was confirmed a representative percentage of our existing mechanical meters are reading inefficient. The installation of the new proposed automated metering system will correct those proposed inefficiencies, capture loss revenue, and streamline customer service.

RECOMMENDATIONS

Staff recommends City Council to authorize the Mayor to execute the contract agreement with Ameresco

ATTACHMENTS

1. Frwd. Ameresco Meter Replacement Contract (final draft)

AMERESCO

PERFORMANCE CONTRACT

BY AND BETWEEN

CITY OF FRIENDSWOOD, TEXAS

AND

AMERESCO, INC.

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PERFORMANCE CONTRACT

BY AND BETWEEN

CITY OF FRIENDSWOOD, TEXAS

AND

AMERESCO, INC.

THIS PERFORMANCE CONTRACT (the "Agreement") is entered into on _____, 2021, by and between the City of Friendswood, Texas having its principal place of business located at 910 S. Friendswood Drive, Friendswood, Texas 77546-4856 (hereinafter referred to as "Customer") and Ameresco, Inc., having its principal place of business at 2375 E. Camelback Road, Suite 400, Phoenix, AZ 85016 (hereinafter referred to as "Ameresco"). The parties to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Customer selected Ameresco through The Interlocal Purchasing System (TIPS) purchasing cooperative to provide performance-based services for the design and execution of a utility meter upgrade project;

WHEREAS, Ameresco has prepared and issued a proposal to Customer;

WHEREAS, Customer wishes Ameresco to perform a project ("***Project***") consisting of certain meter purchases and installations as set forth on Attachment B (as amended and/or otherwise modified from time to time as provided herein, the "***Scope of Services***") at certain account locations described in Attachment A (the "***Property***"), and Ameresco wishes to perform such services; and

WHEREAS, Customer owns and controls the Property.

NOW, THEREFORE, in consideration of the covenants, representations, warranties, and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1 SCOPE OF SERVICES

(a) Work: Upon Ameresco's receipt of a "Notice To Proceed," substantially in the form attached to this Agreement as Attachment E, Ameresco shall furnish all labor, materials and equipment and perform all work (the "***Work***") required for the completion of the Scope of Services, including installation of the new meters and ancillary and related equipment (collectively, the "***Meters***"), included in the Scope of Services, as such Scope of Services may be modified in accordance with the terms of this Agreement. Customer and Ameresco shall mutually plan the scheduling of the installation of the Meters, so as to minimize disruption of the daily routine of Customer's personnel.

(b) Disposal: As part of the Scope of Services Ameresco shall be responsible for the disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the Meters All other existing hazardous materials, however, shall remain the sole responsibility of Customer and Ameresco shall assume no liability whatsoever in connection with their removal, transportation and disposal.

(c) Asbestos and Lead Paint:

(i) Asbestos: Ameresco's Scope of Services is predicated on the viability of the Project without Ameresco encountering or disturbing asbestos or being required to perform any asbestos abatement or taking any other action with respect to asbestos. Customer hereby represents and warrants to Ameresco that there is no asbestos or other hazardous material in any area wherein Ameresco shall be performing the Scope of Services. If: (a) Ameresco encounters any friable asbestos which is in the vicinity of the Project that is not identified in the Scope of Services, (b) Ameresco determines that its work will result in the disturbance of asbestos containing material, or (c) Ameresco determines that the presence of asbestos containing material may impede Ameresco's work, Ameresco shall notify Customer of the same and Customer shall: (x) at its cost, cause the asbestos to be lawfully removed, enclosed, encapsulated or otherwise abated in accordance with applicable laws, rules and regulations; (y) at its cost, provide written test reports showing that asbestos in that area has been properly removed, enclosed encapsulated or otherwise abated in accordance with applicable laws rules and regulations; or (z) abandon the Project and terminate this Agreement. If Ameresco cannot determine whether any particular material contains asbestos, Customer, upon Ameresco's written request, shall either: (a) at Customer's cost, lawfully perform tests or cause tests to be performed in order to determine whether such material contains asbestos and/or whether there are unacceptable levels of airborne particulate material containing asbestos and provide such test report to Ameresco; or (b) abandon the Project and terminate this Agreement. Under no circumstances shall Ameresco be required to handle asbestos. If Ameresco encounters asbestos that materially affects the Scope of Services or the Project schedule, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of asbestos until such time as Customer elects and performs one of the options afforded Customer as described in this Subsection. If Customer does not promptly take action, as provided herein, or notifies Ameresco that it shall not take such action, Ameresco may, at its option, either remove the affected area from its Scope of Services (and make commensurate adjustments to its rights and obligations) or terminate this Agreement in its entirety. Customer shall be responsible for payment of the portion of Scope of Services implemented prior to termination. Customer shall be responsible for any and all costs (including termination) incurred by Ameresco that relate to the presence of asbestos.

(ii) Lead Paint: Ameresco's Scope of Services is predicated upon Ameresco not encountering or disturbing lead paint or being required to perform abatement or providing any notice or taking any other action with respect to lead paint. Customer hereby represents that there is no exposed lead paint in any area in which Ameresco shall be performing the Scope of Services. If Ameresco encounters lead paint in any area where it is to perform the Scope of services, which services shall require disturbing lead paint, and Ameresco reasonably believes that such paint may be lead paint, Customer, upon Ameresco's written request, shall either (a) at Customer's cost, lawfully perform tests or cause tests to be performed in order to determine whether such paint contains lead and shall provide a test report to Ameresco; or (b) abandon the Project and terminate this Agreement. If such test report demonstrates the presence of lead paint or Ameresco reasonably believes that performing its services under this Agreement is likely to cause the disturbance of lead paint in such a manner as to require Ameresco to provide any notification or take any actions pursuant to any federal, state or local laws, rules, or regulations and Ameresco notifies Customer of the same, Customer shall: (x) at its cost, cause the lead paint to be lawfully removed, or otherwise abated in accordance with applicable laws, rules and regulations; or (y) abandon the Project and terminate this Agreement. Under no circumstances, shall

Ameresco be required to perform services, which cause the disturbance of lead paint. If lead paint materially affects the Project Schedule, Ameresco, at its sole option, may demobilize and cease construction in the area affected by the presence of lead paint until such time as Customer has elected and performs one of the options afforded Customer as described in this Subsection. If Customer does not promptly take action as provided herein or notifies Ameresco that it shall not take such action, Ameresco may, at its sole option, either remove the affected area from its Scope of Services (and make commensurate adjustments to its rights and obligations) or terminate this Agreement in its entirety. Customer shall be responsible for payment of the portion of Scope of Services implemented prior to such termination. Customer shall be responsible for any and all costs (including termination) incurred by Ameresco that relate to the presence of lead paint.

(d) Compliance With Law: Ameresco shall, at its expense, comply with and obtain all applicable licenses and permits required by federal, state and local laws in connection with the installation of the Meters. In the event that Ameresco cannot procure any such license or permit in light of a requirement that Customer is required to do so, the Parties shall work jointly to obtain such permit or license.

(e) Taxes: Customer represents that it is a tax exempt entity and that it shall cooperate with Ameresco and provide Ameresco with appropriate resale exemption documentation so that Ameresco may attempt to establish that it is not obligated to pay taxes, fees and assessments or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, or operation of the Meters which would otherwise be levied upon or in respect to said interest component or of the Meters. Notwithstanding the foregoing, Customer shall pay (or, if applicable, reimburse Ameresco for the payment of) all property, sales taxes, use taxes or other fees and assessments associated with Scope of Services. Customer shall have no liability for taxes measured by the net income of Ameresco.

(f) Monitoring, Measurement and Verification: Ameresco will supply the measurement and verification services set forth in Attachment G (the "**M&V Services**") during the Term at a cost to Customer as set forth in Section 4.

(g) Duties, Obligations and Responsibilities of Ameresco:

(i) All labor furnished under this Agreement shall be competent to perform the tasks undertaken, all materials and equipment provided shall be new and of appropriate quality and the completed work shall comply in all material respects with the requirements of this Agreement.

(ii) Ameresco shall maintain the Project site in a reasonably clean condition during the performance of the Scope of Services.

(iii) Ameresco shall permit Customer or any of its representatives to enter upon the Project site to review or inspect construction work, provided, in each case, the Customer and/or its representatives coordinate such review or inspection with Ameresco and agree to comply with all applicable federal, state and local safety laws, rules and regulations, including, without limitation, those promulgated by the U.S. Department of Labor Occupational Safety & Health Administration.

(IV) As provided in the Scope of Services, Ameresco shall provide equipment manuals, as-built drawings and other appropriate information regarding equipment installed hereunder to Customer at the time of delivery of the Delivery and Acceptance Certificate (as provided in

Section 4).

(v) Ameresco shall provide the training described in Attachment H. Such training is included in the Contract Cost unless included as a separate cost in Attachment I.

SECTION 2 Ownership of Meters

Ownership and title to each Installation Group or portion thereof, as applicable, shall automatically pass to Customer upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate (Attachment D(3)), or each Percent Complete Acknowledgement Certificate (Attachment D(2)), (including Customer payment certification) delivered pursuant to Section 4 for such Meter or portion thereof, and (ii) the indefeasible payment in full of all of Customer's payment obligations to Ameresco pursuant to such Substantial Completion Certificate or Percent Complete Acknowledgement Certificate for such installed Installation Group or portion thereof. Prior to satisfaction of the conditions set forth in (i) and (ii) in the previous sentence with respect to a Installation Group or portion thereof, title to each Installation Group or portion thereof shall remain in the name of Ameresco. If, notwithstanding the intent of the Parties, Customer is deemed to hold title to any or all of the Installation Groups or portion thereof prior to the satisfaction of the conditions set forth in (i) and (ii) above, as security for the payment in full of the Customer's obligations with respect to each such Installation Group or portion thereof, Customer hereby assigns, transfers and grants to Ameresco a security interest in such Installation Groups or portions thereof. Customer hereby authorizes Ameresco to file, from time to time, Uniform Commercial Code financing statements in such jurisdictions as may be necessary to perfect and maintain its security interest in such Installation Groups. If requested by Ameresco, Customer agrees to execute and deliver all further instruments and documents and take all further action that may be necessary in order to create, perfect and protect Ameresco's security interest in the Installations Groups . Upon delivery of the Substantial Completion Certificate and satisfaction of clause (ii) above for each Installation Group, Ameresco's interest in the related Meters shall be released and terminated, in each case without further action on any Party's part.

SECTION 3 Financing and Ability to Pay

(a) By its execution of this Agreement, Customer hereby represents and warrants to Ameresco that Customer has adequate funds for payment of the Contract Cost, and for any portions which Customer may need to borrow, Customer intends to enter into a separate financing through a bond issuance, lease purchase, or similar structure ("***Financing***") with a third-party finance company or other third-party entity.

(b) Customer agrees and acknowledges that its obligation to make the payments to Ameresco set forth in this Agreement are in no way contingent on the effectiveness of the Financing.

SECTION 4 Contract Cost; Monthly Progress Payments

(a) Subject to the terms of this Agreement, Ameresco shall perform the Scope of Services at a contract cost of Eight Million Nine Hundred Ninety Five Thousand Three Hundred and 00/100 Dollars ($8,995,300.00) (subject to adjustment as provided in Section 8, the "***Contract Cost***"). Payment of the Contract Cost will be due as set forth in Section 4(c) below.

(b) Subject to the terms of this Agreement, Ameresco shall perform the M&V Services at a contract cost of Seventy-Eight Thousand Two Hundred Fifty Five Dollars ($78,255.00) (the "***M&V Cost***"). The M&V Cost is in addition to the Contract Cost. Payment of the M&V Cost will be due as set forth in Section 4(e) below.

(c) Upon execution of this Agreement and delivery by Customer to Ameresco of the Notice to Proceed, substantially in the form attached to this Agreement as Attachment E, Customer shall pay Ameresco three percent (3%) of the Contract Cost for mobilization. Thereafter, Ameresco shall submit invoices to Customer for monthly progress payments to Ameresco based upon the percentage of the Project construction and equipment procurement completed at the end of each month, so that Ameresco is paid the percentage of the Contract Cost that is commensurate with the percentage of completion of the Scope of Services. A Percent Complete Acknowledgement Certificate in the form attached hereto as Attachment D (2) will be executed by Customer during each month of the construction period showing the percent complete and monthly payment due. Customer shall make payment to Ameresco, within thirty (30) days after the receipt of each such invoice. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Percent Complete Acknowledgement Certificate. All invoices shall be submitted to the City via the following email address: capitalpayables@friendswood.com

(d) The Meters will be installed by route or book, referred to herein as "***Installation Groups***". Upon Substantial Completion of the installation of an Installation Group, Ameresco will deliver to Customer a Substantial Completion Certificate in the form of Attachment D (3). Within ten(10) business days after receipt of each Substantial Completion Certificate, Customer shall complete, execute and deliver to Ameresco each such Substantial Completion Certificate. As used in this Agreement the term "***Substantial Completion***" shall mean that each Installation Group has been installed by Ameresco, and the Meters in such Installation Group are then operating in a manner such that Customer is deriving beneficial use thereof. A Delivery and Acceptance Certificate, in the form of Attachment D(1), shall be executed by Customer upon Substantial Completion of the installation of the final Installation Group. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Substantial Completion Certificate or the Delivery and Acceptance Certificate.

(e) Within thirty (30) calendar days following the completion of the M&V Services (within year 3), Customer shall pay Ameresco the M&V Cost as a one-time fee for measurement and verification services.

(f) All payments made by Customer under this Agreement shall be made in accordance with the provisions of any Prompt Payment Act applicable to Customer. All amounts not paid to Ameresco on or before the due dates specified in Subsections 4(b) and (d), shall accrue interest at the Prime rate of interest as published in the Wall Street Journal for major banks, or such lower rate as is prescribed by applicable law.

SECTION 5 Term

This term of this Agreement (the "***Term***"), shall begin on the date first above written and shall remain in effect for fifteen (15) years from the first day of the month following the date of Final Completion of the Project (such 15-year period being referred to herein as the "***Guarantee Period***", unless terminated prior to such date, as provided for in this Agreement.

SECTION 6 Performance Guarantee

To the extent set forth in Attachment C, and solely in accordance with Attachment C, Ameresco guarantees that the "***Annual Project Benefits***" (as defined below) to be achieved as a result of installation and operation of the Meters shall equal or exceed the ***Guaranteed Annual Project Benefits*** (as defined in Attachment C) over the "***Guarantee Period***" (as defined above). The foregoing is referred to herein as the "***Performance Guarantee***".

For purposes of this Performance Guarantee, the following assumptions and provisions shall apply:

(a) Ameresco guarantees that the Guaranteed Annual Project Benefits will be achieved by operation and beneficial use of all Meters taken in the aggregate but does not guarantee the benefits achieved by each Meter individually. A Project cash flow is set forth on Attachment K.

(b) The total benefits achieved by the combined Meters, determined as provided in the M&V Plan, including any "***Non-Measured Project Benefits***" as such term is defined in the M&V Plan, shall be deemed the total "***Annual Project Benefits***". Non-Measured Project Benefits amounts shall be deemed achieved upon Final Completion of the installation of the Meters. Calculation of the Annual Project Benefits, inclusive of Non-Measured Project Benefits, shall be performed under, and governed by, the methods, formulas, and procedures described in the Measurement and Verification Plan set forth in Attachment G (the "***M&V Plan***").

(c) Ameresco's obligations in respect of this Performance Guarantee are subject to Customer performing all of its maintenance, repair, service and other obligations under this Agreement If Customer fails to perform its obligations under this Agreement or interferes with, or permits any third party to take any action which, in the reasonable opinion of Ameresco, may prevent the achievement of the Annual Project Benefits under this Agreement, Ameresco may, after providing Customer thirty (30) days advance notice, adjust the Annual Project Benefits amount during the period in which such benefits were affected to reflect the impact such actions had on same. Ameresco's rights set forth herein shall not be in limitation of any other rights it is entitled to by law or under this Agreement. Any disputes regarding achievement of Annual Project Benefits or any M&V Report delivered pursuant to Attachment G shall be resolved in accordance with the dispute resolution provisions of Section 13.

SECTION 7 Right of Entry/Space

During the Term of this Agreement, Customer shall provide Ameresco and its employees, agents and subcontractors agreed to access to the Property for the purpose of fulfilling Ameresco's obligations under this Agreement.

SECTION 8 Changes in Services

(a) The Scope of Services may be changed only by agreement of the Parties evidenced by execution of a "Change Order" substantially in the form attached to this Agreement as Attachment F, including the quantity, quality, dimensions, type or other characteristics of the Meters. During the Term hereof, either Customer or Ameresco may suggest that sites be added to the Property hereunder, in which case the parties shall endeavor to agree upon any new Meters to be installed and may either amend this Agreement or execute a Change Order for the installation, financing and commissioning of any such new Meters. Nothing in this paragraph shall obligate either party to proceed with installation of any Meters which are not part of the original Scope of Services or evidenced by execution of a Change Order.

(b) Should Ameresco encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the Scope of Services or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, Ameresco shall give written notice to the Customer before any such condition is disturbed or

further disturbed. The Customer will investigate within 3 business days and, if it is determined that the conditions materially differ from those which Ameresco should reasonably have been expected to discover or anticipate, or if such differing conditions cause an increase or decrease in Ameresco's cost or time of performance, and the parties agree upon a change in the Scope of Services, the parties shall negotiate an equitable adjustment to Ameresco's cost and/or time for performance, as the case may be and a Change Order shall be issued and executed by Ameresco and the Customer to reflect such adjustment(s).

(c) If Ameresco and the Customer agree to an adjustment of the Contract Cost and the contract schedule established for the Scope of Services, such an agreement shall be effective immediately upon execution of a Change Order.

SECTION 9 Warranties

Ameresco hereby agrees as follows:

(a) Ameresco warrants that the Work and all materials and equipment to be installed in the Project shall be free from defects in materials and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion of the applicable Installation Group. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. This section does not apply in any way to the Performance Guarantee.

(b) EXCEPT AS PROVIDED IN THIS SECTION 9, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE AND MERCHANTABILITY, REGARDING THE WORK, THE METERS OR THE ANCILLARY EQUIPMENT INSTALLED IN CONNECTION WITH THE INSTALLATION OF THE METERS.

SECTION 10 Customer's Responsibilities

(a) Operations: Customer shall operate all equipment installed hereunder in accordance with the manufacturer's recommendations and the manuals supplied to Customer by Ameresco.

(b) Standards of Service and Comfort: Customer shall operate the Meters and related equipment in a manner that shall provide the Standards of Service and Comfort provided for in Attachment J.

(c) Maintenance: Customer shall, at its expense, repair, operate and maintain the Meters and related equipment in good working condition during the Term of this Agreement. Customer shall maintain, repair and operate, at Customer's expense: (i) all equipment and other components included as part of the Meters, and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the Meters.

(d) Malfunctions: Customer shall notify Ameresco immediately in the event of any malfunction in the operation of the Meters or any other equipment installed hereunder.

(e) Insurance and Risk of Loss or Damage: Without limiting any of its obligations or liabilities under this Agreement, Customer shall, at its expense, provide and maintain at all times during the Term of this Agreement, sufficient insurance against the loss, theft of or damage to the

Meters and all related equipment installed hereunder, for the full replacement value thereof. Ameresco's Commercial General Liability insurance shall be primary for any property damage or bodily injury during the performance of the Work.

Upon Substantial Completion of a Meter, Customer assumes all risk of loss of or damage to such Meter from any cause whatsoever. In the event of loss or damage to any Meter or other equipment installed hereunder, Customer shall promptly notify Ameresco and promptly return the same to good repair with the proceeds of any insurance received to the cost of such repair or demand that Ameresco perform such repair, in which case Ameresco shall promptly do so for such compensation to which the parties agree. If Customer determines that any of the Meters are lost, stolen, confiscated, destroyed or damaged beyond repair, Customer shall replace the same with like equipment in good repair in a timely fashion under the circumstances. If at any time after the date of the Delivery and Acceptance Certificate and after Customer's complete payment to Ameresco in accordance with Section 4(a), as such amount may be modified from time to time in accordance with this Agreement, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the Meters or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such Meters or equipment is not reconstructed or restored within one hundred twenty (120) days from the date of such casualty, Ameresco and/or Customer may terminate this Agreement by delivery of a written notice to the other Party. Upon such termination, Customer shall pay Ameresco any amounts, or pro-rata portions thereof, under Sections 4(b), (c), (d) and (e), Attachment I and any Change Order, which accrued prior to such termination. Ameresco may also make appropriate adjustments to the baseline or the Annual Project Benefits to reflect the impact of such casualty or condemnation, including corresponding revisions to the Attachments.

(f) Protection. Customer shall at all times act reasonably to protect the Meters from loss or damage to the same extent and in the same manner in which it protects the Property.

(g) Alteration: Except in cases of emergency, Customer shall not move, alter or change the Meters in any way that may cause a reduction in the level of accuracy of the Meter or the equipment installed hereunder without obtaining Ameresco's written approval, which shall not be unreasonably withheld.

(h) Storage: Customer shall provide rent free space for Ameresco, or any of its subcontractors, to mobilize and store supplies, tools and equipment as described in Attachment B during installation of the Meters, with locking capacity acceptable to Ameresco. Customer shall protect such items and equipment in the same careful manner in which Customer protects its own property. Only Ameresco or any of Ameresco's subcontractors, and Customer's assigned personnel shall have access to storage.

(i) Fuel: Customer shall procure and pay for all energy, utilities and fuel for the operation of the Property.

(j) Cooperation during Construction: Customer shall reasonably cooperate and taking such other actions as may be necessary by Customer in order to prepare space for work by Ameresco to enable Ameresco to timely perform its obligations hereunder.

(k) Customer responsibilities in connection with meter replacements:

a. Isolating the utility system to allow for the meter change out including the identification of shut off valves and disconnect switches
b. Assisting in scheduling shutdown of commercial customers

c. The Customer is responsible for complying with any government mandates regarding water source regulations and permits.
d. The customer is responsible for investigating and repairing any leaks identified by the leak detection system (if installed).

SECTION 11 **Defaults**

(a) By Customer.

Customer shall be in default under this Agreement upon the occurrence of any of the following:

(i) Customer fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of thirty (30) business days after notice of overdue payment is delivered by Ameresco to Customer;

(ii) any representation or warranty made by Customer and/or Ameresco in this Agreement or in any writing delivered by Customer and/or Ameresco pursuant hereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(iii) Customer fails to perform any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failures and effects as soon as practicable;

(iv) Customer and/or Ameresco enters receivership, or makes an assignment for the benefit of creditors, whether voluntary or involuntary, or a petition is filed by or against Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.

(v) Customer fails to cooperate in or to take such other actions as may be necessary by Customer in order to prepare space for work by Ameresco as is reasonably requested by Ameresco in a timely manner in order to allow the Scope of Services to be accomplished hereunder.

(b) By Ameresco.

Ameresco shall be in default under this Agreement if Ameresco fails to perform any of its material duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects of such failure cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Ameresco does not promptly commence and diligently pursue to cure such failure as soon as practicable.

SECTION 12 **Remedies for Default**

If either Party defaults under this Agreement, the other Party may, subject to the dispute resolution procedures in Section 13 below:

(i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of damages, including amounts past due; and

(ii) with or without recourse to legal process, terminate this Agreement by delivering written notice of termination at least ten (10) days prior to the requested termination date.

SECTION 13 Dispute Resolution

Claims, disputes, or other matters in controversy (a "***Dispute***") arising out of or related to the Agreement or the Project shall be subject to informal dispute resolution and mediation as a condition precedent to any and all remedies at law or in equity. If during the term of this Agreement a Dispute arises concerning the Project or this Agreement, the Dispute shall initially be submitted to Customer's project representative and Ameresco's project manager for resolution by mutual agreement between said parties. Any mutual determination by the Customer Representative and Ameresco's project manager will be final and binding upon the Parties. However, should the Customer representative and Ameresco's project manager fail to arrive at a mutual decision as to the Dispute within ten (10) business days after notice to both individuals of such Dispute, such Dispute will be submitted to a representative from management of both Parties who shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Dispute (the "***Dispute Notice***"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Dispute. If the Dispute is not resolved within thirty (30) calendar days after the first meeting of the Parties, then the Parties may endeavor to resolve the Dispute by mediation. A request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period of time by agreement of the parties or court order.

The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve the Dispute through informal dispute resolution or mediation, either Party is free to pursue any other available remedy in law or at equity.

SECTION 14 Insurance and Bonds

(a) *By Ameresco*: Ameresco shall provide and maintain at its expense the following insurance coverage:

(i) Workers' Compensation and Employer's Liability Insurance as required by applicable State law.

(ii) Commercial General Liability Insurance, including contractual liability, Bodily Injury per person, $1 million; Bodily Injury per occurrence, $1 million; Property Damage per occurrence, $1 million; Personal Injury per occurrence, $1 million.

(iii) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment of, Bodily Injury per person, $1 million; Bodily Injury per occurrence, $1 million; Property Damage per occurrence, $1 million.

Ameresco shall deliver to Customer a Certificate of Insurance naming Customer as an additional insured party under paragraphs (ii) and (iii), above.

(b) Ameresco shall deliver to Customer Payment and Performance Bonds in a sum equal to the Contract Cost conditioned upon faithful performance of the Agreement by Ameresco, for the implementation of the installation of the Meters as it may be from time to time modified by Change Orders within ten (10) days of issuance of a Notice to Proceed. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Agreement guarantee only the performance of the installation portion of this Agreement, and shall not be construed to guarantee the performance of: (1) the Performance Guarantee or any other performance guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of this Agreement.

(c) *By Customer*: Without limiting any of its obligations or liabilities under this Agreement, Customer shall provide and maintain at its expense, insurance coverage consistent with the requirements of Section 10(e) above, and its obligations under this Agreement.

SECTION 15 Indemnification and Limitation of Liability

(a) Anything in this Agreement to the contrary notwithstanding, neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their affiliates' officers, directors, agents or employees shall be liable, irrespective of whether such claim of liability is based upon breach of warranty, tort, (including negligence, whether of any of the Parties to this Agreement or others), strict liability, contract, operation of law or otherwise, to any other Party, or its affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for incidental, delay, punitive or consequential damages connected with, related to or arising from performance or non-performance of this Agreement, or any action or inaction in connection therewith including claims in the nature of lost revenues, income or profits (other than payments expressly required and due under this Agreement), and increased expense of, curtailment, reduction in or loss of power generation production or equipment used therefor.

(b) Ameresco's total aggregate liability for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this Agreement from all causes or any causes, regardless of the legal theory under which liability is imposed, shall in all cases be limited to the sum of the payments received by Ameresco under Section 4. Such causes shall include, but not be limited to, Ameresco's negligence, errors, omissions, strict liability, breach of contract, warranty, breach of warranty or any indemnified claims.

(c) Ameresco agrees to indemnify and hold Customer harmless from and against any and all third-party claims for damages but only to the extent such damages arise by reason of bodily injury, death or damage to property caused by Ameresco's negligence or willful misconduct. To the extent that any such damages are covered by or under Ameresco's Commercial General Liability Insurance policy, Ameresco shall not be required to indemnify Customer in excess of the proceeds of such policy. In no event, however, shall Ameresco be obligated to indemnify Customer to the extent that any such injury or damage is caused by the negligence of Customer or any entity for which Customer is legally responsible.

SECTION 16 Agreement Interpretation and Venue

Each Party hereto has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be

construed against either Party. The judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

This Agreement shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the State in which the Project is located (the "***State***"). Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by all parties in the State. Any mediation and legal proceedings involving the negotiation, formation, interpretation or enforcement of this Agreement may be brought in any state or federal district court having jurisdiction over the Parties.

SECTION 17 Privileged and Proprietary Information

Ameresco's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining project benefits and the terms of the Agreement for this Project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information, provided, however, that Customer is a public entity which has very little information that is not open to the public. Neither Party shall disclose such proprietary information without the express written consent of an officer or official of the other Party unless required to do so by a Texas Attorney General Opinion, statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law (the "FOIL"), Customer shall provide prompt written notice to Ameresco such that Ameresco will have the opportunity to timely object under the FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify Ameresco and cooperate with Ameresco in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as Ameresco may designate, from that portion of said filing which is to be made available to the public.

SECTION 18 Severability

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

SECTION 19 Assignments and Subcontracting

(a) Ameresco may elect to use subcontractors in meeting its obligations hereunder. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and Customer.

(b) Customer shall not assign, transfer, or otherwise dispose of this Agreement, the Meters, or any interest therein, or sublet or lend the Meters or permit the Meters to be used by anyone other than Customer and Customer's employees without the prior express written consent of Ameresco; provided that Customer may, without obtaining the consent of Ameresco, assign its rights in the Meters to any financial institution, lender or investor in connection with a leasing or financing arrangement for funding of the Contract Cost. If Customer transfers ownership or its interest in the Property without the prior written consent of Ameresco, this Agreement shall terminate automatically.

(c) Ameresco shall not assign this Agreement in whole or in part to any other party without first

obtaining the consent of Customer, which consent shall not be unreasonably withheld; provided that, Ameresco may assign, without obtaining the consent of Customer, its rights and obligations under this Agreement in whole or in part to any affiliated or associated company of Ameresco and its rights for payments only under this Agreement to any financial institution, lender or investor in connection with a credit facility to which Ameresco is a party.

SECTION 20 Waiver

Any waiver of any provision of this Agreement shall be in writing and shall be signed by a duly authorized agent of Ameresco and Customer. The waiver by either Party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or future waiver of any additional right that such Party may be entitled to under this Agreement.

SECTION 21 Force Majeure

If either Party shall be unable to carry out any part of its obligations under this Agreement (except Customer's obligations to make payments when due), due to causes beyond its control ("***Force Majeure***"), including, but not limited to, an act of God, pandemic, strikes, lockouts or other industrial disturbances acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments agencies or officials or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, utility power outage, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

(a) the non-performing Party gives the other Party prompt written notice, unless such other Party would not be prejudiced by a delay in notification, describing the particulars of the event of Force Majeure, including the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;

(b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;

(c) no obligations of either Party that arose before the event of Force Majeure causing the suspension of performance are excused as a result of the event Force Majeure;

(d) the non-performing Party uses reasonable efforts to remedy its inability to perform; and

(e) the Term of this Agreement shall be extended for a period equal to the number of days that the event of Force Majeure prevented the non-performing Party from performing.

Any decision by Customer to close or change the use of the facilities or Meters at the Property, except to the extent such closure or change is itself caused by Force Majeure, shall not constitute a Force Majeure excusing Customer's performance under this Agreement.

SECTION 22 Contract Documents

(a) Upon execution of this Agreement by both Parties, this Agreement and its Attachments, which are hereby incorporated herein by reference, shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and shall supersede all requests for proposals, proposals, previous agreements, discussions, negotiations, correspondences, and all other communications, whether oral or written, between the Parties relating to the subject matter of

this Agreement.

(b) This Agreement may not be modified or amended except in writing signed by the Parties.

(c) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.

SECTION 23 Notices

All notices, requests, demands, elections and other communications under this Agreement, other than operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

(a) If to Customer:

City of Friendswood, TX
910 S. Friendswood Drive
Friendswood, TX 77546-4856
Attention: Morad Kabiri, City Manager

(b) If to Ameresco:

Ameresco, Inc.
2375 E. Camelback Road, Suite 400
Phoenix, AZ 85016
Attention: Allen Sehrt, Director, Development Engineering

With a copy to:

Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701,
Attention: General Counsel

Either Party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other Party written notice as provided above.

SECTION 24 Records

To assist Ameresco in its performance of this Agreement, Customer shall (to the extent it has not already done so) furnish (or cause its energy suppliers and transporters to furnish) to Ameresco, upon its request, to the Customer's greatest extent possible, accurate and complete data (kept by Customer or Customer's water suppliers and transporters in the regular course of their respective businesses) concerning water usage for the existing facilities at the Property, including the following data for the most current thirty-six (36) month period. If requested by Ameresco, Customer shall also provide any prior energy analyses of the Property, to the extent available.

SECTION 25 Representations and Warranties

Each Party warrants and represents to the other Party that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to Ameresco, its organizing instruments and as to Customer, by all requisite action and are not in breach of any applicable law, code or regulation;

(c) this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;

(d) its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a material default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

(e) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder; and

(f) the persons executing this Agreement are fully authorized by law to do so.

SECTION 26 Additional Representations and Warranties of Customer

Customer hereby warrants and represents to Ameresco that:

(a) Customer intends to continue to use the Property in a manner reasonably similar to its present use;

(b) Customer does not contemplate any changes to the water consumption characteristics of the Property except as may have been disclosed to Ameresco by Customer in writing prior to the execution of this Agreement;

(c) Customer has provided Ameresco with all records heretofore requested by Ameresco;

(d) Customer has not entered into any other agreements or understandings for the Property with persons or entities other than Ameresco regarding the provision of the Scope of Services;

(e) There has been no change, event, circumstance or development that has or could reasonably be expected to have a material adverse effect on (i) the operation or condition of the Property, (ii) the energy usage at the Property, or (iii) the ability of Customer to perform its obligations hereunder; and

(f) Customer has obtained all necessary governmental, legal, administrative and any other approval necessary for it to enter into and perform this Agreement.

SECTION 27 Independent Contractor

Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Ameresco. The entire control or direction of such business and operations shall be in and shall remain in

Ameresco, subject only to Ameresco's performance of its obligations under this Agreement. Neither Ameresco nor any person performing any duties or engaged in any work on the Property on behalf of Ameresco shall be deemed an employee or agent of Customer.

Nothing in this Section shall be deemed to be a waiver of Customer's right to use the Property. Customer and Ameresco are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 28 Negligent/Wrongful Acts

Neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

SECTION 29 Further Documents and Events

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Customer shall execute all documents which may be reasonably required for Ameresco to obtain all licenses, permits and governmental approvals required by Ameresco for installation of the Work. Ameresco's obligations hereunder are also subject to obtaining all such licenses, permits and governmental approvals as are required to perform its obligations under this Agreement. Permits will need to be pulled for electrical work associated with AMI infrastructure (poles and Gateways) and all associated fees with said permits will be waived by Customer.

Customer agrees that Ameresco shall have the right to all tax related attributes, rights, credits, deductions, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the Meters or with the project benefits created under this Agreement, howsoever created or recognized. Customer shall provide Ameresco all reasonable assistance in perfecting its rights to such attributes, rights, credits, benefits and characteristics.

SECTION 30 Third Party Beneficiaries

The Parties hereto do not intend to create any rights for, or grant any remedies to, any third-party beneficiary of this Agreement.

SECTION 31 Termination for Convenience

(a) Customer shall take all necessary and timely action during the Term to obtain funds and maintain appropriations sufficient to satisfy its obligations under this Agreement.

(b) The foregoing notwithstanding, subsequent to the date of the Delivery and Acceptance Certificate, this Agreement may be terminated by Customer in accordance with the provisions of this Section 31. Customer shall provide notice to Ameresco of its election to terminate no later than thirty (30) days in advance of the effective date of such termination. The termination of this Agreement by Customer shall release Ameresco from its obligation to provide the M&V Services or any other maintenance, monitoring, measurement and verification and training services after the effective date of termination, as well as its obligation to provide the Performance Guarantee after the termination

date; provided, however, that Customer is responsible for payment for the M&V Services, and any other maintenance, monitoring, measurement and verification and training services performed in accordance with the terms of this Agreement prior to the termination date and Ameresco shall remain responsible for any Annual Project Benefits Shortfall (as defined in Attachment C) payments due Customer accrued prior to the date of termination.

(c) If this Agreement is terminated pursuant to this Section 31, Customer and Ameresco agree that during the Term (as would otherwise have been in effect): (i) Customer shall not purchase, lease, rent, engage the services of an agent or independent contractor or otherwise pay for the use of a system or equipment performing functions or services similar to those performed by the Meters installed pursuant to this Agreement and (ii) if Customer receives an appropriation of funds which permits Customer to purchase, lease, rent, engage the services of an agency or independent contractor, or otherwise pay for the use of a system or equipment performing functions or services similar to those performed by the Meters installed pursuant to this Agreement, upon receipt of such funds such other obligations shall immediately be rescinded and Customer shall satisfy the Obligations then owed to Ameresco prior to Customer's appropriation of such funds for the purpose of paying any other payee(s).

SECTION 32 **References**

Unless otherwise stated, all references to a particular ***Attachment*** or to ***Attachments*** herein are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section shall refer to a Section of this Agreement unless this Agreement specifically provides otherwise.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

CITY OF FRIENDSWOOD, TX

By:_____
Authorized Signature
Name:_____
Title: _____

AMERESCO, INC.

By:_____
Authorized Signature
Name: Robert Georgeoff
Title: Executive Vice President

ATTACHMENTS TO PERFORMANCE CONTRACTBETWEEN
AMERESCO, INC.
AND

CITY OF FRIENDSWOOD, TEXAS

ATTACHMENT A

METER DATABASE LIST

The following meters and accounts are included in the Scope of Services set forth in Attachment B:

Meter Replacements and Conversions	Quantity
5/8"x3/4" Mach10 R900 IOT w/ external antenna	6,580
1" Mach10 R900 IOT w/ external antenna	6,877
1.5" Mach10 R900 IOT w/ external antenna	173
2" Mach10 R900 IOT w/ external antenna	290
3" Mach10 R900 IOT w/ external antenna (12" LL)	6
3" Mach10 R900 IOT w/ external antenna (17" LL)	15
4" Mach10 R900 IOT w/ external antenna (14" LL)	1
6" Mach10 R900 IOT w/ external antenna (20" LL)	6
6" Mach10 R900 IOT w/ external antenna (24" LL)	2
Total:	**13,950**

Meter Replacements and Conversions - Idle Meters	Quantity
5/8"x3/4" Mach10 R900 IOT w/ external antenna	115
1" Mach10 R900 IOT w/ external antenna	87
1.5" Mach10 R900 IOT w/ external antenna	5
2" Mach10 R900 IOT w/ external antenna	7
Total:	**214**

Additional details can be found in the appendix of the Investment Grade Audit (IGA).

ATTACHMENT B

SCOPE OF SERVICES

This Attachment sets forth a description of existing equipment, the Meters and related equipment to be installed by Ameresco at [the buildings, facilities, and areas set forth in Attachment A within] the Property. Installation of the Meters and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect achievement of the Guaranteed Annual Project Benefits. Any changes to the installation of the Meters and the included equipment are subject to approval of Customer, which approval shall not be unreasonably withheld, conditioned or delayed, and the issuance of a Change Order by Ameresco.

The Meters described below are included in the Scope of Services:

Measure	Scope Summary
Measure 1. Utility Metering and Data Acquisition Improvements	• Install a total of 13,950 solid state water meters in place of the existing active meters. • Install a total of 214 solid state water meters in place of the existing idle meters. • Install RF-compatible meter boxes and lids for small and intermediate meters (2" and smaller meters) as needed to fix damaged boxes. • Plasma cut existing RF-compatible meter lids for remaining meters. • Install a Neptune 360 AMI system and WaterSmart customer portal. • Install 3 new monopoles at City-Owned sites • Install a total of 5 new Neptune IoT gateways, at both existing and new antenna sites.

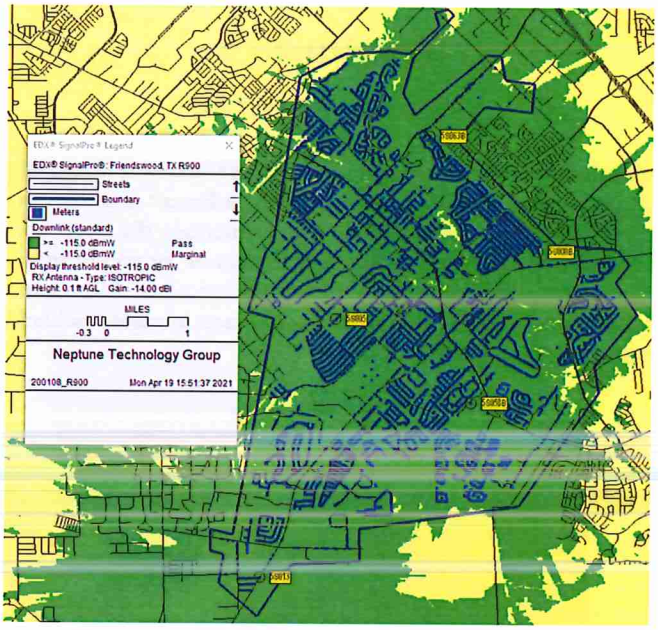
The Investment Grade Audit dated May 5, 2021 has additional detail and is incorporated by reference. If there is a conflict between this Performance Contract and the Investment Grade Audit, the Performance Contract will take precedence.

Measure 1. Water Meter Replacements and Advanced Metering Infrastructure (AMI)

The scope of work for this retrofit includes installation of the AMI system and replacement of the water meters and their end point transceivers. Details of the scope for each component is provided below:

AMI System

The City provided a list of assets, which was used to develop a propagation study. The propagation study used to develop this scope of work is dated April 21, 2021. The AMI system has been designed to cover 99.6% of the meter population of the city with a greater than 90 percent successful read rate for every seventy two-hour period as shown in the adjacent figure. If Ameresco does not achieve this read rate, Ameresco will add and pay for associated materials and labor for additional gateways or meter equipment to achieve the read rate.



The gateway locations in the map shown above are listed below in Table B.1, with the GPS coordinates and antenna heights. Existing sites are listed, as are new monopole installations. New monopoles have the height listed.

Table B.1. Gateway Locations

Neptune TAG Name	Description	Site Address	Existing or New	Ant. Height (ft)
4S005	Water Well 5	1100 Mustang Dr	Existing EST	153'
4S013	Elevated Tower 2	3010 West Parkwood Drive (FM 528)	Existing EST	144'
4S015	Public Works Building	15355 Blackhawk Blvd	New	125'
4S033	Centennial Park	2200 S Friendswood Dr	New	125'
4S008	Surface Water Station 1	17160 Blackhawk Blvd	New	125'

Installation of the AMI network infrastructure shall consist of the following:

- Provide and install 5 Neptune R900 IoT TMega Gateways.
  - Two of the Gateways will be installed on existing City assets.
  - Three of the Gateways will require new poles as shown in the table above.
  - Install gateways, cabling, antenna, and other necessary equipment as required.
  - Supply electrical power to the gateways from existing AC power source on the site.
  - All sites will use cellular service for data communication backhaul.
  - The gateways will be provided with a 5-year extended warranty from the manufacturer.
- The installation scope assumes the following:

- Customer will allow Ameresco to install the gateways at the identified locations and on existing assets at no charge.
- Ameresco assumes that the existing assets are structurally safe, provide adequate facilities for mounting the required brackets and antennas, and that those facilities / assets are readily accessible via integrated structures (ladders, catwalks, etc.).
- Customer will allow Ameresco to connect to and use existing, onsite 120VAC electrical supply to power the gateways at no charge.
- All sites will use cellular service for data communication backhaul. The cellular backhaul communication service must be active for the data to be transmitted.
- The Customer will contract separately with the cellular communication provider for ongoing cellular data service.
- The Customer will be responsible for the ongoing annual fees to maintain the cellular service.
- Customer and Ameresco to coordinate together at least (30) calendar days before start of project for media/social media outreach to City of Friendswood Public. City will be party responsible for distribution

- If for any reason Ameresco cannot install gateways at the planned location for the planned height, Ameresco will attempt to find an alternate location during construction. If no alternate location can be found for the planned site, the read-rate coverage of the AMI system may be different than designed. In this situation, guaranteed read-rate coverage for the installed system will be adjusted accordingly as well as any cost changes.
- Installation of the gateways includes the following:
  - Evaluation of each monopole site for compliance with FAA and FCC regulations.
  - Perform a geotechnical study at each of the new monopole sites to evaluate the general subsurface conditions and to develop the design for the construction of the monopole foundations. The study will be conducted in the following phases:
    - > A single boring will be drilled at each site to evaluate the subsurface conditions and to obtain soil samples. Prior to drilling, City and Ameresco will work together to review all existing as-built documents to determine if any critical underground infrastructure exist along with calling "811" locating service to mark locations.
    - > Laboratory tests will be conducted on the samples recovered from the boring to evaluate the characteristics of the foundation soils.
    - > Engineering analyses will be performed using both field and laboratory data to develop foundation design recommendations. The geotechnical study report is used to develop the foundation design for each monopole site. The report and the foundation design document - both signed and sealed - are included in the final installation documentation.
  - An engineering study will be performed as each monopole pier is drilled. This is done to confirm the pier bore diameter and depth is completed per the design.
  - Supply and install all standard brackets and material required for AMI equipment installation.
  - Provide electrical wiring and connections for proper operation of the AMI equipment from the equipment to the electrical junction box.

- A dedicated 120 VAC, 20 A branch circuit terminating in a single gang (or similar) junction box must be available within 200 feet of each of the Gateway mounting locations.
- As each site is completed, tests will be performed to ensure all aspects of the installation have been properly completed and consistent with the manufacturer's requirements or industry standards.
- Configuration and performance testing of the Gateways will be completed by Ameresco and the Neptune design team.

- AMI system clarifications and exclusions:
  - Correction of any deficiencies in the existing utility infrastructure are not included.
  - Any deficiencies in existing electrical system at sites chosen for the gateways, including proper grounding and bonding are not included and are the responsibility of the City.
  - Removal and trimming of trees or plant material is not included.
  - Replacement or addition of trees, shrubs, grass, or mulch is not included.
  - Removal or reinstallation or addition of fencing is not included.

Water Meters

Ameresco will provide and install a total of 14,164 water meters. The quantity breakdown for each meter sizes is shown in the table below. These quantities are based on the database provided on November 18, 2020 by the City. The City added a select number of "Idle" meters to this scope of work. The table below shows the quantity of meters to be installed by size and type. Deviations, additions, and substitutions will be handled on a case-by-case basis.

Table B.2. Water Meter Summary

Meter Replacements and Conversions	Quantity
5/8"x3/4" Mach10 R900 IOT w/ external antenna	6,580
1" Mach10 R900 IOT w/ external antenna	6,877
1.5" Mach10 R900 IOT w/ external antenna	173
2" Mach10 R900 IOT w/ external antenna	290
3" Mach10 R900 IOT w/ external antenna (12" LL)	6
3" Mach10 R900 IOT w/ external antenna (17" LL)	15
4" Mach10 R900 IOT w/ external antenna (14" LL)	1
6" Mach10 R900 IOT w/ external antenna (20" LL)	6
6" Mach10 R900 IOT w/ external antenna (24" LL)	2
Total:	**13,950**

Meter Replacements and Conversions - Idle Meters	Quantity
5/8"x3/4" Mach10 R900 IOT w/ external antenna	115
1" Mach10 R900 IOT w/ external antenna	87
1.5" Mach10 R900 IOT w/ external antenna	5
2" Mach10 R900 IOT w/ external antenna	7
Total:	**214**

- All replacement meters will be the Neptune Mach10 meters. The Neptune meters are solid-state water meters with integrated radios for all meters up to 6" in size. Additional meter information is provided as cutsheets in the Appendix of the audit.
- An extended warranty for the 1 ½" and 2" meters will be provided so that the warranty duration on the 5/8"x3/4", 1", 1 ½", and 2" meters are all same as provided by manufactures warranty documentation.
- General scope for the meter replacement is as follows:
  - Attempt occupant notification.
  - Clean debris and dirt from the meter and piping inside the pit as necessary.
  - Pump water out of the pit as needed and dump to a storm drain or street.
  - Observe status of service shut-off valve prior to work.
  - Check for indication of flow.
  - Shut off water service at service shut-off valve.
  - Remove existing meter.
  - Install new meter.
  - Turn on water service at service shut-off valve.
  - Clear air from the line and verify operation by opening a downstream valve.
  - Verify the meter is not leaking and there is an indication of flow.
  - Restore service shut-off valve to the original position.
  - Miscellaneous material and labor required to install the new meter such as adapters, couplings, bushings, etc., so long as the work can be performed in the existing pit.
  - Ameresco will be responsible for line breaks 2-feet upstream and 2-feet downstream of the replaced meter.
  - Ameresco will be responsible for leaks that are discovered within 7 days of meter replacement.
  - Ameresco will be responsible for trash or debris that clogs residents' faucets, screens, water lines, and appurtenances as a result of meter changeout that are reported to Ameresco within 24 hours after meter installation is done. Ameresco will be responsible for hiring a licensed plumber, within 24 hours, to enter the resident's premises and clear any blockages.
  - Ameresco will turn over the existing water meters to the City for salvage.
  - Ameresco will collect required installation data for uploading to the City's billing system.
- When replacing the meters, Ameresco will collect the following data for existing and replacement equipment:
  - Date and time of service
  - Account number
  - Service address
  - Meter ID number

  - Radio ID number
  - Meter size
  - Meter brand
  - Meter type (positive displacement, multi-jet, turbine, compound, etc.)
  - Register reading
  - GPS location within 5-meter accuracy
  - Pre- and post-installation photo documentation

- The scope includes replacing non-functioning service shut-off valves small and intermediate water meters (5/8"x3/4" ,1", 1.5" and 2"). This work will be done as field conditions require.
- The scope includes replacing broken or non-AMI compatible lids for small and intermediate water meters (5/8"x3/4" ,1", 1.5" and 2"). This work will be done as field conditions require.
- The scope includes drilling metal lids at large meter installations (3" and larger meters).

Water meter clarifications and exclusions for the scope of work:

- Any deficiencies in existing utility infrastructure that are identified will be reported to the City.
- Any existing water leaks found prior to beginning the meter replacement or retrofit will be reported to the City for future repair by the City.
- Repair of line breaks beyond 2-feet upstream and 2-feet downstream of the replaced meter are not included and will be reported to the City of Friendswood Public Works Department.
- Lowering or relocating water service lines associated with water meters is not included.
- Any repositioning or leveling of meter boxes for cosmetic appearance different than as-found condition is not included.
- Installation of meter re-setters or risers with the new meters is not included.
- Installation of check valves or other backflow prevention devices with the new meters is not included.
- Additional repairs, replacements, or any modifications to existing meter pits or vaults not already listed and defined above are not included.
- As a general rule when doing repairs on pipe and fittings, Ameresco to use like for like materials. No galvanized fittings or piping to be used. For meter curb stops/shut off valves, Ameresco to use Ford Brass.
- For all meter gaskets and washers, customer prefers rubber. No fiber gaskets or washers are to be used.
- Concrete, asphalt, and sidewalk repairs due to meter access, rework of meter boxes, repair of leaks, or replacement of meters is not included and to be reported to the City of Friendswood Public Works Department
- Any cutting or removal of tree roots or shrubbery so that meter can be replaced or to gain access to the meter is not included. The cost for any arborist or specialist required for this work will be provided by the City at its discretion.
- Abatement of any hazardous materials or hazardous material testing is excluded.

Software Installation and Integration

In addition to the AMI infrastructure and metrology, software is required to make the system function and for the City to be able to access and use the data recorded by the AMI system. The scope of work for the software installation and integration includes the following:

- Setup and installation of the Neptune 360 software.
- Setup and installation of the WaterSmart Customer Portal.
- Onsite training for the software shall be provided to the City.
- City will contract separately with Neptune and WaterSmart and will be financially responsible for any annual hosting fees associated with these services.
- Integrate data from a total of 14,164 water meters to the Neptune software platform.
- City will provide backhaul communication from the gateways to the remote Neptune server via cellular communication.
- The cellular backhaul communication service must be active for the data to be transmitted from the gateways to the Neptune 360 platform.
- City will contract separately with the cellular communication provider (e.g., AT&T or Verizon) for these ongoing cellular data service.
- City will be responsible for the ongoing annual fees to maintain this cellular service.
- Integrate meter data from the Neptune 360 and WaterSmart software platforms to the City's existing utility billing software.
- Project scope includes a one-time setup of the interface between the Neptune 360 and City's utility billing software (Incode), subject to any debugging or programming necessary to make the interface work for up to one (1) year.
- City will be responsible for the ongoing annual service and associated fees to maintain this interface.
- City will contract separately with the billing software provider for this annual service.

AMI System Annual Services

Ameresco included in the project cashflow a list of annual service fees for the AMI system. The City will contract directly with provider for these services and hosting fees. The annual fees include, but are not limited to, the following services:

- Neptune 360 fixed base annual hosting and support fees.
- Annual WaterSmart customer portal support or hosting fees.
- Annual Incode / Tyler Tech support.
- Cellular backhaul (Verizon) fees

Ameresco has included the first 12 months (from notice to proceed) of hosting fees for the following software:

- Neptune 360 hosting fees for 14,164 meters

- WaterSmart Customer Portal hosting fees for 14, 164 meters

General Clarifications for Measure 1

The following additional clarifications and exclusions are applicable:

- A successful and complete meter installation is defined as any meter installed according to manufacturer specifications. This includes the R900 integrated radio broadcasting a signal to the Neptune Gateway such that the data has been accurately transferred into Neptune 360 and reads one or more times electronically over the AMI network.
- A complete and functional AMI system shall be defined as the associated meters and R900 radios are capable of sending signals through the external antenna to the Gateway; the Gateway receiving those signals and transmitting the information to the Neptune meter data management system (Neptune 360) via cellular backhaul; and the Neptune meter data management system accurately sending the information to Customer's utility billing system.
- Due to external conditions, not all meters will read in the Neptune meter data management system every day; therefore, not all data will be uploaded into the WaterSmart customer portal on a daily basis.
- As final engineering is not started and equipment is not ordered until Ameresco has a signed contract and notice to proceed, Ameresco cannot guarantee delivery dates / system start up and is not responsible for costs associated with additional mobilizations, temporary equipment, etc. if long lead times affect the construction schedule.
- Prior to the installation of any meters, Ameresco will furnish and distribute door hangers for notification at least 2 days prior to meter installation or a 5-day rolling average. Customer will approve final version of door hanger before Ameresco prints and distributes.
- Ameresco will provide storage containers (Conex boxes – up to 40 foot long) for meters and boxes/lids inventory. Customer will allow Ameresco to set Conex boxes at City's old Public Works yard located at 1306 Deepwood Drive, Friendswood, TX at no additional costs. Ameresco plans to use up to 3 Conex boxes during construction. Should this site become unusable during the construction period, City will work with Ameresco to provide alternate location.
- Customer will provide a container for existing meters that will be salvaged and/or recycled at City's Public Works yard located at 1306 Deepwood Drive, Friendswood, TX.
- Ameresco will be responsible for inventory control of meters and boxes/lids, however, Customer will assist Ameresco in unloading pallets off delivery trucks using Customer's backhoe or forklift at City's Public Works yard. Ameresco must provide 24-hr notice of delivery.
- Since City staff currently works 7:30am to 5:00p.m., Monday through Thursday, Ameresco will work four 10-hour days installing meters (Monday -Thursday) and will use Friday's for data management and commissioning. If Ameresco need to install meters on Friday or weekends, then Ameresco must schedule 48 hrs. ahead (min.) and get City approval prior to installing meters on these days.

ATTACHMENT C

GUARANTEED ANNUAL PROJECT BENEFITS

"Guaranteed Annual Project Benefit(s)" is defined as the meter guarantee for increased accuracy. Increased revenues associated with the increased accuracy are stipulated and calculated as shown in Attachment G.

The Measurement and Verification Plan provided in Attachment G describes the methodology to be used to calculate the projected benefit from the new meters.

Ameresco does not guarantee revenue increase from replacing the water meters. Rather, Ameresco guarantees that the average accuracy of the new 5/8"x3/4", 1"and 2" water meters is at least 98.5 percent. The increased meter accuracy could allow the Customer to bill for water usage and wastewater usage that currently does not register on the existing meters.

Should the average test results for the sample set of 3/4", 1" and 2" water meters return less than 98.5% (the ***"Annual Project Benefits Shortfall"***), Ameresco will calculate the projected revenue shortfall. The lost revenue will be calculated between the average tested accuracy and 98.5 percent guaranteed accuracy using the modeled baseline water consumption for the 5/8"x3/4", ¾", 1", 1 ½", and 2" meters and the water and sewer rates shown in each year of the 15-year project term shown in Attachment G.

Should the total Guaranteed Annual Project Benefits be less than the Meter Guarantee, Ameresco, at its sole discretion, will either replace all of the meters in an identifiable defective population of meters, or compensate the Customer for the difference in the projected revenue. The Meter Guarantee applies to all of the meters in aggregate, not individual meter classes.

Ameresco does not guarantee the third-party meter reading labor savings from meter replacement. These cost savings are stipulated.

Notwithstanding anything herein and in the Agreement, it is stipulated and agreed that the terms and requirements of Texas Local Government Code, Section 302.001 et. seq. shall control and are incorporated by reference.

ATTACHMENT D (1)

DELIVERY AND ACCEPTANCE CERTIFICATE

PROJECT COMPLETION LOG

Sub-Project Tasks/Punch List items	*Completion Date*

Notes (special instructions etc.):

Items furnished to CUSTOMER with this Delivery and Acceptance Certificate:

- ☐ Receipt of owner's manuals;_____sets.
- ☐ Receipt of instruction and training; _____
- ☐ Completion of inspection and walk-through.
- ☐ Receipt of warranty information.

The punch list items are hereby completed in accordance with the Agreement. Customer agrees that the Non-Measured Project Benefits have been satisfied for the term of the Guarantee Period.

CUSTOMER	By:	Title:	Date:

ATTACHMENT D (2)

PERCENT COMPLETE ACKNOWLEDGEMENT CERTIFICATE

Customer hereby acknowledges receipt and acceptance of the _____ portion of the Meter installation project described in Attachment B to the Performance Contract (the "Agreement") dated _____, 2021 between Customer and Ameresco. Customer certifies that the work described in the related application for payment submitted by Ameresco has been completed in accordance with the Agreement and that the installation of the Meters is) _____ percent complete, as substantiated by sufficient detail provided by Ameresco. Customer agrees to make payment to Ameresco as set forth in Section 4 of the Agreement.

Date Accepted by Customer:_____

Accepted for:

Accepted by:

Name: _____

Title: _____

ACKNOWLEDGMENT OF AMERESCO

Ameresco hereby acknowledges that the total amount due based upon percent complete for the Meters described in Attachment B, and the Notice to Proceed, hereto is $_____.

Date Accepted by Ameresco:

Accepted for: AMERESCO, INC.

Accepted by:

Name:

Title:

ATTACHMENT D (3)

SUBSTANTIAL COMPLETION CERTIFICATE

PROJECT NAME & ADDRESS: _____

PROJECT NO.: _____
CONTRACT DATE: _____
DESCRIPTION: _____

The installation of [list each Meter being accepted with this certificate] under the Agreement has/have been reviewed and found to be substantially complete. The date of Substantial Completion of the forgoing Meters is hereby established as:

SUBSTANTIAL COMPLETION DATE: _____

The date of Substantial Completion of a Meter is the date when such Meter is sufficiently complete in accordance with the Agreement so that Customer derives beneficial use thereof. Customer agrees that the Non-Measured Project Benefits associated with the Work listed have been satisfied for the term of the Guarantee Period.

The Substantial Completion date set forth above is the date of commencement of applicable warranties for such Meters, as required by the Agreement. A list of items to be completed or corrected is identified below as punch list items.

CONTRACTOR: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, Massachusetts 01701

AUTHORIZED _____ **DATE:** _____

NAME: _____
(type or print)

CUSTOMER:

AUTHORIZED _____ **DATE:** _____

NAME: _____
(type or print)

PUNCHLIST ITEMS

Attach additional page(s) as necessary. Number of pages attached ____.

[Please Print On Customer Letter Head]

ATTACHMENT E

NOTICE TO PROCEED

MONTH DAY YEAR

Ameresco, Inc.
2375 E. Camelback Road, Suite 400
Phoenix, AZ 85016,
Attention:_____

SUBJECT: NOTICE TO PROCEED

Mr. _____:

In accordance with the terms of the Performance Contract dated [month day year] , Customer hereby issues this **Notice to Proceed** to Ameresco in relation to the Scope of Services set forth in [Change Order #__ to] such Agreement.

Sincerely,

CUSTOMER

_____

Name:
Title:

ATTACHMENT F

CHANGE ORDER

Change Request No.

CUSTOMER:

Department:

Project No. Contract No. Site:

Title:

I. REQUEST Date:

(a) Requested by Of

(b) Description of change

II. AMERESCO's AGREEMENT

For all costs involved in this change including extensions of time herein requested, Ameresco proposes to perform the work described in accordance with the provisions of the Agreement for the price as follows.

Payment shall be made on the basis of:

(a) Predetermined lump sum total of $

Place an "X" beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted per (c) above.

ATTACHMENTS

[Tailor to Change Order and Scope]

All references in the Agreement to Attachments shall also mean and refer to Attachments A-_, B-_ etc., as a separate scope of Work. Attachments A-1 through J-1 shall be read and construed separately from Attachments A-_ through J-_

All other provisions of the Agreement not expressly modified by this Change Order #__ shall remain in full force and effect including, but not limited to, Section 25 of the Agreement, Representations and Warranties, which representations and warranties are incorporated herein by reference with respect to this Change Order #__.

IN WITNESS WHEREOF, the Parties hereto have caused this Change Order #__ to be duly executed and delivered by their proper and duly authorized officers.

AMERESCO, INC.
:

_____ _____

By: By:
Title: Title:
Date: Date:
(Signature Required)

CUSTOMER APPROVAL:
CUSTOMER

_____

By: _____
Title: _____
Date: _____

Contract Award	$
Previous Additions	$
Previous Deductions	$
Net Total	$
This Change	$
Total	$

ATTACHMENT G

METER MEASUREMENT AND VERIFICATION PLAN; METHODOLOGY OF CALCULATING PROJECTED PROJECT BENEFITS

"Non-Measured Project Benefits" are defined as the calculated total of all savings that are not measured through meter testing. For example, meter reading savings are calculated but are not measurable through standard engineering practices, these are just calculated values and are therefore stipulated.

"M&V Report" shall mean the measurement and verification report that includes all data, test results, etc. used to verify that the Guaranteed Annual Project Benefits were achieved. The results included in the M&V Report will follow the methodologies and assumptions stipulated in the M&V Plan.

Water Rates

Table G.1 details the rates that will be used to calculate the water revenues during the measurement and verification period of the contract. Table G.2 describes the escalation rate that is applied for Year 1 through Year 3 and then escalated 3.0 percent annually for the duration of the project term. Each water rate shown in Table G.1 will be escalated per Table G.2 during the M&V period.

Table G.1. Water Rate Summary by Meter Size and Customer Type ($/kGal)

Meter Size	Base Rate	Tier 1 (0 to 3 kGal)	Tier 2 (4 to 10 kGal)	Tier 3 (11 to 25 kGal)	Tier 7 (Above 25 kGal)
Single Family Residential					
5/8"	$20.23	$0.00	$3.21	$4.01	$6.02
1"	$20.23	$0.00	$3.21	$4.01	$6.02
1.5"	$40.74	$0.00	$3.21	$4.01	$6.02
2"	$65.45	$0.00	$3.21	$4.01	$6.02
3"	$89.00	$0.00	$3.21	$4.01	$6.02
4"	$122.65	$0.00	$3.21	$4.01	$6.02
6"	$206.75	$0.00	$3.21	$4.01	$6.02
Irrigation / Sprinkler					
5/8"	$20.23	$0.00	$4.00	$4.25	$6.02
1"	$20.23	$0.00	$4.00	$4.25	$6.02
1.5"	$40.74	$0.00	$4.00	$4.25	$6.02
2"	$65.45	$0.00	$4.00	$4.25	$6.02
3"	$89.00	$0.00	$4.00	$4.25	$6.02
4"	$122.65	$0.00	$4.00	$4.25	$6.02
6"	$206.75	$0.00	$4.00	$4.25	$6.02
Commercial, Multi-Unit (Residential or Commercial)					
5/8"	$20.23	$4.90	$4.90	$4.90	$4.90
1"	$20.23	$4.90	$4.90	$4.90	$4.90
1.5"	$40.74	$4.90	$4.90	$4.90	$4.90
2"	$65.45	$4.90	$4.90	$4.90	$4.90
3"	$89.00	$4.90	$4.90	$4.90	$4.90

4"	$122.65	$4.90	$4.90	$4.90	$4.90
6"	$206.75	$4.90	$4.90	$4.90	$4.90

Table G.2. Water Rate Escalation

Period	Water Rate Increases %
Year 1	0.00%
Year 2	0.00%
Year 3	0.00%
Year 4	3.00%
Year 5	3.00%
Year 6	3.00%
Year 7	3.00%
Year 8	3.00%
Year 9	3.00%
Year 10	3.00%
Year 11	3.00%
Year 12	3.00%
Year 13	3.00%
Year 14	3.00%
Year 15	3.00%

Sewer Rates

Table G.3 details the sewer rates that will be used to calculate the sewer revenues during the measurement and verification period of the contract. Similar to the water revenue increase, the sewer rate will be escalated per Table G.4 for the duration of the project term.

Table G.3. Sewer Rate Summary ($/kGal)

Rate	Base Rate	Per kGal
Single Family Residential*	$23.00	$4.16
Commercial, Multi-Unit (Residential or Commercial	$23.00	$4.16

**Based on Winter Month Average*

Table G.4. Sewer Rate Escalation

Period	Sewer Rate Increases %
Year 1	0.00%
Year 2	0.00%
Year 3	0.00%
Year 4	3.00%
Year 5	3.00%
Year 6	3.00%
Year 7	3.00%
Year 8	3.00%
Year 9	3.00%
Year 10	3.00%
Year 11	3.00%
Year 12	3.00%
Year 13	3.00%
Year 14	3.00%
Year 15	3.00%

Metering O&M Savings

Table G.5 lists the stipulated metering O&M savings over the 15-year performance period. These savings are shown in the "3rd Party Meter Reading Labor Savings" column in the project cash flow. The City agrees to reallocate the listed funds to the project each year to service the financing payment. The O&M savings is escalated by 3.0 percent annually.

Table G.5. O&M Savings

Period	Operational Savings ($)

1	$92,070
2	$94,832
3	$97,677
4	$100,607
5	$103,626
6	$106,734
7	$109,936
8	$113,234
9	$116,632
10	$120,130
11	$123,734
12	$127,446
13	$131,270
14	$135,208
15	$139,264

Table G.6 provides the total metered water consumption by meter size for the evaluation period. Small meters (1 inch and smaller) represent 81.3 percent of the consumption in the system. Overall baseline water consumption for all meter sizes is 1,464,728 kGal per year.

Table G.6. Water Consumption (kGal) Summary

Meter Size	Baseline Consumption Thousands of Gallons (kGal) Jan 2019 – Dec 2019
5/8"x3/4"	422,008
1"	769,112
1.5"	40,611
2"	159,197
3"	30,275
4"	38,291
6"	1,199
ADDON	4,035
Total:	**1,464,728**

Table G.7 presents the total reported billed water revenue summarized by meter size. These charges include the bi-monthly charges and the consumption-based charges. Overall baseline water revenue for all meter sizes totals $7,062,012 per year.

Table G.7. Water Consumption Revenue Summary ($)

Meter Size	Baseline Water Revenue Jan 2019 – Dec 2019
5/8"x3/4"	$2,189,277
1"	$3,482,859

1.5"	$231,441
2"	$845,834
3"	$146,462
4"	$138,526
6"	$9,557
ADDON	$18,055
Total:	**$7,062,012**

Sewer from the end-users is collected through the sewer system. Table G.8 summarizes the annual sewer consumption by meter sizes. Overall baseline sewer consumption is 1,091,220 kGal.

Table G.8. Sewer Consumption (kGal) Summary

Meter Size	Baseline Consumption (kGal) Jan 2019 – Dec 2019
5/8"x3/4"	387,877
1"	524,607
1.5"	25,868
2"	84,316
3"	31541
4"	31305
6"	83
ADDON	5623
Total:	**1,091,220**

The largest sewer consumption is observed for the 1" meter group followed by the 5/8"x3/4" group. Table G.9 summarizes the actual annual revenue from sewer utility. As seen here, the sewer charges for meters 1" and below, total revenue is 91.7 percent of the total. The baseline sewer revenue is $5,808,715 a year.

Table G.9. Sewer Consumption Revenue Summary ($)

Meter Location	Baseline Sewer Revenue Jan 2019 – Dec 2019
5/8"x3/4"	$2,554,777
1"	$2,773,270
1.5"	$88,196
2"	$238,772
3"	$63,733
4"	$74,449
6"	$458
ADDON	$15,058

Total: **$5,808,715**

Measurement and Verification Plan

The M&V protocol for Measure 1 is based on the guidelines of the IPMVP Option A. Option A involves verifying that the measure has the potential to perform and to generate revenues. Performance verification techniques include engineering calculations with one-time representative measured values, resulting in measured verification of performance. Post-installation water meter accuracy will be determined from one-time post-retrofit field test of a representative sample of water meters.

Ameresco does not guarantee revenue increase from replacing the water meters. Rather, we guarantee that the average accuracy of the new meters that are tested (5/8"x3/4" up to 2") is at least 98.5 percent. Per Texas statute, the water meter accuracy verification must be done within the first five years of the performance period. Ameresco plans to perform the water meter M&V in year 3 of the performance period.

Cost savings from annual metering O&M are stipulated and agreed-upon with the City. No measurement and verification will be done for O&M cost savings. O&M cost savings are shown in the "3rd Party Meter Reading Labor Savings" column in the project cash flow.

Measured Variables:

- Average accuracy of existing small meters (5/8"x3/4" and 1") (performed during project development).
- Average accuracy of new small meters (5/8"x3/4" and 1").
- Average accuracy of existing 2" water meters (performed during project development).
- Average accuracy of new 2" water meters.

Stipulated Variables:

- Small meters (1" inch and smaller) average accuracy is equal to that of the 5/8"x3/4" and 1" tested meter population, pre and post.
- Intermediate meters (1-1/2" and 2") average accuracy is equal to that of the 2" tested meter population, pre and post.
- Baseline consumption profile to be used as post-retrofit consumption profile for accuracy improvement calculations for duration of the performance period.
- Annual metering O&M cost savings (labor and service contracts).

Testing Plan

Average accuracies of the existing water meters have been determined during the audit. Ameresco will perform another statistical accuracy test on the new water meters in Year 3 of the performance period.

For the small 5/8"x3/4" and 1" water meters, in coordination with the City Ameresco will select 35 5/8"x3/4" and 35 1" meters for a random sample from the size group for testing, which is the quantity of meters to achieve the required post-measurement requirements of 90 percent confidence and 10 percent precision. The meters will be removed from service, sent to a testing lab for testing following the American Water Works Association (AWWA) guidelines, and returned to the Customer. New meters are installed in place of the test meters. Average accuracy for the low flow, medium flow, and high flow will be aggregated assuming a 15 percent / 70 percent / 15 percent usage in each range as was used to establish baseline efficiency during the Investment Grade Audit (IGA). The verification will be deemed satisfied if the aggregate average accuracy of the sample meters is at least 98.5 percent.

Should the average test results for the sample set of meters return less than 98.5 percent, Ameresco will

calculate the projected revenue shortfall. The lost revenue will be calculated between the average tested accuracy and 98.5 percent guaranteed accuracy using the baseline water consumption for the 5/8"x3/4" and 1" meters and the water and sewer rates shown in each year of the 20-year project term shown in Tables G.1, G.2, G.3, and G.4.

In addition to the small meter test testing described above, a sample of 2" meters will also be tested. The initial test sample size will be 11 meters, which is the quantity of meters to achieve the required post-measurement requirements of 80 percent confidence and 20 percent precision. If the weighted average accuracy of the test sample is below the guaranteed meter accuracy, Ameresco, at its discretion, can perform in coordination with the City additional tests at Ameresco's expense. The sample size for the additional testing will not exceed 68 meters, which is the quantity of meters to achieve 90 percent confidence with 10 percent precision. There are conditions in which the meter accuracy may be impacted that are out of the control of Ameresco. The lost revenue will be calculated between the average tested accuracy and 98.5% guaranteed accuracy using the baseline water consumption for the 1 ½" and 2" meters and the water and sewer rates shown in Tables G.1, G.2, G.3, and G.4.

The City can elect to test a sample of the meters at its expense, if desired. The sample size is to be based on the baseline meter size distribution and baseline precision and confidence intervals.

Should the total Meter Measure Annual Project Benefits be less than the Meter Guarantee, Ameresco, at its sole discretion, will either replace all of the meters in an identifiable defective population of meters, or compensate the Customer for the difference in the projected revenue.

Ameresco has no control over the water quality within the City's distribution system. Poor water quality can cause a meter to fail. If there are signs of scoring from particles or debris or accumulation of deposits as determined by a third party laboratory agreed to between Ameresco and the City, then the tests results for those meters will be removed from the average and the City will be responsible for replacements of those meters. Should laboratory testing be required to determine water quality, the fees associated with this laboratory testing will be paid for by Ameresco.

Ameresco has no control over the consumption of the individual end consumers. If the meters fail due to volumes in excess of the manufacturer's warranty limits, the test results will be removed from the average and the City will be responsible for meter replacement.

ATTACHMENT H
TRAINING

Training and orientation on the systems installed will vary depending on the complexity of the specific equipment installed for associated Work.). Training will be provided in the following levels:

- **Level 1:** For systems and equipment that are essentially direct replacements of existing equipment and where no additional specific skills will be required to perform operations and maintenance (O&M) functions, training will be limited to a general overview of the equipment installed and a review of the O&M manuals. Training will be directed to the City of Friendswood's (Customer) Public Works / operations and maintenance personnel. The review of the O&M manuals will provide staff with familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and warranty information. Training should be provided at the completion of construction of each of the measures.

- **Level 2:** For systems/equipment that are new to the site and require some general understanding as to their function and operation, training will include a minimal amount of classroom time that will provide an overview of the technology and any specific maintenance or operation requirements. Following the classroom training, a site tour will be conducted to view the installation and operation of the equipment. Training should occur at both the onset and completion of construction. Equipment specification sheets provided at the beginning of construction, will provide a general description of the equipment, function and operation. At the conclusion of construction, the O&M manuals will provide parts lists and warranty information.

- **Level 3:** For systems and/or equipment that are new to the site and more complex in nature, training will be directed to both the City of Friendswood Public Works Director / Deputy Director, and the Public Works O&M personnel. In general, training will consist of classroom training followed by hands-on instruction in the field. Training will be provided through a complement of Ameresco personnel, design engineers, installation contractors and manufacturer's representatives, as necessary, and will be dictated by the complexity of the installation, participant's prior experience with the equipment that is installed, and contractual obligations.

Specifics on the training program, including schedule and training materials, will be further refined during the design process, but the training, in general, will consist of the following:

- Explanation of the design concept
  - Design intent
  - Meter reading communication through the AMI and billing systems
- Systems operation
  - Operation of individual components, instruction from authorized factory technicians, if required
  - Physical location of critical shut-off valves
  - System operational procedures for all modes in manual and automatic modes
- Operation of the software systems
  - Use of graphical user interfaces
  - Alarms and problem indicators
  - Diagnostics and corrective actions
- Service and maintenance
  - Use of the O&M manuals

- Instruction from authorized factory technicians, where applicable
- Troubleshooting and investigation of malfunctions
- Recommended procedures for collecting, interpreting, and storing specific performance data

The types of training planned for this project is listed in Table I.0. Training will be provided during construction, commissioning and acceptance phases will be dictated by the complexity of the measure.

Table H.0. Training Plan

Description	Training Level	Training Hours	
		Classroom	Field
Measure 1. Meter Replacements and Advanced Metering Infrastructure	3	3 x 8 Hr	3 x 8 Hr

ATTACHMENT I
MEASUREMENT AND VERIFICATION FEE SCHEDULE

Performance Period	Metering Measure
Year 1	$0
Year 2	$0
Year 3	$78,255
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0

ATTACHMENT J
CUSTOMER'S MAINTENANCE RESPONSIBILITIES

Customer, at its own expense, will keep and maintain, or cause to be kept and maintained, the Meters and all associated equipment in as good operating condition as when delivered to the Customer hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide maintenance and service and make all repairs necessary for such purpose. Responsibility for the proper maintenance, service, repair and adjustments to the Meters and related ancillary systems and equipment, including related expenses, shall transfer to the Customer on the date of "Substantial Completion" as such date is determined in accordance with the definition of Substantial Completion set forth in Section 1 of the Agreement. The Customer will be responsible for such maintenance, service, repair and adjustments for the remainder of the Term. Operation and Maintenance Manuals ("***O&M Manuals***") will be provided to the Customer, by Ameresco. Included with the O&M Manuals will be a list of maintenance responsibilities and tasks for the Customer.

Operations: The Customer shall operate the equipment installed hereunder in accordance with parameters noted in the manufacturers' recommendations, and any supplemental procedures supplied to the Customer by Ameresco, including those set forth in the O&M Manuals.

Maintenance: The Customer's maintenance responsibilities include the proper operation and prompt repair and maintenance of the Meters and related ancillary systems and equipment such that they are maintained in good working order during the Term. The Customer shall repair and maintain (i) the Meters and all related equipment and other components which comprise the work installed hereunder and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the Meters, including performance of the maintenance tasks, manufacturer's recommendations and supplemental procedures included in the O&M Manuals. Maintenance also refers to performing required maintenance of ancillary systems.

In addition to any of its other obligations under this Agreement, Customer agrees to operate and maintain the Meters and associated equipment to the standards set forth in this Attachment J. Deviation from these standards may result in adjustments to the Guaranteed Project Benefits, or the determination of Annual Project Benefits.

ATTACHMENT K

PROJECT CASH FLOW

Project Proforma
City of Friendswood

Ameresco Turn-Key Price:	$	**9,339,900**
P&P Bond Included above		
Less Customer Buy-Down	$	-
Total Amount	$	**9,339,900**

Financial Assumptions

Project Term:	15
Financing Term:	15
Water Revenue Escalation Rate Years 1-3:	0.00%
Water Revenue Escalation Rate Years 4-20:	3.00%
Sewer Revenue Escalation Rate Years 1-3:	0.00%
Sewer Revenue Escalation Rate Years 4-20:	3.00%
Labor Savings Escalation Rate:	3.00%
M&V Cost Escalation Rate:	3.00%

City of Friendswood, Texas
$8,665,000
Waterworks and Sewer System Revnue Bonds, Series 2021A

Principal Amount of the Bonds	$8,665,000
Plus: Net Premium	1,637,956
Less: Deposit to Debt Service Reserve Fund	(823,557)
Less: Expenses	(139,499)
Total Proceeds (Deposit to Construction Fund):	**$9,339,900**

Year	5/8" & 1" Water Revenue	1.5" & 2" Water Revenue	5/8" & 1" Sewer Revenue	1.5" & 2" Sewer Revenue	3rd Party Meter Reading Labor Savings	Total Revenues and Savings	BOK Payments for Financing Equipment (Note 5)	Measurement and Verification	3rd Party Annual Hosting Fees (Neptune, WaterSmart, & Incode) (Note 4)	Net Annual Benefit	Cumulative Cash Flow
0											
1	$ 347,886	$ 76,714	$ 234,882	$ 46,657	$ 92,070	$ 798,209	$ 691,492	$ -	$ 62,471	$ 44,246	$ 44,246
2	$ 347,886	$ 76,714	$ 234,882	$ 46,657	$ 94,832	$ 846,935	$ 684,175	$ -	$ 68,594	$ 94,166	$ 138,412
3	$ 347,886	$ 76,714	$ 234,882	$ 46,657	$ 97,677	$ 896,774	$ 609,925	$ 78,255	$ 70,668	$ 137,926	$ 276,339
4	$ 358,323	$ 79,015	$ 241,929	$ 48,057	$ 100,607	$ 972,082	$ 709,300	$ -	$ 72,805	$ 189,976	$ 466,315
5	$ 369,072	$ 81,386	$ 249,187	$ 49,498	$ 103,626	$ 1,051,348	$ 729,800	$ -	$ 75,008	$ 246,541	$ 712,856
6	$ 380,145	$ 83,827	$ 256,662	$ 50,983	$ 106,734	$ 1,133,985	$ 753,175	$ -	$ 77,277	$ 303,533	$ 1,016,389
7	$ 391,549	$ 86,342	$ 264,362	$ 52,513	$ 109,936	$ 1,220,897	$ 779,175	$ -	$ 79,615	$ 362,107	$ 1,378,496
8	$ 403,295	$ 88,932	$ 272,293	$ 54,088	$ 113,234	$ 1,312,004	$ 802,675	$ -	$ 82,025	$ 427,304	$ 1,805,800
9	$ 415,394	$ 91,600	$ 280,462	$ 55,711	$ 116,632	$ 1,390,578	$ 828,550	$ -	$ 84,508	$ 477,520	$ 2,283,319
10	$ 427,856	$ 94,348	$ 288,876	$ 57,382	$ 120,130	$ 1,471,739	$ 856,550	$ -	$ 87,066	$ 528,123	$ 2,811,442
11	$ 440,692	$ 97,179	$ 297,542	$ 59,104	$ 123,734	$ 1,555,435	$ 880,300	$ -	$ 89,703	$ 585,432	$ 3,396,874
12	$ 453,912	$ 100,094	$ 306,468	$ 60,877	$ 127,446	$ 1,660,965	$ 910,100	$ -	$ 92,420	$ 658,445	$ 4,055,319
13	$ 467,530	$ 103,097	$ 315,662	$ 62,703	$ 131,270	$ 1,771,426	$ 937,500	$ -	$ 95,219	$ 738,707	$ 4,794,026
14	$ 481,556	$ 106,190	$ 325,132	$ 64,584	$ 135,208	$ 1,887,021	$ 967,400	$ -	$ 98,104	$ 821,517	$ 5,615,543
15	$ 496,002	$ 109,376	$ 334,886	$ 66,522	$ 139,264	$ 1,943,631	$ 999,600	$ -	$ 101,077	$ 842,955	$ 6,458,497

Notes:

1 This cash flow reflects the debt service payments modeled by BOK Financial. The actual rate will increase or decrease based on market conditions and customer credit rating at the time of lease funding.

2 Revenues are based on current utility rate structures and usage information provided for purposes of this project.

3 The performance and payment bonds apply only to the installation portion of the contract and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of 12 months following completion and acceptance of the work

4 Neptune Hosting fees are escalated at 3% per year and Incode are escalated at 5% per year

5 The estimated debt service requirements are based on current market coupons and yields (plus a small cushion) for a public bond issue.
Based on current market conditions, investors will pay a "premium" (or a price greater than $1,000 per bond) to buy the proposed bonds.
As a result of generating "premium," the City can issue less bonds and still produce the required $9,339,900 for the project, the required Reserve Fund deposit and estimated bond issuance costs.

ATTACHMENT L
FINAL COMPLETION CERTIFICATE

[PLACE ON CUSTOMER LETTERHEAD]

Mr. Robert Georgeoff, Vice President
Ameresco, Inc.
2375 E. Camelback Road, Suite 400
Phoenix, AZ 85016,

Re: Performance Contract (the "Agreement"; capitalized terms used and not defined herein shall have the meanings given to such terms in the Performance Contract) dated as of _____ __, 20__ by and between [CUSTOMER] ("***Customer***") and Ameresco, Inc. ("*Ameresco*")

Dear Mr. Georgeoff:

Customer hereby acknowledges its receipt and acceptance of all Work described in Attachment B of the Performance Contract which are installed and in good working condition.

Sincerely,

[CUSTOMER]

By:_____
Duly Authorized Signatory

Name:_____

Title:_____

Date accepted:_____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding the acceptance of updates to the City's Social Media Policy.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Social Media Policy had been updated to accommodate the City's ever growing social media presence to ensure proper archival procedures are met as well as clean up any ambiguous language to prevent any violations of Federal Law.

Minor grammatical and formatting changes have been made as well.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The approval of this updated Social Media Policy will ensure that staff is managing its online presence appropriately and meeting all legal requirements.

RECOMMENDATIONS

Approve the updated Social Media Policy.

ATTACHMENTS

1. Social Media Policy 2021 - FINAL

City of Friendswood

SOCIAL MEDIA POLICY

Date Revision Adopted by City Council: 07/12/2021

A. PURPOSE

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City of Friendswood departments may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate.

The City of Friendswood has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites. This policy establishes guidelines for the use of City Social Media Sites and governs the use, administration, management, monitoring and retention of social media and social media content, consistent with state, federal and City laws and regulations.

B. SCOPE

This Policy applies to all City Social Media Sites, and the uses of social media by City employees maintaining, using, or providing oversight of social media tools. Employees for this policy shall include, but not be limited to full-time or part-time employees, seasonal employees, appointed board and committee members, interns, volunteers, and contractors on City business who access or contribute content. This policy also applies to members of the public who comment or otherwise interact with the City through its social media websites.

C. DEFINITIONS

1. Social Media Sites – Third-party websites which allow for the creation of content and dialogue around a specific issue or area of interest, including all social media platforms.
2. City Social Media Sites - Those social media sites (including pages, sections, or posting locations) that are established or maintained by an employee of the City who is authorized to do so as part of the employee's job and that are used to conduct City business, communicate with the public on City business. Also referred to as departmental Social Media Sites.
3. City Social Media Content – Information, images or photographs posted or provided to a City Social Media Site by a City employee or authorized representative when such activity is part of the employee's job duties.
4. Social Media Content – Information, images or photographs posted or provided to a Social Media Site.
5. Social Media Administrators – City employees expressly designated by their department directors to maintain oversight of their department's Social Media Sites. A Social Media Administrator's authority is limited to actions that directly reflect guidance from the Social Media Administrator's department director and these policies.
6. Social Media Coordinator – City employee assigned by the City Manager or designee to coordinate the City's Social Media Sites and Social Media Content.

D. RESPONSIBILITIES

1. Each department director is responsible for:
    a. Implementing the provisions of this Policy and ensuring that employees are aware of this Policy for using, creating, and/or maintaining City Social Media Sites;
    b. Designating departmental Social Media Administrator(s), if appropriate;
    c. Ensuring that content that is inappropriate or violates this Policy is not posted on City Social Media Site(s) established and maintained by the Department;
    d. Ensuring that approval is sought from the City Manager or their designee prior to the creation of a City Social Media Site. For any unapproved City Social Media Sites currently in existence, the department must submit a request for approval as if it was a new site.
2. Each departmental Social Media Administrator is responsible for oversight of the department's social media tools, ensures all social media content adheres to this Policy and shall:
    a. Review their department's Social Media Sites that have already been established in their departments to ensure that they comply with this Policy.
    b. Ensure the department's Social Media Site(s) are regularly maintained and kept current;
    c. Review information posted to the department's Social Media Site(s) to ensure the content is appropriate, professional, and consistent with the City's policies and the purpose for which the site exists. Frequent review of sites that provide opportunity for comment or other interaction is essential; and
    d. Keep the department's director informed of the department's social media activity and insights.
3. The Social Media Coordinator is responsible for oversight of the City's social media tools, social media sites and shall:
    a. Develop and distribute a City-wide social media strategy
    b. Review departmental Social Media Sites to ensure they comply with this Policy
    c. Maintain a list of all City Social Media Sites and ensure the City maintains access to them
    d. Maintain a list of all departmental Social Media Administrators
    e. Keep the City Manager or their designee informed of the City's social media activity and insights.
4. City employees whose official duties include creating or posting information to a City Social Media Site are responsible for ensuring that such information is accurate, professionally presented, respectful, relevant, and on topic with the department's and City's mission. Care must be taken to ensure that grammar and spelling are correct. Mistakes must be corrected quickly.

E. POLICY

1. Creation of a City Social Media Site
    a. City Social Media Sites may contain information that represents, or may create the appearance of representing, the City's position on policy issues and/or the positions of its leadership. No employee may create or maintain a Social Media Site that purports or appears to be a City Social Media Site without the permission of that employee's department director and the City Manager or their designee. As such:
        i. Before any employee creates a City Social Media Site, the City Manager or their designee must receive a request from the department. The request must state the:
            1. Business necessity for the City Social Media Site,

2. A written social media strategy,
3. A written content calendar, and
4. An archival plan.

ii. Departments must wait for approval before creating a new City Social Media Site.

b. For any unapproved City Social Media Sites currently in existence, the department must submit a request for approval as if it was a new site.

2. Maintenance of a City Social Media Site
   a. Department Directors with City Social Media Site(s) shall:
      i. Notify and update the Social Media Coordinator of the names of all Social Media Administrators within their respective department(s) and
      ii. Notify and update the Social Media Coordinator before deleting, disabling, abandoning, or archiving, any City Social Media Site(s).
   b. Social Media Administrators shall:
      i. Grant administrative rights to the Social Media Coordinator and/or provide and update, as necessary, login and password information;
      ii. Maintain, and share with the Social Media Coordinator, a social media strategy;
      iii. Maintain, and share with the Social Media Coordinator, a content calendar that includes content for their department's City Social Media Site(s);
      iv. Follow an approved archival plan
   c. The Social Media Coordinator shall:
      i. At the direction of the City Manager or their designee, the Social Media Coordinator may disable a City Social Media Site and prohibit or remove posting of any City Social Media Content to a site, any time and for any reason. This includes any violation of this Policy, unprofessional use of this resources, lack of use or disinterest by the public, or a department's failure to maintain the site.
3. Disabling, deleting, abandoning, or archiving of a City Social Media Site
   a. Before any employee disables, deletes, or archives a City Social Media Site, or as soon as possible thereafter, the City Manager or their designee must receive written notice from the department. The notice must:
      i. State the reasoning behind the action, and
      ii. Any plan to reconstitute the site, or
      iii. Verification the site has been disabled.

F. PUBLIC RECORDS

City Social Media Sites create city records that are subject to the Texas Public Information Act and document retention rules of the State of Texas. Each departmental records administrator with the assistance of the Social Media Coordinator, shall ensure that such records are retained and archived in conformance with Texas law. If your department is not able to retain or archive your social media site that is not included in the City's third-party archiving contract, then the account must be deactivated or deleted.

G. POSTING ON CITY SOCIAL MEDIA SITES

Employees creating, maintaining, or posting City Social Media Content on the City Social Media Site:

1. Must at all times conduct themselves as representatives of the City of Friendswood and in accordance with all the City of Friendswood Personnel Policies and other department or management rules or directives;
2. Will follow these guiding principles:
    a. An employee is posting or responding as the City Social Media Site Administrator must respond through a City account, not a personal account;
    b. Use correct grammar and spelling;
    c. Avoid jargon and abbreviations;
    d. Write and post only about the employee's area of expertise;
    e. Keep postings factual and accurate;
    f. Do not post photographs submitted by the public that were taken at City-related events held in public places unless you have permission from the photographer;
    g. Reply to comments in a timely manner, when a response is appropriate. When disagreeing with others' opinions or providing comments, do so in a meaningful, respectful, and relevant manner;
    h. Understand that postings are widely accessible, not retractable, and retained or referenced for a long period of time; all content should be carefully considered;
    i. Ensure that Social Media Content does not violate another person's privacy interests;
    j. Refrain from posting Social Media Content that is proprietary, copyrighted, attorney-client privileged, subject to state or federal privacy laws, and information not subject to the Texas Public Information Act.
    k. Never comment on anything related to legal matters, litigation, or parties with whom the City may be in litigation without the approval of the City Attorney or the City Manager;
    l. Do not express personal opinions or positions regarding:
        i. Programs or practices of other public agencies, political organizations, private companies, or non-profit groups;
        ii. Political campaigns; or
        iii. Religion.

H. DESIGN AND CONTENT OF CITY SOCIAL MEDIA SITES

1. One of the following statement, (a.) or (b.), shall be clearly posted on all City Social Media Site:
    a. " The purpose of this site is to present matters of public interest in the City of Friendswood. We encourage you to submit comments, but please note that this is limited public forum. Comments posted to this page will be monitored. The City reserves the right to delete comments and/or images that contain obscenity, threaten or defame any person or organization, promote illegal activity, contain malware links, promote illegal discrimination, infringe on copyrights or trademarks, or include spam which is not topically related to the particular posting and are in violation of the Social Media Policy, friendswood.com/SocialMediaPolicy. All content and postings are subject to public disclosure pursuant to the Texas Public Information Act and e-discovery laws. Disclaimer that postings do not necessarily reflect the views or position of the City. The site is NOT monitored 24 hours a day and that in case of an emergency, the public should call 911."; or
    b. "All content is subject to the Texas Public Information Act and e-discovery laws. View our policy here: friendswood.com/SocialMediaPolicy."
2. All City Social Media accounts must contain the following:

a. A clear statement of the intent, purpose, and subject matter of the site, so the public is aware of the topical scope of the page;
b. City contact information;
c. Link to the City website, www.friendswood.com;

3. The City reserves the right to delete completely or hide, when necessary and as soon as feasible, any posting that contains:
    a. Content that is spam and not topically related to the particular posting by the City;
    b. Content that contains obscenity or sexual content or links to sexual content;
    c. Content that threatens, defames or personally attacks any person or organization;
    d. Content that promotes, perpetuates or fosters discrimination on the basis of age, gender, race, religion, color, national origin, physical or mental disability, sexual orientation, marital status, and/or gender identity;
    e. Content that implies, promotes or encourages illegal activity;
    f. Content that is contrary to the safety of City employees, the public or public systems;
    g. Content that violates the legal ownership of another party or infringes on copyright, trademark or other intellectual property rights;
    h. Links to any site unrelated to the subject-matter of the post; or
    i. Content that is confidential according to the Texas Public Information Act.
4. Links placed on City Social Media Sites should only be to a resource on the City's website, a City-owned website, a state, federal or local government site, an educational website, or an organization with an official partnership or supportive business relationship with the City. Exceptions to this rule shall be at the discretion of the City Manager or their designee. Acknowledgment of sponsorships or City partnership's must be attributed to a specific event or program.

I. EMPLOYEE TIME SPENT MAINTAINING OR CREATING SOCIAL MEDIA SITES

Non-exempt employees who serve as City Social Media Administrators shall work on the City Social Media Site (monitoring, creating, maintaining, or posting) only during normal office hours unless specifically pre-approved in writing by the employee's supervisor. Any time spent in excess of a 40-hour work week by a non-exempt City Social Media Site Administrator monitoring, creating, maintaining or posting on a City Social Media Site will be paid overtime in compliance with federal law and City Policy

J. USE BY BOARDS OR COMMISSIONS

Due to open meetings requirements, individual members of a city board or commission are prohibited from participating in postings or discussion threads on City Social Media Sites created and maintained by the department or group of which they advise, unless designated as an Editor by a Staff Liaison.

K. EMPLOYEE STANDARD FOR USE OF SOCIAL MEDIA

All uses of social media on behalf of the City or City department, or in any manner that appears to represent the City or constitute communication by the City, must comply with the provisions in this Policy, including the following standards.

1. No City employee may establish any Social Media Site in the name of or on behalf of the City or any City department unless:
    a. The City Manager or their designee and the user's department director have all approved the Site; and

b. All information to be posted on the account has previously been approved by the employee's department director.

2. Social Media Sites established by the City or a City department are to be used for City and department business purposes only. Use for communications and postings that are not directly related to a City or City department business purpose, is prohibited.
3. Employee must report unauthorized uses of City Social Media Sites or City Social Media Content to their department director and/or City Manager or their designee.
4. Employees are expected to be attentive and careful in their use of social media. Employees should be aware that their use of social media may be perceived as representing the City and City government, and should tailor their use accordingly.
5. No Social Media Site engagement on pages outside of the City organization, including but not limited to, comments and reactions/likes.

L. UNACCEPTABLE USES BY EMPLOYEES

The City considers the activities and uses listed below to be unacceptable uses of social media established by the City or City department.

1. Using social media in a manner that does not comply with federal, state, local laws and regulations, and with City or department policies.
2. Using social media in a manner that violates copyright, trademark, or other intellectual property rights of any person or entity or otherwise violates their legal ownership interests;
3. Includes ethnic slurs, profanity, personal insults, material that is harassing, defamatory, fraudulent or discriminatory, or other content or communications that would not be acceptable in a City workplace under the City or department policy or practice;
4. Violates the terms of contracts governing the use of any social media content, including, but not limited to software and other intellectual property license;
5. Displays sexually explicit images, cartoons, jokes, messages or other material in violation of the City sexual harassment policy;
6. Violates Section 9.06 of the City of Friendswood Personnel Policy relating to Political Activity;
7. Contains confidential information that is protected from release pursuant to the Texas Public Information Act or "for official use only" information or information that does or may compromise the security of City networks or information systems. Confidential information includes, but is not limited to medical information, social security numbers and other personally identifiable information;
8. Violates the terms of use governing third-party websites that allow for the creation of social media sites;
9. Violates Section G. 2. a.-l. of this Policy.

M. PERSONAL SOCIAL MEDIA ACCOUNTS

1. This Policy is not intended to govern employees' establishment or use of person social media sites for personal purposes, outside the workplace and using non-City information systems. However, some personal uses of social media may reflect on the City or appear to represent City policy or to be on behalf of the City. In addition, accessing and using personal social media accounts by means of City information systems is subject to City policy. For these reasons, City employees are expected to comply with all City and department policies, as well as the following standards, when using personal social media accounts.

a. City employees have no right to privacy with respect to their personal use of social media or personal social media accounts accessed by means of City information systems, or with respect to personal social media content so accessed. Employees should not expect or assume privacy or confidentiality with respect to any such personal social media use or social media content.
b. Postings and user profiles on personal social media accounts must not state or imply that the views, conclusions, statements or other social media content are an official policy statement, position, or communication of the City of Friendswood, or represent the views of the City or any City officer or employee, any user profile, biography, or posting on a personal social media account that identifies that person as a City employee must include a qualifying statement in substantially the following form: "The views I express on this site are my own and do not reflect any official view or position of the City of Friendswood."
c. City employees subject to the City's Political Activity restrictions under Section 9.06 of the City's Personnel Policy, must comply with those restrictions in personal uses of social media, whether or not City information systems have been used.
d. City employees may not attribute personal statements or opinions to the City when engaging in private blogging or postings on social media sites.
e. City employees and City volunteers shall not post images, files, or text depicting City property, equipment, or personnel in any manner that would adversely affect the reputation of the City or a City department.
f. City employees and City volunteers shall not use their City email account or password in conjunction with a personal social networking site.

N. EXCEPTIONS

Exceptions to this Policy shall be at the discretion of the City Manager or their designee.

O. COMPLIANCE

Each City department director shall be responsible for enforcing compliance of this Policy by department employees. An employee who fails to comply with any aspect of this Policy is subject to disciplinary action, up to and including termination of employment.

On this date, I received the revision to the Social Media Policy. I understand it is my responsibility to read and abide by this Policy, and I understand it is my responsibility to ask questions if something is unclear.

Employee's Signature	**Date**
Employee's Printed Name	

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action regarding the appointment of (i) Kitten Brizendine, (ii) Robin Hall, (iii) James H. Nye, (vi) Bill Provenzano, (v) Ron Cox (vi) Judy Wiggins, and (vii) Dave Smith to the City of Friendswood 2021 Charter Review Commission for a term beginning July 2021 and ending on December 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 11.09 "Charter Review Commission" of the City Charter, City of Friendswood, Texas, states in part that the Council shall appoint at its first regular meeting in July of every fifth year after approval of the Charter, a Charter Review Commission (the "Commission"). The Commission's responsibilities are to:

(1) inquire into the operation of the City government under the Charter provisions and determine whether any such provisions require revision, to include public hearings as needed;
(2) propose, if it deems desirable, amendments to this Charter to improve the effective application of the Charter to current conditions; and
(3) report its findings and present its proposed amendments, if any, to the Council.

The proposed members for the 2021 Charter Review Commission are (i) Kitten Brizendine, (ii) Robin Hall, (iii) James H. Nye, (vi) Bill Provenzano, (v) Ron Cox (vi) Judy Wiggins, and (vii) Dave Smith. Said applicants have met the requirements of the City's Appointment Policy and if approved will serve a term beginning July 2021 and ending January 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Nye, Jim volunteer application 2021_Redacted
2. Provenzano, Bill volunteer application 2021_Redacted
3. Wiggins, Judy Volunteer Application 2021_Redacted
4. Smith, David Volunteer Application 2021_Redacted

5. Cox, Ron Volunteer Application 2019_Redacted
6. Hall, Robin Volunteer Application_Redacted
7. Brizendine, Kitten Volunteer Application_Redacted

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: Jim Nye

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE:

CITY, STATE, ZIP:

EMAIL ADDRESS:

CELL PHONE:

OCCUPATION: Attorney

SPECIAL INTERESTS AND TALENTS: Charter Review Commission

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

If so, please name the body: N/A

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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

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

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

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

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

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

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 51 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)?

Attorney
2 prior CRCs
Planning & Zoning

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

2 prior CRCs
P&Z for 6 years

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

6/23/2021
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:*
Charter Review Comm.	2011 & 2016 (est.)
Planning & Zoning	2010-2016 (est.)

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kellye Nye
ADDRESS [redacted]
PHONE: [redacted]

NAME: Raymond Baker
ADDRESS: [redacted]
PHONE: [redacted]

Revised 11/04/19 mkw

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Bill Provenzano

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Banker (Branch Manager)

SPECIAL INTERESTS AND TALENTS: Golf, Fishing & Music

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 21 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? FINANCE DEGREE, SERVED ON CHARTER REVIEW IN THE PAST, SERVED ON ECONOMIC DEVEL. COMMITTEE 10+ YRS, CHAIRMAN OF THE FRIENDSWOOD CHAMBER 3 TERMS & ON ITS BOARD 8 YRS.

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

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.

BMC. Pm
Signature of Applicant

6-1-2021
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:*
ECONOMIC DEVELOPMENT COMMITTEE	
CHARTER REVIEW COMMISSION	

PERSONAL REFERENCES:

Please list at least two references.

NAME: KEVIN HOLLAND

ADDRESS:

PHONE: [redacted]

NAME: DAVID SMITH

ADDRESS:

PHONE: [redacted]





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Judy Wiggins

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Business Owner/Insurance Agent

SPECIAL INTERESTS AND TALENTS: I spend a lot of time working, volunteering, and hanging out with my family. I enjoy running, exercising, and traveling. My family and I especially enjoy being outside in the various Friendswood parks walking/running the trails, searching for snakes, and enjoying the beautiful scenery.

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

If so, please name the body: n/a

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
X_____ 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.

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 8 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
Bachelors and Masters degrees, property and casualty insurance license, life and heath insurance license, series 6 and 63 licenses

Please list any civic or community endeavors in which you have been involved: I'm currently active in the Friendswood Chamber of Commerce, Friendswood Rotary Club, and Friendswood ISD Education Foundation.

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 4/14/2021

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Revised 11/04/19 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

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

PERSONAL REFERENCES:

Please list at least two references.

NAME: Sally Branson
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Brett Banfield
ADDRESS: [redacted]
PHONE: [redacted]

Revised 11/04/19 mkw





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: DAVID Smith

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: REAL ESTATE

SPECIAL INTERESTS AND TALENTS: Fishing, Soccer, MUSIC,

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

If so, please name the body:

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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

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

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
CHARTER REVIEW

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

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 35+ YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? Familiar with City Charter + History of City

Please list any civic or community endeavors in which you have been involved: Friendswood Rotary, Friendswood Historical Society, Friendswood Fine Arts, Friendswood Soccer

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

6/17/21
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:*
Council	2003 - 2012

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kim Brizendine

ADDRESS. [redacted]

PHONE: [redacted]

NAME: Harold Whitaker

ADDRESS: [redacted]

PHONE: [redacted]

Revised 11/04/19 mkw

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Ronald E. Cox

HOME PHONE: ———

HOME ADDRESS: [redacted]

WORK PHONE: ———

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Municipal Consultant

SPECIAL INTERESTS AND TALENTS: _____

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

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

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

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

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

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

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
Bond Committee

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

Please use the space below for additional comments.

Interested in assisting with recommendations for a future bond election.

Approved 07/10/17 mkw

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

DATE OF BIRTH: [redacted]
SEX: MALE
FRIENDSWOOD RESIDENT FOR 27 YEARS

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

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

Former City Manager in Friendswood

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

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

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

Ronald E. Cox
Signature of Applicant

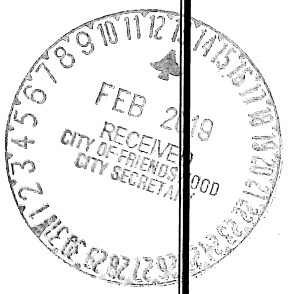
2-19-19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: ROBIN HALL

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: _____

SPECIAL INTERESTS AND TALENTS: _____

_____

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

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

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

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

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

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
Bond Committee - Citizen Group

OTHER

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

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 20 YEARS

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

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

Previous serve on bond committee

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

Rotary
FDFA
Texas Fest

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

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

[signature]
Signature of Applicant

02-13-19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
4th of July	2001 - 2017
Charter Review	2016, 2011, 2006

PERSONAL REFERENCES:

Please list at least two references.

NAME: David Smith
ADDRESS: _____
PHONE: _____

NAME: Mike Foreman
ADDRESS: _____
PHONE: _____

Approved 07/10/17 mkw

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Kitten Brizendine

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE

EMAIL ADDRESS:

CELL PHONE: [redacted]

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Our Community Development & Growth

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

If so, please name the body: Friendswood Fire Dept Retirement Board

Approved 07/10/17 mkw

AREAS OF INTEREST

Please Indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

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

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

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

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
Citizens Advisory Committee

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

Please use the space below for additional comments.

Approved 07/10/17 mkw

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 42 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? I have been on many committees & Served on Council

Please list any civic or community endeavors in which you have been involved: Charter Review, 4th July, Library, Centennial, Sesquicentennial, Heritage Assoc., Bylaws - Hanna/Boliver by Mayor/Council United Way, Westwood/Clive Barbers, FHS Booster Club

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

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

J Brizendine
Signature of Applicant

Feb 13, 2019
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/14/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action regarding the appointment of Cindy Deaton to the Construction Board of Adjustment and Appeals for a three-year term beginning July 2021 and ending July 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Construction Board of Adjustment and Appeals has 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 front the building industry and one member at-large from the public.

This item allows the Council to appoint Cindy Deaton to replace Terry McHugh on the Construction Board of Adjustment and Appeals. The full-three year term begins immediately upon appointment and ends on July 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Deaton, Cindy Volunteer Application 2021_Redacted

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: Cindy Deaton

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

CITY, STATE, ZIP:

EMAIL ADDRESS:

CELL PHONE: [redacted]

OCCUPATION: Owner - Deaton Custom Tools

SPECIAL INTERESTS AND TALENTS: Small Business Networking, Community Involvement

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

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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.

My expertise is in swimming pool construction, although I have worked in multifamily residential construction. I enjoy being involved in the community.

Revised 11/04/19 mkw

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 25 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
Work experience as a business owner building swimming pools.

Please list any civic or community endeavors in which you have been involved: Friendswood Chamber of Commerce Rookie of the year 2019. Current Friendswood Chamber of Commerce board member.

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

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

Cindy Deaton
Signature of Applicant

5-25-21
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: Traca Adams

ADDRESS: [redacted]

PHONE:

NAME: Carol Marcantel

ADDRESS: Friendswood Chamber

PHONE: [redacted]

Revised 11/04/19 mkw

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/22/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Consider the appointment of Michael Fernandez as a regular member to the Zoning Board of Adjustment and complete the unexpired term of Mike Czarowitz, which is set to expire on July 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to appoint Michael Fernandez as a regular member to the Zoning Board of Adjustment (ZBOA) to replace Mike Czarowitz who resigned effective June 17, 2021. Mr. Fernandez is currently serving as an alternate member to the ZBOA and this action elevates his appointment to serve as a regular member. If appointed, Mr. Fernandez will complete Mr. Czarowitz's unexpired term through July 2022, where at that time, he can be reappointed to full two-year term.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Michael Fernandez Volunteer Application_Redacted

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: MICHAEL FERNANDEZ

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE:

EMAIL ADDRESS: [redacted]

CELL PHONE:

OCCUPATION: REALTOR, CONSULTANT, MEDIATOR

SPECIAL INTERESTS AND TALENTS: HELPING THE COMMUNITY AND OTHERS. TRAIN AND COACHING ORGANIZATIONS AND INDIVIDUALS IN LEADERSHIP, NEGOTIATIONS, AND CONFLICT MANAGEMENT

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

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL, ZONING BOARD OF ADJUSTMENT

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
- [ ] ELECTION WORKER

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

I AM AVAILABLE FOR
- [x] LONG-TERM PROJECTS
- [x] SHORT-TERM PROJECTS
- [x] DAYTIME
- [x] EVENING
- [x] SUMMER

RECREATION
- [ ] 4TH OF JULY STEERING COMMITTEE
- [ ] 4TH OF JULY VOLUNTEER
- [ ] SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
- [ ] LIBRARY BOARD
- [ ] LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

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

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 7 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
BACHELORS DEGREE PRE-LAW, STUDIED LAW AT SOUTH TEXAS COLLEGE OF LAW
MBA
REALTOR LICENSE, MEDIATOR, ARBITRATOR, PHD CANDIDATE INDUSTRIAL & ORGANIZATIONAL PSYCHOLOGY

Please list any civic or community endeavors in which you have been involved: LIGHT HOUSE CHARITY TEAM, HARRIS COUNTY CHILD ADVOCATES, VARIOUS DUTIES WITH KEEP FRIENDSWOOD BEAUTIFUL

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

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

Signature of Applicant

7 - 18 - 19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
KEEP FRIENDSWOOD BEAUTIFUL	SEPT 2017 - CURRENT
ZONING BOARD OF ADJUSTMENTS & APPEALS	MARCH 2018 - JULY 2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: NATASHA McADOO
ADDRESS: [redacted]
PHONE:

NAME: MARY DAVILA
ADDRESS: [redacted]
PHONE:

Approved 07/10/17 mkw

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/10/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on the election of the Mayor Pro Tem.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

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

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The appointment of the Mayor Pro Tem provides for a designee to support the Mayor in his duties and obligations and to act in the Mayor's absence.

RECOMMENDATIONS

Elect a Mayor Pro Tem.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/07/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding Ordinance No. T2021-19, the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment IX" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; 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 ninth set for fiscal year 2020-2021.

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.

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 IX 2020–2021.

ATTACHMENTS

1. FY21 BA IX Exhibit A 07-12-2021
2. FY21 BA IX Exhibit B 07-12-2021
3. Ord 2021-19 BA IX (1)

City of Friendswood
Budget Amendment Summary
Fiscal Year 2020 – 2021
Budget Amendment IX
July 12, 2021

1. **General Obligation Improvement and Refunding Bond Series 2021, $16,235,000.** Appropriate bond proceeds from the 2021 GO Improvement and Refunding Bonds issued in June 2021. The 2021 GO Bonds represent the second round of bonds approved by voters in November 2019. The bond proceeds will be used for drainage projects totaling $5 million, improvements to the Public Safety facility totaling $5.0 million, construction of a new Fire Station #2 totaling $4.1 million and to cover the cost of issuance. A portion of the bond proceeds will be appropriated back to general fund unassigned fund balance for any expenditures made prior to the bond issuance as authorized by Council through a reimbursement resolution approved at the July 6, 2020 City Council meeting. The proceeds from the issuance of the refunding portion totaling $3.1 million will be used to refinance the General Obligation Refunding Bonds, Series 2012 and to cover the cost of issuance.

2. **City Secretary's Office – Furniture, Fixtures & Equipment, $12,787.** Appropriate funds to purchase furniture, fixtures, and equipment for the City Secretary's Office. The remodeling of the City Secretary's Office will better serve citizens and will safely accommodate city staff. The funding source will be unassigned general fund balance.

3. **PEG Channel – Stevenson Park Camera & Fiber Installation, $56,794.** Appropriate restricted General Fund balance reserves from PEG Channel revenue for audio and video improvements related to community events, and other city-wide productions. Information Technology will improve Stevenson Park with an additional camera and fiber installation.

4. **Centennial Park and Lakes of Falcon Ridge Concrete Wall, $416,189.** Appropriate funds to remove deteriorating wall and construct a new, vericrete wall spanning approximately 3,000 linear feet. The City and the Lakes of Falcon Ridge have a Partnership Agreement in which each entity agrees to share the cost equally. Council awarded the bid to Republic Masonry & Fencing LLC at the June 7, 2021 City Council meeting. The funding source will be unassigned general fund balance.

City of Friendswood
July 12, 2021
2020-2021 Budget Amendment IX - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	257-0000-39380		Appropriate 2021 General Obligation Improvement Bond-Bond Proceeds	(13,185,000)
1	257-0000-39381		Appropriate 2021 General Obligation Improvement Bond-Premium	(1,173,884)
1	257-8101-473.9350		Appropriate 2021 General Obligation Improvement Bond-Issue Costs	162,444
1	257-9002-491.9120		Appropriate 2021 General Obligation Improvement Bond-Transfer to Tax Debt Service	96,440
1	257-7001-419-8591	G01518CONST	Appropriate 2021 General Obligation Improvement Bond-Public Safety Building	4,486,133
1	257-7001-419.8591	GO1518ENG	Appropriate 2021 General Obligation Improvement Bond-Public Safety Building	513,867
1	257-7001-419-8591	GO01519CONST	Appropriate 2021 General Obligation Improvement Bonds - Fire Station #2	3,587,030
1	257-7001-419.8582	GO1519ENG	Appropriate 2021 General Obligation Improvement Bonds - Fire Station #2	512,970
1	257-7001-431.8530		Appropriate 2021 General Obligation Improvement Bond-Drainage Improvements	4,985,109
1	257-7001-431.8113		Appropriate 2021 General Obligation Improvement Bond-Drainage Improvements	1,035
1	257-7001-431.8210		Appropriate 2021 General Obligation Improvement Bond-Drainage Improvements	13,856
1	201-0000-39125		Appropriate 2021 General Obligation Improvement Bond-Transfer from Construction Fund	(96,440)
1	201-8101-473.9350		Appropriate 2021 General Obligation Improvement Bond-Interest	96,440
1	257-26010		Reimburse unassigned general fund balance for advanced funding related to GO Bonds	1,083,808
1	257-10199		Reimburse unassigned general fund balance for advanced funding related to GO Bonds	(1,083,808)
1	001-10199		Reimburse unassigned general fund balance for advanced funding related to GO Bonds	1,083,808
1	001-14021		Reimburse unassigned general fund balance for advanced funding related to GO Bonds	(1,083,808)
2	001-0000-30500		Appropriate unassigned fund balance for furniture, fixtures & equipment in the City Secretary's Office	(12,787)
2	001-0201-411.8800		Appropriate unassigned fund balance for furniture, fixtures & equipment in the City Secretary's Office	12,787
3	001-0000-30500		Appropriate restricted General Fund balance reserves from PEG channel revenue for audio and video improvements	(56,794)
3	001-0716-419.8800	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG channel revenue for audio and video improvements	56,794
4	001-0000-30500		Apporpriate unassigned fund balance for Centennial Park and Lakes of Falcon Ridge concrete wall	(208,095)
4	001-0000-30500		Apporpriate unassigned fund balance for Centennial Park and Lakes of Falcon Ridge concrete wall; to be reimbursed by HOA	(208,094)
4	001-6430-456.8200		Apporpriate unassigned fund balance for Centennial Park and Lakes of Falcon Ridge concrete wall	416,189

(Title: An Ordinance adopting Budget Amendment IX to the Original General Budget of the City for Fiscal Year 2020-2021 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. 2021-19

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2020-35, PASSED AND APPROVED SEPTEMBER 14, 2020, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2020-2021 BY APPROVING "BUDGET AMENDMENT IX" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2020-2021"; 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. 2020-35, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2020-2021"; 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 2020-2021;

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

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

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021," is hereby amended for municipal purposes as shown on "Budget Amendment IX" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal year 2020-2021" attached hereto. Said Budget Amendment IX 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 12th day of JULY, 2021.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
MARY KAY FISCHER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/05/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the May 2021 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Galo Co Tax May 2021

Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

June 8, 2021

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of May, 2021 is true and correct.

Under my hand and seal this 8th day of June, 2021.

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

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.392153	103,004.77	.00	8,077.32	.00	111,082.09	2,581.02	.00	.00	113,663.11
	I & S	.095161	24,995.50	.00	1,960.07	.00	26,955.57	.00	.00	.00	26,955.57
	TOTAL	.487314	128,000.27	.00	10,037.39	.00	138,037.66	2,581.02	.00	.00	140,618.68
2019	M & O	.432160	8,020.86	.00	3,055.56	.00	11,076.42	3,373.58	.00	.00	14,450.00
	I & S	.089279	1,657.02	.00	631.24	.00	2,288.26	.00	.00	.00	2,288.26
	TOTAL	.521439	9,677.88	.00	3,686.80	.00	13,364.68	3,373.58	.00	.00	16,738.26
2018	M & O	.437173	3,360.04	.00	244.51	.00	3,604.55	209.09	.00	.00	3,813.64
	I & S	.095218	731.84	.00	53.25	.00	785.09	.00	.00	.00	785.09
	TOTAL	.532391	4,091.88	.00	297.76	.00	4,389.64	209.09	.00	.00	4,598.73
2017	M & O	.432349	3,332.90	.00	197.11	.00	3,530.01	141.26	.00	.00	3,671.27
	I & S	.095000	732.32	.00	43.31	.00	775.63	.00	.00	.00	775.63
	TOTAL	.527349	4,065.22	.00	240.42	.00	4,305.64	141.26	.00	.00	4,446.90
2016	M & O	.462000	41.04	.00	22.84	.00	63.88	13.83	.00	.00	77.71
	I & S	.084000	7.46	.00	4.15	.00	11.61	.00	.00	.00	11.61
	TOTAL	.546000	48.50	.00	26.99	.00	75.49	13.83	.00	.00	89.32
2015	M & O	.497200	11.19	.00	.00	.00	11.19	.00	.00	.00	11.19
	I & S	.071500	1.61	.00	.00	.00	1.61	.00	.00	.00	1.61
	TOTAL	.568700	12.80	.00	.00	.00	12.80	.00	.00	.00	12.80
2014	M & O	.530300	7.26	.00	.00	.00	7.26	.00	.00	.00	7.26
	I & S	.061100	.84	.00	.00	.00	.84	.00	.00	.00	.84
	TOTAL	.591400	8.10	.00	.00	.00	8.10	.00	.00	.00	8.10
2013	M & O	.530300	3.34	.00	.00	.00	3.34	.00	.00	.00	3.34
	I & S	.061100	.39	.00	.00	.00	.39	.00	.00	.00	.39
	TOTAL	.591400	3.73	.00	.00	.00	3.73	.00	.00	.00	3.73
2012	M & O	.530700	17.11	.00	17.95	.00	35.06	7.71	.00	.00	42.77
	I & S	.066300	2.14	.00	2.24	.00	4.38	.00	.00	.00	4.38
	TOTAL	.597000	19.25	.00	20.19	.00	39.44	7.71	.00	.00	47.15
2011	M & O	.521800	12.90	.00	15.73	.00	28.63	6.05	.00	.00	34.68
	I & S	.068400	1.69	.00	2.07	.00	3.76	.00	.00	.00	3.76
	TOTAL	.590200	14.59	.00	17.80	.00	32.39	6.05	.00	.00	38.44
2008	M & O	.509700	1.05	.00	.00	.00	1.05	.00	.00	.00	1.05
	I & S	.070000	.14	.00	.00	.00	.14	.00	.00	.00	.14
	TOTAL	.579700	1.19	.00	.00	.00	1.19	.00	.00	.00	1.19
2006	M & O	.512000	18.85	.00	18.28	.00	37.13	8.44	.00	.00	45.57
	I & S	.070100	2.58	.00	2.50	.00	5.08	.00	.00	.00	5.08
	TOTAL	.582100	21.43	.00	20.78	.00	42.21	8.44	.00	.00	50.65

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		117,831.31	.00	11,649.30	.00	129,480.61	6,340.98	.00	.00	135,821.59
ALL	I & S		28,133.53	.00	2,698.83	.00	30,832.36	.00	.00	.00	30,832.36
ALL	TOTAL		145,964.84	.00	14,348.13	.00	160,312.97	6,340.98	.00	.00	166,653.95
DLQ	M & O		14,826.54	.00	3,571.98	.00	18,398.52	3,759.96	.00	.00	22,158.48
DLQ	I & S		3,138.03	.00	738.76	.00	3,876.79	.00	.00	.00	3,876.79
DLQ	TOTAL		17,964.57	.00	4,310.74	.00	22,275.31	3,759.96	.00	.00	26,035.27
CURR	M & O		103,004.77	.00	8,077.32	.00	111,082.09	2,581.02	.00	.00	113,663.11
CURR	I & S		24,995.50	.00	1,960.07	.00	26,955.57	.00	.00	.00	26,955.57
CURR	TOTAL		128,000.27	.00	10,037.39	.00	138,037.66	2,581.02	.00	.00	140,618.68

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 05/01/2021 THRU 05/31/2021
JURISDICTION: 337 FRIENDWD CITY

INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 RF210504	168291	201812	0.00	0.00	0.00	0.00 18S1	133.10-	133.10-RF
2018 RF210504	168291	201812	133.10-	0.00	0.00	0.00 18S1	133.10	0.00 RF
	2018 TOTAL		133.10-	0.00	0.00	0.00	0.00	133.10-
2019 RF210518	1043990010003	201912	0.00	0.00	0.00	0.00 HK21	134.91-	134.91-RF
2019 RF210518	1043990010003	201912	134.91-	0.00	0.00	0.00 HK21	134.91	0.00 RF
2019 RF210518	1098330000011	201912	0.00	0.00	0.00	0.00 HK21	193.96-	193.96-RF
2019 RF210518	1098330000011	201912	193.96-	0.00	0.00	0.00 HK21	193.96	0.00 RF
2019 RF210504	168291	201912	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019 RF210504	168291	201912	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 RF210504	168509	201912	0.00	0.00	0.00	0.00 19S1	134.70-	134.70-RF
2019 RF210504	168509	201912	134.70-	0.00	0.00	0.00 19S1	134.70	0.00 RF
2019 RF210504	168586	201912	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019 RF210504	168586	201912	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 RF210504	200310	201912	0.00	0.00	0.00	0.00 19S1	227.12-	227.12-RF
2019 RF210504	200310	201912	227.12-	0.00	0.00	0.00 19S1	227.12	0.00 RF
2019 RF210504	200908	202001	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019 RF210504	200908	202001	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 RF210504	201330	201912	481.63-	0.00	0.00	0.00 19S1	481.63	0.00 RF
2019 RF210504	201330	201912	0.00	0.00	0.00	0.00 19S1	481.63-	481.63-RF
2019 RF210504	202048	201911	0.00	0.00	0.00	0.00 19S1	310.86-	310.86-RF
2019 RF210504	202048	201911	310.86-	0.00	0.00	0.00 19S1	310.86	0.00 RF
2019 RF210504	202427	201911	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 RF210504	202427	201911	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019 RF210504	203329	201912	725.13-	0.00	0.00	0.00 19S1	725.13	0.00 RF
2019 RF210504	203329	201912	0.00	0.00	0.00	0.00 19S1	725.13-	725.13-RF
2019 RF210504	287542	201912	0.00	0.00	0.00	0.00 19S1	313.51-	313.51-RF
2019 RF210504	287542	201912	313.51-	0.00	0.00	0.00 19S1	313.51	0.00 RF
2019 RF210504	288777	201912	0.00	0.00	0.00	0.00 19S1	231.51-	231.51-RF
2019 RF210504	288777	201912	231.51-	0.00	0.00	0.00 19S1	231.51	0.00 RF
2019 RF210504	394598	201912	0.00	0.00	0.00	0.00 19S1	363.40-	363.40-RF
2019 RF210504	394598	201912	363.40-	0.00	0.00	0.00 19S1	363.40	0.00 RF
2019 RF210504	399837	201912	0.00	0.00	0.00	0.00 19S1	451.10-	451.10-RF
2019 RF210504	399837	201912	451.10-	0.00	0.00	0.00 19S1	451.10	0.00 RF
2019 RF210504	512133	201912	0.00	0.00	0.00	0.00 19S1	707.33-	707.33-RF
2019 RF210504	512133	201912	707.33-	0.00	0.00	0.00 19S1	707.33	0.00 RF
2019 RF210504	516836	201912	0.00	0.00	0.00	0.00 19S1	579.66-	579.66-RF
2019 RF210504	516836	201912	579.66-	0.00	0.00	0.00 19S1	579.66	0.00 RF
2019 RF210504	521188	201912	988.06-	0.00	0.00	0.00 19S1	988.06	0.00 RF
2019 RF210504	521188	201912	0.00	0.00	0.00	0.00 19S1	988.06-	988.06-RF
2019 RF210504	606638	201912	0.00	0.00	0.00	0.00 19S1	393.05-	393.05-RF
2019 RF210504	606638	201912	393.05-	0.00	0.00	0.00 19S1	393.05	0.00 RF

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
	2019 TOTAL		6,757.37-	0.00	0.00	0.00	0.00	6,757.37-
2020 RF210518	1022330000010	202012	0.00	0.00	0.00	0.00 HK09	180.62-	180.62-RF
2020 RF210518	1022330000010	202012	180.62-	0.00	0.00	0.00 HK09	180.62	0.00 RF
2020 908052021TR	1043380000049	202012	755.59-	0.00	0.00	0.00 HS01	0.00	755.59-TR
2020 RF210518	1043990000024	202102	0.00	0.00	0.00	0.00 HK09	130.36-	130.36-RF
2020 RF210518	1043990000024	202102	121.83-	0.00	8.53-	0.00 HK09	130.36	0.00 RF
2020 RF210518	1043990010003	202012	0.00	0.00	0.00	0.00 HK09	133.52-	133.52-RF
2020 RF210518	1043990010003	202012	133.52-	0.00	0.00	0.00 HK09	133.52	0.00 RF
2020 RF210518	1063130000021	202012	0.00	0.00	0.00	0.00 HK09	121.83-	121.83-RF
2020 RF210518	1063130000021	202012	121.83-	0.00	0.00	0.00 HK09	121.83	0.00 RF
2020 RF210518	1063160000025	202102	0.00	0.00	0.00	0.00 HK09	36.55-	36.55-RF
2020 RF210518	1063160000025	202102	36.55-	0.00	0.00	0.00 HK09	36.55	0.00 RF
2020 RF210518	1098330000011	202012	0.00	0.00	0.00	0.00 HK09	187.33-	187.33-RF
2020 RF210518	1098330000011	202012	187.33-	0.00	0.00	0.00 HK09	187.33	0.00 RF
2020 RF210518	1098340000005	202101	0.00	0.00	0.00	0.00 HK09	207.30-	207.30-RF
2020 RF210518	1098340000005	202101	207.30-	0.00	0.00	0.00 HK09	207.30	0.00 RF
2020 RF210518	1209130020001	202012	0.00	0.00	0.00	0.00 HK09	356.59-	356.59-RF
2020 RF210518	1209130020001	202012	356.59-	0.00	0.00	0.00 HK09	356.59	0.00 RF
2020 RF210518	1215220010009	202012	0.00	0.00	0.00	0.00 HK09	121.83-	121.83-RF
2020 RF210518	1215220010009	202012	121.83-	0.00	0.00	0.00 HK09	121.83	0.00 RF
2020 RF210504	146624	202012	121.83-	0.00	0.00	0.00 20S0	121.83	0.00 RF
2020 RF210504	146624	202012	0.00	0.00	0.00	0.00 20S0	121.83-	121.83-RF
2020 RF210504	168291	202012	148.15-	0.00	0.00	0.00 20S0	148.15	0.00 RF
2020 RF210504	168291	202012	0.00	0.00	0.00	0.00 20S0	148.15-	148.15-RF
2020 RF210504	168509	202101	0.00	0.00	0.00	0.00 20S0	203.88-	203.88-RF
2020 RF210504	168509	202101	203.88-	0.00	0.00	0.00 20S0	203.88	0.00 RF
2020 RF210504	168586	202011	144.96-	0.00	0.00	0.00 20S0	144.96	0.00 RF
2020 RF210504	168586	202011	0.00	0.00	0.00	0.00 20S0	144.96-	144.96-RF
2020 RF210504	184174	202012	240.97-	0.00	0.00	0.00 20S0	240.97	0.00 RF
2020 RF210504	184174	202012	0.00	0.00	0.00	0.00 20S0	240.97-	240.97-RF
2020 RF210504	200310	202101	0.00	0.00	0.00	0.00 20S0	292.94-	292.94-RF
2020 RF210504	200310	202101	292.94-	0.00	0.00	0.00 20S0	292.94	0.00 RF
2020 RF210504	200841	202012	37.76-	0.00	0.00	0.00 20S0	37.76	0.00 RF
2020 RF210504	200841	202012	0.00	0.00	0.00	0.00 20S0	37.76-	37.76-RF
2020 RF210504	200908	202103	0.00	0.00	0.00	0.00 20S0	131.84-	131.84-RF
2020 RF210504	200908	202103	123.22-	0.00	8.62-	0.00 20S0	131.84	0.00 RF
2020 RF210504	201330	202012	463.46-	0.00	0.00	0.00 20S0	463.46	0.00 RF
2020 RF210504	201330	202012	0.00	0.00	0.00	0.00 20S0	463.46-	463.46-RF
2020 RF210504	202048	202011	0.00	0.00	0.00	0.00 20S0	341.41-	341.41-RF
2020 RF210504	202048	202011	341.41-	0.00	0.00	0.00 20S0	341.41	0.00 RF
2020 RF210504	202061	202012	293.29-	0.00	0.00	0.00 20S0	293.29	0.00 RF
2020 RF210504	202061	202012	0.00	0.00	0.00	0.00 20S0	293.29-	293.29-RF

REVERSALS DETAIL SCHEDULE
FROM: 05/01/2021 THRU 05/31/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020	RF210504	202064	202012	411.97-	0.00	0.00	0.00	20S0	411.97	0.00 RF
2020	RF210504	202064	202012	0.00	0.00	0.00	0.00	20S0	411.97-	411.97-RF
2020	RF210504	202427	202011	0.00	0.00	0.00	0.00	20S0	166.16-	166.16-RF
2020	RF210504	202427	202011	166.16-	0.00	0.00	0.00	20S0	166.16	0.00 RF
2020	908052021TR	202589	202012	822.92-	0.00	0.00	0.00	CERT	0.00	822.92-TR
2020	RF210504	203065	202012	0.00	0.00	0.00	0.00	20S0	217.39-	217.39-RF
2020	RF210504	203065	202012	217.39-	0.00	0.00	0.00	20S0	217.39	0.00 RF
2020	RF210504	203329	202012	0.00	0.00	0.00	0.00	20S0	642.82-	642.82-RF
2020	RF210504	203329	202012	642.82-	0.00	0.00	0.00	20S0	642.82	0.00 RF
2020	RF210504	203372	202103	0.00	0.00	0.00	0.00	20S0	915.65-	915.65-RF
2020	RF210504	203372	202103	840.05-	0.00	75.60-	0.00	20S0	915.65	0.00 RF
2020	908050421TR	218837	202012	569.22-	0.00	0.00	0.00	CERT	0.00	569.22-TR
2020	RF210504	219234	202012	0.00	0.00	0.00	0.00	20S0	231.96-	231.96-RF
2020	RF210504	219234	202012	231.96-	0.00	0.00	0.00	20S0	231.96	0.00 RF
2020	908052421TR	233459	202103	4,865.23-	0.00	437.87-	795.47-	CERT	0.00	6,098.57-TR
2020	RF210504	233570	202104	0.00	0.00	0.00	0.00	20S0	390.78-	390.78-RF
2020	RF210504	233570	202104	390.78-	0.00	0.00	0.00	20S0	390.78	0.00 RF
2020	908051421TR	274415	202102	40.76-	0.00	2.86-	0.00	CERT	0.00	43.62-TR
2020	908051421TR	274486	202102	318.58-	0.00	22.30-	0.00	CERT	0.00	340.88-TR
2020	RF210504	287542	202012	0.00	0.00	0.00	0.00	20S0	801.69-	801.69-RF
2020	RF210504	287542	202012	801.69-	0.00	0.00	0.00	20S0	801.69	0.00 RF
2020	RF210504	288777	202012	0.00	0.00	0.00	0.00	20S0	221.52-	221.52-RF
2020	RF210504	288777	202012	221.52-	0.00	0.00	0.00	20S0	221.52	0.00 RF
2020	908051121TR	299113	202104	260.40-	0.00	18.23-	0.00	CERT	0.00	278.63-TR
2020	RF210504	308609	202012	0.00	0.00	0.00	0.00	20S0	383.30-	383.30-RF
2020	RF210504	308609	202012	383.30-	0.00	0.00	0.00	20S0	383.30	0.00 RF
2020	908052021TR	350966	202103	14,810.15-	0.00	1,332.91-	0.00	CERT	0.00	16,143.06-TR
2020	869865051721	377361	202105	155.12-	0.00	0.00	0.00	CERT	0.00	155.12-TR
2020	RF210504	387570	202012	0.00	0.00	0.00	0.00	20S0	388.66-	388.66-RF
2020	RF210504	387570	202012	388.66-	0.00	0.00	0.00	20S0	388.66	0.00 RF
2020	RF210504	394227	202012	661.77-	0.00	0.00	0.00	20S0	661.77	0.00 RF
2020	RF210504	394227	202012	0.00	0.00	0.00	0.00	20S0	661.77-	661.77-RF
2020	RF210504	394598	202012	0.00	0.00	0.00	0.00	20S0	344.89-	344.89-RF
2020	RF210504	394598	202012	344.89-	0.00	0.00	0.00	20S0	344.89	0.00 RF
2020	RF210504	399837	202012	0.00	0.00	0.00	0.00	20S0	1,828.40-	1,828.40-RF
2020	RF210504	399837	202012	1,828.40-	0.00	0.00	0.00	20S0	1,828.40	0.00 RF
2020	RF210504	420161	202001	0.00	0.00	0.00	0.00	20S0	66.35-	66.35-RF
2020	RF210504	420161	202001	66.35-	0.00	0.00	0.00	20S0	66.35	0.00 RF
2020	RF210504	512133	202012	0.00	0.00	0.00	0.00	20S0	673.91-	673.91-RF
2020	RF210504	512133	202012	673.91-	0.00	0.00	0.00	20S0	673.91	0.00 RF
2020	RF210504	516836	202012	0.00	0.00	0.00	0.00	20S0	712.55-	712.55-RF
2020	RF210504	516836	202012	712.55-	0.00	0.00	0.00	20S0	712.55	0.00 RF
2020	RF210504	521188	202012	0.00	0.00	0.00	0.00	20S0	949.55-	949.55-RF
2020	RF210504	521188	202012	949.55-	0.00	0.00	0.00	20S0	949.55	0.00 RF
2020	RF210504	524717	202012	0.00	0.00	0.00	0.00	20S0	717.77-	717.77-RF

REVERSALS DETAIL SCHEDULE
FROM: 05/01/2021 THRU 05/31/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020	RF210504	524717	202012	717.77-	0.00	0.00	0.00 20S0	717.77	0.00 RF
2020	RF210504	606638	202012	0.00	0.00	0.00	0.00 20S0	408.94-	408.94-RF
2020	RF210504	606638	202012	408.94-	0.00	0.00	0.00 20S0	408.94	0.00 RF
2020	RF210504	713083	202011	25.05-	0.00	0.00	0.00 20S0	25.05	0.00 RF
2020	RF210504	713083	202011	0.00	0.00	0.00	0.00 20S0	25.05-	25.05-RF
2020	RF210504	721920	202101	0.00	0.00	0.00	0.00 20S0	236.10-	236.10-RF
2020	RF210504	721920	202101	236.10-	0.00	0.00	0.00 20S0	236.10	0.00 RF
2020	RF210504	726308	202012	842.43-	0.00	0.00	0.00 20S0	842.43	0.00 RF
2020	RF210504	726308	202012	0.00	0.00	0.00	0.00 20S0	842.43-	842.43-RF
2020	RF210504	728906	202012	1,288.37-	0.00	0.00	0.00 20S0	1,288.37	0.00 RF
2020	RF210504	728906	202012	0.00	0.00	0.00	0.00 20S0	1,288.37-	1,288.37-RF
2020	RF210504	733451	202101	17.79-	0.00	0.00	0.00 20S0	17.79	0.00 RF
2020	RF210504	733451	202101	0.00	0.00	0.00	0.00 20S0	17.79-	17.79-RF
		2020 TOTAL		39,947.41-	0.00	1,906.92-	795.47-	0.00	42,649.80-
		TOTAL REVERSALS		46,837.88-	0.00	1,906.92-	795.47-	0.00	49,540.27-

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2006 TOTAL		21.43	0.00	20.78	8.44	0.00	50.65
	2008 TOTAL		1.19	0.00	0.00	0.00	0.00	1.19
	2011 TOTAL		14.59	0.00	17.80	6.05	0.00	38.44
	2012 TOTAL		19.25	0.00	20.19	7.71	0.00	47.15
	2013 TOTAL		3.73	0.00	0.00	0.00	0.00	3.73
	2014 TOTAL		8.10	0.00	0.00	0.00	0.00	8.10
	2015 TOTAL		12.80	0.00	0.00	0.00	0.00	12.80
	2016 TOTAL		48.50	0.00	26.99	13.83	0.00	89.32
	2017 TOTAL		4,065.22	0.00	240.42	141.26	0.00	4,446.90
	2018 TOTAL		4,224.98	0.00	297.76	209.09	0.00	4,731.83
	2019 TOTAL		16,435.25	0.00	3,686.80	3,373.58	0.00	23,495.63
	2020 TOTAL		167,947.68	0.00	11,944.31	3,376.49	0.00	183,268.48
	TOTAL PAYMENTS		192,802.72	0.00	16,255.05	7,136.45	0.00	216,194.22
	2018 TOTAL		133.10-	0.00	0.00	0.00	0.00	133.10-
	2019 TOTAL		6,757.37-	0.00	0.00	0.00	0.00	6,757.37-
	2020 TOTAL		39,947.41-	0.00	1,906.92-	795.47-	0.00	42,649.80-
	TOTAL REVERSALS		46,837.88-	0.00	1,906.92-	795.47-	0.00	49,540.27-
	TOTAL FOR UNIT		145,964.84	0.00	14,348.13	6,340.98	0.00	166,653.95

FISCAL START: 08/01/2020 END: 07/31/2021 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,797,796,969	170,247,315	3,968,044,284	00.487314	18,898,368.98	16,558

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	18,065,542.22	832,826.76	832,826.76	18,503,047.81	18,503,047.81	395,321.17	97.91	0.00
2019	221,138.15	50,200.34-	50,200.34-	107,515.44	107,515.44	63,422.37	62.90	0.00
2018	46,656.63	3,197.92-	3,197.92-	11,871.25	11,871.25	31,587.46	27.32	0.00
2017	21,992.69	7,586.25	7,586.25	10,640.93	10,640.93	18,938.01	35.97	0.05-
2016	17,330.46	188.49-	188.49-	2,650.82	2,650.82	14,491.15	15.46	0.00
2015	14,009.79	.00	0.00	879.16	879.16	13,130.63	6.28	0.00
2014	14,747.87	.00	0.00	875.13	875.13	13,872.74	5.93	0.00
2013	11,225.18	.00	0.00	561.64	561.64	10,663.54	5.00	0.00
2012	10,965.91	115.47-	115.47-	318.48	318.48	10,531.96	2.94	115.47-
2011	10,272.17	74.99-	74.99-	343.43	343.43	9,853.75	3.37	74.99-
2010	9,505.56	.00	0.00	779.27	779.27	8,726.29	8.20	0.00
2009	6,883.00	.00	0.00	453.83	453.83	6,429.17	6.59	0.00
2008	5,727.32	.00	0.00	124.26	124.26	5,603.06	2.17	0.00
2007	1,978.69	.00	0.00	1.89	1.89	1,976.80	.10	0.00
2006	2,787.78	.00	0.00	30.39	30.39	2,757.39	1.09	0.00
2005	1,428.40	.00	0.00	6.95	6.95	1,421.45	.49	0.00
2004	650.49	.00	0.00	10.02	10.02	640.47	1.54	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	.00	0.00	0.00	0.00	924.85		0.00
2001	941.66	.00	0.00	0.00	0.00	941.66		0.00
2000	996.69	.00	0.00	0.00	0.00	996.69		0.00
1999	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	18,466,352.63	786,635.80	786,635.80	18,640,110.70	18,640,110.70	612,877.73		190.51-

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2021
LAND VALUE	5,043,274,252	5,043,274,252	58,722,196	51,945-	58,670,251	5,101,944,503
AG EXCLUSION	27,337,308	27,337,308	2,167,783	2,748,470-	580,687-	26,756,621
IMPROVEMENTS	706,413,340	706,413,340	183,298,324	33,436,996-	149,861,328	856,274,668
APPRAISED VALUE	5,043,274,252	5,043,274,252	242,020,520	33,488,941-	208,531,579	5,251,805,831
EXEMPTIONS	1,218,139,975	1,218,139,975	39,544,932	1,487,802	38,284,264	1,256,424,239
TAXABLE VALUE	3,797,796,969	3,797,796,969	202,475,588	32,228,273-	170,247,315	3,968,044,284
LEVY	18,065,542.22	18,065,542.22	1,217,716.36	384,889.60-	832,826.76	18,898,368.98
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	476	95	97	10,317
OVER 65	3,163	3,163	130	38	43	3,206
DISABLED	182	182	7	6	6	188
VETERAN	221	221	10	3	4	225
TOTAL EXEMPT	80	80	0	0	0	80

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2021
LAND VALUE	4,537,437,822	4,537,437,822	243,468	50,000-	193,468	4,537,631,290
AG EXCLUSION	24,683,691	24,683,691	0	220-	220-	24,683,471
IMPROVEMENTS	645,931,872	645,931,872	1,225,283	5,935,757-	4,710,474-	641,221,398
APPRAISED VALUE	4,537,437,822	4,537,437,822	1,468,751	5,985,757-	4,517,006-	4,532,920,816
EXEMPTIONS	1,018,439,121	1,018,439,121	326,024	5,988,455	6,314,259	1,024,753,380
TAXABLE VALUE	3,494,315,010	3,494,315,010	1,142,727	11,973,992-	10,831,265-	3,483,483,745
LEVY	221,138.15	221,138.15	5,968.68	56,169.02-	50,200.34-	170,937.81
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	2	66	66	10,066
OVER 65	2,975	2,975	1	32	32	3,007
DISABLED	181	181	0	6	6	187
VETERAN	205	205	0	1-	1-	204
TOTAL EXEMPT	74	74	0	0	0	74

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2021
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	210-	210-	23,842,700
IMPROVEMENTS	617,900,409	617,900,409	298,261	87,142-	211,119	618,111,528
APPRAISED VALUE	4,207,374,518	4,207,374,518	298,261	87,142-	211,119	4,207,585,637
EXEMPTIONS	891,117,422	891,117,422	278,701	2,057,198	2,335,689	893,453,111
TAXABLE VALUE	3,292,414,186	3,292,414,186	19,560	2,144,130-	2,124,570-	3,290,289,616
LEVY	46,656.63	46,656.63	113.72	3,311.64-	3,197.92-	43,458.71
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	26	26	10,027
OVER 65	2,897	2,897	0	10	10	2,907
DISABLED	0	0	0	3	3	3
VETERAN	204	204	0	1-	1-	203
TOTAL EXEMPT	0	0	0	0	0	0

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2021
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	2,010	23,330-	21,320-	615,890,491
APPRAISED VALUE	4,271,816,787	4,271,816,787	2,010	23,330-	21,320-	4,271,795,467
EXEMPTIONS	988,826,434	988,826,434	0	96,309	96,309	988,922,743
TAXABLE VALUE	3,264,000,598	3,264,000,598	2,010	119,639-	117,629-	3,263,882,969
LEVY	21,992.69	21,992.69	10.60	7,575.65	7,586.25	29,578.94
UNCOLLECTIBLE	.00	.05	.00	.00	.00	.05
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	1-	1-	10,004
OVER 65	2,854	2,854	0	1	1	2,855
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2021
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	21,264-	21,264-	569,866,747
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	21,264-	21,264-	3,999,105,854
EXEMPTIONS	968,850,710	968,850,710	0	13,666	13,666	968,864,376
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	34,930-	34,930-	3,016,805,265
LEVY	17,330.46	17,330.46	.00	188.49-	188.49-	17,141.97
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	1-	1-	9,912
OVER 65	2,721	2,721	0	1-	1-	2,720
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2021
LAND VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
AG EXCLUSION	24,253,634	24,253,634	0	0	0	24,253,634
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
EXEMPTIONS	688,493,465	688,493,465	0	0	0	688,493,465
TAXABLE VALUE	2,297,998,999	2,297,998,999	0	0	0	2,297,998,999
LEVY	10,965.91	10,965.91	.00	115.47-	115.47-	10,850.44
UNCOLLECTIBLE	.00	115.47	.00	.00	.00	115.47
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,520	9,520	0	0	0	9,520
OVER 65	2,294	2,294	0	0	0	2,294
DISABLED	184	184	0	0	0	184
VETERAN	202	202	0	0	0	202
TOTAL EXEMPT	611	611	0	0	0	611

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2021
LAND VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
AG EXCLUSION	25,181,497	25,181,497	0	0	0	25,181,497
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,027,077,728	3,027,077,728	0	0	0	3,027,077,728
EXEMPTIONS	693,987,772	693,987,772	0	0	0	693,987,772
TAXABLE VALUE	2,307,908,459	2,307,908,459	0	0	0	2,307,908,459
LEVY	10,272.17	10,272.17	.00	74.99-	74.99-	10,197.18
UNCOLLECTIBLE	.00	74.99	.00	.00	.00	74.99
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,686	9,686	0	0	0	9,686
OVER 65	2,190	2,190	0	0	0	2,190
DISABLED	191	191	0	0	0	191
VETERAN	183	183	0	0	0	183
TOTAL EXEMPT	606	606	0	0	0	606

Summary of Jurisdiction Remittances Processed

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For Remitted Deposit Dates 05/01/2021 thru 05/31/2021 as of 06/03/2021

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Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 67019	Print Date:05/06/2021						
	Current	4,801.70	1,165.19	0.00	0.00	0.00	5,966.89
	Delq	79.44	16.41	0.00	0.00	0.00	95.85
Last Deposit Date	05/03/2021	$4,881.14	$1,181.60	$0.00	$0.00	$0.00	$6,062.74
ACH 67126	Print Date:05/11/2021						
	Current	22,454.93	5,449.00	0.00	0.00	0.00	27,903.93
	Delq	(5,202.47)	(1,081.69)	0.00	0.00	0.00	(6,284.16)
Last Deposit Date	05/07/2021	$17,252.46	$4,367.31	$0.00	$0.00	$0.00	$21,619.77
ACH 67168	Print Date:05/12/2021						
	Current	4,519.37	1,096.69	0.00	0.00	0.00	5,616.06
	Delq	12.47	2.57	0.00	0.00	0.00	15.04
Last Deposit Date	05/10/2021	$4,531.84	$1,099.26	$0.00	$0.00	$0.00	$5,631.10
ACH 67205	Print Date:05/13/2021						
	Current	5,047.84	1,224.95	0.00	0.00	0.00	6,272.79
	Delq	9.33	1.93	0.00	0.00	0.00	11.26
Last Deposit Date	05/11/2021	$5,057.17	$1,226.88	$0.00	$0.00	$0.00	$6,284.05
ACH 67246	Print Date:05/13/2021						
	Current	4,912.54	1,192.09	0.00	0.00	0.00	6,104.63
	Delq	58.52	10.64	0.00	0.00	0.00	69.16
Last Deposit Date	05/12/2021	$4,971.06	$1,202.73	$0.00	$0.00	$0.00	$6,173.79
ACH 67285	Print Date:05/17/2021						
	Current	17,016.77	4,129.36	0.00	0.00	0.00	21,146.13
	Delq	10,208.05	2,113.25	0.00	0.00	0.00	12,321.30
Last Deposit Date	05/13/2021	$27,224.82	$6,242.61	$0.00	$0.00	$0.00	$33,467.43
ACH 67326	Print Date:05/18/2021						
	Current	2,329.31	565.26	0.00	0.00	0.00	2,894.57
Last Deposit Date	05/14/2021	$2,329.31	$565.26	$0.00	$0.00	$0.00	$2,894.57
ACH 67364	Print Date:05/18/2021						
	Current	407.20	98.81	0.00	0.00	0.00	506.01
Last Deposit Date	05/17/2021	$407.20	$98.81	$0.00	$0.00	$0.00	$506.01
ACH 67401	Print Date:05/20/2021						
	Current	399.72	96.99	0.00	0.00	0.00	496.71
	Delq	(272.56)	(56.31)	0.00	0.00	0.00	(328.87)
Last Deposit Date	05/18/2021	$127.16	$40.68	$0.00	$0.00	$0.00	$167.84
ACH 67437	Print Date:05/20/2021						
	Current	4,461.68	1,082.68	0.00	0.00	0.00	5,544.36
	Delq	48.67	10.06	0.00	0.00	0.00	58.73
Last Deposit Date	05/19/2021	$4,510.35	$1,092.74	$0.00	$0.00	$0.00	$5,603.09
ACH 67478	Print Date:05/24/2021						
	Current	8,657.75	2,100.92	0.00	0.00	0.00	10,758.67
	Delq	2,048.96	423.30	0.00	0.00	0.00	2,472.26
Last Deposit Date	05/20/2021	$10,706.71	$2,524.22	$0.00	$0.00	$0.00	$13,230.93

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Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 67518	Print Date:05/24/2021						
	Current	2,551.09	619.04	0.00	0.00	0.00	3,170.13
	Delq	413.32	85.38	0.00	0.00	0.00	498.70
Last Deposit Date	05/21/2021	$2,964.41	$704.42	$0.00	$0.00	$0.00	$3,668.83
ACH 67554	Print Date:05/25/2021						
	Current	7,558.13	1,834.08	0.00	0.00	0.00	9,392.21
	Delq	8,457.63	1,817.70	0.00	0.00	0.00	10,275.33
Last Deposit Date	05/24/2021	$16,015.76	$3,651.78	$0.00	$0.00	$0.00	$19,667.54
ACH 67597	Print Date:05/27/2021						
	Current	5,570.24	1,351.69	0.00	0.00	0.00	6,921.93
	Delq	487.41	105.07	0.00	0.00	0.00	592.48
Last Deposit Date	05/25/2021	$6,057.65	$1,456.76	$0.00	$0.00	$0.00	$7,514.41
ACH 67638	Print Date:05/27/2021						
	Current	2,059.31	499.72	0.00	0.00	0.00	2,559.03
	Delq	1,516.34	320.88	0.00	0.00	0.00	1,837.22
Last Deposit Date	05/26/2021	$3,575.65	$820.60	$0.00	$0.00	$0.00	$4,396.25
ACH 67679	Print Date:05/28/2021						
	Current	13,804.43	3,349.83	0.00	0.00	0.00	17,154.26
	Delq	533.37	107.59	0.00	0.00	0.00	640.96
Last Deposit Date	05/27/2021	$14,337.80	$3,457.42	$0.00	$0.00	$0.00	$17,795.22
ACH 67720	Print Date:06/02/2021						
	Current	4,530.08	1,099.27	0.00	0.00	0.00	5,629.35
	Delq	0.04	0.01	0.00	0.00	0.00	0.05
Last Deposit Date	05/28/2021	$4,530.12	$1,099.28	$0.00	$0.00	$0.00	$5,629.40
	Total:	**$129,480.61**	**$30,832.36**	**$0.00**	**$0.00**	**$0.00**	**$160,312.97**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/05/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular meeting held June 7, 2021.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Regular meeting held June 7, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2021 06 07 CC Meeting Minutes (Draft)

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUMCIL OF THE CITY OF FRIENDSWOOD JUNE 7, 2021

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JUNE 7, 2021, AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

TRISH HANKS	MAYOR PRO TEM
STEVE ROCKEY	COUNCILMEMBER
SALLY BRANSON	COUNCILMEMBER
ROBERT J. GRIFFON	COUNCILMEMBER
JOHN SCOTT	COUNCILMEMBER
BRENT ERENWERT	COUNCILMEMBER
MIKE FOREMAN	MAYOR
MARY KAY FISCHER	CITY ATTORNEY
MORAD KABIRI	CITY MANAGER
LETICIA BRYSCH	CITY SECRETARY

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:01 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor Moe Mays Pastoral Care Minister and Friendswood Police Department Chaplain.

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

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

Mayor Foreman took the agenda out of order and called for Item 12.A.

12. SWEARING-IN CEREMONY

A. Administer the oath of office and present the certificate of election to Mike Foreman, Mayor; Steve Rockey, Councilmember Position 1; and Trish Hanks, Councilmember Position 3.

Judge Fred Woltz conducted the oath and statement for Mayor Mike Foreman, Councilmember Rockey and Mayor Pro Tem Trish Hanks; and presented them each with their certificate of election.

Mayor Foreman returned to the regular order of the meeting agenda and moved onto item 4.

4. PUBLIC COMMUNICATIONS

Mayor Foreman stated that in order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, speakers shall refrain from any outbursts, or interjections including but not limited to applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

Joe Pollard, resident of Creekwood Estates, stated that he wanted to talk about the road extension at Friendswood Parkway between FM 528 and FM 2351. He noted that he and a lot of others believe this to be a very bad idea for lots of reasons but the biggest one is the high price tag of $30 million, even if HGAC approves the project, the city's will still be on the hook for $6 million, and $6 million is still too much for a project that he believed would make the city worse off. Mr. Pollard stated that large roads would bring in more traffic, more outsiders, and thus increase crime; he strongly advised against the proposed road extension.

Don Johnson stated that he wanted to speak on his usual subject about detention and flooding. Senator Larry Taylor's SB 1160 Bill passed in this legislative session which sets up the Coastal Protection Zone and move the Ike Dike forward, more particularly, it moves forward with the surge gates and pumps at the mouth of Clear Lake into Galveston Bay. Mr. Johnson noted that this is so important because there needs to be something that will control the level of water in Clear Lake because if we can control the level of water in Clear Lake, then water will move downhill through the creek into the lake, and then have it pumped out of the lake into Galveston Bay. Mr. Johnson stated that the city needs to do whatever it can to support this endeavor as it will give the area a long-term solution to its drainage problems.

5. WORK SESSIONS

A. Receive and discuss a presentation regarding automated water meters.

City Manager Morad Kabiri presented the item and stated that council and staff have been discussing automated water meters for the last couple of years. He noted that the city is currently on manual reads for its water meters and each time the city goes for RFPs, it receives only one, if not, none. Further, the city has been working with Ameresco for the last 6 months or so to complete an audit of the city's current water meters to see how accurate they are. Mr. Kabiri introduced Mr. Chad Nobles with Ameresco to give the council a brief presentation on that audit, as well as the next steps moving forward on this item.

Mr. Nobles stated that he and his co-worker, Deval Allums have been working with staff and they have provided tons of data throughout this process. Mr. Nobles noted that the staff had given him a number of project objectives, which are:

Select best value equipment and technology: Mr. Nobles noted that one of the things that staff really wanted to do with this process was to make sure they had somebody who had put all these meters in before, somebody that had actually done a bunch of the process themselves, and they wanted somebody to really help them pick the best technology. Mr. Nobles noted that with all the manufacturers that are out there, they don't make any meters, they just install them. Mr. Nobles stated that they have done so many of these projects that they are able to bring that expertise to the table and select the best option for the city.

Create citizen engagement strategy: a key aspect for staff was for them to be concerned with the citizens, i.e., how are they going to get this message out, what are the benefits of this change, how do they make sure that everybody understood what was going on when they did a project like this and kept everybody informed on what was actually happening throughout the process.

Minimize day to day operations and service disruption: this is a project that, if the council decides to move forward, will touch every citizen and every business, and the city staff will not have the capacity to handle certain aspects of this project. It's critical that the city have somebody looking over everything not only just from the data operations perspective, but also to oversee all of the moving parts and pieces that are going to take place. Ameresco will have a full-time project manager on-site to handle the day-to-day issues as well as somebody to handle all the data side.

Other objectives the project will entail include providing turn-key firm fixed project prices, obtaining accurate and complete scope of work, minimizing the day-to-day operations and service disruptions and provide onsite management for the implementation and data integration.

Mr. Nobles outlined the process followed and the next steps for this project. From a process standpoint, they actually started back in November of 2020, they signed a project development agreement, they went through a cooperative purchasing agreement and are now members of TIPS and the city used that purchasing agreement to actually work with Ameresco.

Mr. Nobles noted that what they have been doing now has been a lot of fieldwork and a lot of data analysis. He stated that they started by pulling all of the city's data, looking at the current system, and reviewing the actual consumption values. This process included a lot of work in the field where they went and looked at every meter, three-inch and larger and did random samples of meters throughout the city, in order to see their accuracy.

Mr. Nobles noted that right now, the city has mechanical meters which are meters that have something that's spinning inside that over time will just wear out. Their goal was to identify the accuracy of said meters, so they created their scope of work, and worked with staff throughout the entire process to fine-tune the scope that is being presented to the council tonight.

Once this was completed, they wrote up a very large report with all the details, the calculations, and everything related to the data. He noted that the legislation that they are following is Chapter 302 of the Local Government Code and a part of this process will require that their documentation be reviewed by a licensed PE in the state of Texas; this step has been completed. Mr. Nobles noted that the recently completed report noted that everything they presented matches out and will provide a very good project should the council decide to take the next step.

Where the process is today is really at the staff recommendation point, should the council decide to take the next step, which would entail entering into an implementation contract with Ameresco to actually execute the work, including the procurement of all the materials, execution of all of the meter change-outs and replacements, doing all of the data handlings and basically, providing the city with a turnkey project. After the project is done, which as it stands today, is about a year-long construction, the two parties would enter into the final step known as the guarantee phase. Mr. Nobles noted that this phase is a little different than what they are probably used to doing for normal projects, but as part of the legislation requirements, they are going to guarantee the project's performance in the form of 98.5% accurate meters for the 15-year contract. So if for some reason, they come back and test these meters, according to the current plan, the meters will be tested in Year 3 of the contract, and if they're not at that 98.5% accuracy level, then they will have to either write the city a check for the differences of what those calculations projected out over those 15 years were going to be or potentially start replacing meters.

As part of the audit, Mr. Nobles stated that they went and randomly sampled meters in the city and pulled 70 meters that were 1 inch and below, which is a unique makeup of Friendswood because it has over 14,000 meters, but like 90 something percent of those meters are all 1 inch or five-eights by 3 quarter. Mr. Nobles showed the council pictures of the state of disrepair and damage of many of the meters that they encountered. Mr. Nobles noted that based on their sample testing, they are 90% confident that if they go pull a meter, it's going to fall somewhere right in that average because that's what the average of all these meters did. Below are the meter accuracy sample testing results:

Number Tested	Meter Size	Low Flow	Medium Flow	High Flow	Weighted Average
70	$^{5}/_{8}$ X ¾" & 1"	66.05%	95.95%	96.55%	92.80%
11	2"	86.50%	89.80%	90.20%	89.40%

Mr. Nobles noted that what is interesting about these numbers is that the meters came back at 66% accurate on the low-flow side, which says that the water going through that meter is only recording 60 something percent of what is supposed to be recorded and 40 percent of the water flowing through the low-flow side of that meter is not being recorded. When a weighted average is compiled, it comes to 92%; therefore, in essence, the city is losing almost 8% of the revenue that it should be collecting because the meters are inaccurate. Mr. Kabiri stated that he wanted to rephrase that statement and noted that it is not the loss of 8% of revenue, but the fact that Friendswood is paying the City of Houston for this water and if it goes unmetered, the city is paying for water that is not being paid back to cover those expenditures. Individually, it may not seem like a lot of loss, but cumulatively, it is several hundred thousand dollars, if not more than a million dollars' worth of revenue loss over the life of this contract.

Mr. Nobles in response to a question from council on the process by which the meters were tested stated that they pull each meter out of the ground, put a new one back in its place, and then they send each one to a third-party testing lab. He noted that the meter is taken completely out of the ground, and they then put a new one back in its place and that meter is capped. He noted that they keep the moisture in it, so that it stays moist and doesn't dry out. The meter is then shipped off and it then sits on a bench because they have what is called a bench test, which is certified, and they actually run water through the meter at certain flow rates that is then all calibrated and calculated and then recorded.

Mr. Nobles explained the advanced metering infrastructure or automatic metering infrastructure, sometimes also called smart meters, which is basically, there is a water meter in the ground with a radio on it that will then transmit a signal to a gateway, or a black box located on a water tower or an elevated structure of some sort that from there will go into the cloud via cellular connection up into the web, which will ultimately be generated into a bill with the use of the UB Incode software. The good news about this proposed system is that in addition to accuracy, it will also provide enhanced services to the residents by allowing them the ability to see real time data on their water usage on their smart phones.

Mr. Nobles stated that the scope of work for this project includes the replacement of all the meters in town, which is over 14,000 meters with most of them well past their useful life. Another part of this project that is included in the contract are all of the insular materials, such as the shutoff valve, as well as some pipe breakage at the time of installment, broken boxes, lids, etc., that's all included in this project price. He further stated that at the time of the installment, they will take 12 different pictures to show the before and after of the meter, which is all a part of their QC process and accountability piece.

Finally, as previously mentioned, the customer portal will use a product called WaterSmart, which allows for real time data review either on a laptop or a desktop, but also through your cell phone. The portal will be part of the project itself.

Mr. Nobles noted that the cost of the proposed project, turnkey-wise is just under $9 million and includes all the project management, installation, hardware, and training for staff. He further noted that one of the things discussed was potential revenue as follows:

AMI and Water Meter Replacement

On-site Project Management, Engineering, Development, Water Meters, Boxes, AMI Infrastructure- Neptune IoT, WaterSmart Portal, Integration between Systems, Construction, Commissioning, Bonds.

Total Project price	**$8,995,300**
Year 1 Savings/Revenue:	
Projected water/sewer revenue increase:	$706,139
Operational Savings:	$92,070
Ameresco M&V Fee *(In year 3)*	$78,255
3rd Party Ongoing Fees After Construction:	
Year 1 Annual Fees for Neptune & Water Smart Hosting, and cellular backhaul Fees	$62,471

Mr. Nobles noted that with the new system, the third-party meter reading contract in the amount of $92,000 will go away because staff will be able to push a button and read the actual meters and while they may still have to troubleshoot certain things when something doesn't come in, there will still be operational

efficiencies in the office and with the customer service accounts, which is not included in the calculations at this point. Mr. Kabiri noted that as it related to the $92,000 figure, staff is currently advertising for an RFP for meter reading service because the current contractors indicated that their pricing is going up nearly 50% this next year.

Mr. Nobles noted that in Year 1, $700,000 goes back into all those calculations so that's just Year 1 anticipated revenues that is being lost. So, if this project is carried out, in the financial model run, it shows that over the 15-year life cycle of the contract, there is roughly an $80,000 a year positive benefit, which is almost $1.2 million benefits positive; thus, the city will have paid for the entire $9 million, plus, get an additional $1.1 million of positive benefit at the end.

Mr. Nobles thanked the council for allowing him to present his information and stated that he would answer any questions at that time.

Councilmember Rockey asked how long it takes to do the whole city. Mr. Nobles responded that about one year with the caveat that the particular meter manufacturer that staff has chosen, has a couple of projects going right now, and they're still hitting lead times. Mr. Nobles further noted that each meter replacement should be completed in five minutes or less. He noted that they will conduct their due diligence on each meter prior to actually removing the meter for replacement.

Mr. Kabiri noted that from the city's side, if the council decides to move forward with this item, will conduct a strong education piece to ensure that the public is aware of the project and there are no surprises. He further stated that from a timeline of events standpoint, tonight the item is only a discussion, and if desired, staff can bring back a contract for council's consideration at the next meeting, so the project would begin sometime on the late July – early August time frame.

Mr. Kabiri further noted that the proposed plan does not include any changes whatsoever to the utility rates. The funding for this project has already been issued in the city's previous revenue bond issuances, so staff is not asking for Council to go out and issue new debt for this endeavor. The bigger concern, as alluded to earlier, is the fact that the city is paying for this water, so it is a double whammy to the city because not only is it not getting revenue, but it is having to pay some other entity for water that is not collecting revenue.

Councilmember Scott inquired if the benefit numbers presented earlier included what the city is paying for, but not capturing. Mr. Kabiri noted that the revenues that are indicating $700,000 plus of lost revenue in Year 1 does not count what the city is paying the City of Houston and that is just lost revenue because when Friendswood pays Houston for water, it is at a wholesale price. Then, when this is added onto existing debt for the infrastructure that's in place plus the operational costs, it ends up not being a one-for-one pass-through cost. Councilmember Scott noted that it doesn't sound like the project pays itself back until 8 years or more when the city can recover the cost of doing the project. He inquired as to what are the guarantees on efficiency 10 years down the road and the project is just breaking even. Mr. Kabiri stated that as Mr. Nobles outlined earlier, the estimates are based on AWWA standards, and are fairly conservative. The reality is with the institution of low-flow faucets and toilets and et cetera, these meters are reading far below what staff is anticipating currently and to be conservative, staff is estimating that they're still operating what American Water Works Association said 15-plus years ago. Mr. Kabiri noted that the bigger concern on this item is the growing liability because if this item is not done now, the meters

will continue to deteriorate in the next 5-10 years, and the liability will have grown even more and as staff has already seen with the city's financials on the water-sewer side that due to existing obligations with Houston, with the Gulf Coast Authority partnership, the city is below the 90-day reserve on the water-sewer fund and to not do this project will further exacerbate them.

Councilmember Scott stated that $9 million is a lot of money and he wants to ensure that he understands the facts. He asked what the cost was to operate these meters in 15 years, particularly as it relates to the replacement of things, such as black boxes, more antennas, meters because who's to say that in 10 years, something bigger and better doesn't come along and the city will need to change technology again and it is barely breaking even on this item. Mr. Nobles went over the life expectancy and warranty of the meters, the boxes and other related equipment and noted that one of the things he likes about these projects is that it's one of the projects that a city can do that actually has a payback.

Councilmember Branson stated that as staff is educating citizens about this project, will there also be education on the fact that there's a significant amount of water that they've not been charged for and that their bills may go up. Mr. Kabiri noted that the short answer to that is yes; however, the reality is that no one is going to see a 50% increase on his/her water bill, instead realistically, across 14,000 meters, there will be some percentage of customers whose bill will go up 2 to 5% based upon the lost revenue.

Mayor Pro Tem Hanks inquired if the new meters will still function with heavy rain conditions and/or if the meter and antenna is submerged under water for any given amount of time. Mr. Nobles stated that the meters should still be able to emit the radio signal even with heavy rains and with a little bit of rain. However, should there be a rain event, such as Harvey, there will not be a readout, and while the meters are still reading and collecting data, it will not send it out. Mr. Kabiri added that the equipment is designed to go underwater, to get dirty and to sustain some level of wear and tear and if it is covered with water and can't send out the signal, as Mr. Nobles indicated, once the water recedes the radios will be able to transit the data that the meters have stored on-site.

Mayor Foreman stated that the most important thing about this process is the transparency that comes with it. He noted that having the data and information about their water account could help give residents peace of mind and help sell this new system to residents. Mr. Kabiri noted that one thing staff discusses a lot, especially during budget season, are things that are within our residents' control. For instance, sales tax, the consumption-based tax where the individual can decide how much he/she wants to spend or not spend. This holds very true, even more so, on the city's utility rates. Residents can choose how much water they use or don't use to offset the growth of their bill. Now, with an automated meter system, residents will be able to see real-time data to adjust their consumption as opposed to waiting 60 days for the next utility bill to arrive. Staff is also looking in conjunction with this to go from a 60-day billing window down to a monthly one, so residents can get even more real-time data and they can then adjust their consumption accordingly.

Councilmember Rockey stated that he saw two problems that are going to impact the city no matter what happens with this process. One is, someday, the city will not be able to get meter readers and will then have to hire staff to cover this function, which will double or triple the cost. The second thing is that those turbine or paddle wheel meters are only worse because the paddle wheels wear out, and over time, they will just continue to degrade. The city is aware that there is a problem with accuracy now, and it is already pretty acute, which means with time, if nothing changes, it will only get worse and worse. Mr. Kabiri

noted that the city cannot be behind the curve or behind the eight-ball for too long of a period on this item because it will only get worse.

Mayor Foreman asked how much should they put in the water and sewer revenue bond? Mr. Kabiri responded that there are sufficient funds between the revenue bonds and the portions of the American Rescue Plan allocation that's been designated towards Friendswood. Mr. Kabiri noted that staff is looking at funding those projects while not issuing any new debt, not raising utility rates, or anything like that.

With no further questions or discussion, Mayor Foreman recessed the June 7, 2021, City Council Regular Meeting at 7:02 P.M.

Mayor Foreman reconvened the June 73, 2021, City Council Regular Meeting at 7:12 P.M.

6. PUBLIC COMMUNICATIONS

Mayor Foreman stated that there were no speakers and moved to the next item on the agenda.

7. CITY MANAGER'S REPORT

A. Present an update regarding the Memorial Day Ceremony.

City Manager Morad Kabiri presented the item and stated that the Memorial Day celebration took place this time last week in the morning and it was a spectacular event. Nicole Mann was the guest speaker, and she did a marvelous job. Mr. Kabiri thanked all of the brave men and women that have served the country, especially those that have given the ultimate sacrifice, they are honored, and their service is appreciated.

B. Present an update regarding the Waste Connections 2021 Scholarship recipients.

City Manager Morad Kabiri presented the item and stated that Waste Connections, the city's trash vendor, gives out scholarships to Friendswood area high school seniors. The seniors that have been awarded a scholarship by Waste Connections this year are Sophia from Friendswood High School, Mielad from Clear Brook, and Chaahat from Clear Springs, the other high school that our residents attend in the CCSD side of town. Thankfully, one of them is smart enough to go to U of H; and staff appreciates Waste Connections' community service outreach.

C. Present an update regarding Senior Citizen Program reopening at full capacity.

City Manager Morad Kabiri presented the item and stated that the Senior Citizens' Program is open back up for business. He noted that they have been open for a number of months now, but still on reduced capacity and virtual-type sessions. This program is now open back to full capacity in June with pre-pandemic hours and no occupancy limits beyond the Fire Code.

D. Present an update regarding the City's 4th of July Celebration.

City Manager Morad Kabiri presented the item and stated that 4th of July is right around the corner, and this year the city is going to celebrate the past, present, and future. He noted that this will be a two-part

celebration; Sunday evening, July 4th, will consist of a concert at Centennial Park with the Spazmatics with the festivities starting at 6:30 p.m. followed by fireworks around 9:20-ish. He noted that on the following day, July 5th, the festivities continue with the parade down Main Street beginning at 10 a.m., followed by a carnival-type vendors and food events at Stevenson Park. He encouraged everybody to take the opportunity to come out and enjoy the festivities.

E. Present an update regarding the City's General Land Office Grant Application.

City Manager Morad Kabiri presented the item and stated that he was sad to report, that staff had received notification from the General Land Office where they announced that as it relates to the Community Development Block Grants mitigation grants, Friendswood, along with a number of other communities that were impacted significantly by Harvey, was not selected. Mr. Kabiri noted that unfortunately, the greatest disadvantage in the city's application was the lack of low to moderate-income areas of high concentration in Friendswood. As such, the General Land Office awarded grants to La Marque Water Control and Improvement District Number 1 in Dickinson, Texas City, Hitchcock, Galveston, the City of Galveston, and Dickinson themselves. Mr. Kabiri stated that notably, Harris County was left out of the selection, and they too had quite a bit of damage during Harvey; however, the county voiced their concerns and engaged the General Land Office on this item and have now been notified that they may be receiving a direct allocation from the US Department of Housing and Urban Development.

Mr. Kabiri stated that immediately after that announcement, Jil Arias, the city's Director of Engineering, engaged Harris County Flood Control District and they would like to partner with the City of Friendswood as it related to these funds. He noted that they will be meeting shortly to identify the project that was not selected in Friendswood to see how we can work together and utilize the funds related to the drainage bonds along with their direct allocation to get some things done.

He further noted that last week, staff was notified by the General Land Office that there will not be a second round of direct allocations and that the left-over funds were going to be diverted to the Houston Galveston Area Council. There'll be some method of distribution there, but it's not likely that Friendswood is going to have another opportunity to submit the grant; therefore, partnering with Harris County Flood Control District and the Houston Galveston Area Council is the city's best bet to getting the projects on the Harris County side that we'd like to get done.

F. Present an update regarding the GFOA Distinguished Budget Presentation Award.

City Manager Morad Kabiri presented the item and stated that the city received notice two weeks ago that it is being awarded its 18th consecutive Award for Outstanding Budget Presentation, which is not to be confused with the city's 32nd or 33rd consecutive Outstanding Achievement on the audit side. Mr. Kabiri noted that very few entities can claim this honor, not only as it relates to the consecutive streak. He noted that the city has some outstanding folks in its Finance Department and Administrative Service that put in yeoman's type work to get this done. Lastly, Mr. Kabiri noted that the city's Director of the Finance and Administrative Services Department, Katina Hampton, General Hampton as the Mayor likes to refer to her, has been selected as president-elect for the Gulf Coast Finance Officers Association of Texas, so congratulations to her for this honor.

G. Present an update regarding the Future Land Use Map.

City Manager Morad Kabiri presented the item and stated that the council received an update from the Director of Community Development Aubrey Harbin regarding the city's Future Land Use Plan Map Update. He noted that she has coordinated a number of city-wide events, in order to allow residents to go out and engage and offer their input on the Future Land Use Plan Map. Mr. Kabiri stated that there will be events all throughout the week that will culminate in the Farmers Market this upcoming Saturday, which was rescheduled from this past weekend's rain events. Mr. Kabiri further noted that folks that are not able to attend one of the town hall meetings or the gatherings that are listed there will have an opportunity to just click a picture of the QR code and offer up any input they want digitally if they don't have an opportunity to attend one of those town hall meetings. Staff encourages folks to go to the city's website to get additional information or contact the Community Development Department if they have any questions or require assistance.

8. COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

A. Receive the annual report for the Library Board.

Ms. Diane Freeman presented the item and stated that her report is really going to give an overview of the time between March 2020 to now. She noted that a lot of things have happened, but the Library has come forth and done what it always does whether it's pandemic, freezing, or whatever and that is doing the good work to meet its mission statement. Items of note in Ms. Freeman's report are the following:

- Staff provided support to the community in the form of helping to find jobs, providing skill classes, computer classes, resumes development, etc.;
- As it relates to education and special services, the staff continues to provide programs for early literacy and ESL. Ms. Freeman stated that one thing that really came forth during this time was a home delivery service to the patrons as there were many that were unable to come to the library whether it be because of the pandemic or not;
- The next item is related to the new digital services that continues to evolve. The Library is providing a lot of these capabilities for patrons with 130,000 e-books being checked out and 47,000 references being used;
- The Teen Advisory Group provides an opportunity for the teens to find a place where they can be together, do projects together, and get involved in a safe environment;
- The drive-in children's book initiative where staff and volunteers in Children's Department would gather age-appropriate books that families could then come to the drive-in and check these books out; 3,000 books were assembled and over 25,000 vehicles went through the drive-tru;
- Storytime at different parks and neighborhood parks to allow for social-distancing;
- The Library was used as a warming center during the freezing temperatures; and
- The use of hot spots for students and community members.

Ms. Freeman stated that the last item she wanted to note was the need for a full-time employee to support the digital services program and online library items.

9. DISCUSSION AND POSSIBLE ACTION

A. Discuss and take possible action on the concurrence with the City Manager's appointment of Haley Brown to the position of Human Resources Director.

City Manager Morad Kabiri introduced the item and recognized retired Human Resources Director Bill Bender who was present at the meeting. Mr. Kabiri stated that Mr. Bender retired this past week after nearly 24-years with the City of Friendswood. He left an indelible mark with regard to human resources and risk management in this community and the city wouldn't be the organization it is without his services.

Mr. Kabiri then introduced Haley Brown and noted that he was seeking Council's concurrence on her appointment as the City's new Human Resources Director, overseeing human resources and risk management. He noted that Ms. Brown has been with the organization for nearly seven years; has a bachelor's degree in Philosophy with a minor in Psychology; and is very well suited to dealing with the various department heads and their needs. Mr. Kabiri stated that the city is very fortunate to have the in-house talent that is able to fulfill the role that Mr. Bender established and he is looking forward to seeing what Haley can do for the city moving forward.

A motion was made by Mayor Pro Tem Hanks and seconded by Councilmember Branson to concur with the City Manager's appointment of Haley Brown to the position of Human Resources Director. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Discuss and take possible action on the appointment of Joe Matranga as the City of Friendswood's direct appointment to the West Ranch Management District for a four-year term set to expire on June 1, 2025, and the re-appointment of Brian Gibson and Douglas Konopka as two indirect appointments to the West Ranch Management District for four-year terms set to expire on June 1, 2025.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the appointment of Joe Matranga as the City of Friendswood's direct appointment to the West Ranch Management District for a four-year term set to expire on June 1, 2025, and the re-appointment of Brian Gibson and Douglas Konopka as two indirect appointments to the West Ranch Management District for four-year terms set to expire on June 1, 2025. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

C. Discuss and take possible action on RFP 2021-03 for the concrete wall project between Centennial Park and Lakes of Falcon Ridge.

Mayor Pro Tem Hanks stated that in an abundance of caution she was recusing herself from this item and noted that she had filed the appropriate forms with the City Secretary's Office prior to the meeting.

City Manager Morad Kabiri noted that the wall related to this item is located between Centennial Park and the Lakes of Falcon Ridge, which was built in 2003, 2004. He further noted that late last year, staff had an engineer evaluate the wall and found that it's failing in a number of places. Therefore, based upon a 2014 agreement by and between the city and the HOA, the city is obligated to fund 50% of the repair and replacement of the wall. The initial bid was in excess of $900,000; therefore, the staff engaged the contractor and managed to get the price reduced to $400,000.

A motion was made by Councilmember Scott and seconded by Councilmember Rockey to approve RFP 2021-03 for the concrete wall project between Centennial Park and Lakes of Falcon Ridge. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

Abstain: Mayor Pro Tem Trish Hanks

The item passed.

D. Discuss and take possible action regarding the appointment of Catherine Koerner to the Planning and Zoning Commission to complete the unexpired three-year term of Lisa Lundquist, as well as, to a full three-year term beginning July 2021 and ending July 2024.

A motion was made by Mayor Pro Tem Hanks and seconded by Councilmember Rockey to approve the appointment of Catherine Koerner to the Planning and Zoning Commission to complete the unexpired three-year term of Lisa Lundquist, as well as, to a full three-year term beginning July 2021 and ending July 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

E. Discuss and take possible action regarding the reappointment of (i) Blaise Guzzetta (ii) Derrick Brown, and (iii) Judy Wiggins to the Community and Economic Development Committee for a three-year term beginning July 2021 and ending July 2024.

A motion was made by Mayor Pro Tem Hanks and seconded by Councilmember Rockey to approve the reappointment of (i) Blaise Guzzetta (ii) Derrick Brown, and (iii) Judy Wiggins to the Community and Economic Development Committee for a three-year term beginning July 2021 and ending July 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

F. Discuss and take possible action regarding the reappointments of (i) Randy Weisinger, (ii) Monique Hammett, (iii) Billy Mendoza, (iv) Les French, (v) Faye Ray, (vi) Rajni Amin, (vii) Cody Owen and (viii) Tom Hinkley to the Construction Board and Adjustment and Appeals for another three-year term beginning July 2021 and ending July 2024.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the reappointments of (i) Randy Weisinger, (ii) Monique Hammett, (iii) Billy Mendoza, (iv) Les French, (v) Faye Ray, (vi) Rajni Amin, (vii) Cody Owen and (viii) Tom Hinkley to the Construction Board and Adjustment and Appeals for another three-year term beginning July 2021 and ending July 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

G. Discuss and take possible action regarding the reappointment of (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for another two-year term beginning July 2021 and ending July 2023.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Hanks to approve the reappointment of (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for another two-year term beginning July 2021 and ending July 2023. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

H. Discuss and take possible action regarding the reappointment of Richard Sasson to the Planning and Zoning Commission for another three-year term beginning July 2021 and ending July 2024.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Hanks to approve the reappointment of Richard Sasson to the Planning and Zoning Commission for another three-year term beginning July 2021 and ending July 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

I. Discuss and take possible action regarding the reappointment of (i) Elizabeth Stacey and (ii) Brett Stephen to the Friendswood Public Library Advisory Board for another three-year term beginning July 2021 and ending July 2024.

A motion was made by Councilmember Rockey and seconded by Mayor Foreman to approve the reappointment of (i) Elizabeth Stacey and (ii) Brett Stephen to the Friendswood Public Library Advisory Board for another three-year term beginning July 2021 and ending July 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

J. Discuss and take possible action regarding the appointment of Vijay Mahal to Keep Friendswood Beautiful to complete the unexpired term of Susan Stephens whose term is set to expire November 2022.

A motion was made by Mayor Pro Tem Hanks and seconded by Councilmember Branson to approve the appointment of Vijay Mahal to Keep Friendswood Beautiful to complete the unexpired term of Susan Stephens whose term is set to expire November 2022. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

K. Discuss and take possible action regarding the reappointment of (i) Philip Ratisseau, (ii) Glenn Mintz, and (iii) Michael Fernandez to the Zoning Board of Adjustment for another two-year term beginning July 2021 and ending July 2023.

A motion was made by Councilmember Rockey and seconded by Councilmember Scott to approve the reappointment of (i) Philip Ratisseau, (ii) Glenn Mintz, and (iii) Michael Fernandez to the Zoning Board of Adjustment for another two-year term beginning July 2021 and ending July 2023. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

L. Discuss and take possible action approving an interlocal agreement with the Galveston County Health District and United Board of Health.

City Manager Morad Kabiri presented the item and stated that the city is currently under an interlocal agreement with the Galveston County Health District since 2002. The City of Friendswood, along with 12 other municipalities, plus Galveston County, entered into an agreement years ago for the provisions of health inspections, pandemic-related services whether it's vaccinations or testing, and just general public health type matters.

He further noted that recently, the County decided that the current agreement, i.e., the way it structures the board, currently stipulates a thirteen-member board made up of a variety of different qualifications to include a licensed physician, a licensed vet, a licensed dentist, and nurse practitioner, so on and so forth.

Therefore, the Commissioner's Court has proposed making a change to the structure and reducing that thirteen-member board down to five; all the other cities that are party to the proposed agreement have since signed off on the proposed amendment. However, it is of note that the City of Friendswood did ask that the agreement be amended somewhat to require at least one licensed physician on the five-member

board, as well as the ability to veto any appointments by the Commissioner's Court or at least object to any appointments that we felt were problematic to the board.

Mr. Kabiri further noted that overall, the agreement, is a net benefit to the City of Friendswood because without the Health District in place, the City of Friendswood would be responsible for having those services in-house, whether it be health inspections for restaurants or responding to public health-related matters, pandemics, or a variety thereof. Mr. Kabiri noted that staff is recommending approval of the agreement as presented.

A motion was made by Mayor Pro Tem Hanks and seconded by Councilmember Scott to approve an interlocal agreement with the Galveston County Health District and United Board of Health. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

M. Discuss and take possible action regarding the purchase of a recording system for the Friendswood Library Community Room.

City Manager Morad Kabiri in response to a question from Mayor Foreman noted that PEG funding will be used to outfit the Library's front community room for audio-visual and recording purposes.

A motion was made by Mayor Pro Tem Hanks and seconded by Councilmember Branson to approve the purchase of a recording system for the Friendswood Library Community Room. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert.

Nays: Councilmember John Scott

The item passed.

N. Discuss and take possible action on Stevenson Park weather camera and live stream connectivity project.

City Manager Morad Kabiri presented the item and stated that the proposed project would extend fiber optic cables to the other side of Stevenson Park, along with a weather camera and the ability to broadcast various events that take place in Stevenson Park throughout the community in order to promote city activities and other things that are available in the park system. Mr. Kabiri noted that this project will also

be funded with PEG dollars. Mr. Kabiri noted that this project has two contractors: (1) would be for the installation of the fiber optics and (2) for the camera equipment related to the AV.

A motion was made by Mayor Pro Tem Hanks and seconded by Councilmember Rockey to approve the Stevenson Park weather camera and live stream connectivity project. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert.

Nays: Councilmember John Scott

The item passed.

O. Discuss and take possible action regarding the appointment of Sharon Austin Tait to the Friendswood Public Library Advisory Board to complete the unexpired three-year term of Mike Czarowitz, as well as, to a full three-year term beginning July 2021 and ending July 2024.

A motion was made by Councilmember Rockey and seconded by Councilmember Erenwert to appoint Sharon Austin Tait to the Friendswood Public Library Advisory Board to complete the unexpired three-year term of Mike Czarowitz, as well as, to a full three-year term beginning July 2021 and ending July 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

10. RESOLUTIONS

A. Consideration and possible action regarding Resolution R2021-13: a resolution of the City Council of the City of Friendswood, Texas, verifying the percentage of completion of cybersecurity training and authorizing the City Manager or his designee to submit all documentation required by Texas Government Code Section 2054.5191.

City Manager Morad Kabiri presented the item and stated that in 2019, the Texas Legislature passed a bill amending the previously noted code to require cybersecurity training annually for local government and state government employees in order to ensure that staff is prepared for cyber-related threats, much like the Colonial Pipeline issue that took place about a month ago.

Mr. Kabiri further noted that in 2021, the legislature met again and amended the code, reducing the threshold by which the requirement for cybersecurity training went from all employees to just those that

had at least 25% of their job duties involved a computer. However, they included a caveat to the overall bill stipulating that failure to comply with this certification could result in a lack of grant funding, and that the city would be ineligible for certain grants moving forward. The city has nearly completed all of its cybersecurity training with the exception of some folks in the Police Department that still need to finish the training this summer.

Mayor Foreman thanked all the members of council for completing the required cyber security training.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Resolution No. R2021-13, regarding Agenda Item 10.A as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Consideration and possible action regarding Resolution No. R2021-14: a resolution of the City Council of the City of Friendswood, Texas, adopting the City Council Rules and Order of Business pursuant to City Charter Section 3.10, Rules of Procedure and repealing Resolution No. R2018-19 and all other resolutions or parts of resolutions inconsistent or in conflict herewith.

City Manager Morad Kabiri presented the item and stated that the proposed Rules of Procedure contain a number of improvements which was included in the agenda's backup material. Mr. Kabiri thanked City Secretary Brysch for her work on this item and noted that a lot of changes related to the cleaning-up of the language, but the most important change with regard to this was the order of the agenda items that are presented to the Council. He stated that the changes will involve moving the mayor and council, comments up earlier in the meeting, going from two public comment periods down to one to allow for folks to communicate to the Council, moving volunteer-related presentations to the beginning of the meeting, and then taking the standard order of business thereafter.

Councilmember Rockey stated that it was his recommendation that the council discussion and comments come earlier in the meeting. He stated that he attended the first twenty minutes of a Duval City Council meeting via zoom a few weeks ago and they have their council speak at the beginning of the meeting because (1) there was more audience to hear the comments and (2) the councilmembers have more energy than at the end of the meeting. Councilmember Rockey noted that the councilmembers clearly had a culture of putting a lot of effort into their comments because each one of them had a lot of information about various things that they were involved in to communicate to the public. Mayor Foreman thanked Councilmember Rockey for his suggestion and noted that it was a very good idea.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Hanks to approve Resolution No. R2021-14, regarding Agenda Item 10.B as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

11. ORDINANCES

A. Consideration and possible action regarding Ordinance No. T2021-17: the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment VIII" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Hanks to approve Ordinance No. T2021-12, regarding Agenda Item 11.A as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

13. COMMUNICATIONS FROM MAYOR AND COUNCIL

Councilmember Rockey noted that the Library is back in full operation and they are pretty much in full swing. He noted that the children's storytelling hours will be back in the Library starting in July, which is something that a lot of parents have been hoping for. He further noted that they have started planning for the next gala scheduled for March 5, 2022, and the themes is "Night at the Circus." He wanted to thank all of the people that are helping with this event to include Mayor Foreman. Councilmember Rockey also noted that the ZBOA does have an item coming in front of it soon, which unusual as they don't meet often, but there's something coming.

Councilmember Branson noted that if someone drives by the Brown Museum, they will see that the latest, greatest and newest mural is going up. Friendswood's very own McKenna Giamfortone, who was an art teacher at Westwood, is the artist. The Historical Society commissioned her to do this mural, which will be happening over the course of the summer. She further noted that its unveiling will take place at the Historical Society's Labor Day Ice Cream Social.

Mayor Pro Tem Hanks stated that she wanted to congratulate Mike, Diane and the rest of the Library's staff for doing a fantastic job throughout the pandemic of reinventing itself and its services to the community, and in taking the Library from the old thought of what a library is like and what it does, to this new modern age with digital materials. Staff has done an excellent job in that transition.

Mayor Pro Tem Hanks also noted that she is the liaison to Keep Friendswood Beautiful (KFB) and they are now holding meetings again in person, which is very exciting for everyone. She stated that they are also very excited about receiving that great grant of $250,000, from the State and a part of their planning now is thinking of a way to highlight something, maybe a monument of some kind for the city as well as ways to get more people involved with Keep Friendswood Beautiful. Mayor Pro Tem Hanks stated that KFB has a ton of activities throughout the year with many volunteers that work on everything from tree giveaways to trash cleanups.

Mayor Pro Tem Hanks stated that she attended, on behalf of the community, the Bay Area Alliance Annual Luncheon, and represents a part of Friendswood's contingency. She noted that this is the end of the first year that they've had the Friendswood Alliance, which is directly helping about 30 families in the community that were directly and negatively impacted by the pandemic. This organization is making a big difference and she expects to see even more things from them this coming year.

14. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Consent Agenda, Items 14.A. through 14.C. as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

Approved

A. Consider rescheduling the City Council Regular Meeting scheduled for Monday, July 5, 2021 to Monday, July 12, 2021, in order to accommodate the Independence Day holiday.

B. Consider accepting the April 2021 tax report.

C. Consider approving the minutes of the City Council Regular Meeting held on May 3, 2021.

15. EXECUTIVE SESSION

A. Communications from the public regarding Executive Session Topics.

There were no speakers on this item.

B. Recess into and conduct an executive session pursuant to Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Attorney.

At 7:54 P.M., Mayor Foreman recessed and convened into Executive Session in accordance with Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Attorney.

At 8:17 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

16. BUSINESS ITEM

A. Consider and take possible action regarding the City Attorney's annual review.

A motion was made by Councilmember Rockey and seconded by Councilmember Scott to approve a 3% raise in salary for the City Attorney. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

17. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the June 7, 2021, City Council Regular Meeting at 8:18 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 05/24/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the disposal of a decommissioned Police Department vehicle through Houston Auto Auction.

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The police department has a decommissioned police vehicle (UC12 – 2000 Toyota Land Cruiser) that it presents for disposal. The department will dispose of the vehicle through services provided by Houston Auto Auction. The vehicle has been in service since 2013 when it was awarded to the police department as a result of a seizure hearing. Costs associated with keeping the vehicle suitable for service are high, making the most cost effective solution to auction it. The vehicle 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 this vehicle will be deposited into the State asset forfeiture account (awarded to FPD by Galv Co 212th District Court 10/10/2013 under Cause No. 13CV0506).

RECOMMENDATIONS

Staff recommends May and Council consent to disposal of this asset 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: July 12, 2021

Date submitted: 05/26/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the City of Friendswood's 2018 Street Maintenance Project at the completion of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of the City of Friendswood's 2018 Street Maintenance Project in July 2020. That maintenance bond has now expired. This agenda item is to authorize the final acceptance of the 2018 Street Maintenance Project and formally release that bond.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Angel Brothers Enterprises, LTD. will have its bond released immediately upon final acceptance of the City Council.

RECOMMENDATIONS

Authorize the final acceptance of the City of Friendswood's 2018 Street Maintenance Project and release the maintenance bond.

ATTACHMENTS

1. 00825 - Release of Bond 2018 Street Maintenance

City of Friendswood
Engineering Department
15355 Blackhawk Boulevard
Friendswood, Texas 77546-2801

DOCUMENT 00825

Release of Bond

PROJECT NAME: July 12, 2021
PROJECT NAME: 2018 Street Maintenance Project

TO: Angel Brothers Enterprises, LTD.
3003 Kilgore Pkwy.
Baytown, TX 77523

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Warranty. This project was brought before the City Council on July 6, 2020, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Warranty Maintenance Bond, from Liberty Mutual Fire Insurance Company,2200 Renaissance Blvd., Suite 400, King of Prussia, PA, 19406, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering

6/17/21
Date

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the acceptance of Friends Heights public paving and utilities improvements project into the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of water, sanitary sewer, storm sewer, and paving infrastructure for Friends Heights has been completed. This infrastructure will serve 12 new lots in the Friends Heights Subdivision.

City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, David Wight Construction Company, Ltd., to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the acceptance of the Friends Heights public paving and utilities improvements project into the contractor's one-year maintenance period.

ATTACHMENTS

1. Friends Heights Request for Acceptance
2. Friends Heights Maintenance Bond

CERTIFICATE OF FINAL COMPLETION

STATE OF TEXAS

COUNTY OF Brazoria

I, the undersigned, David Wight, President, David Wight Construction Co., LTD., under its contract dated February 11, 2021, with Harold Benson for the construction of Friends Heights Subdivision Friendswood, Texas do hereby certify under oath that all just claims and bills within the knowledge of affiant for labor, materials, equipment and damages under this contract have been paid in full by the contractor.

Contractor

Subscribed and sworn to before me, the undersigned authority, this 16 day of June, 20 21.

MONA KURTHY
NOTARY PUBLIC - STATE OF TEXAS
ID# 766472-7
COMM. EXP. 05-18-2022

Notary Public in and for Brazoria County, Texas

My commission expires May 18, 20 22.

MERCHANTS BONDING COMPANY™
Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, Iowa 50306-3498
Phone: (800) 678-8171 Fax: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. TXC 614366

That DWC Management, LLC, G.P.; David Wight Construction Company, Ltd. of 4300 Mandale, Alvin, Texas 77511 as Principal, and the Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto the City of Friendswood, Texas in the penal sum of One Hundred Eighty Thousand and No/100*** ($180,000.00***) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 14th day of May, 2021.

WHEREAS, the Principal entered into a certain contract, dated the 11th day of February, 2021, with the Harold Benson,

to furnish all the material and labor necessary for the construction of

Water, Sanitary Sewer, Storm Sewer and Paving for
Friends Heights Subdivision in Friendswood, Texas

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of One years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Friendswood, Texas as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of One years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

DWC Management, LLC, G.P.; David Wight Construction Company, Ltd.
Principal

By _____

Approved _____

By _____

Merchants Bonding Company (Mutual)

By _____
Donna Weinel, Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

A A Shotwell; Betty A Bush; Chase Wortham; Donna Weinel; G C Blystone Jr; Joseph C Blackshear Jr; Mark Smith; Thomas Scott Price

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of January , 2020 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 29th day of January 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of May , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Rust Ewing Watt & Haney Inc

Call: 409-934-8000

Mail: 7900 Lowry Expy Texas City, TX 77591

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SUP 0032 TX (11/19)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a temporary road closure of Skyview Terrace for a private event on Labor Day, Monday, September 6, 2021.

Originating Department: City Manager

Degree of importance: Significant to community members and community organization.

SUMMARY / ORIGINATING CAUSE

The Friendswood Historical Society is requesting approximately 250' of Skyview Terrace be temporarily closed from 2:00 PM to 6:00 PM on Monday, September 6th for the 2021 Labor Day Ice Cream Social event. A special event permit has been approved by Staff for the event to be held at the Brown Museum with parking available at 505 S. Friendswood Dr. The road closure would provide those in attendance a safe place to walk to and from the event location.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Road closure will benefit the community members attending the Ice Cream Social by providing a safe place to walk to and from the event,

RECOMMENDATIONS

ATTACHMENTS

1. 108 Skyview Ter permit
2. ICS 2021 Skyview Road Closure

City of Friendswood
Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
TEL: (281) 996-3201
FAX: (281) 996-3260

Permit

Permit NO.: **SALE-2021-2095**

Permit Type: **Outdoor Sales**
Work Classification: **Special Event**
Permit Status: **Issued**

Issue Date: 06/25/2021

Expiration: 12/22/2021

Parcel Number	Project Address	Zone
	108 SKYVIEW TER **Friendswood, TX 77546**	**SFR**

Owner Information	Address	Phone
FRIENDSWOOD HISTORIC SOCIETY	**108 SKYVIEW TERRACE** **FRIENDSWOOD, TX 77546**	**2814822290**

Contractor(s)	Phone

Inspection Requests:

For Inspections call: (281) 996-3201

Description: Ice Cream Social 9/6/21
3PM-5PM

Valuation: $0.00

Total Sq Ft. 0.00

Required Inspections:

Inspection Type

City approved plans and permits are required to be on the site at all times and posted in a conspicuous and protected place accessible to the inspector. All permits must have a final inspection. It is the contractor's responsibility to request inspections and to ensure that work is accessible and exposed for inspections.

Fees Due	Amount
Special Event Permit Fee	$50.00
TOTAL	**$50.00**

Total	Amt Paid	Amt Due
$50.00	**$50.00**	
Payment Type: Check #	4320	
		$0.00

Additional Required Inspections:

Hours: Monday - Thursday 7:30AM-5:30PM Friday 8:00AM-5:00PM
Inspections must be called in by 5 PM the previous day
This permit becomes null and void if permitted work is not commenced within 6 months, or if permitted work is abandoned for a period of 6 months any time after work is commenced.


2021 Labor Day
Ice Cream Social
Monday,Sept 6th 3:00p to 5:00p
Ice Cream Serving Area
Restrooms
Brown Musuem
Skyview road closure area:
2:00p to 6:00p (250 feet)
Skyview Terrace
Sunnyview Ave
Clearview Ave
Ice Cream Social Parking Area
Tannos Building
Google Earth

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the sale of an EMS vehicle to Clear Lake EMS.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Friendswood EMS recently received the new 2021 Chevy Tahoe (per the 15-year FVFD Capital replacement Plan) to replace the 2012 Ford Expedition used as the EMS supervisor unit. Clear Lake EMS has a submitted offer letter to purchase the vehicle for $8,400. Trade in value is estimated from $8,300-$11,300.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of this vehicle will be deposited into the FVFD Vehicle Replacement Fund.

RECOMMENDATIONS

Staff recommends Mayor and council consent to dispose of this asset in the manner described above.

ATTACHMENTS

1. 499 Written Bid

CLEAR LAKE EMERGENCY
MEDICAL SERVICES

951 FM 646 E, Suite A7, Dickinson, TX 77539

Main: (281) 204-7794

From: Roy L. Hunter
Chief Operations Officer
Clear Lake Emergency Medical Services

To: Brian Mansfield
Fire Marshal/Emergency Management Coordinator
City of Friendswood

Date: 24MAY21

Subj: Written Offer for FVFD Unit 499

As per the email dated 24MAY21. Clear Lake EMS would like to submit a written bid of $8,400.00 for the purchase of FVFD Unit 499. This is within the fair market value as listed in the Kelly Blue Book Values.

If I can be of any further assistance please feel free to contact me at 281-204-7794.

Sincerely,

Roy L. Hunter
Chief Operations Officer
Clear Lake EMS

Advertisement

My Car's Value

2012 Ford Expedition

XL Sport Utility 4D

near **League City, TX 77573**

Mileage: **100,000**

Edit Options

4.6 (358 Ratings) Write a review

Save Print

Recalls: **3 Recalls Found**
Is my car affected?

Repair Estimator: **See Pricing**
What's a fair price?

1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

Instant Cash Offer | **Trade-in** | Private Party | Donate Your Car



Important info & definitions

Condition: Fair

Valid for ZIP Code **77573** through **05/24/2021**

4.6 (358 Ratings)

Write a review

Track This Car's Value

Be the first to know when this vehicle's trade-in value changes by more than 2%.

Email Address

Send Me Updates

By subscribing to these updates, I accept KBB.com's Terms of Service

2

Start the Trade-in Process Online

Stay safe at home while getting a no-obligation quote for your next car.

You're Interested In:

2021 Ford Expedition

Change Vehicle

Your Trade-in:

2012 Ford Expedition

Change Vehicle

3

Choose up to 3 dealers Change ZIP Code

Compare prices fro

McRee Ford, Inc.

2800 Gulf Fre

Dickinson, TX

3 miles away

Ron Carter Ford

Estimated Trade-in Amount
$9,813

Desired Monthly Payment *
$400

*This field is required.

Terms (months)
60

Interest Rate (%)
3.19

Outstanding Loan Balance
$0

Additional Down Payment
$0

Calculate

Price Range Up to **$31,969**

Available for Down Payment	Total Down Payment
$9,813	**$9,813**

Vehicles in Your Price Range

2016 Chevrolet Suburban

Est. $403/mo*

2018 Nissan Armada

Est. $393/mo*

2015 GMC Yukon XL

Est. $390/mo*

2017 Ford Expedition

Est. $387/mo*

*Based on the Blue Book® Fair Purchase Price (click vehicle to see) for 60 months, 3.19% APR, and Estimated Trade-in Amount. Taxes and Fees not included. For illustrative purposes only and not an offer/commitment to provide credit or financing.

Advertisement

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maintenance services and bring it back to you. It delivers peace of mind and keeps your car running its best.

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New Car Price Quote

2021 Ford Expedition

XL

Change Vehicle

Get the best deal on a new car!

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  2800 Gulf Freeway
  Dickinson, TX 77539
  3 miles away

- **Ron Carter Ford**

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/10/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the appointments of City Council Liaisons to Committees, Boards, and Commissions.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

After the May election, Council reviews and selects the boards, commissions, and committees for which each wish to serve as liaison throughout the year. This agenda item is to discuss and formally adopt the list for 2021-2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To have Council representation at meetings with volunteer boards, commissions, and committees.

RECOMMENDATIONS

Discuss and approve the 2021-2022 Council Liaison list.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 06/10/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the disposal of two (2) decommissioned EMS vehicles through Public Purchase.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Friendswood EMS has 2 decommissioned 2010 Ford Explorers (EMS2 & EMS3) that are presented for disposal. The vehicles were replaced per the FVFD Capital Replacement Plan. The vehicles will be disposed of through www.publicpurchase.com.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of all these vehicles will be deposited into the FVFD Capital Replacement Fund.

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: July 12, 2021

Date submitted: 06/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the acceptance of the City of Friendswood's 2019 Street Maintenance Project and initiate the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's 2019 Street Maintenance Project has come to a conclusion. All punch list items given as a condition of acceptance of the project have been addressed by the City's contractor, Angel Brothers. These conditions included making base repairs in areas in need, crack sealing along the edge of streets where street shoulders are unsupported and subject to movement, and seal coat.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The one year maintenance bond warrants the work against faults and defects in workmanship. The City will periodically review the condition of streets and will report any problems to Angel Brothers for repair. A comprehensive review will be completed prior to expiration of the one year bond. Any and all deficiencies identified must be addressed by Angel Brothers within this specified time period. Should Angel Brothers fail to perform this work, the City will have the option to enforce the maintenance bond through the surety. $217,643 in retainage will be released upon acceptance of the project.

RECOMMENDATIONS

Accept the 2019 Street Maintenance Project and initiate the contractor's one-year maintenance period.

ATTACHMENTS

1. ST 2019 Maintenance Bond
2. Certification of Final Completion

DOCUMENT 00800
ONE-YEAR MAINTENANCE BOND

THAT WE, Angel Brothers Enterprises, Ltd., as Principal, hereinafter called the Contractor, and the other subscriber hereto, **Liberty Mutual Fire Insurance Company**, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of **Four Million** dollars and **00/100** cents (**$4,000,000.00**), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for **2019-2020 Street Maintenance Program**, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end if the One-year Maintenance period;

NOW THEREFORE, if the said Contractor shall comply with the provisions of the General Conditions, and correct work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

Angel Brothers Enterprises, Ltd.
Name of Contractor

Signature
Name: Garrett Goza
Title: Vice President

ATTEST SEAL:

Alyson Carmichael
Witness

Liberty Mutual Fire Insurance Company
Full Name of Surety
2200 Renaissance Blvd., Suite 400
Address of Surety for Notice
King of Prussia, PA 19406-2755
City, State and Zip Code of Surety for Notice
1-877-751-2640
Telephone Number of Surety

Signature
Name: Lauren O. Moudy
Title: Attorney-in-Fact
Date: January 10, 2020

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

[INSERT CITY ATTORNEY NAME]
City Attorney

Date

END OF DOCUMENT

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Fire Insurance Company
Wausau, Wisconsin

Certificate No: 8202693 - 971801

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: Liberty Mutual Fire Insurance Company, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

IN WITNESS WHEREOF, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 5th day of December, 2019.

Liberty Mutual Fire Insurance Company

By: _____
David M. Carey, Assistant Secretary

Attest: _____
Lisa Love

State of PENNSYLVANIA
County of MONTGOMERY ss

The foregoing instrument was acknowledged before me this 5th day of December, 2019 by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Insurance Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, affixed, this 10th day of January 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

LMFIC Facsimile_062018

Liberty Mutual.
SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Liberty Mutual SURETY

2200 Renaissance Blvd. Ste. 400
King of Prussia, PA 19406-2755
Ph. (610) 832-8240

INCREASE / DECREASE RIDER

Rider to be attached to and form a part of Bond Number 58S213143, dated the 10th day of January, 2020, issued by Liberty Mutual Fire Insurance Company, as Surety (the "Surety"), on behalf of Angel Brothers Enterprises, Ltd. _____, as principal (the "Principal"), in favor of City of Friendswood _____, as obligee (the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby Increased (increased/decreased) from Four Million Dollars and 00/100 ($4,000,000.00) Dollars, to Four Million Three Hundred Fifty Two Thousand Eight Hundred Sixty Three Dollars and 75/100 ($4,352,863.75) Dollars.

This change is effective the 24th day of May, 2021.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

DATED as of this 24th day of May, 2021.

WITNESS / ATTEST:

Kelly Reynolds

Angel Brothers Enterprises, Ltd.
(Principal)

By: _____ (Seal)
Name: Garrett Goza
Title: Vice President

Liberty Mutual Fire Insurance Company
(Surety)

By: _____ (Seal)
Lauren O. Moudy Attorney-in-Fact:

ACCEPTED:

By: _____

Date: _____

Surety Phone No. 617-357-9500

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Fire Insurance Company
Wausau, Wisconsin

Certificate No: **8204953-971801**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: Liberty Mutual Fire Insurance Company, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Alyson Carmichael; Ashley Britt; Barry K. McCord; David T. Miclette; Lacey Mayfield; Lauren O. Moudy; Nikole Jeannette; Robert C. Davis; Robert M. Overbey, Jr.; Tabitha Dorman

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

Bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

IN WITNESS WHEREOF, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 15th day of March, 2021.

Liberty Mutual Fire Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Attest: Heather B. Magee
Heather B. Magee

State of PENNSYLVANIA
County of MONTGOMERY ss

The foregoing instrument was acknowledged before me this 15th day of March, 2021 by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Company.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, affixed, this 24th day of May, 2021

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-22023 03/21

Liberty Mutual
SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DOCUMENT 00790
CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

PROJECT NAME: City of Friendswood Street Maintenance 2019-2020

PROJECT NUMBER: ST2019

BID No.: 2019-06

CONTRACT DATED: December 19, 2019

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Garrett Goza who, being by me duly sworn, on his oath says that he or she represents Angel Brother Enterprises, Ltd., the Contractor who has performed a contract with the City of Friendswood for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract Documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the Project Manager; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the City of Friendswood Technical Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Garrett Goza
Affiant's Signature

SWORN AND SUBSCRIBED before me on 7/01/2021
Date

Heather Van Dine
Notary Public in and for the State of Texas

HEATHER VAN DINE
Notary ID #12569020-6
My Commission Expires
May 12, 2022

HEATHER VAN DINE
Print or type name

My Commission Expires: May 12, 2022
Expiration Date

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

Bria A. Whitmire, PE, CFM
Projects Coordinator
City of Friendswood

7-1-2021
Date

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: July 12, 2021

Date submitted: 07/01/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing American Tower/Verizon Wireless to make modifications to the telecommunications tower located at 1606 Whitaker Drive.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

A representative of American Tower, Nick Neville, is requesting authorization for Verizon Wireless to perform work on the existing tower located at near the Public Safety Building at 1606 Whitaker Dr.

The scope of tower work will be:
• Remove 6 antennas, 6 RRU(s), 6 diplexers, 1 OVP and 1 6x12 Hybriflex cable
• Install 9 antennas, 6 RRU(s), 1 OVP and 1 12x24 Hybriflex cable
• Existing 6 7/8" coax cables will remain
The scope of ground work will be:
• Remove 1 OVP
• Install 1 OVP

After this authorization, Verizon Wireless will be required to obtain the required building permits to conduct the work.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The telecommunications tower near the Public Safety Building is existing and during the permitting phase, City staff will ensure that building code requirements are met.

RECOMMENDATIONS

Staff has no issue with the proposed changes to the telecommunications tower and will ensure that building codes and ordinances are met by Verizon Wireless.

ATTACHMENTS

1. American Tower - Equipment Installation Approval Request
2. Verizon Wireless Construction Drawings

AMERICAN TOWER™
CORPORATION

CITY OF FRIENDSWOOD, TX
ATTN: TED BEASON
910 SOUTH FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546

June 24, 2021

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
268232	FRIENDSWOOD PS BLDG TX	13662792	VERIZON WIRELESS
SITE ADDRESS		GROUND AGREEMENT	
1606 Whitaker Drive Friendswood, Texas 77546-5403		License Agreement dated June 11, 2007	

* any reference to VERIZON WIRELESS includes one or more of its related entities.

Dear Landlord:

We, Tower Alliance, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by VERIZON WIRELESS, at this site. VERIZON WIRELESS is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment.

Also, included for your convenience are the related Construction Drawings.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of VERIZON WIRELESS's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it. American Tower values our relationship with you so if there are any questions, please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,

Nick Neville

Nick Neville
Lease Consultant
Tower Alliance LLC
817-487-1088
NNeville@towerallliancellc.com

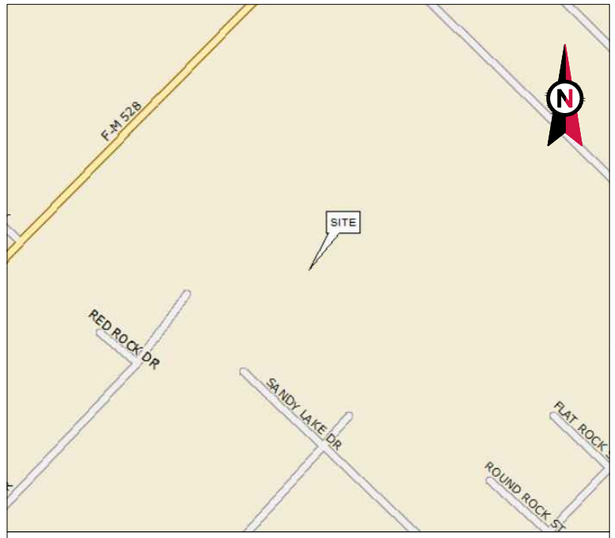
Approval

I approve of the proposed modification of equipment by VERIZON WIRELESS at the site referenced above.

Signature:_____ Date:_____

Print Name:

Title:



VICINITY MAP

AMERICAN TOWER®

ATC SITE NAME: FRIENDSWOOD PS BLDG TX
ATC SITE NUMBER: 268232
VERIZON SITE NAME: CHIGGER CREEK-HGCW-TX
VERIZON SITE NUMBER: 255461
SITE ADDRESS: 1606 WHITAKER DR
FRIENDSWOOD, TX 77546-5403



LOCATION MAP

VERIZON
ANTENNA AMENDMENT DRAWINGS

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. 2012 IBC HOUSTON AMENDMENTS
2. 2020 NEC HOUSTON AMENDMENTS
3. 2012 UMC HOUSTON AMENDMENTS
4. 2012 UPC HOUSTON AMENDMENTS
5. 2012 IFC HOUSTON AMENDMENTS
6. 2009 IECC HOUSTON AMENDMENTS
7. ERRATA 2009 IECC HOUSTON AMENDMENTS
8. ASHRAE 90.1-2007 HOUSTON AMENDMENTS

UTILITY COMPANIES

POWER COMPANY: TNMP
PHONE: (888) 866-7456

TELEPHONE COMPANY: SOUTHWESTERN BELL
PHONE: (877) 722-3755

811 Know what's below. Call before you dig.

PROJECT SUMMARY

SITE ADDRESS:

1606 WHITAKER DR

FRIENDSWOOD, TX 77546-5403

COUNTY: GALVESTON

GEOGRAPHIC COORDINATES:

LATITUDE: 29.496611

LONGITUDE: -95.201611

GROUND ELEVATION: 31' AMSL

ZONING INFORMATION:

JURISDICTION: CITY OF FRIENDSWOOD

GEO ID: 2666-0001-0002-000

PROJECT TEAM

TOWER OWNER:

AMERICAN TOWER
10 PRESIDENTIAL WAY
WOBURN, MA 01801

APPLICANT:

VERIZON WIRELESS
20 ALEXANDER DR, 2ND FLOOR
WALLINGFORD, CT 06492

ENGINEER:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530

PROPERTY OWNER:

CITY-FRIENDSWOOD
PO BOX 1286
FRIENDSWOOD, TX 77549

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES MODIFYING GROUND BASED AND TOWER MOUNTED EQUIPMENT AS INDICATED PER BELOW:

TOWER WORK:

REMOVE (6) ANTENNA(S), (6) RRU(s), (6) DIPLEXER(S), (1) OVP(s), AND (1) 6x12 HYBRIFLEX CABLE(S).

INSTALL (9) ANTENNA(S), (6) RRU(s), (1) OVP(s), AND (1) 12x24 HYBRIFLEX CABLE(S).

EXISTING (6) 7/8" COAX CABLE(S) TO REMAIN.

GROUND WORK:

REMOVE (1) OVP(s).

INSTALL (1) OVP(s).

PROJECT NOTES

1. THE FACILITY IS UNMANNED.
2. A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.
3. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORM WATER DRAINAGE.
4. NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED.
5. HANDICAP ACCESS IS NOT REQUIRED.

PROJECT LOCATION DIRECTIONS

FROM HOUSTON TAKE I-45 SOUTH EXIT FM 528 TURN RIGHT PASS FM 518 3/4 MILE SITE ON YOUR LEFT BEHIND FRIENDSWOOD POLICE STATION BLDG

SHEET INDEX

SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
G-001	TITLE SHEET	0	06/11/21	GV
G-002	GENERAL NOTES	0	06/11/21	GV
C-001	OVERALL SITE PLAN	0	06/11/21	GV
C-101	DETAILED SITE PLAN	0	06/11/21	GV
C-201	TOWER ELEVATION	0	06/11/21	GV
C-401	ANTENNA INFORMATION & SCHEDULE	0	06/11/21	GV
C-501	CONSTRUCTION DETAILS	0	06/11/21	GV
E-501	GROUNDING DETAILS	0	06/11/21	GV
R-601	SUPPLEMENTAL			
R-602	SUPPLEMENTAL			

AMERICAN TOWER®

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

REV.	DESCRIPTION	BY	DATE
A	PRELIMINARY	ARS	05/28/21
0	100% CONSTRUCTION	GV	06/11/21

ATC SITE NUMBER:
268232

ATC SITE NAME:
FRIENDSWOOD PS BLDG TX

VERIZON SITE NAME:
CHIGGER CREEK-HGCW-TX

SITE ADDRESS:
1606 WHITAKER DR
FRIENDSWOOD, TX 77546-5403

SEAL:



FIRM# (TX FIRM# F-19415) 06/11/21

verizon

DATE DRAWN:	06/11/21
ATC JOB NO:	13662792
CUSTOMER NAME:	CHIGGER CREEK-HGCW-TX
CUSTOMER ID:	255461

TITLE SHEET

SHEET NUMBER:	REVISION:
G-001	0

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GENERAL CONSTRUCTION NOTES:

1. OWNER FURNISHED MATERIALS, VERIZON "THE COMPANY" WILL PROVIDE AND THE CONTRACTOR WILL INSTALL
   - A. BTS EQUIPMENT FRAME (PLATFORM) AND ICEBRIDGE SHELTER (GROUND BUILD/CO-LOCATE ONLY)
   - B. AC/TELCO INTERFACE BOX (PPC)
   - C. ICE BRIDGE (CABLE TRAY WITH COVER) (GROUND BUILD/CO-LOCATE ONLY, GC TO FURNISH AND INSTALL FOR ROOFTOP INSTALLATION)
   - D. TOWERS, MONOPOLES
   - E. TOWER LIGHTING
   - F. GENERATORS & LIQUID PROPANE TANK
   - G. ANTENNA STANDARD BRACKETS, FRAMES AND PIPES FOR MOUNTING
   - H. ANTENNAS (INSTALLED BY OTHERS)
   - I. TRANSMISSION LINE
   - J. TRANSMISSION LINE JUMPERS
   - K. TRANSMISSION LINE CONNECTORS WITH WEATHERPROOFING KITS
   - L. TRANSMISSION LINE GROUND KITS
   - M. HANGERS
   - N. HOISTING GRIPS
   - O. BTS EQUIPMENT
2. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS. IT IS THE POSITION OF VERIZON TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.
3. ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE FEDERAL, STATE, AND LOCAL CODES, INCLUDING ANSI/EIA/TIA-222, AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS.
4. CONTRACTOR SHALL CONTACT LOCAL 811 FOR IDENTIFICATION OF UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS.
6. ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE IMPROVEMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER.
7. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.
8. DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
9. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
11. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
12. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE VERIZON REP PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH REMEDIAL ACTION SHALL REQUIRE WRITTEN APPROVAL BY THE VERIZON REP PRIOR TO PROCEEDING.
13. EACH CONTRACTOR SHALL COOPERATE WITH THE VERIZON REP, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
14. CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION OF THIS PROJECT TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE VERIZON CONSTRUCTION MANAGER.
15. ALL CABLE/CONDUIT ENTRY/EXIT PORTS SHALL BE WEATHERPROOFED DURING INSTALLATION USING A SILICONE SEALANT.
16. WHERE EXISTING CONDITIONS DO NOT MATCH THOSE SHOWN IN THIS PLAN SET, CONTRACTOR SHALL NOTIFY THE VERIZON REP AND ENGINEER OF RECORD IMMEDIATELY.
17. CONTRACTOR SHALL ENSURE ALL SUBCONTRACTORS ARE PROVIDED WITH A COMPLETE AND CURRENT SET OF DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
18. CONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE AT THE END OF EACH DAY.
19. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH AMERICAN TOWER CORPORATION (ATC) AND TAKE PRECAUTIONS TO MINIMIZE IMPACT AND DISRUPTION OF OTHER OCCUPANTS OF THE FACILITY.
20. CONTRACTOR SHALL FURNISH VERIZON AND AMERICAN TOWER CORPORATION (ATC) WITH A PDF MARKED UP AS-BUILT SET OF DRAWINGS UPON COMPLETION OF WORK.
21. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH VERIZON REP TO DETERMINE WHAT, IF ANY, ITEMS WILL BE PROVIDED. ALL ITEMS NOT PROVIDED SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR WILL INSTALL ALL ITEMS PROVIDED.
22. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH VERIZON REP TO DETERMINE IF ANY PERMITS WILL BE OBTAINED BY CONTRACTOR. ALL REQUIRED PERMITS NOT OBTAINED BY VERIZON MUST BE OBTAINED, AND PAID FOR, BY THE CONTRACTOR.
23. CONTRACTOR SHALL INSTALL ALL SITE SIGNAGE IN ACCORDANCE WITH VERIZON SPECIFICATIONS AND REQUIREMENTS.
24. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO VERIZON FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
25. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND LOCATED ACCORDING TO VERIZON SPECIFICATIONS, AND AS SHOWN IN THESE PLANS.
26. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
27. CONTRACTOR SHALL NOTIFY VERIZON REP A MINIMUM OF 48 HOURS IN ADVANCE OF POURING CONCRETE OR BACKFILLING ANY UNDERGROUND UTILITIES, FOUNDATIONS OR SEALING ANY WALL, FLOOR OR ROOF PENETRATIONS FOR ENGINEERING REVIEW AND APPROVAL.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY INCLUDING COMPLIANCE WITH ALL APPLICABLE OSHA STANDARDS AND RECOMMENDATIONS AND SHALL PROVIDE ALL NECESSARY SAFETY DEVICES INCLUDING PPE AND PPM AND CONSTRUCTION DEVICES SUCH AS WELDING AND FIRE PREVENTION, TEMPORARY SHORING, SCAFFOLDING, TRENCH BOXES/SLOPING, BARRIERS, ETC.
29. THE CONTRACTOR SHALL PROTECT AT HIS OWN EXPENSE, ALL EXISTING FACILITIES AND SUCH OF HIS NEW WORK LIABLE TO INJURY DURING THE CONSTRUCTION PERIOD. ANY DAMAGE CAUSED BY NEGLECT ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, OR BY THE ELEMENTS DUE TO NEGLECT ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, EITHER TO THE EXISTING WORK, OR TO HIS WORK OR THE WORK OF ANY OTHER CONTRACTOR, SHALL BE REPAIRED AT HIS EXPENSE TO THE OWNER'S SATISFACTION.
30. ALL WORK SHALL BE INSTALLED IN A FIRST CLASS, NEAT AND WORKMANLIKE MANNER BY MECHANICS SKILLED IN THE TRADE INVOLVED. THE QUALITY OF WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE VERIZON REP. ANY WORK FOUND BY THE VERIZON REP TO BE OF INFERIOR QUALITY AND/OR WORKMANSHIP SHALL BE REPLACED AND/OR REWORKED AT CONTRACTOR EXPENSE UNTIL APPROVAL IS OBTAINED.
31. IN ORDER TO ESTABLISH STANDARDS OF QUALITY AND PERFORMANCE, ALL TYPES OF MATERIALS LISTED HEREINAFTER BY MANUFACTURER'S NAMES AND/OR MANUFACTURER'S CATALOG NUMBER SHALL BE PROVIDED BY THESE MANUFACTURERS AS SPECIFIED.
32. VERIZON FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE VERIZON WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNCRATE, PROTECTED AND INSTALLED BY THE CONTRACTOR WITH ALL APPURTENANCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING IT UP.
33. VERIZON OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OWN OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO VERIZON OR THEIR ARCHITECT/ENGINEER.

SPECIAL CONSTRUCTION ANTENNA INSTALLATION NOTES:

1. WORK INCLUDED:

A. ANTENNA AND COAXIAL CABLES ARE FURNISHED BY VERIZON UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OD COORDINATION AND SITE ACCESS. ERECTION SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND

B. INSTALL ANTENNA AS INDICATE ON DRAWINGS AND VERIZON SPECIFICATIONS.

C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS

D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE.

E. CONTRACTOR SHALL PROVIDE FOUR (4) SETS OF SWEEP TESTS USING ANRITZU-PACKARD 8713B RF SCALAR NETWORK ANALYZER. SUBMIT FREQUENCY DOMAIN REFLECTOMETER(FDR) TESTS RESULTS TO THE PROJECT MANAGER. SWEEP TESTS SHALL BE AS PER ATTACHED RFS "MINIMUM FIELD TESTING RECOMMENDED FOR ANTENNA AND HELIAX COAXIAL CABLE SYSTEMS" DATED 10/5/93. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING SERVICE AND BE BOUND AND SUBMITTED WITHIN ONE WEEK OF WORK COMPLETION.

F. INSTALL COAXIAL CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTIONS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.

G. ANTENNA AND COAXIAL CABLE GROUNDING:

2. ALL EXTERIOR #6 GREED GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTORS/SPLICE WEATHERPROOFING KIT #221213 OR EQUAL.

3. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)

ALL DISCREPANCIES FROM WHAT IS SHOWN ON THESE CONSTRUCTION DRAWINGS SHALL BE COMMUNICATED TO ATC ENGINEERING IMMEDIATELY FOR CORRECTION OR RE-DESIGN. FAILURE TO COMMUNICATE DIRECTLY WITH ATC ENGINEERING OR ANY CHANGES FROM THE DESIGN CONDUCTED WITHOUT PRIOR APPROVAL FROM ATC ENGINEERING SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

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REV.	DESCRIPTION	BY	DATE
A	PRELIMINARY	ARS	05/28/21
0	100% CONSTRUCTION	GV	06/11/21

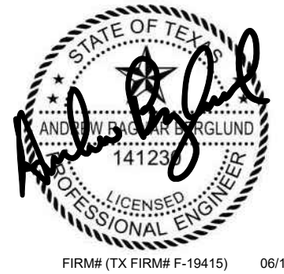
ATC SITE NUMBER:
268232

ATC SITE NAME:
FRIENDSWOOD PS BLDG TX

VERIZON SITE NAME:
CHIGGER CREEK-HGCW-TX

SITE ADDRESS:
1606 WHITAKER DR
FRIENDSWOOD, TX 77546-5403

SEAL:



FIRM# (TX FIRM# F-19415) 06/11/21

verizon

DATE DRAWN:	06/11/21
ATC JOB NO:	13662792
CUSTOMER NAME:	CHIGGER CREEK-HGCW-TX
CUSTOMER ID:	255461

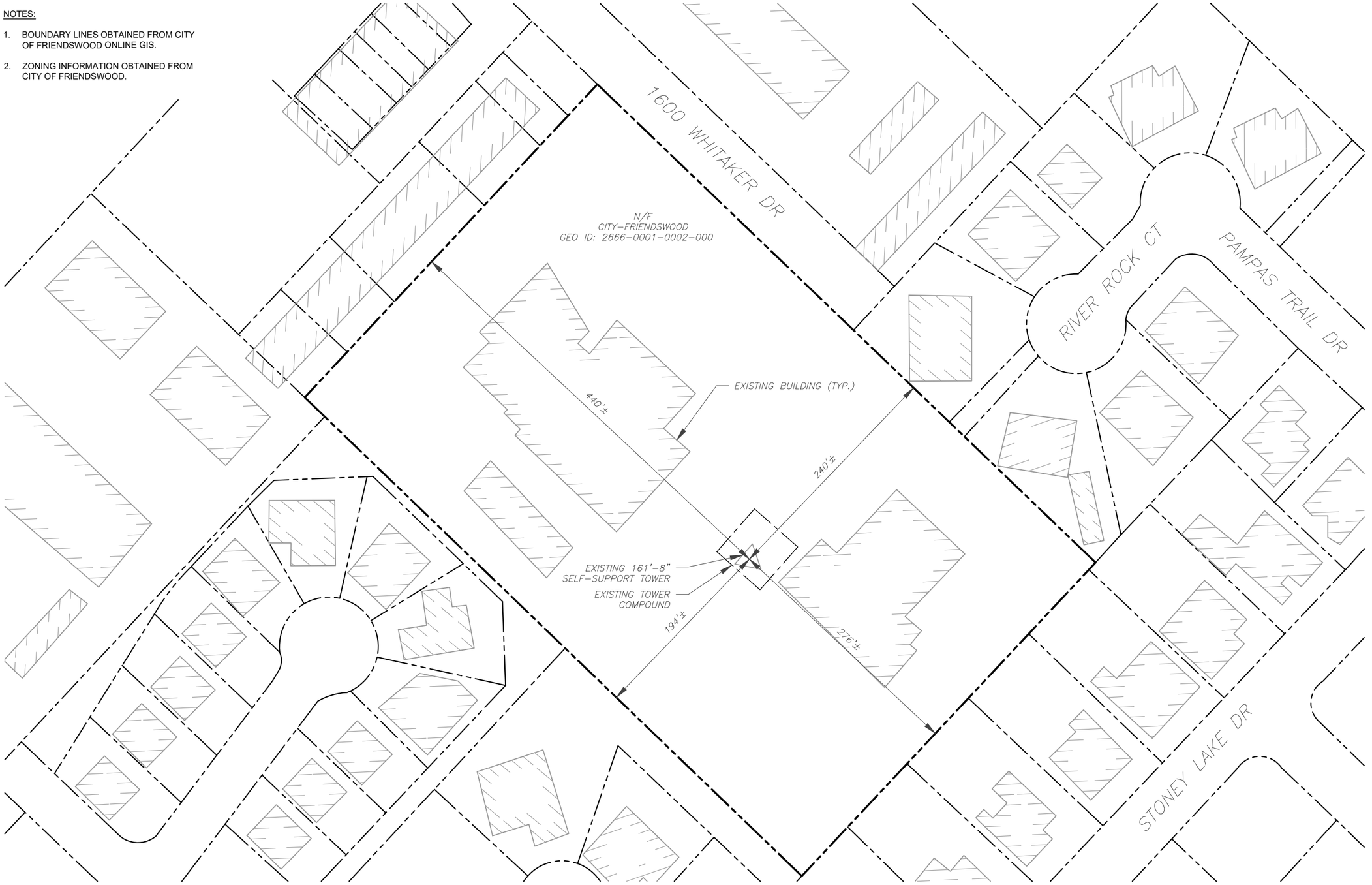
GENERAL NOTES

SHEET NUMBER:	REVISION:
G-002	0

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NOTES:

1. BOUNDARY LINES OBTAINED FROM CITY OF FRIENDSWOOD ONLINE GIS.
2. ZONING INFORMATION OBTAINED FROM CITY OF FRIENDSWOOD.



LEGEND

- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING LEASE AREA

1 OVERALL SITE PLAN
SCALE: 1" = 100'

0 100' 200'

SCALE: 1"=100' (11X17)
1"=50' (22X34)

N

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SITE ADDRESS:
1606 WHITAKER DR
FRIENDSWOOD, TX 77546-5403

SEAL:

STATE OF TEXAS
ANDREW RASMUS BERGLUND
141230
LICENSED
PROFESSIONAL ENGINEER

FIRM# (TX FIRM# F-19415) 06/11/21

verizon

DATE DRAWN:	06/11/21
ATC JOB NO:	13662792
CUSTOMER NAME:	CHIGGER CREEK-HGCW-TX
CUSTOMER ID:	255461

OVERALL SITE PLAN

SHEET NUMBER:	REVISION:
C-001	0

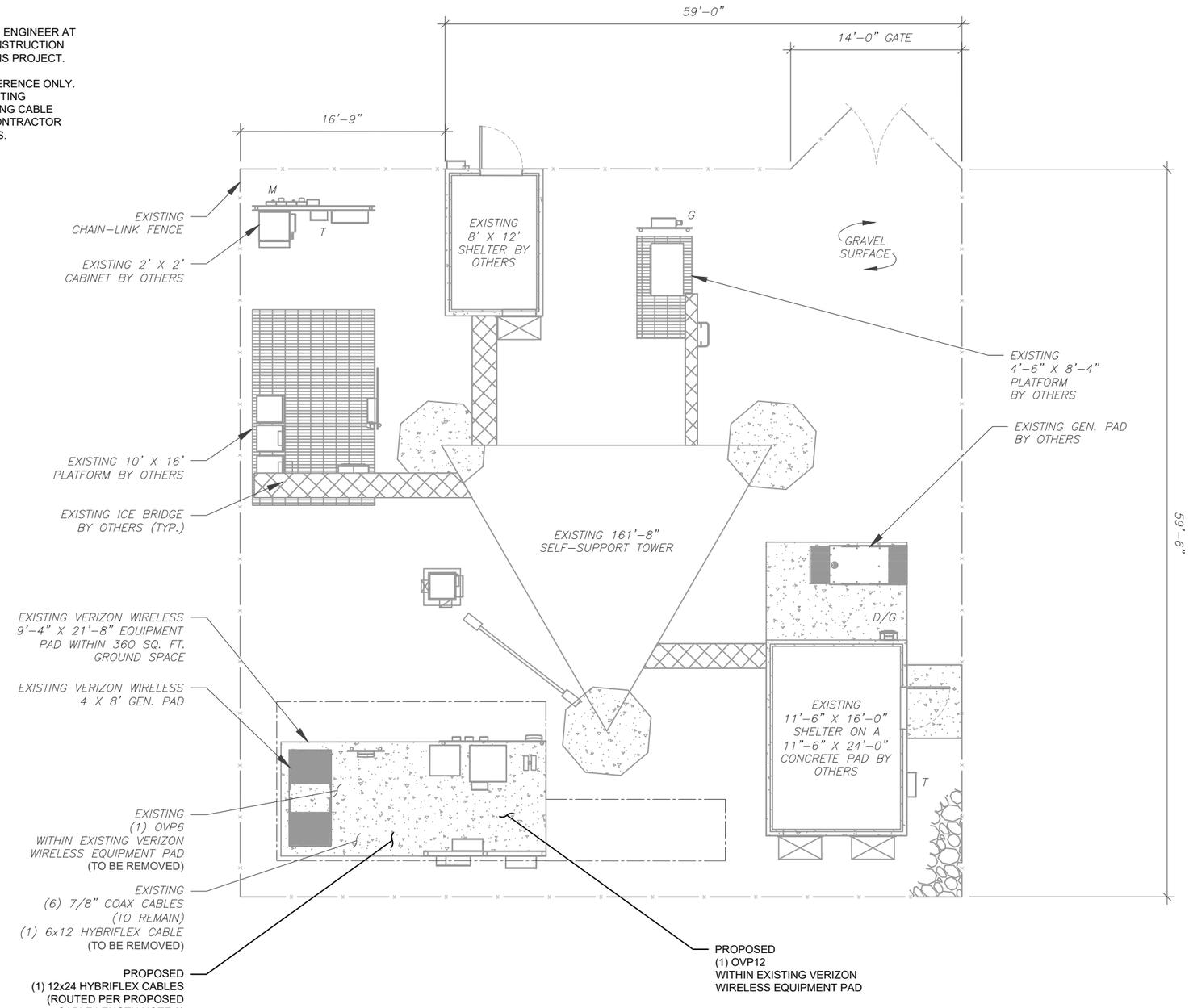
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SITE PLAN NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.
3. THIS PROJECT CONTAINS NO ELECTRICAL SCOPE.

LEGEND

⊗	GROUNDING TEST WELL
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACAL
HH, V	HAND HOLE, VAULT
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
M	METER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
——x——	CHAINLINK FENCE



1 DETAILED SITE PLAN
SCALE: 1" = 10'

0 10' 20'

SCALE: 1"=10' (11X17)
1"=5' (22X34)

PROPOSED CABLE LENGTH:

1. ESTIMATED LENGTH OF PROPOSED CABLE IS **135'**. ESTIMATED LENGTH OF CABLE WAS PROVIDED BY CUSTOMER OR CALCULATED BY ADDING THE RAD CENTER AND THE DISTANCE FROM THE SHELTER ENTRY PLATE TO THE TOWER (ALONG THE ICE BRIDGE) AND A SAFETY FACTOR MEASUREMENT OF 15% (OF THE TWO PREVIOUS VALUES), CDS DEFER TO GREATEST CABLE LENGTH.
2. ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS. WHERE POSSIBLE UTILIZE EXISTING CABLE SUPPORT STRUCTURES AS PROVIDED FOR CARRIER TO ADEQUATELY SECURE CABLES, USING EITHER APPROPRIATELY SIZED STAINLESS STEEL SNAP-INS OR MOUNTING HARDWARE AND BRACKETS AS SPECIFIED BY CABLE MANUFACTURER. OTHERWISE, ATTACH CABLES TO HORIZONTAL OR DIAGONAL TOWER MEMBERS USING PROPOSED STAINLESS STEEL ADAPTERS (DO NOT ATTACH TO TOWER LEG).

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SITE ADDRESS:
1606 WHITAKER DR
FRIENDSWOOD, TX 77546-5403

SEAL:



FIRM# (TX FIRM# F-19415) 06/11/21

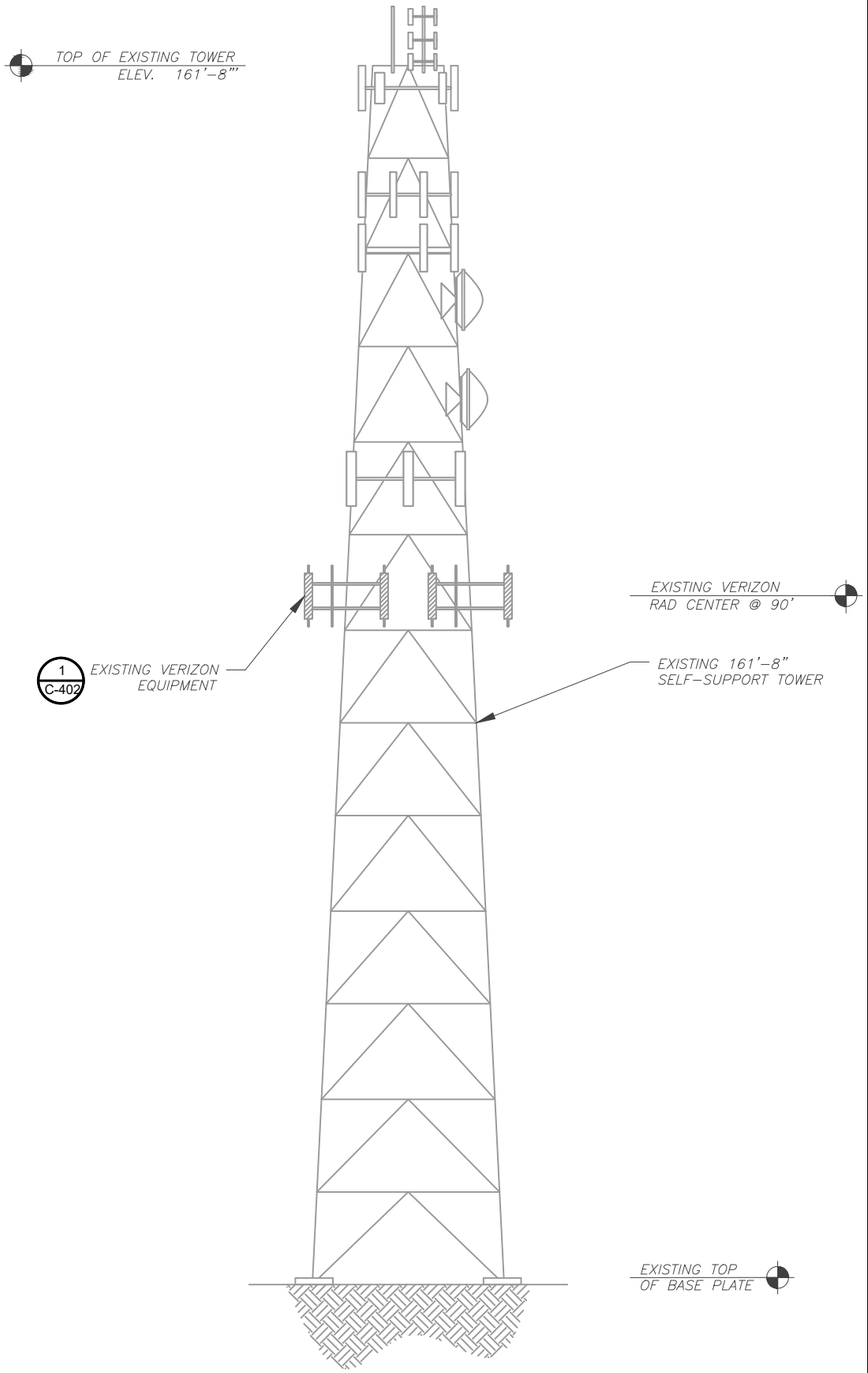
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DATE DRAWN:	06/11/21
ATC JOB NO:	13662792
CUSTOMER NAME:	CHIGGER CREEK-HGCW-TX
CUSTOMER ID:	255461

DETAILED SITE PLAN

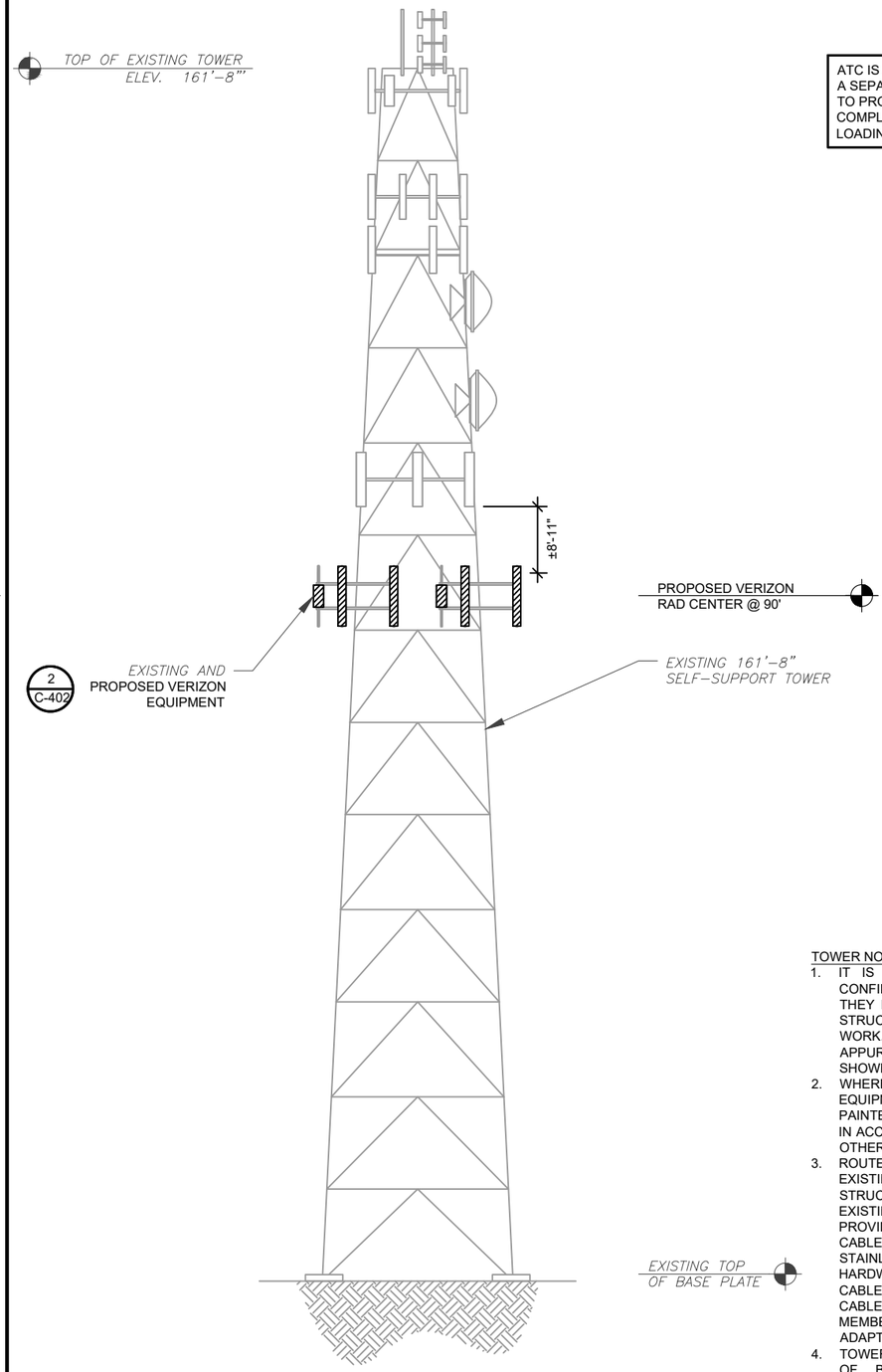
SHEET NUMBER:	REVISION:
C-101	0

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1 EXISTING TOWER ELEVATION

SCALE: N.T.S.



2 PROPOSED TOWER ELEVATION

SCALE: N.T.S.

ATC IS ANALYZING THE ANTENNA MOUNT UNDER A SEPARATE PROJECT. CONSTRUCTION IS NOT TO PROCEED UNTIL THE MOUNT ANALYSIS IS COMPLETE AND INDICATES THE ADDITIONAL LOADING DOES NOT OVERSTRESS THE MOUNT

TOWER NOTE:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM WITH THE PROJECT MANAGER THAT THEY HAVE THE MOST RECENT VERSION OF THE STRUCTURAL ANALYSIS BEFORE COMMENCING WORK. EXISTING AND PROPOSED TOWER APPURTENANCES, MOUNTS, AND ANTENNAS ARE SHOWN BASED ON THE STRUCTURAL ANALYSIS.
2. WHERE APPLICABLE, ALL NEW ANTENNAS, EQUIPMENT, MOUNTS, CABLING, ETC. SHALL BE PAINTED/SOCKED TO MATCH EXISTING EQUIPMENT IN ACCORDANCE WITH FAA, JURISDICTION, AND/OR OTHER LOCAL REQUIREMENTS.
3. ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS. WHERE POSSIBLE UTILIZE EXISTING CABLE SUPPORT STRUCTURES AS PROVIDED FOR CARRIER TO ADEQUATELY SECURE CABLES, USING EITHER APPROPRIATELY SIZED STAINLESS STEEL SNAP-INS OR MOUNTING HARDWARE AND BRACKETS AS SPECIFIED BY CABLE MANUFACTURER. OTHERWISE, ATTACH CABLES TO HORIZONTAL OR DIAGONAL TOWER MEMBERS USING PROPOSED STAINLESS STEEL ADAPTERS (DO NOT ATTACH TO TOWER LEG).
4. TOWER ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE TO MATCH STRUCTURAL ANALYSIS. ELEVATIONS DO NOT REFLECT TRUE ABOVE GROUND LEVEL (A.G.L.)

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SITE ADDRESS:
1606 WHITAKER DR
FRIENDSWOOD, TX 77546-5403

SEAL:



FIRM# (TX FIRM# F-19415) 06/11/21

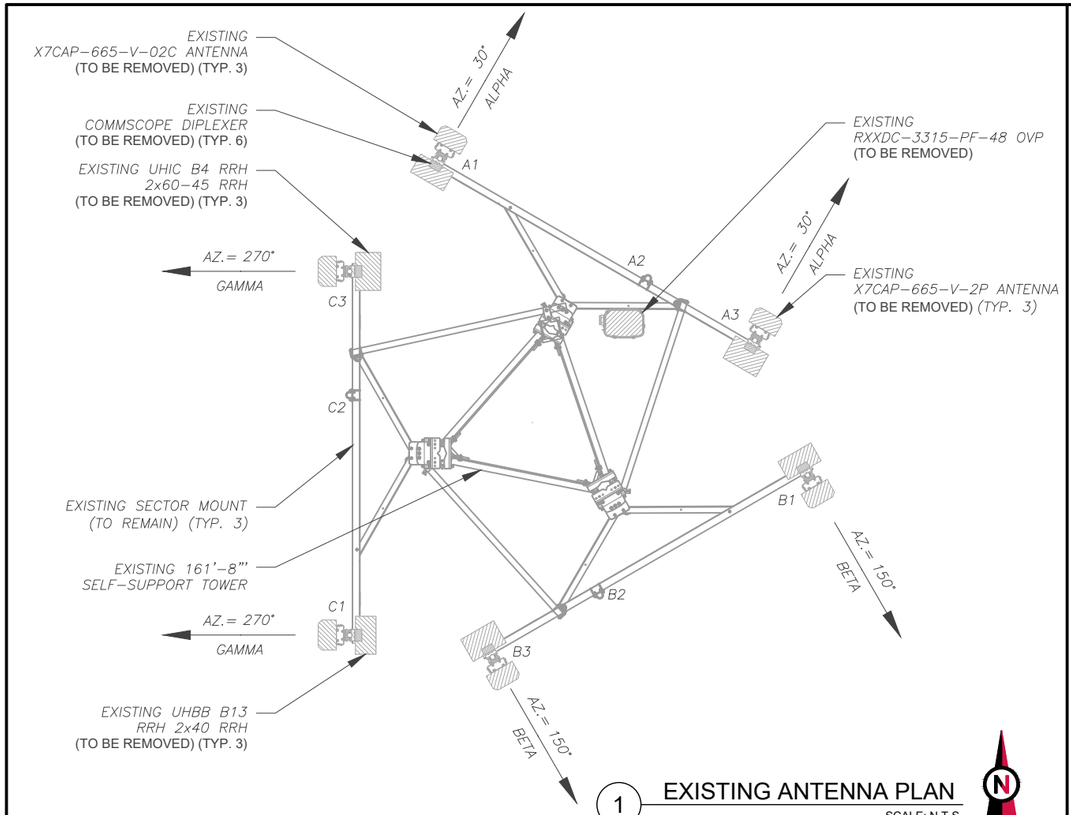
verizon

DATE DRAWN:	06/11/21
ATC JOB NO:	13662792
CUSTOMER NAME:	CHIGGER CREEK-HGCW-TX
CUSTOMER ID:	255461

TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-201	0

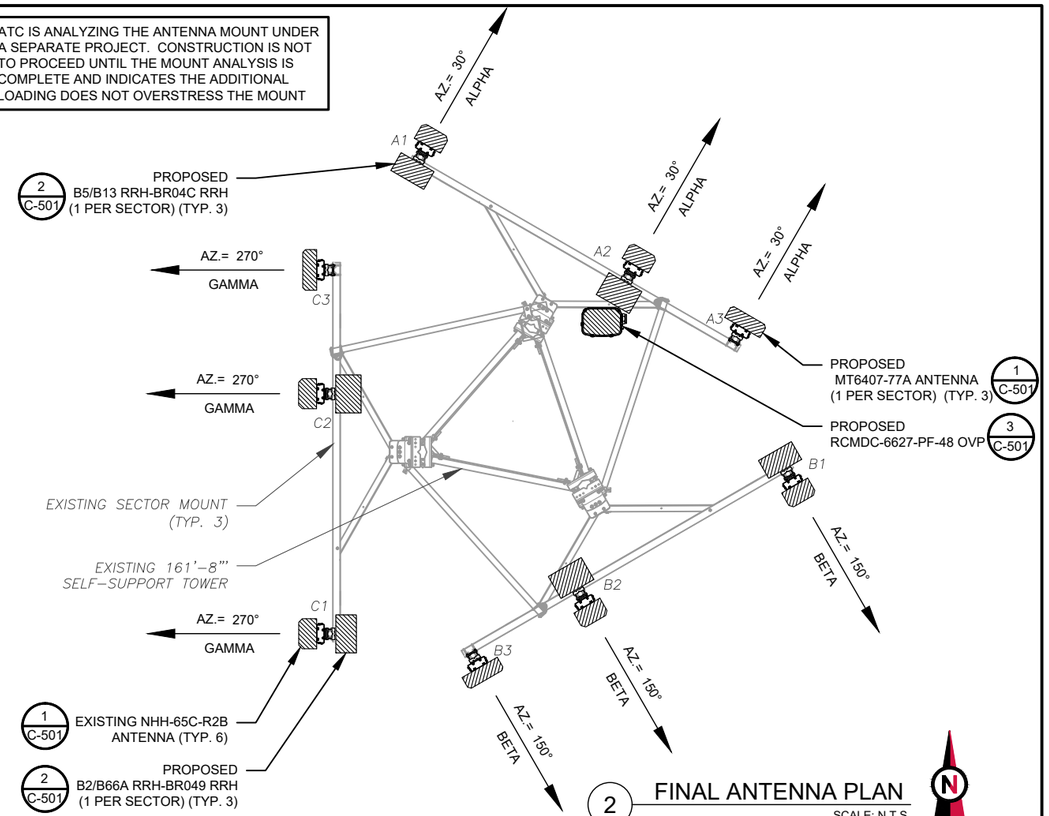
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1 EXISTING ANTENNA PLAN

SCALE: N.T.S.

ATC IS ANALYZING THE ANTENNA MOUNT UNDER A SEPARATE PROJECT. CONSTRUCTION IS NOT TO PROCEED UNTIL THE MOUNT ANALYSIS IS COMPLETE AND INDICATES THE ADDITIONAL LOADING DOES NOT OVERSTRESS THE MOUNT



2 FINAL ANTENNA PLAN

SCALE: N.T.S.

EXISTING ANTENNA SCHEDULE

LOCATION			ANTENNA SUMMARY				NON ANTENNA SUMMARY	
SECTOR	RAD	AZ	POS	ANTENNA	BAND	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
ALPHA	90'	30°	A1	X7CAP-665-V-02C	LTE 700	RMN	(1) UHBB B13 RRH 2x40 (1) COMMSCOPE DIPLEXER	RMV RMV
			A2	–	–	–	–	–
			A3	X7CAP-665-V-2P	LTE 1900/LTE AWS	RMN	(1) UHIC B4 RRH 2x60-4R (1) COMMSCOPE DIPLEXER	RMV RMV
BETA	90'	150°	B1	X7CAP-665-V-02C	LTE 700	RMN	(1) UHBB B13 RRH 2x40 (1) COMMSCOPE DIPLEXER	RMV RMV
			B2	–	–	–	–	–
			B3	X7CAP-665-V-2P	LTE 1900/LTE AWS	RMN	(1) UHIC B4 RRH 2x60-4R (1) COMMSCOPE DIPLEXER	RMV RMV
GAMMA	90'	270°	C1	X7CAP-665-V-02C	LTE 700	RMN	(1) UHBB B13 RRH 2x40 (1) COMMSCOPE DIPLEXER	RMV RMV
			C2	–	–	–	–	–
			C3	X7CAP-665-V-2P	LTE 1900/LTE AWS	RMN	(1) UHIC B4 RRH 2x60-4R (1) COMMSCOPE DIPLEXER	RMV RMV

NOTES

1. CONFIRM WITH VERIZON REP FOR APPLICABLE UPDATES/REVISIONS AND MOST RECENT RFDS FOR NSN CONFIGURATION (CONFIG). GC TO CAP ALL UNUSED PORTS.
2. CONFIRM SPACING OF PROPOSED EQUIP DOES NOT CAUSE TOWER CONFLICTS NOR IMPEDE TOWER CLIMBING PEGS.
3. TEP DID NOT VERIFY THE EXISTING LOADING. LOADING DATA PROVIDED BY ATC AND VERIZON.

STATUS ABBREVIATIONS

RMV: TO BE REMOVED
RMN: TO REMAIN
REL: TO BE RELOCATED
ADD: TO BE ADDED

CABLE LENGTHS FOR JUMPERS

JUNCTION BOX TO RRU: 15'
RRU TO ANTENNA: 10'

FINAL ANTENNA SCHEDULE

LOCATION			ANTENNA SUMMARY				NON ANTENNA SUMMARY	
SECTOR	RAD	AZ	POS	ANTENNA	BAND	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
ALPHA	90'	30°	A1	NHH-65C-R2B	LTE 700/850/1900/AWS/AWS3 5G 850	ADD	(1) B5/B13 RRH-BR04C	ADD
			A2	NHH-65C-R2B	5G L-SUB6	ADD	(1) B2/B66A RRH-BR049	ADD
			A3	MT6407-77A	LTE 700/850/1900/AWS/AWS3 5G 850	ADD	-	-
BETA	90'	150°	B1	NHH-65C-R2B	LTE 700/850/1900/AWS/AWS3 5G 850	ADD	(1) B5/B13 RRH-BR04C	ADD
			B2	NHH-65C-R2B	5G L-SUB6	ADD	(1) B2/B66A RRH-BR049	ADD
			B3	MT6407-77A	LTE 700/850/1900/AWS/AWS3 5G 850	ADD	-	-
GAMMA	90'	270°	C1	NHH-65C-R2B	LTE 700/850/1900/AWS/AWS3 5G 850	ADD	(1) B5/B13 RRH-BR04C	ADD
			C2	NHH-65C-R2B	5G L-SUB6	ADD	(1) B2/B66A RRH-BR049	ADD
			C3	MT6407-77A	LTE 700/850/1900/AWS/AWS3 5G 850	ADD	-	-

EXISTING FIBER DISTRIBUTION/OVP BOX		EXISTING CABLING SUMMARY		
MODEL NUMBER	STATUS	COAX	HYBRIFLEX	STATUS
–	–	(6) 7/8"	–	RMN
(1) RXXDC-3315-PF-48	RMV	–	(1) 6X12	RMV

FINAL FIBER DISTRIBUTION / OVP BOX		FINAL CABLING SUMMARY		
MODEL NUMBER	STATUS	COAX	HYBRIFLEX	STATUS
–	–	(6) 7/8"	–	RMN
(1) RCMDC-6627-PF-48	ADD	–	(1) 12X24	ADD

3 EQUIPMENT SCHEDULES

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VERIZON SITE NAME:
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SITE ADDRESS:
1606 WHITAKER DR
FRIENDSWOOD, TX 77546-5403

SEAL:



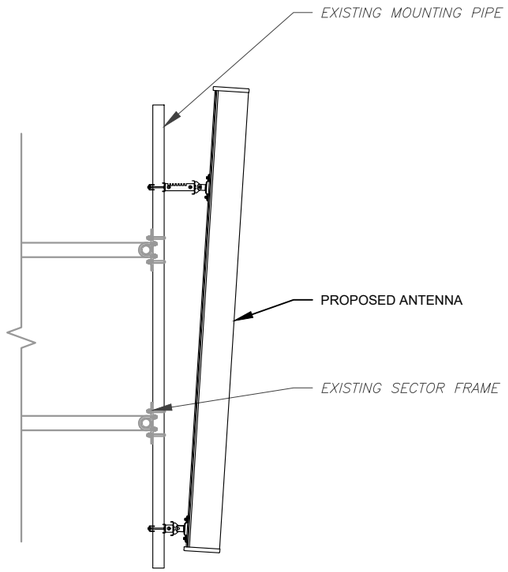
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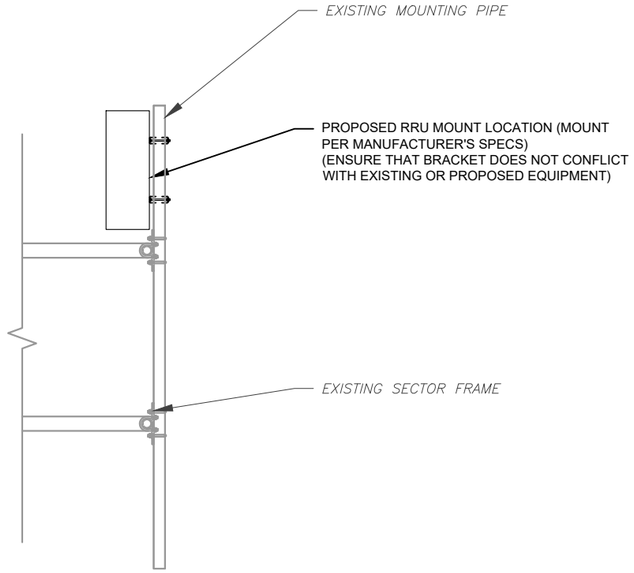
DATE DRAWN:	06/11/21
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CUSTOMER ID:	255461

ANTENNA INFORMATION & SCHEDULE

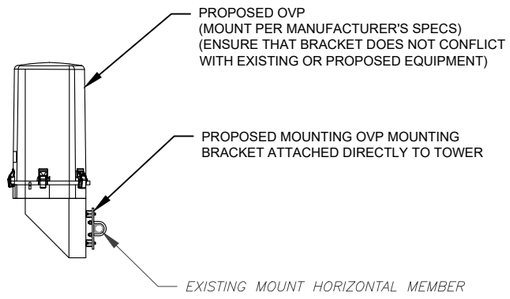
SHEET NUMBER:	REVISION:
C-401	0



1 PROPOSED ANTENNA MOUNTING DETAIL - TYPICAL
SCALE: N.T.S.



2 PROPOSED RRU MOUNTING DETAIL - TYPICAL
SCALE: N.T.S.



3 PROPOSED OVP MOUNTING
SCALE: N.T.S.

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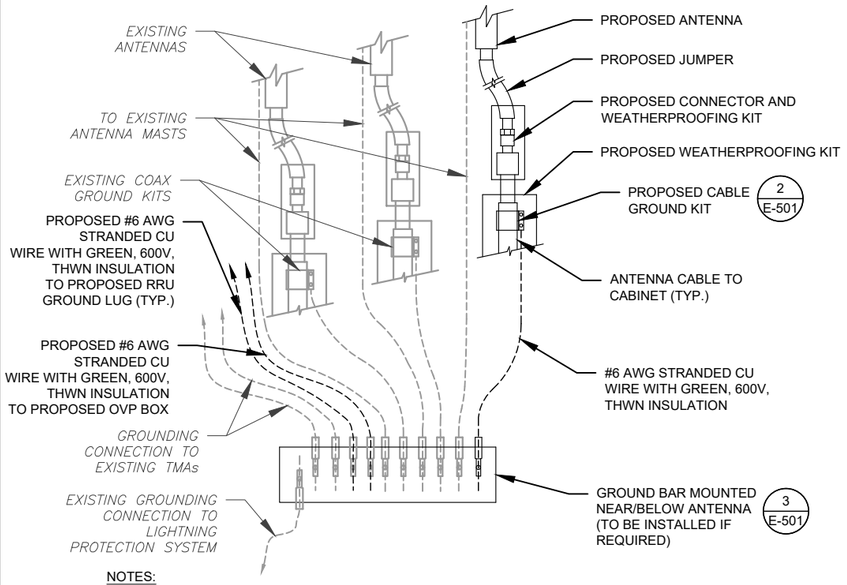
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CONSTRUCTION DETAILS

SHEET NUMBER:	REVISION:
C-501	0

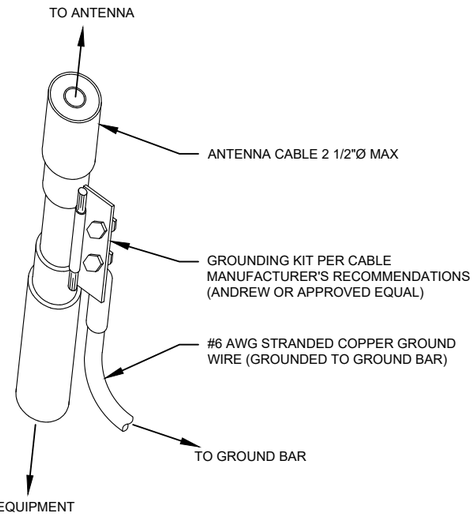


NOTES:

1. THIS DETAIL IS INTENDED TO SHOW THE GENERAL GROUNDING REQUIREMENTS. SLIGHT ADJUSTMENTS MAY BE REQUIRED BASED ON EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS AS NEEDED AND INFORM THE CONSTRUCTION MANAGER OF ANY CONFLICTS.
2. SITE GROUNDING SHALL COMPLY WITH VERIZON GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.

1 TYPICAL ANTENNA GROUNDING DIAGRAM

SCALE: N.T.S.

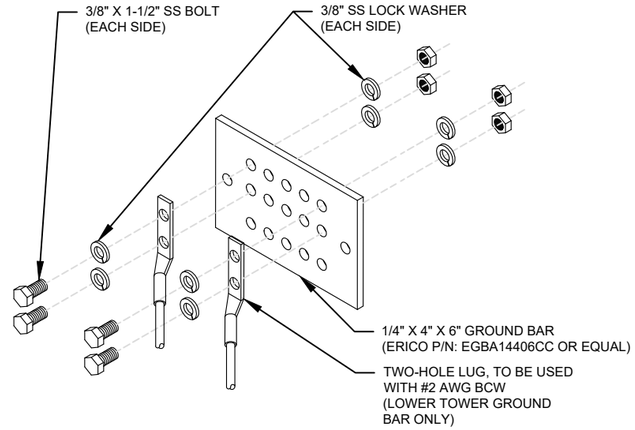


GROUND KIT NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. CONTRACTOR SHALL PROVIDE WEATHERPROOFING KIT (ANDREW PART NUMBER 221213) AND INSTALL/TAPE PER MANUFACTURER'S SPECIFICATIONS.

2 CABLE GROUND KIT CONNECTION DETAIL

SCALE: N.T.S.



GROUND BAR NOTES:

1. GROUND BAR KITS COME WITH ALL HARDWARE, NUTS, BOLTS, WASHERS, ETC. EXCEPT THE STRUCTURAL MOUNTING MEMBER(S).
2. GROUND BAR TO BE BONDED DIRECTLY TO TOWER.

3 TOWER GROUND BAR DETAIL

SCALE: N.T.S.

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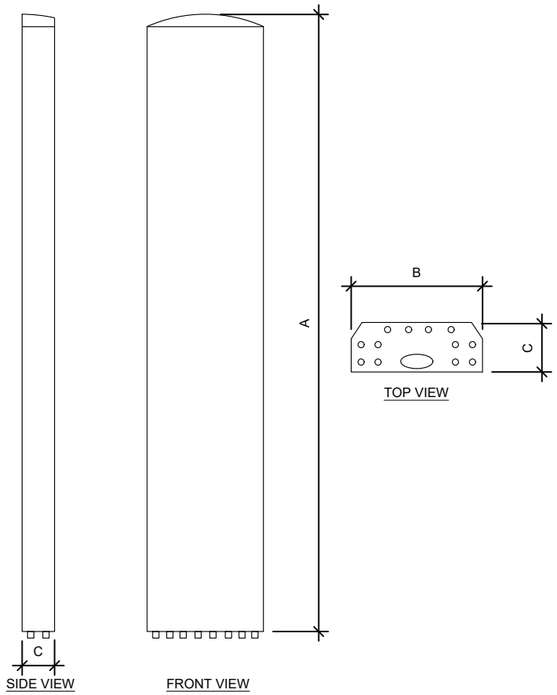
FIRM# (TX FIRM# F-19415) 06/11/21

verizon

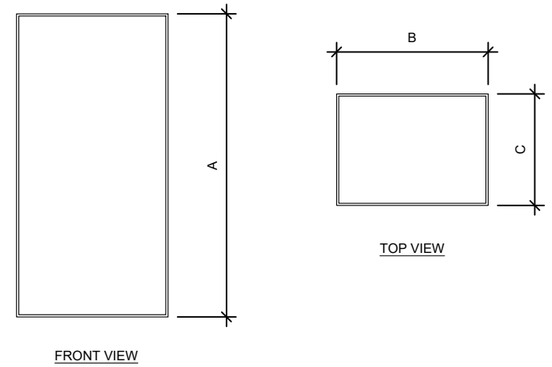
DATE DRAWN:	06/11/21
ATC JOB NO:	13662792
CUSTOMER NAME:	CHIGGER CREEK-HGCW-TX
CUSTOMER ID:	255461

GROUNDING DETAILS

SHEET NUMBER:	REVISION:
E-501	0



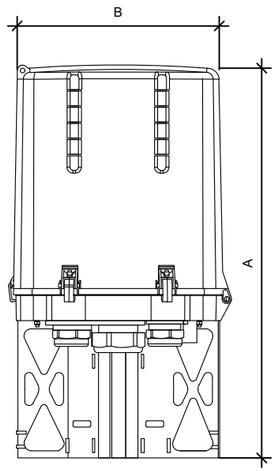
SIDE VIEW FRONT VIEW TOP VIEW



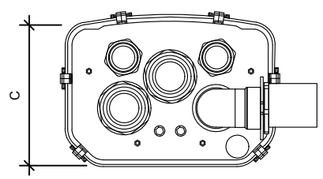
FRONT VIEW TOP VIEW

ANTENNA SPECIFICATIONS				
ANTENNA MODEL	A	B	C	WEIGHT (LBS)
MT6407-77A	35.1"	16.1"	5.5"	81.6
NHH-65C-R2B	96.0"	11.9"	7.1"	51.6

RRU SPECIFICATIONS				
RRU MODEL	A	B	C	WEIGHT (LBS)
B2/B66A RRHBR049	15.0"	15.0"	10.0"	84.4
B5/B13 RRH-BR04C	15.0"	15.0"	8.1"	70.3



FRONT VIEW



TOP VIEW

OVP SPECIFICATIONS				
RAYCAP MODEL	A	B	C	WEIGHT (LBS)
RCMDC-6627-PF-48	29.5"	16.5"	12.6"	32.0

- EQUIPMENT SPECIFICATIONS

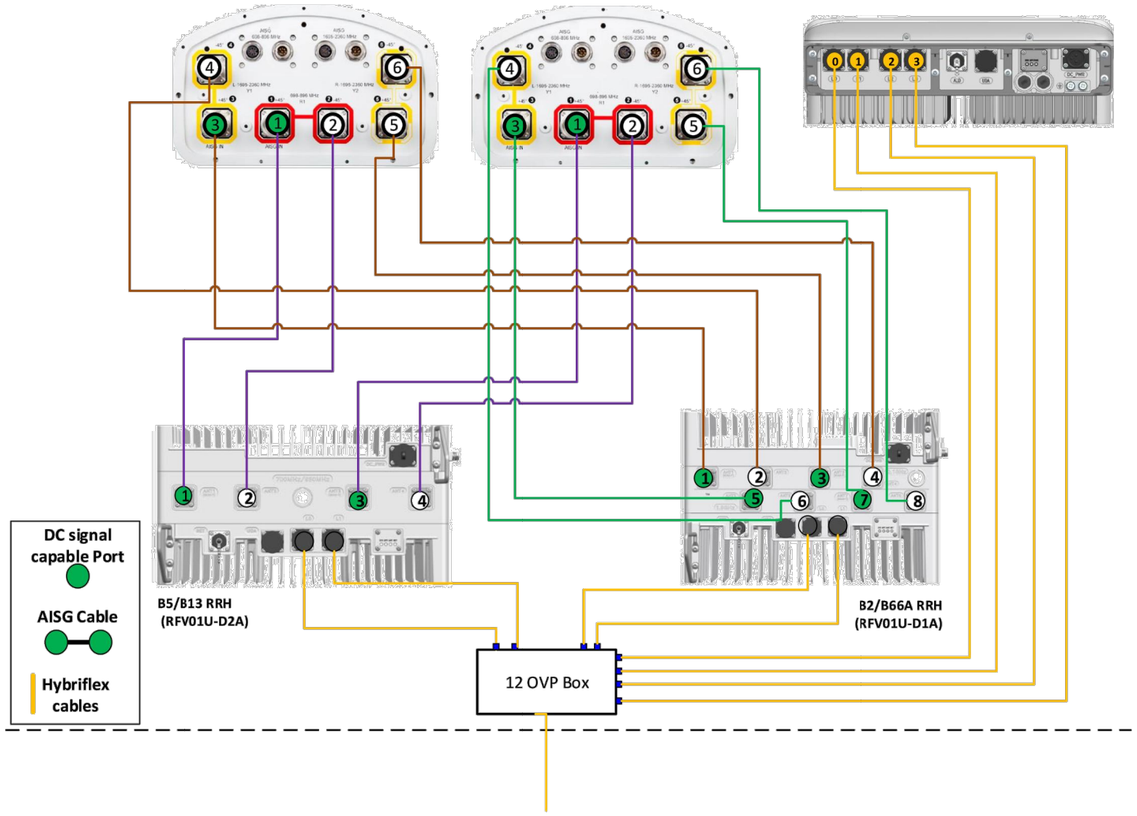
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SUPPLEMENTAL

SHEET NUMBER: R-601

REVISION: -

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- PLUMBING DIAGRAM

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SUPPLEMENTAL

SHEET NUMBER: R-602

REVISION: -

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