

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
JANUARY 10, 2022



TM

AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:00 PM ON MONDAY, JANUARY 10, 2022, IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

5:00 PM – REGULAR MEETING

1. CALL TO ORDER

2. INVOCATION

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 COMMENT

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall 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. WORK SESSION TOPICS

- A. Receive and discuss a presentation regarding the 2021 Charter Review Committee's Report.

7. APPENDIX C ZONING ORDINANCE AMENDMENTS REGARDING COMMUNITY CARE HOMES

- A. Conduct a public hearing regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 -Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site

nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."

- B. Consideration and possible action regarding the first reading of an ordinance amending Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 -Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."

8. CITY MANAGER'S REPORT

- A. Present an update regarding Employee Service Awards.
- B. Present an update regarding Library Gala ticket sales.

9. BUSINESS ITEMS

- A. Discuss and take possible action approving a license agreement with the Avalon at Friendswood Community Association, Inc. to maintain the medians on Friendswood Parkway.
- B. Discuss and take possible action ratifying the City Manager's signature on a contract to purchase and close on 704 N. Clear Creek Drive, Friendswood Texas, also known as Lot 17 of Friendswood Forest, a subdivision in Galveston County, and a lease agreement with Ms. Glenda Gatten for said property.
- C. Discussion and take possible action approving the award of a guaranteed maximum price contract for construction services for Fire Station 2 Reconstruction and Training Field Upgrades.
- D. Discussion and take possible action approving the award of a guaranteed maximum price contract for construction services for Public Safety Building Expansion.
- E. Discuss and take possible action authorizing the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General and Special Elections to be held on May 7, 2022.
- F. Discuss and take possible action authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County, Texas, for the City's General and Special Elections to be held on May 7, 2022.

10. RESOLUTIONS & ORDINANCES

- A. Consideration and possible action on the second and final reading of an ordinance regarding the street name change of Friendswood Lakes Boulevard to Friendswood Parkway, to include the existing thoroughfare from

FM 528/West Parkwood Avenue to the League City and Friendswood city limit and the future thoroughfare planned from FM 528/West Parkwood Avenue to the Pearland and Friendswood city limit.

- B. Consideration and possible action regarding the first and final reading of a proposed ordinance amending City of Friendswood, Texas, Ordinance No. 2021-22, passed and approved September 13, 2021, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment IV" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

11. CONSENT AGENDA

- A. Consider ratifying the City Manager's acceptance of Avalon at Friendswood Section 1 public paving and utilities improvement project into the contractor's one-year maintenance period.
- B. Consider ratifying the City Manager's acceptance of Avalon at Friendswood public improvements Lift Station project into the contractor's one-year maintenance period.
- C. Consider authorizing the acceptance of the Red Ball Oxygen waterline improvements project into the contractor's one-year maintenance period.
- D. Consider approving the ratification of the Mayor's signature on a contract extension with Galveston County for 2017 Road Bond Projects.
- E. Consider approving a lease agreement between the City of Friendswood and The Harbor Church for temporary fire station operations.
- F. Consider approving the purchase of 175 round sealed sanitary sewer frame and cover assemblies for the Public Works department.
- G. Consider approving the disposal of a decommissioned Police Department vehicle through Houston Auto Auction.
- H. Consider approving the disposal of two decommissioned Parks department pieces of equipment through online auction at www.publicsurplus.com.
- I. Consider accepting the November 2021 tax report.

12. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

13. ADJOURNMENT

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

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. 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 THE 6TH DAY OF JANUARY, 2022, AT 5:30 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: January 10, 2022

Date submitted: 12/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding the 2021 Charter Review Committee's Report.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Since it's commission this past summer, the Charter Review Committee has held a total of ten meetings and reviewed the Charter, in it's entirety, multiple times. The Committee is pleased to present the attached report to Mayor and Council.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

The Committee's recommendations are contained in the attached report; seeking a Special Election in May of 2022.

ATTACHMENTS

1. 2021 Charter Review Commission DRAFT Final Report
2. Charter Review Commission Final Report 2021 - Short Version



CITY OF FRIENDSWOOD

2021 CHARTER REVIEW COMMISSION FINAL REPORT

**SUBMITTED TO CITY COUNCIL
JANUARY 10, 2022**

TABLE OF CONTENTS

INTRODUCTION BY CHAIR AND VICE-CHAIR.....- 3 -

CITY COUNCIL CHARGE.....- 3 -

JUSTIFICAITON, RANKINGS AND CLASSIFICAITONS- 3 -

RECOMMENDED CHANGES TO CHARTER- 4 -

POLICIES AND PROCEDURES- 5 -

SUBMITTED BY- 5 -

RECOMMENDED CHARTER AMENDMENTS.....- 6 -

TIER 1- 6 -

TIER 2- 10 -

SECTIONS FOR FUTURE COMMISSIONS- 11 -

INTRODUCTION BY CHAIR AND VICE-CHAIR

The Charter Review Commission (the “Commission”) met 9 times over the last 5.5 months, totaling over 15 hours. The Commissioners reviewed the Charter of the City of Friendswood (the “Charter”) from beginning to end multiple times, while taking into consideration past suggestions, as well as input from the staff, council, and the public as they considered the proposed amendments.

The 2021 Commission’s membership consisted of Robin Hall, Chairperson, James Nye, Vice Chairperson, Kitten Brizendine, Ron Cox, Bill Provenzano, Dave Smith, and Judy Wiggins. Assisting in the Commission’s efforts were City of Friendswood staff, Morad Kabiri, City Manager, Mary Kay Fischer, City Attorney, Karen Horner, City Attorney, and Lettie Brysch, City Secretary.

In reviewing the Charter, the Commissioners wanted to make sure that the important issues are the ones presented to the voters, and although there are other changes that could be made, the Commissioner’s focused on proposing those changes that best met their goals. The Commission’s goals were to: (1) streamline processes, (2) to ensure transparency, and (3) to keep up with the technological advancements impacting the city and its operations.

CITY COUNCIL CHARGE

Section 11.09 (a) of the Charter stated in part that the duties of the Charter Review Commission are to:

- (1) Inquire into the operation of the City government under the Charter provisions and determine whether any such provisions require revision. To this end public hearings may be held.
- (2) Propose, if it deems desirable, amendments to this Charter to improve the effective application of the Charter to current conditions.
- (3) Report its findings and present its proposed amendments, if any, to the Council.

As such the Commission is submitting its final report of its activities and recommendations for Council’s review and possible action.

JUSTIFICATION, RANKINGS AND CLASSIFICATIONS

A rigorous system was used to sort and rank all the changes that should be made to the Charter. Several cyclical series of discussions were used through the sections with each cycle eliminating sections that did not need further review. A consensus technique was used during all but the final cycle when a vote was held for each proposed change.

The Commission used the following criteria when considering which items would move forward as a proposed recommendation to the Council:

1. Does the proposal institutionalize a process promoting good government practice?
2. Does the proposal correct an omission?
3. Does the proposal create more openness or responsiveness in government?
4. Does the proposal create more efficiency or effectiveness in government?
5. Does the proposal clarify terms of the Charter?
6. Is the proposal easily understood?
7. Is the proposal just and fair?

8. Does the proposal attempt to address something substantive?

The ranking system consisted of a numerical system as noted below:

- 1 – Most important
- 2
- 3
- 4
- 5 – Least important

The Commission used the following classification and ranking system for its analysis:

- No Change – if the Commission does not think that any change is necessary.
- Housekeeping – if the Commission believes that the change is just a clean-up.
- Efficiency – if the change is trying to do something that will make the City's operations more efficient.
- Conformance to law – if the item is not currently in conformance to the law and it needs to change. This is intended to prevent future contradictions to state law, as amended.
- Substantive Change – if there is a substantive change, i.e., restructuring the City Secretary position.

RECOMMENDED CHANGES TO CITY CHARTER

The recommendations contained in this report passed unanimously by the Commission and are listed in charter order not in the priority order and are divided as follows:

➤ Tier 1 Recommendations

- 1. Section 3.04. Compensation
- 2. Section 3.09. Meetings of the City Council
- 3. Section 3.11. Ordinances in General
- 4. Section 3.11. Ordinances in General
- 5. Section 4.03. City Attorney
- 6. Section 4.04. City Secretary
- 7. Section 5.06. Action on Petitions
- 8. Section 8.03. Annual Budget
- 9. Section 8.05. Borrowing for Capital Improvements

➤ Tier 2 Recommendations

- 10. Section 2.01. General Powers
- 11. Section 3.02. Qualifications
- 12. Section 6.04. Canvassing and Election Results
- 13. Section 9.10. Public Service Corporations to File Annual Reports
- 14. Section 11.02. City Newspaper

The Commission unanimously recommends that each of the above items, both tiers, be placed on the May 2022 ballot.

POLICIES AND PROCEDURES

There are items of importance that are not addressed in the Charter but are vital to the City governance. These items are either silent or omitted from the Charter. Although these are essential to the operations of the City, they are too fluid to be in the Charter. The Commission recommends that these sections be addressed in the Policies and Procedures adopted by the City Council annually, or elsewhere as applicable. Please note, the section references made below are not a suggestion to amend the Charter itself.

- Section 3.03. Oath of Office – To write in the process for completing the oath of office in the Council’s Rules and Procedures.
- Section 3.10. Rules of Procedure – To review the definition of super majority.
- Section 3.11. Ordinances in General – To add a Council meeting.
- Section 4.02. Municipal Court – To add the requirement that the municipal court judge be a duly qualified and licensed attorney practicing law in the State of Texas.

CONCLUSION

The Commissioners would like to thank the Council for the opportunity to serve and hope that they have met the expectations of the City Council. Further, it is the desire of the Commissioners that the Council consider them for appointments to future Charter Review Commissions.

Once this final report is submitted to City Council, the Commission’s duties are complete; however, should City Council desire to discuss further, the Commissioners will remain available.

SUBMITTED BY

Charter Review Commission

Jim Nye, Vice-Chairperson	Kitten Brizendine, Commissioner
Ron Cox, Commissioner	Bill Provenzano, Commissioner
Dave Smith, Commissioner	Judy Wiggins, Commissioner

DETAILS OF RECOMMENDED CHARTER AMENDMENTS

TIER 1 RECOMMENDATIONS

Recommendation No. 1

➤ **Section 3.04. Compensation**

➤ **Classification/Rank** – Substantive Change, 1

➤ **Change**

- ~~Members of the Council shall serve without compensation; provided, however, that~~
 - (a) Commencing on January 1, 2030, the Mayor shall receive as compensation for his/her services the sum of one thousand and no/100 dollars (\$1,000) per month.
 - (b) Commencing on January 1, 2030, each Councilmember shall receive as compensation for his/her services the sum of five hundred and no/100 dollars (\$500) per month.
 - (c) The Mayor and each Councilmember they shall be entitled to all necessary expenses incurred in the performance of their official Council duties upon approval by the Council.
 - (d) The compensation to be paid pursuant to this section shall be adjusted annually based upon the applicable increase in the CPI-W beginning October 1, 2022.

Recommendation No. 2

➤ **Section 3.09. Meetings of the City Council**

➤ **Classification/Rank** – Efficiency, 2

➤ **Change**

- ~~The City Council shall establish the days and times of its regular meetings, but, hold at least one regular meeting each month. Except during declared emergencies, all regular meetings of the City Council shall be held within the corporate limits of the City. All meetings of the council shall be open to the public, except as authorized by state law. The City Council shall establish the days and times of its regular meetings. The City Council may hold special meetings as it deems necessary and appropriate, which may be called by the Mayor or by four members of the City Council. In no event shall any meeting of the City Council, regular or special, be held in any facility or at any location which is not readily accessible to the general public.~~

Recommendation No. 3

➤ **Section 3.11. Ordinances in General**

➤ **Classification/Rank** – Substantive Change, 1

➤ **Change**

- (b) Effective Date. Each ordinance shall be introduced in written, electronic, or printed form and, upon passage, shall take effect at the time indicated therein; provided that

any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective upon adoption or at a later time specified in the ordinance. The City Secretary shall give notice of the passage of every ordinance imposing a penalty, fine or forfeiture for a violation of the provisions thereof, by causing the caption of any such ordinance to be published in the official newspaper in the City of Friendswood.

Recommendation No. 4

➤ **Section 3.11. Ordinances in General**

➤ **Classification/Rank** – Substantive Change, 1

➤ **Change**

- (c) *Readings.* Ordinances that require one reading are those ordinances that:
- require a public hearing or more notice than required by the Texas Open Meetings Act;
- relate to the adoption or amendment to the budget;
- relate to the assessment, levy, or collection of taxes;
- relate to the calling of an election, or the canvassing of the returns and declaration of results of an election;
- relate to the incurring of indebtedness, including, specifically, the issuance or sale of bonds or certificates of obligation; or
- relate to the development or improvement of a street or an emergency if so declared by Council.

Recommendation No. 5

➤ **Section 4.03. City Attorney**

➤ **Classification/Rank** – Substantive Change, 1

➤ **Change**

- The ~~Council~~ City Manager shall appoint a competent and duly qualified and licensed attorney practicing law in the State of Texas, who shall be the attorney for the City (and may also be referred to as City Attorney). He/she shall receive for his/her services such compensation as may be fixed by the ~~Council~~ City Manager and shall hold his/her office at the pleasure of the ~~Council~~ City Manager. The City Attorney shall be the legal adviser of, and attorney for, all of the Offices and Departments of the City, and he/she shall represent the City in all litigation and legal proceedings; provided that the ~~Council~~ City Manager may retain special counsel at any time they deem appropriate and necessary. He/she shall review and concur or dissent upon all documents, contracts, and legal instruments in which the City may have an interest. The City Attorney shall perform other duties prescribed by this Charter, ordinance, or as directed by ~~Council~~ the City Manager.

Recommendation No. 6

➤ **Section 4.04. City Secretary**

➤ **Classification/Rank** – Substantive Change, 1

➤ **Change**

- Appointment. The ~~Council~~ City Manager shall appoint a City Secretary who shall act as the secretary to the Council and shall hold office at the pleasure of the ~~Council~~ City Manager. He/she shall be provided an office in the City Hall sufficient to maintain the records entrusted to his/her care and shall be entitled to a seat at the Council table at all official meetings.
- . . .
- (c) Compensation. The ~~Council~~ City Manager shall set the compensation of the City Secretary.

Recommendation No. 7

➤ **Section 5.06. Action on Petition**

➤ **Classification/Rank** – Conformance to Law, 1

➤ **Change**

- (b) Submission to voters. The vote of the City on a proposed or referred ordinance shall be held at a Special Election called for such purpose in accordance with subsection (a)(3) above. Copies of the proposed or referred ordinance shall be made available at the polls and shall also be made available at the City Secretary's Office and posted on the City's website for 15 days immediately preceding the election and shall be posted at the regular posting places for 15 days immediately preceding the election.

Recommendation No. 8

➤ **Section 8.03. Annual Budget**

➤ **Classification/Rank** – Substantive Change, 1

➤ **Change**

- Content. The budget shall provide a complete financial plan of all City funds and activities and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the Council may require. A budget message explaining the budget both in fiscal terms and in terms of the work programs shall be submitted with the budget. It shall outline the proposed financial policies of the City for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues, with reasons for such changes. It shall also summarize the City's debt position and include such other material as the manager deems desirable. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, the proposed property tax levy, and all proposed expenditures for the ensuing fiscal year, including debt service and an itemized estimate of the expense of conducting each department of the City. The proposed budget expenditures shall not exceed the total of estimated income. The budget shall be so arranged as to comply with state law ~~show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year, compared to the estimate for the budgeted year.~~ It shall also include, in separate sections:

- ~~(a) — Tax levies, rates, and collections for the preceding five years.~~
- ~~(a) — The amount required for interest on the City's debts, for sinking fund and for maturing serial bonds.~~
- ~~(a) — The total amount of outstanding City debts, with a schedule of maturities on bond issues.~~
- ~~(a) — Anticipated net surplus or deficit for the ensuing fiscal year of each utility owned or operated by the City and the proposed method of its disposition; subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendices to the budget.~~
- ~~(a) — A capital program, which may be revised and extended each year to indicate capital improvements pending or in process of construction or acquisition, and shall include the following items which shall be attached as appendices to the budget:~~
 - ~~(a) — A summary of proposed programs;~~
 - ~~(a) — A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;~~
 - ~~(a) — Cost estimates, method of financing and recommended time schedules for each such improvement; and~~
 - ~~(a) — The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.~~
 - ~~(a) — Such other information as may be required by the Council.~~
- ~~(b) *Submission.* On or before the first day of August of each year, the City Manager shall submit to the Council a proposed budget and an accompanying message. The Council shall review the proposed budget and revise as deemed appropriate prior to general circulation for public hearing.~~
- ~~(b) — *Public notice and hearing.* Any public hearing on the proposed budget shall be held and published in accordance with law. The Council shall post in the City Hall and publish in the official newspaper a general summary of its proposed budget and a notice stating:~~
 - ~~(b) — The times and places where copies of the message and budget are available for inspection by the public; and~~
 - ~~(c) The time and place, not less than ten nor more than 30 days after such publication, for a public hearing on the budget.~~

Recommendation No. 9

➤ Section 8.05. Borrowing for Capital Improvements

➤ Classification/Rank – Conformance to Law, 1

➤ Change

- (f) *Elections to authorize debt.* Notwithstanding any other provision contained in this Section 8.05 to the contrary, the Council shall only issue debt pursuant to state law and shall be prohibited from issuing certificates of obligation without voter approval ~~be prohibited from incurring debt not payable from then current revenues unless a~~

~~proposition therefor has been approved by the voters at a Special Election held for such purpose; provided, however, the Council shall be authorized to incur debt without the necessity of a Special Election if necessary due to an emergency or urgent public necessity, which emergency or urgent public necessity shall be expressed in the ordinance or resolution authorizing such debt.~~

TIER 2 RECOMMENDATIONS

Recommendation No. 10

- **Section 2.01. General Powers**
- **Classification/Rank** – Substantive Change, 1
- **Change**
 - Except as otherwise specifically provided in this Charter, the City shall have all powers possible for a Home Rule city to have under the Constitution and laws of the State of Texas as fully and completely as though they were expressly enumerated in this Charter, including the power to acquire property within Galveston, Harris and Brazoria Counties.

Recommendation No. 11

- **Section 3.02. Qualifications**
- **Classification/Rank** – Conformance to Law, 2
- **Change**
 - In addition to any other qualifications prescribed by law, the Mayor and each Councilmember shall ~~meet be a qualified voter the conditions of subsections 6.02(a), items (1), (2), and (3) while in office,~~ and shall reside within the City while in office.

Recommendation No. 12

- **Section 6.04. Canvassing and Election Results**
- **Classification/Rank** – Conformance to Law, 2
- **Change**
 - Canvassing. Returns of the elections, general and special, shall be made by the election officers to the city council and the council shall canvass the returns and declare the results of such election in accordance with state law.~~The returns of every municipal election shall be delivered from the election judges to the City Secretary at City Hall not later than three hours after the closing of the polls, or as soon thereafter as is reasonably practicable. One extra copy shall be delivered for the Mayor at this time. The Council shall canvass the returns in sufficient time to declare the official results of the election at the next regular Council meeting after the closing of the polls. The returns of every municipal election shall be recorded in the minutes of the Council, by totals for each candidate, or, for or against each issue submitted.~~

Recommendation No. 13

➤ **Section 9.10. Public Service Corporations to File Annual Reports**

➤ **Classification/Rank** – Efficiency, 2

➤ **Change**

- The Council shall may require all public service corporations operating within the corporate limits of the City to file a sworn annual report of the receipts from the operation of the said business for the current year, how expended, how much thereof for betterments or improvements, the rate of tolls or charges for services rendered to the public, and any other facts or information that the Council may deem pertinent for its use, including reports on operations within the City in intelligently passing upon any questions that may arise between the City and the said public service corporations; said reports to be filed with the City Secretary, and preserved for the use of the City Council. Such reports shall be reviewed annually by the Council to determine the propriety of the rates being charged.

Recommendation No. 14

➤ **Section 11.02. City Newspaper**

➤ **Classification/Rank** – Efficiency, 1

➤ **Change**

- The Council shall, at a minimum, biennially designate a public newspaper of general circulation in the City as official publication thereof, and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required by this Charter, by the ordinances of the City, or by the Constitution and/or laws of the State of Texas to be published.

SECTIONS FOR FUTURE COMMISSIONS

The Commission understands that not all of the 14 recommended amendments maybe placed on the May 2022 ballot. As such, the Commission recommends that those resulting changes, along with those listed below be considered by the next Charter Review Commission in the next three years and not wait the full five years as some of the lower priority items never seem to make it to the ballot.

- Section 2.06. Limitation of Liability for Damages
- Section 3.05. Mayor and Mayor Pro Tem
- Section 3.14. Authentication and Recording
- Section 5.01. General Authority
- Section 5.04. Determination of Sufficiency
- Section 5.08. Power of Recall
- Section 6.01. City Elections
- Section 6.02. Filing for Office

Members of the Charter Review Commission

Robin Hall, Chair

James H. Nye, Vice Chair

Kitten Brizendine

Ron Cox

Bill Provenzano

Former Mayor Dave Smith

Judy Wiggins

Met 10 times over the last 5½ months

Reviewed the Charter multiple times



Overall Comments

- The Commission's goals were:
 - to streamline processes,
 - to ensure transparency, and
 - to keep up with technological advancements.
- The recommendations contained in this report passed **unanimously** by the Commission and are divided as follows:
 - Tier 1 Recommendations and
 - Tier 2 Recommendations

Considerations in Making Recommendations

Does the proposal institutionalize a process promoting good government practice?

Does the proposal correct an omission?

Does the proposal create more openness or responsiveness in government?

Does the proposal create more efficiency or effectiveness in government?

Does the proposal clarify terms of the Charter?

Is the proposal easily understood?

Is the proposal just and fair?

Does the proposal attempt to address something substantive?

Classification and Ranking System

Classification System

- **No Change**
 - if the Commission does not think that any change is necessary.
- **Housekeeping**
 - if the Commission believes that the change is just a clean-up.
- **Efficiency**
 - if the change is trying to do something that will make the City's operations more efficient.
- **Conformance to law**
 - if the item is not in conformance to the law and it needs to change.
- **Substantive change**
 - if there is a substantive change, i.e., supervision of City Secretary.

Ranking System

1 – Most important

2

3

4

5 – Least important

Tier 1 Recommendations

No.	Section and Title	Brief Description
1	Sec. 3.04. Compensation	Amendment to compensate the members of the City Council monthly starting in 2030 as follows, subject to an annual CPI-W increase: Mayor \$1000 Councilmember \$ 500
2	Sec. 3.09. Meetings of the City Council	Amendment to conform meetings of the City Council to the requirements of state law.
3	Sec. 3.11. Ordinances in General	Amendment to require only the caption of ordinances prescribing a penalty, fine, or forfeiture to be published.
4	Sec. 3.11. Ordinances in General	Amendment to require only one reading of ordinances which require at least one public hearing or more notice than required under the Open Meetings Act.
5	Sec. 4.03. City Attorney	Amendment to allow the City Manager to appoint and supervise the City Attorney.
6	Sec. 4.04. City Secretary	Amendment to allow the City Manager to appoint and supervise the City Secretary.
7	Sec. 5.06. Action on Petitions	Amendment to require a proposed or referred ordinance be posted on the City's website instead of being posted at each polling location and on the City's notice boards.
8	Sec. 8.03. Annual Budget	Amendment to conform budget matters related to content and hearings to state law.
9	Sec. 8.05. Borrowing for Capital Improvements	Amendment to authorize Council to issue debt only to the extent allowed by law but require voter approval prior to the issuance of certificates of obligation.

Recommendation No. 1

- **Section**
 - 3.04. Compensation
- **Classification/Rank**
 - Substantive Change - 1
- **Change**
 - Amendment to compensate the members of the City Council monthly starting in 2030 as follows, subject to an annual CPI-W increase:

Mayor	\$1000
Councilmember	\$ 500

Recommendation No. 2

- **Section**
 - 3.09. Meetings of the City Council
- **Classification/Rank**
 - Efficiency - 2
- **Change**
 - Amendment to conform meetings of the City Council to the requirements of state law.

Recommendation No. 3

- **Section**

- 3.11 Ordinances in General

- **Classification/Rank**

- Substantive Change - 1

- **Change**

- Amendment to require only the caption of ordinances prescribing a penalty, fine, or forfeiture to be published.

Recommendation No. 4

- **Section**
 - 3.11 Ordinances in General
- **Classification/Rank**
 - Substantive Change - 1
- **Change**
 - Amendment to require only one reading of ordinances which require at least one public hearing or more notice than required under the Open Meetings Act.

Recommendation No. 5

- **Section**
 - 4.03. City Attorney
- **Classification/Rank**
 - Substantive Change - 1
- **Change**
 - Amendment to allow the City Manager to appoint and supervise the City Attorney.

Recommendation No. 6

- **Section**
 - 4.04. City Secretary
- **Classification/Rank**
 - Substantive Change - 1
- **Change**
 - Amendment to allow the City Manager to appoint and supervise the City Secretary.

Recommendation No. 7

- **Section**

- 5.06. Action on Petition

- **Classification/Rank**

- Conform to Law - 1

- **Change**

- Amendment to require a proposed or referred ordinance be posted on the City's website instead of being posted at each polling location and on the City's notice boards.

Recommendation No. 8

- **Section**
 - 8.03. Annual Budget
- **Classification/Rank**
 - Substantive Change - 1
- **Change**
 - Amendment to conform budget matters related to content and hearings to state law.

Recommendation No. 9

- **Section**

- 8.05 Borrowing for Capital Improvements

- **Classification/Rank**

- Conformance with Law - 1

- **Change**

- Amendment to authorize Council to issue debt only to the extent allowed by law but require voter approval prior to the issuance of certificates of obligation.

Tier 2 Recommendations

No.	Section and Title	Brief Description
10	Sec. 2.01 General Powers	Amendment to authorize the purchase of property within Galveston, Harris and Brazoria Counties.
11	Sec. 3.02. Qualifications	Amendment to remove qualifications required to file for office from this section, which pertains to qualifications while in office.
12	Sec. 6.04. Canvassing and Election Results	Amendment to conform the canvassing requirements to state law.
13	Sec. 9.10. Public Service Corporations to File Annual Reports	Amendment to allow Council to determine when public service corporations are required to file annual reports with the City.
14	Sec. 11.02. City Newspaper	Amendment to require the City Council to designate a public newspaper for its publications at least every two years.

Recommendation No. 10

- **Section**
 - 2.01. General Powers
- **Classification/Rank**
 - Substantive Change - 1
- **Change**
 - Amendment to authorize the purchase of property within Galveston, Harris and Brazoria Counties.

Recommendation No. 11

- **Section**
 - 3.02. Qualifications
- **Classification/Rank**
 - Conform to Law - 2
- **Change**
 - Amendment to remove qualifications required to file for office from this section, which pertains to qualifications while in office.

Recommendation No. 12

- **Section**

- 6.04. Canvassing and Election Results

- **Classification/Rank**

- Conform to Law - 2

- **Change**

- Amendment to conform the canvassing requirements to state law.

Recommendation No. 13

- **Section**

- 9.10. Public Service Corporations to File Annual Reports

- **Classification/Rank**

- Efficiency - 2

- **Change**

- Amendment to allow Council to determine when public service corporations are required to file annual reports with the City.

Recommendation No. 14

- **Section**
 - 11.02. City Newspaper
- **Classification/Rank**
 - Efficiency - 1
- **Change**
 - Amendment to require the City Council to designate a public newspaper for its publications at least every two years.

Sections for Future Charter Commissions

Sec. 2.06	Limitation of Liability for Damages
Sec. 3.05	Mayor and Mayor Pro Tem
Sec. 3.14	Authentication and Recording
Sec. 5.01	General Authority
Sec. 5.04	Determination of Sufficiency
Sec. 5.08	Power of Recall
Sec. 6.01	City Elections
Sec. 6.02	Filing for Office

Closing

*Thank
You*

- We would like to thank the Council for the opportunity to serve on the Commission.
- Commissioners would like to serve on the next Charter Review Commission in three years to continue their work on the additional amendments.
- Details about each of the changes that the Commission considered are in your report.

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: January 10, 2022

Date submitted: 11/15/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 -Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

These proposed changes are intended to bring our Zoning Ordinance in compliance with State Law regarding Community Care Homes. Chapter 123 of the Human Resources Code for the State of Texas defines a person with a disability as a person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak or breathe is substantially limited because the person has one of the 13 diagnoses defined in Section 123.002. Facilities that provide care to these classes of people are allowed by right in residentially zoned areas provided the exterior of the residential structure is not altered, house not more than 6 residents and 2 staff members, and are located not closer than one-half mile from another existing community home. Our current requirement of the S1 process is not necessary or allowed by State law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These proposed changes are intended to bring our Zoning Ordinance in compliance with State Law regarding Community Care Homes.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held December 9, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Clark and Hinckley were absent) on a motion to approve the requested ordinance amendments. See attached recommendation for additional information.

ATTACHMENTS

1. Community Home Redline Sec 7P6 Permitted Use Table
2. Community Home Redline Sec 20 Definitions

3. PZ Rec Memo Community Care Homes 12-14-2021

Section 7. Schedule of district regulations.

P. Permitted uses.

1. *Use of land and buildings.* Buildings, structures, land or premises shall be used only in accordance with the uses specifically permitted in the zoning district classification for the site subject to compliance with parking regulations, height and area requirements, special conditions and all other requirements of the zoning ordinance.
2. *Permitted use table.* The permitted uses in each specific zoning district are shown by means of symbols in the permitted use tables on the following pages. The letter "P" in the zoning district column opposite the listed permitted use means the use is permitted as a use of right in that district. The letter "S" in the zoning district column opposite the permitted use means the use is permitted in that zoning district only obtaining a specific use permit as set forth in section 9.G. No primary use shall be permitted in any district unless the letter "P" or the letter "S" appears opposite the listed permitted use. The letter "O" in the zoning district column means that the permitted use is for office functions only. Parking requirements are in section 8.F. The letters "NP" in the PUD-Mixed Use Zoning District column means those uses so specified are not permitted under any circumstance.
3. *Uses not listed.* Primary uses not listed in the permitted use table may be permitted in any district where similar uses are permitted. The function and locational requirements of the unlisted use must be consistent with the purpose and description of the zoning district, compatible with the permitted uses in the district, and be similar in traffic-generating capacity, noise, vibration, dust, odor, glare and heat producing characteristics.
4. *Accessory use.* A use which is customarily incidental to that of the primary existing use, which is located on the same lot or premises as the primary existing use, and which has the same zoning district classification shall be permitted as an accessory use without being separately listed as a permitted use.
5. *North America Industry Classification System (NAICS) Codes.* The activity descriptions in the current NAICS Codes prepared by the United States Executive Office of the President, Office of Management and Budget, shall be used to determine the primary establishment uses when reference is made in the tables to a designated standard industrial classification. Every January, community development staff shall determine if the manual has been revised. If the manual has been revised, such revisions and changes will be summarized in a written report and presented to the planning and zoning commission. The commission will make recommendations to council regarding adoption of the revised manual and appropriate changes to the zoning ordinance permitted use table. The commission may recommend that an ad hoc committee review and propose revisions to the permitted use table.
6. *Permitted use table.*

	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR- GHD	MFR- L	MFR- M	MFR- H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
6231	Nursing care facilities—Skilled nursing facilities							S	S		O	S				
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities	S1 <u>P</u>	S1 <u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>									
623311	Continuing care retirement communities (with on-site nursing)	S1	S1					S	S		O	S				
623312	Assisted living facilities for the elderly (without on-site nursing)	S1	S1					S	S		O	S				

Commented [BB1]: Remove S1 requirement to comply with state law- HRC Ch123 Community Home and DHHS Ch260 Boarding Home Facility. Permitted by right in any residential zoning district.

Created: 2021-04-15 12:15:01 [EST]

(Supp. No. 3, Update 1)

(a) Second floor and above.

(b) Legend:

1. P: Permitted.
2. S: Special use permit required.
3. O: Office use only.
4. Blank: Not permitted.

~~5. S1: Site plan approval required; these facilities shall be subject to the following additional supplemental requirements at the time the first permit, certificate of occupancy, or zoning compliance request is submitted:~~

- ~~a. A site plan shall be submitted showing the layout of the proposed site, including present and proposed structures, driveways, parking areas, loading and delivery areas, trash collection areas, or other improvements. A site plan submitted under this subsection shall be subject to review and recommendation to the city council by the planning and zoning commission and approval by the city council.~~
- ~~b. An elevation shall be submitted that shows the exterior of the structure and any and all proposed changes to any existing building, yard, or other improvements. A personal care facility shall maintain its residential appearance. In no case will parking lots or spaces be authorized in a front yard, nor may loading and delivery areas, trash collection areas, or recreation areas be located in the front yard or so as to be visible from the street of any personal care facility.~~
- ~~c. A copy of the state license authorizing the individual proposing the use to open and operate such a facility, or, if the license has not been granted, a copy of the application submitted to the state department of licensing and regulation for such a license, along with a list of the remaining approvals or requirements to be met in order to obtain such a license. Within 60 days of receipt of such license, and in any case, prior to the issuance by the city of a certificate of occupancy for the facility, a copy of such state license shall be provided to the city's building official.~~
- ~~d. No personal care facility shall be allowed to open or operate until a license has been issued by the appropriate state regulatory agency. Any facility opening or operating without a valid state license or city approved site plan shall be subject to immediate closure by the city and all remedies and penalties available under state law.~~
- ~~e. All applications filed with the city must indicate what type (A, B, or C) of facility is planned for operation under the licensing standards for personal care facilities, published by the state department of human services, so staff may evaluate the plans under the appropriate code requirements.~~
- ~~f. Compliance with all applicable city and state codes, ordinances and regulations shall be required prior to issuance of a certificate of occupancy for the operation of a personal care facility. In case of a conflict between city and state regulations, the more stringent shall control.~~

-
- (c) Notwithstanding the permitted uses depicted in this table, which are intended to address uses not otherwise regulated or restricted by federal, state, or related law for protected specific uses, it is the intention of the city to fully comply with all such legal requirements. Any applicant who is relying upon any such specific rules or regulations not otherwise addressed in this table shall provide the relevant provisions to the city for review.
- (d) *Swimming pool.* Exception for private recreation facilities under subsection (e) of this section.
1. If located in any residential zoning district, the pool shall be intended and used solely for the enjoyment of the occupants of the principal use of the property on which it is located and their guests.
 2. A swimming pool shall be deemed an accessory structure under the terms of this appendix, and shall, except as otherwise specifically provided herein, be subject to all requirements and restrictions hereunder. A swimming pool may be erected within a required rear yard, provided it is set back no closer than five feet from any rear lot line, but shall not be erected within any required front or side yard. Swimming pool pump, filter, and heating equipment may be located within a required side or rear yard, but not nearer than five feet from any side or rear property line.
- (e) *Private recreation facility.* Private recreation facilities in residential districts for multifamily developments, subdivisions, or homeowners' associations shall be restricted to use by the occupants of the residence and their guests, or by members of a club or homeowners' association and their guests, and shall be limited to such uses as swimming pools, open game fields, basketball, shuffleboard, racquetball, croquet, and tennis courts, and meeting or locker rooms. Private recreation facilities shall not be located within 25 feet of any street right-of-way or within ten feet of any abutting property line. Activity areas shall be fenced and screened from abutting properties. Dispensing of food and beverages shall be permitted on the premises only for the benefit of users of the recreation facility and not for the general public. Off-street parking shall be required on the basis of one space for each 4,000 square feet of area devoted to recreational use with a minimum of four spaces and a maximum of 20 spaces.
- (f) *Auto repair garage.* Automobile repairing, painting, upholstering and body and fender work shall be performed only under the following conditions:
1. All body and fender repairing shall be done within a completely enclosed building or room with stationary windows that may be opened only at intervals necessary for ingress and egress.
 2. No spray painting may be done except in a spray booth especially designed for that purpose.
 3. All other auto repairing, etc., shall be conducted within a building enclosed on at least three sides.
 4. All vehicles awaiting body repair and/or paint, not currently being worked on within the required building, shall be stored behind and completely screened by an eight-foot opaque fence. The fence must be placed as to not block visibility of traffic and allow required ingress and egress. In addition, the fence must comply with fence requirements as noted in section 8.B.
 5. Repaired vehicles, or those waiting to be repaired, cannot occupy recommended parking places.
- (g) *Temporary batching facility.* Before a specific use permit may be granted for a temporary batching facility, the city council shall find that such batching plant, yard, or building is both

Created: 2021-04-15 12:15:01 [EST]

incidental to and necessary for construction within two miles of the plant. A specific use permit may be granted for a period of not more than 180 days, and approval shall not be granted for the same location for not more than four specific use permits during any 30-month period. Within 30 days following the termination of any batching plant, the permittee shall cause the site to be returned to its original condition.

- (h) *Junkyards.* No property located within the corporate limits of the city shall be used and no building shall be erected for or converted to be used as an auto wrecking yard, junkyard, salvage storage, scrap metal storage yard or wrecking material yard, except in the I, industrial district.
- (i) *Dry cleaning facilities.* Dry cleaning establishments shall be subject to the following additional supplemental requirements at the time of submittal for site plan approval, certificate of occupancy, first permit or zoning compliance request. Compliance with all applicable city, state and federal codes, ordinances and regulations shall be required prior to the issuance of a certificate of occupancy. In the case of a conflict between city, state and federal regulations, the more stringent shall control. Reports and copies of all documentation listed below must be provided to the city on a quarterly basis.
 - 1. The facility may process only the clothing dropped off by customers at that location.
 - 2. All employees shall be certified by the equipment manufacturer before operating or maintaining the equipment at that site.
 - 3. The facility shall be registered with the EPA and TNRCC as a small industrial generator of hazardous waste, if required by state or federal regulations, or the owner shall provide proof that it is exempt from such registration.
 - 4. The facility shall have a sampling port installed on its property to allow compliance sampling by city, state, or federal agencies, of sewer effluent.
 - 5. Perchloroethylene waste storage shall be limited to no more than 90 days on-site.
 - 6. Perchloroethylene waste removal shall be handled by a third-party transporter and removed to a RCRA permitted treatment storage and disposal facility.
 - 7. No perchloroethylene shall be stored on-site other than in the dry cleaning machine system.
- (j) *Single tenant or occupant retail uses occupying 50,000 gross square feet or more.* The following requirements shall be in addition to the requirements of any applicable zoning district or overlay district. The following regulations also apply if any interior portion of the 50,000 gross square feet of the building envelope is subleased to another tenant or occupant not affiliated with the primary tenant or occupant:
 - 1. Provide a noise mitigation plan to verify compliance with the city's current maximum permissible sound levels located in article IV, chapter 54 of the Code of Ordinances;
 - 2. Front building facades and facades fronting private or public streets with facades greater than 200 feet in length shall incorporate wall plane projections or recesses that are at least six feet deep. Projections and/or recesses must be at least 25 percent of the length of the facade. Uninterrupted lengths of facade may not exceed 100 feet in length;
 - 3. Buildings shall be architecturally finished on all four sides with the same architectural elements as required in subsection P.6.(j)4 of this section except the rear of the building, provided that a double row of trees is planted along the property line behind the building. In this case, the architectural finish must match the remainder of the building in color and facade material only. A double row of trees shall include trees planted on offset 50-foot

Created: 2021-04-15 12:15:01 [EST]

centers in a 15-foot landscape buffer, where 50 percent of the trees are canopy evergreen trees; and

4. Buildings that are 50,000 square feet or more in size must include a minimum of six of the following architectural elements. Buildings that are 100,000 square feet or more in size must include a minimum of eight of the following architectural elements or other architectural features approved by the planning and zoning commission:
 - a. Canopies, awnings or porticos.
 - b. Overhangs.
 - c. Arches.
 - d. Arcades (a series of adjoining arches).
 - e. Peaked roof forms.
 - f. Outdoor patios.
 - g. Display windows.
 - h. Architectural work, such as tile work and moldings integrated into the building facade.
 - i. Articulated ground floor levels or base.
 - j. Articulated cornice lines.
 - k. Integrated planters or wing walls that incorporate landscape and sitting areas.
 - l. Offsets, reveals, or projecting ribs used to express architectural or structural bays.
 - m. Accent materials (minimum 15 percent of exterior facade).
 - n. Varied roof heights.
 - o. Other architectural features approved by the planning and zoning commission.

Section 20. Definitions.

- (a) The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory use or structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult entertainment business shall have the same meaning as "sexually oriented business," as that term is defined in V.T.C.A., Local Government Code ch. 243, and chapter 62 of the Code of Ordinances, and shall include, but not be limited to, an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater, escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Such uses shall be allowed only as specifically authorized under the terms of this appendix and chapter 62 of the Code of Ordinances. The determination of what constitutes an adult entertainment business shall be made by the police chief or his/her designee, in accordance with the definitions contained in chapter 62 of the Code of Ordinances, and such determination shall be appealable to the zoning board of adjustment.

Apartment house means any building or portion thereof used as a multiple dwelling for the purpose of providing three or more separate dwelling units which may share means of egress and other essential facilities.

Assisted living facility means an establishment as defined by Texas Health and Safety Code Chapter 247.

Automobile graveyard means an establishment or place of business that is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Building means any structure designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels or property of any kind. The term "building" includes the term "structure."

Building area means the surface of the lot covered or occupied by all structures placed thereon, excluding only driveways, walkways and uncovered patios.

Building line means a line parallel or approximately parallel to the street line and beyond which buildings may not be erected.

Childcare center means a childcare facility that is licensed to care for seven or more children for less than 24 hours per day, at a location other than the permit holder's home (pursuant to Texas Administrative Code, Title 40, Part 19, Chapter 746). Compliance with all applicable state regulations is required. A childcare center shall also obtain a certificate of zoning compliance pursuant to section 9.D ("Administration and enforcement—Building permits and certificates of zoning compliance").

1. *Registered childcare home.* In a registered childcare home, the registered primary caregiver provides care in the caregiver's own residence for not more than six children from birth through 13 years, and may provide care after-school hours for not more than six additional elementary school children. The total number of children in care at any given time, including the children related to the caregiver, must not exceed 12 (pursuant to Tex. Admin. Code, Title 40, Part 19, Chapter 747). Compliance with all applicable state regulations is required. A registered childcare home shall also obtain a certificate of zoning compliance pursuant to section 9.D.
2. *Licensed childcare home.* The total number of children in care varies with the ages of the children, but the total number of children in care in a licensed childcare home at any given time, including the children related to the caregiver, must not exceed 12 (pursuant to Tex. Admin. Code, Title 40, Part 19, Chapter 747). Compliance with all applicable state regulations is required. A licensed childcare home shall also obtain a certificate of zoning compliance pursuant to section 9.D.

Cluster housing development means a residential development containing attached or detached units on a limited portion of land with the remaining land areas consolidated into common open space areas.

Comprehensive plan means graphic and textual form policies which govern the future development of the city and which consist of various components governing specific geographic areas and functions and services of the city.

Density means living units per acre in a platted subdivision. The term "density" pertains to total platted acreage, including streets.

Dwelling, garden home, means a dwelling unit which is structurally attached to another dwelling unit but which does not share a common wall.

Dwelling, multiple-family, means any building, or portion thereof, which is designed, built, rented, leased or intended to be occupied as three or more dwelling units or apartments and which includes facilities for food preparation and sleeping.

Dwelling, single-family, means a detached building having accommodations for and occupied by not more than one family.

Dwelling, two-family, means a detached building having accommodations for and occupied by not more than two families. In calculating minimum lot area, a two-family dwelling shall be considered to be two dwelling units.

Dwelling unit means a building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters for one family.

Family means a single individual or a number of individuals domiciled together, whose relationship is of a continuing, nontransient, domestic character and who are cooking and living together as a single, nonprofit housekeeping unit. This shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization, or group of students or other individuals whose relationship is of a transitory or seasonal nature or for anticipated limited duration of school terms or other similar determinable period.

Fence means any structure enclosing, demarcating or surrounding an area of ground to mark a boundary, control access, or prevent escape, in part or in whole.

Graduated fence means a fence required by city ordinance, the height of which may be reduced for some portion of its required length, either in a stair-step configuration or by gradually reducing such height in a straight or radial line. The length and height of the fence so reduced will be determined on the basis of a combination of factors, including, but not limited to, security, public welfare, and pedestrian and traffic safety.

Green space means natural undeveloped areas, such as prairies, farmland, barren land, forests, wetlands and lakes. The term "green space" may also include landscaped perimeters and green landscape reserves along thoroughfares.

Height.

- a. The height of a building shall be measured to:
 - (1) The top of ridge of the highest roof of a sloped roof (i.e., gable);
 - (2) The top of the highest deck of a mansard roof; or
 - (3) The top of the highest parapet wall of a flat roof.
- b. For buildings not located in the floodplain, height is measured from the top of the finished first floor of the building which can be no more than two feet above the finished grade at the site. Finished grade shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the existing grade elevation when no terrain alteration is proposed, or where otherwise

Created: 2021-09-30 14:24:06 [EST]

applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the finished first floor elevation for any other purpose, shall not be considered to be finished grade for the purpose of measuring building height.

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

Home occupation means an occupation or profession engaged in by the occupants of a dwelling, the conduct of which does not result in the dwelling being identified as a business by the external and objective evidence of a business, such as signs, displays, deliveries, continuous or repetitive traffic (rather than occasional or sporadic traffic) generated by the home occupation, or by regular gatherings of clients or customers for business purposes. Home occupations are a permitted use in accordance with this section, provided that:

1. The occupation or profession conducted within a residential dwelling unit must be clearly incidental and subordinate to the use of the premises as a residential dwelling unit.
2. The home occupation shall be conducted entirely within the dwelling unit or accessory structure.
3. Only members of the family residing on the premises are employed.
4. No internal or external alterations, special construction, or features are involved.
5. There is no advertising of any type on the premises and no other display or storage of materials or exterior identification of the home occupation or variation from the residential character of the main building or any accessory building; however, advertising of the home occupation by published or printed matter is allowed.
6. No equipment is used which creates offensive noises, vibrations, sound, smoke or dust, odors, heat, glare, X-ray or electrical disturbances to radio or television.
7. Vehicles used in conjunction with the home occupation must park completely in the driveway of the resident without blocking the sidewalk.
8. The home occupation must not change the character of the residential area.
9. A childcare center as defined in this section is not recognized as a home occupation.
10. A personal care facility as defined in this section is not recognized as a home occupation.
11. The use of off-site personal services at a residence by the occupant, such as lawn care, maid services, etc., does not constitute a home occupation and is not limited by this appendix.

Junkyard means an establishment or place of business maintained, used, or operated for storing, keeping, buying or selling junk, for processing scrap metal, or for maintaining or operating an automobile graveyard. The term "junkyard" includes garbage dumps and sanitary fills.

Lot includes the term "plot" or "parcel."

Lot measurements.

1. *Depth.* The distance between the midpoint of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
2. *Width.* The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost point (where they intersect with the street lines) shall not be less than 90 percent of the required lot width except in the case of lots on the turning circle of culs-de-sac where the 90 percent requirement shall not apply.

Office park means one or more commercial buildings with multiple businesses providing services but not delivering products directly to customers and consisting of two or more tenants using common driveways.

Open space means a restricted reserve located within a development with limited low-impact amenities, including, but not limited to, green space, both natural and landscaped, detention areas, trails, lakes, pavilions, benches, outdoor cooking facilities, and active recreational facilities, such as ball and soccer fields, playgrounds, and the like. Amenities may be passive or active.

Parking space, off-street, means a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room. Required off-street parking areas for three or more automobiles shall have individual spaces marked, and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walk, or alley, and so that any automobile may be parked and unparked without moving another. For purposes of rough computation, an off-street parking space and necessary access for maneuvering room may be estimated at 300 square feet, but off-street parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the city.

~~*Personal care facility* means any establishment that furnishes food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services as that term is defined in V.T.C.A., Health and Safety Code § 247.002, and as further provided for in V.T.C.A., Human Resources Code § 123.004.~~

Commented [BB1]: Outdated term. Now called Assisted Living Facility.

Planned unit development means a district with development characterized by a unified site development plan which may provide for a mixture or combination of residential, recreation and open space and commercial uses.

Servant's or caretaker's quarters means an accessory building located on the same lot as the main building, or a portion of the main building, used as living quarters by persons acting as caretakers of the property or by employed servants and not rented or otherwise used as a separate domicile and not used except as an accessory use to the primary use of the property.

Shopping center means a group of commercial establishments which is planned, developed, owned and managed as a unit related in its location, size and type of shops to the trade area that the unit serves.

Specific use means a use that would not be appropriate generally or without restrictions throughout the zoning district but would, if controlled as to number, area, location or relation to the neighborhood, promote the property held, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in a zoning district as special exceptions, if specific provision for such special exceptions is made in this appendix.

Street means a public or private thoroughfare which affords a principal means of access to abutting property.

Street line means the right-of-way line of a street.

Structural alterations means any change in the supporting member of a structure, such as bearing walls, columns, beams or girders.

Structure means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.

Townhouse means a row of three or more attached, one-family dwellings, separated by vertical party or lot line walls, and each having private entrances.

Variance means a relaxation of the terms of a zoning ordinance if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, so that the spirit of the ordinance is observed and substantial justice is done.

Yard means an open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward except for fences and walls.

Yard, front, means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot as specified in each zoning district.

Yard, rear, means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and a line parallel thereto on the lot as specified in each zoning district. On corner lots, the rear yard shall be considered as parallel to the street upon which the lot has its least dimensions. On both corner and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, side, means a yard between a building and the side lot line, extending from the front yard, or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest part of the building.

- (b) The present tense includes the future tense; the singular number includes the plural; and the plural number includes the singular.
- (c) The term "shall" is mandatory; the term "may" is permissive.
- (d) The terms "used" and "occupied" include the words "intended, designed or arranged to be used or occupied."
- (e) The term "person" includes an individual, firm, association, organization, partnership, trust, company or corporation.

(Ord. No. 89-9, § 1, 9-11-1989; Ord. No. 89-29, § 1, 1-22-1990; Ord. No. 90-5, § 1, 3-5-1990; Ord. No. 95-36, § 1, 1-8-1996; Ord. No. 96-6, § 2, 5-20-1996; Ord. No. 98-14, §§ 2, 3, 8-17-1998; Ord. No. 98-17, § 2, 9-14-1998; Ord. No. 2001-23, § 2, 11-19-2001; Ord. No. 2005-36, § 1, 11-21-2005; Ord. No. 2008-06, § 3, 2-18-2008; Ord. No. 2009-05, § 1, 6-15-2009; Ord. No. 2013-45, §§ 2, 3, 12-2-2013; Ord. No. 2015-04, § 2, 2-2-2015; Ord. No. 2017-23, § 3, 9-11-2017; Ord. No. 2020-16, § 5, 4-6-2020; Ord. No. 2020-44, § 3, 12-7-2020)

Memo

To: Mayor and City Council

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

Date: December 14, 2021

Re: Proposed amendments to Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 - Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility"



At the Planning and Zoning Commission meeting held December 9, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Clark and Hinckley were absent) on a motion to approve the requested ordinance amendments.

The proposed changes will align City ordinances with current state law regarding community care homes in residential zoned areas. Chapter 123 of the Human Resources Code for the State of Texas defines a person with a disability as a person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak, or breathe is substantially limited because the person has one of the 13 diagnoses defined in Section 123.002. Facilities that provide care to these classes of people are allowed by right, meaning that use is not subject to approval by local governments, in residentially zoned areas to provide care for up to six patients and have two staff members, provided that the exterior structure retains compatibility with the surrounding residential dwellings, are located more than one-half mile from another community care home and does not keep for the use of the residents of the home motor vehicles in numbers that exceed the number of bedrooms in the home. Our current ordinance requirement of the S1 process that defines supplemental requirements for these uses is not allowed by State law.

The Planning & Zoning Commission recommends that City Council approve the subject ordinance changes to align City ordinances with current state law.

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: January 10, 2022

Date submitted: 11/15/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first reading of an ordinance amending Appendix C, Zoning Ordinance Section 7.P.6. Permitted Use Table to amend the zoning districts in which the following NAICS Uses are allowed: 6232 -Residential, intellectual and development disability, mental health, and substance abuse facilities, 623311 - Continuing care retirement communities (with on-site nursing), and 623312 - Assisted living facilities for the elderly (without on-site nursing) and to remove subnote (b.) 5. S1; Site Plan Approval Required and amendments to Section 20. Definitions to remove the term "Personal Care Facility" and add the term "Assisted Living Facility."

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

These proposed changes are intended to bring our Zoning Ordinance in compliance with State Law regarding Community Care Homes. Chapter 123 of the Human Resources Code for the State of Texas defines a person with a disability as a person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak or breathe is substantially limited because the person has one of the 13 diagnoses defined in Section 123.002. Facilities that provide care to these classes of people are allowed by right in residentially zoned areas provided the exterior of the residential structure is not altered, house not more than 6 residents and 2 staff members, and are located not closer than one-half mile from another existing community home. Our current requirement of the S1 process is not necessary or allowed by State law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These proposed changes are intended to bring our Zoning Ordinance in compliance with State Law regarding Community Care Homes.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held December 9, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Clark and Hinckley were absent) on a motion to approve the requested ordinance amendments. See attached recommendation for additional information.

ATTACHMENTS

1. Proposed Ordinance 2022-XX - Community Home Amendments 12-15-2021

ORDINANCE NO. 2022-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, “ZONING,” “SECTION 7.P.6. PERMITTED USE TABLE” TO AMEND THE ZONING DISTRICTS IN WHICH THE FOLLOWING NAICS USES ARE ALLOWED: 6232 - RESIDENTIAL, INTELLECTUAL AND DEVELOPMENT DISABILITY, MENTAL HEALTH, AND SUBSTANCE ABUSE FACILITIES, 623311 - CONTINUING CARE RETIREMENT COMMUNITIES (WITH ON-SITE NURSING), AND 623312 - ASSISTED LIVING FACILITIES FOR THE ELDERLY (WITHOUT ON-SITE NURSING) AND TO REMOVE SUBNOTE (B.) “5. S1; SITE PLAN APPROVAL REQUIRED” AND AMENDMENTS TO “SECTION 20. DEFINITIONS” TO REMOVE THE TERM “PERSONAL CARE FACILITY” AND ADD THE TERM “ASSISTED LIVING FACILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, (“Zoning”) relating to land use and other circumstances; and

WHEREAS, City Council finds it necessary to amend the Zoning Ordinance to be compliant with state law; and

WHEREAS, Chapter 123 of the Human Resources Code defines “person with a disability” and also provides further community home qualifications regarding operation, limits on exterior structural changes, limits on number of residents and staff, location requirement, and limitation on number of motor vehicles; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted public hearings in the time and manner required by law; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws.

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

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

Section 2. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 7.P.6. Permitted Use Table” is hereby amended as indicated below:

Section 7. Schedule of district regulations.

P. *Permitted uses.*

1. *Use of land and buildings.* Buildings, structures, land or premises shall be used only in accordance with the uses specifically permitted in the zoning district classification for the site subject to compliance with parking regulations, height and area requirements, special conditions and all other requirements of the zoning ordinance.
2. *Permitted use table.* The permitted uses in each specific zoning district are shown by means of symbols in the permitted use tables on the following pages. The letter "P" in the zoning district column opposite the listed permitted use means the use is permitted as a use of right in that district. The letter "S" in the zoning district column opposite the permitted use means the use is permitted in that zoning district only obtaining a specific use permit as set forth in section 9.G. No primary use shall be permitted in any district unless the letter "P" or the letter "S" appears opposite the listed permitted use. The letter "O" in the zoning district column means that the permitted use is for office functions only. Parking requirements are in section 8.F. The letters "NP" in the PUD-Mixed Use Zoning District column means those uses so specified are not permitted under any circumstance.
3. *Uses not listed.* Primary uses not listed in the permitted use table may be permitted in any district where similar uses are permitted. The function and locational requirements of the unlisted use must be consistent with the purpose and description of the zoning district, compatible with the permitted uses in the district, and be similar in traffic-generating capacity, noise, vibration, dust, odor, glare and heat producing characteristics.

4. *Accessory use.* A use which is customarily incidental to that of the primary existing use, which is located on the same lot or premises as the primary existing use, and which has the same zoning district classification shall be permitted as an accessory use without being separately listed as a permitted use.
5. *North America Industry Classification System (NAICS) Codes.* The activity descriptions in the current NAICS Codes prepared by the United States Executive Office of the President, Office of Management and Budget, shall be used to determine the primary establishment uses when reference is made in the tables to a designated standard industrial classification. Every January, community development staff shall determine if the manual has been revised. If the manual has been revised, such revisions and changes will be summarized in a written report and presented to the planning and zoning commission. The commission will make recommendations to council regarding adoption of the revised manual and appropriate changes to the zoning ordinance permitted use table. The commission may recommend that an ad hoc committee review and propose revisions to the permitted use table.
6. *Permitted use table.*

	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR-GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
6231	Nursing care facilities—Skilled nursing facilities							S	S		O	S				
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities	S P	S P	P	P	P	P									
623311	Continuing care retirement communities (with on-site nursing)	S	S					S	S		O	S				
623312	Assisted living facilities for the elderly (without on-site nursing)	S	S					S	S		O	S				

Section 3. That the City of Friendswood Code of Ordinances, Appendix C, “Zoning”, “Section 20. Definitions” is hereby amended as indicated below:

Section 20. Definitions.

- (a) The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory use or structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult entertainment business shall have the same meaning as "sexually oriented business," as that term is defined in V.T.C.A., Local Government Code ch. 243, and chapter 62 of the Code of Ordinances, and shall include, but not be limited to, an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater, escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Such uses shall be allowed only as specifically authorized under the terms of this appendix and chapter 62 of the Code of Ordinances. The determination of what constitutes an adult entertainment business shall be made by the police chief or his/her designee, in accordance with the definitions contained in chapter 62 of the Code of Ordinances, and such determination shall be appealable to the zoning board of adjustment.

Apartment house means any building or portion thereof used as a multiple dwelling for the purpose of providing three or more separate dwelling units which may share means of egress and other essential facilities.

Assisted living facility means an establishment as defined by Texas Health and Safety Code Chapter 247.

Automobile graveyard means an establishment or place of business that is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

...

Parking space, off-street, means a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room. Required off-street parking areas for three or more automobiles shall have individual spaces marked, and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, walk, or alley, and so that any automobile may be parked and unparked without moving another. For purposes of rough computation, an off-street parking space and necessary access for maneuvering room may be estimated at 300 square feet, but off-street parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the city.

~~*Personal care facility* means any establishment that furnishes food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services as that term is defined in V.T.C.A., Health and Safety Code § 247.002, and as further provided for in V.T.C.A., Human Resources Code § 123.004.~~

Planned unit development means a district with development characterized by a unified site development plan which may provide for a mixture or combination of residential, recreation and open space and commercial uses.

Section 4. That this Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 6. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. That the City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 10th day of JANUARY, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED AND ADOPTED on second and final reading this 7th day of FEBRUARY, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 10, 2022

Date submitted: 10/28/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding Employee Service Awards.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Every year in December, the City recognizes its employees for their years of dedicated service. I would like to acknowledge those staff members and thank them for their years of service to the City. Awards are given in 5 year increments and presented at the Employee Christmas Party. Here is a listing of this year's recipients:

40 Years

Barry Yodzis-PD

30 Years

Guadalupe Aguilera-PW

25 Years

Michael Cordero – PD

Ryan Jenkins – PD

20 Years

William Higgs – PD

Kimberly Zrubek – LIB

Gary Williams – PARKS

Eric Segura – PW

15 Years

Brandon Blair – PD

Rene Ibarra – PW

Gerardo Aza – PARKS

Mindy Sanchez – PD

Shawn Keesler - FMO

Jorge Paz – PW

Bryan Holmes – FMO

10 Years

Jose Arredondo – PW

Becky Bennett – CDD
Scott Muir – PD
Patricia Riffel – ASO
Rebecca Wall –PD

5 Years

Jose Ibarra-PW
Ivan Ortega-PW
Santiago Aguilera-PW
Kristina Cuellar-CDD
Mark Vail-CDD
Carson Jacobs-PD
Emily Roach-LIB
Kristin Rejack-PD
Ruby Anki-ASO
James O'Brien-IT
Steve Ruthstrom-FMO
Brock O'Barr-PD
James Ruthstrom-PD
Shaun McCaffrey-PD

We appreciate all of our City employees and thank them for their hard work in providing the quality services our citizens have come to expect.

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: January 10, 2022

Date submitted: 12/09/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding Library Gala ticket sales.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Tickets to the Friendswood Library Gala will go on sale to the public beginning on January 10th. The link to purchase tickets will be available on the Friendswood Library's website and will be shared on the Library's social media pages as well as the City's. Proceeds will benefit the Friendswood Library.

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: January 10, 2022

Date submitted: 11/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action approving a license agreement with the Avalon at Friendswood Community Association, Inc. to maintain the medians on Friendswood Parkway.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The developer of Avalon at Friendswood, Taylor Morrison, is proposing to install landscaping within the medians of Friendswood Lakes Boulevard/Friendswood Parkway to enhance the entrances to their subdivision which will be located on both sides of the parkway. Friendswood Lakes Blvd/Friendswood Parkway is City of Friendswood right-of-way, therefore a license agreement for private use of the right-of-way is required. Once the landscaping is installed, it will be maintained by the Avalon at Friendswood Home Owners Association.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allowing the developer to install landscaping within the median will provide significant beautification of the boulevard at no cost to the City. Potential future issues could arise if the HOA ever decides to relinquish maintaining the landscaping. At that time, the City would again take over maintenance of the medians, with the possibility of removing all landscaping.

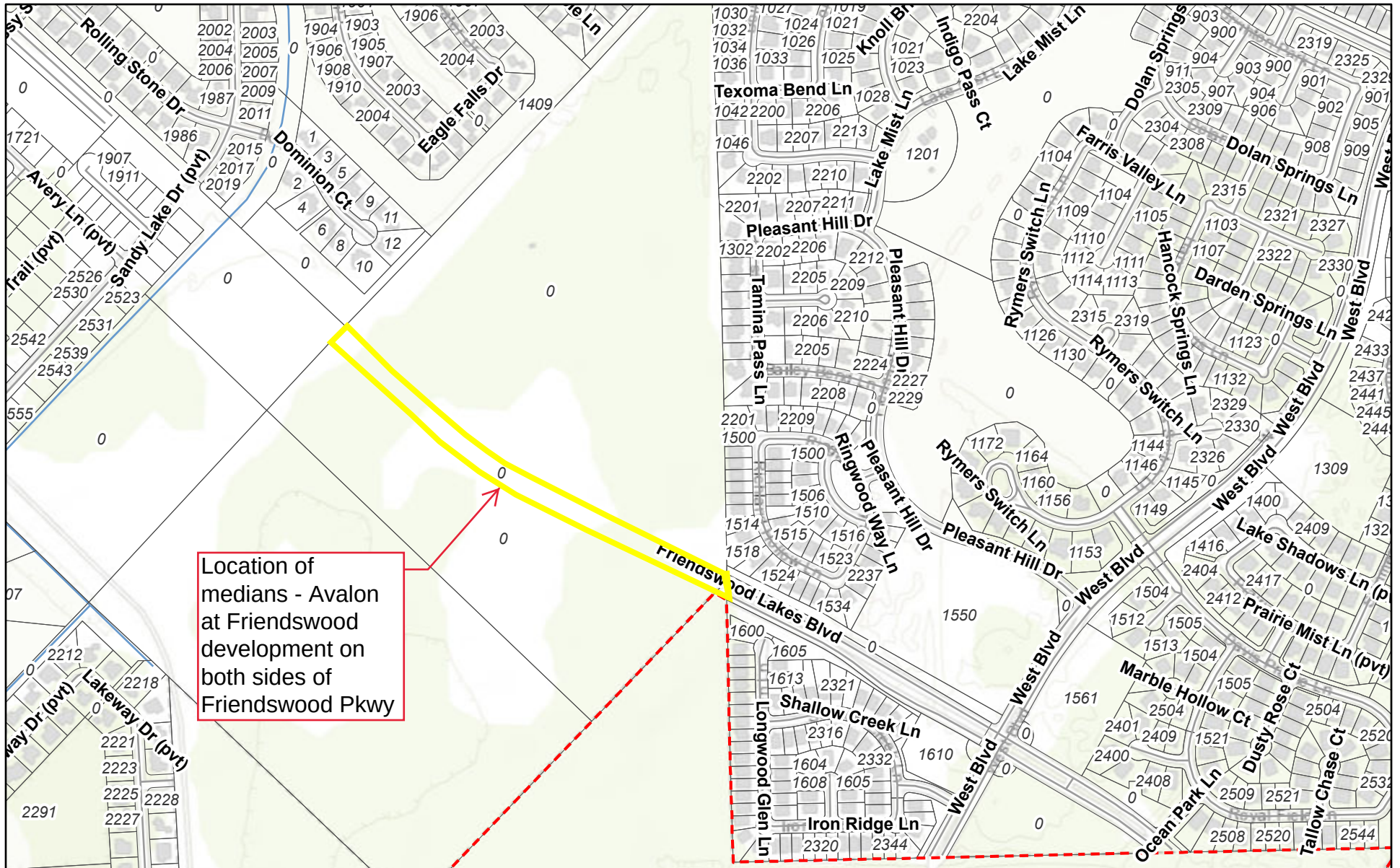
RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Avalon Medians Location Map
2. Avalon at Friendswood License Agreement - landscaping in medians
3. Exhibit A Avalon at Friendswood License Agreement
4. Taylor Morrison Certificate of Insurance

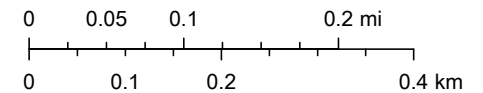
ArcGIS Web Map



11/9/2021, 11:31:33 AM

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

1:9,028



Brazoria County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT

LICENSE AND INDEMNITY AGREEMENT

WHEREAS, on December 6, the City Council agreed to the request by **Avalon at Friendswood Community Association, Inc.** to install and maintain landscaping and irrigation within the City's right-of-way located within the medians of Friendswood Lakes Boulevard/Friendswood Parkway, Friendswood, Galveston County, Texas; and further described on Exhibit "A" attached hereto; and

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

NOW, THEREFORE, the City of Friendswood (City) and **Avalon at Friendswood Community Association, Inc.** (Licensee), in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

1. License

- 1.01 The City agrees to the use of medians within the Friendswood Lakes Boulevard/Friendswood Parkway right-of-way directly adjacent to the properties zoned and platted as Avalon at Friendswood ("Licensed Use"), in the location and of the type as presented to city staff and the City Council, for the purposes of landscaping and irrigation. A site map and depiction of the specific property for the Licensed Use are attached as Exhibit "A" hereto, ("Licensed Property"). The Licensed Property shall exclusively consist of landscaping within medians adjacent to Avalon at Friendswood as depicted on Exhibit "A."
- 1.02 The Licensee agrees that this license is based upon the stated uses only, (landscaping and irrigation), and shall terminate upon the cessation of said uses by Licensee, unless sooner terminated according to other terms and provisions contained in this Agreement.
- 1.03 Licensee shall provide consideration to the City for the license to use the city property as reflected in the Conditions and related requirements hereafter.

2. Conditions

- 2.01 The City and Licensee agree that the Licensed Property is granted for the Licensed Use subject to the following conditions, terms and reservations
 - a) The Licensee must maintain the minimum branch heights in accordance with City of Friendswood Code of Ordinances Chapter 70.
 - b) The Licensee must obtain required permits and inspections for the irrigation system.
 - c) The Licensee must not create or allow any nuisances on the property, as that term is defined by State law and/or The City Code.
 - d) If this license is terminated or canceled, for any reason whatsoever, Licensee shall, at the City's option, remove all improvements and appurtenances owned by them, situated in, on, over, under or attached to the Licensed Property, and Licensee shall restore the premises in accordance with the requirements of the City Engineer. If Licensee fails to remove all improvements and appurtenances or if Licensee fails to restore the Licensed Property as required, then, in either event, the City shall have the right to do all work

necessary or cause such work to be done and assess the cost of all work against Licensee and the City shall in no case be liable to Licensee.

- 2.02 Temporary cessation. Licensee agrees to temporarily remove the Licensed Use at request of the City, if same obstructs the City's temporary maintenance or construction activity within the Licensed Property.
- 2.03 Permanent removal. This license is made subordinate to the right of the City to use the Licensed Property for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the above area, or a portion thereof, for a public purpose, or for any utility service which will require the use of Licensed Property then in that event, the City shall give the Licensee written notice of the City's intention to cancel this license. Licensee shall have the same right of cancellation upon giving the City ninety (90) days written notice of Licensee's intention to cancel. Upon the termination or cancellation by the City or Licensee, this license shall become null and void, and Licensee or anyone claiming any rights under this instrument shall remove any improvements and encroachments from the Licensed Property at Licensee's expense. All work shall be done at Licensee's sole cost and to the satisfaction of the City Engineer. The determination by the City Manager as to the public necessity of the use of the property shall be final and binding upon the parties.
- 2.04 This license is subject to all state and federal laws, the provisions of the Charter of the City of Friendswood as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Friendswood now in effect or those which may hereafter be passed, adopted, or amended.
- 2.05 The Licensee must apply for and receive any necessary permits from the Building Department, Public Works Department, Engineering Department or other pertinent City boards or departments.

3. Indemnity

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

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

- a. For the repair, replacement, and/or restoration of City's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective solely as a result of the user's acts or omissions; and
- b. From and against any and all claims, demands, suits, causes of action and judgments for:

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

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

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

4. General Provisions

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

4.02 The phrases, clauses, sentences, paragraphs or sections of this license to use agreement are severable and, if any phrase, clause, sentence paragraph, or section of this license to use agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such as invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

4.03 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and mailed by certified or registered mail, addressed as set forth below or at such other address as may be specified by written notice:

CITY OF FRIENDSWOOD :

Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546
(281) 996-3250

LICENSEE:

Avalon at Friendswood Community Association, Inc.

Attn: Bobby Skinner
2929 Briarpark Dr. Suite 400
Hou TX 77042

4.04 The City and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.

4.05 Exclusive venue for any dispute out of this License Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.

4.06 The License granted herein shall not be assigned without the prior written consent of City; provided, however, such consent shall not be unreasonably withheld by City if the assignee agrees, in writing, to fully comply with all obligations of Licensee hereunder.

IN TESTIMONY WHEREOF, the **Avalon at Friendswood Community Association, Inc.**, Licensee, has caused these presents to be signed by _____, owner there unto authorized, this _____ day of _____ 2021.

Avalon at Friendswood Community Association, Inc.

By: _____

Name: _____

Title _____

THE STATE OF TEXAS)

)

COUNTY OF GALVESTON)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
whose name is subscribed to the foregoing instrument and acknowledge to me that she/he was duly
authorized and executed the same for the purposes and considerations therein expressed, in the capacity
therein and herein stated for and on behalf of said Licensee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____ 2021.

Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

IN TESTIMONY WHEREOF, the City of Friendswood, Texas, has caused these presents to be signed
by Mike Foreman, Mayor of the City of Friendswood, and Leticia Brysch, City Secretary of the City of
Friendswood, there unto authorized, this ____ day of _____ 2021.

CITY OF FRIENDSWOOD, TEXAS

By: _____

Mike Foreman, Mayor

ATTEST

By: _____

Leticia Brysch, City Secretary

AVALON AT FRIENDSWOOD

Phase 1 Blvd Landscape Improvements

Exhibit "A"

GALVESTON COUNTY



LOCATION MAP

KEY MAP: HC 406B

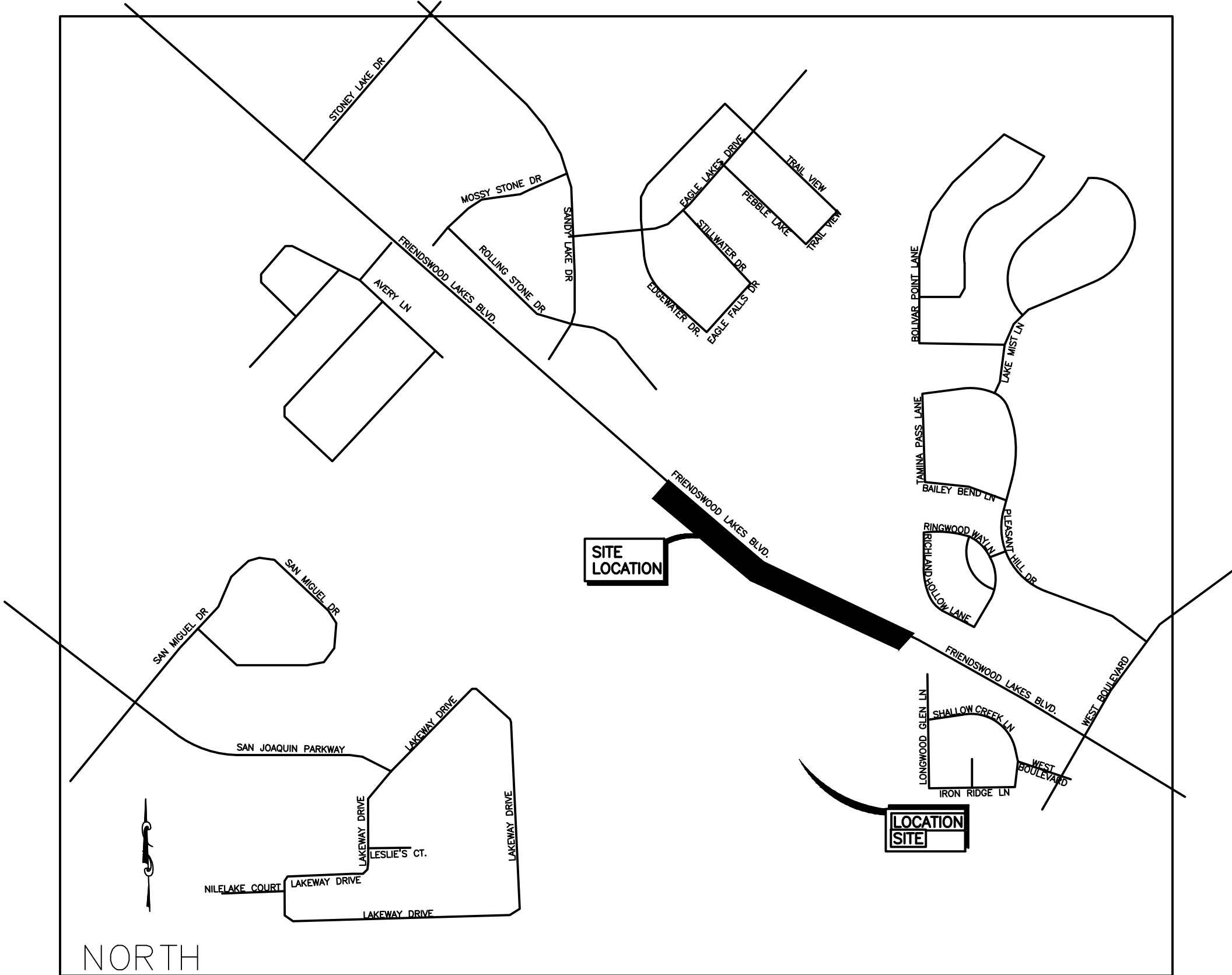
a project developed for
Taylor Morrison of Texas, Inc.

by
K. DEFOREST.DESIGN, LLC
LANDSCAPE ARCHITECTURE
24275 Katy Freeway Suite 300 Katy Texas 77494
Phone 281.646.1602 Fax 281.646.1641

Stephanie Lee, Texas
Registered Landscape Architect #2602
For BIDDING Only: 5/27/2021

"NOT for regulatory approval,
permitting or construction."

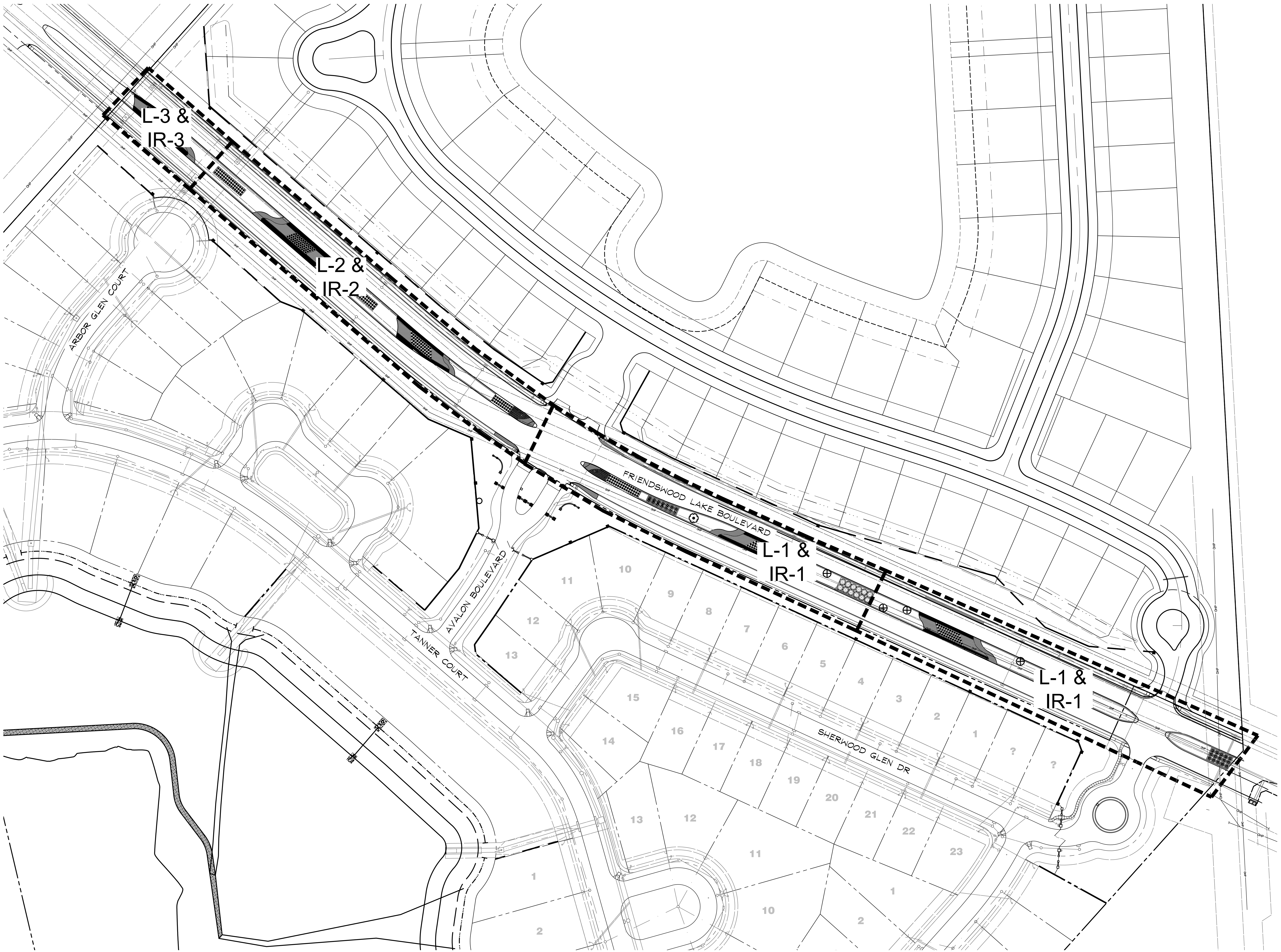
FRIENDSWOOD, TEXAS



SITE REFERENCE MAP

Issued for Bid
5/27/2021

Sheet No.	Description
R-1	Reference Plan
L-0	Landscape General Notes
L-1 thru L-3	Landscape Plan
L-3	Landscape Details & Notes
IR-1 thru IR-3	Irrigation Plan
IR-4	Irrigation Details & Notes
PLAT	Avalon at Friendswood Section 1



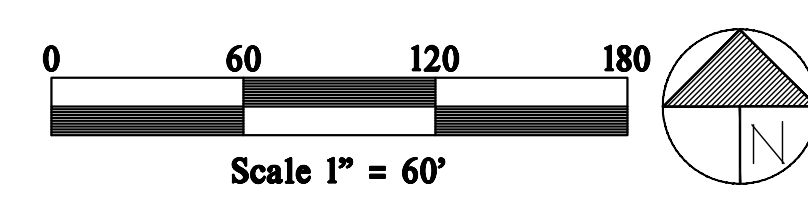
AVALON AT FRIENDSWOOD

PHASE 1 BLVD LANDSCAPE IMPROVEMENTS

Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX

Reference Plan

Date: 5/27/2021
Scale: 1"=60'-0"
Job No: 245-20-102
Revised:



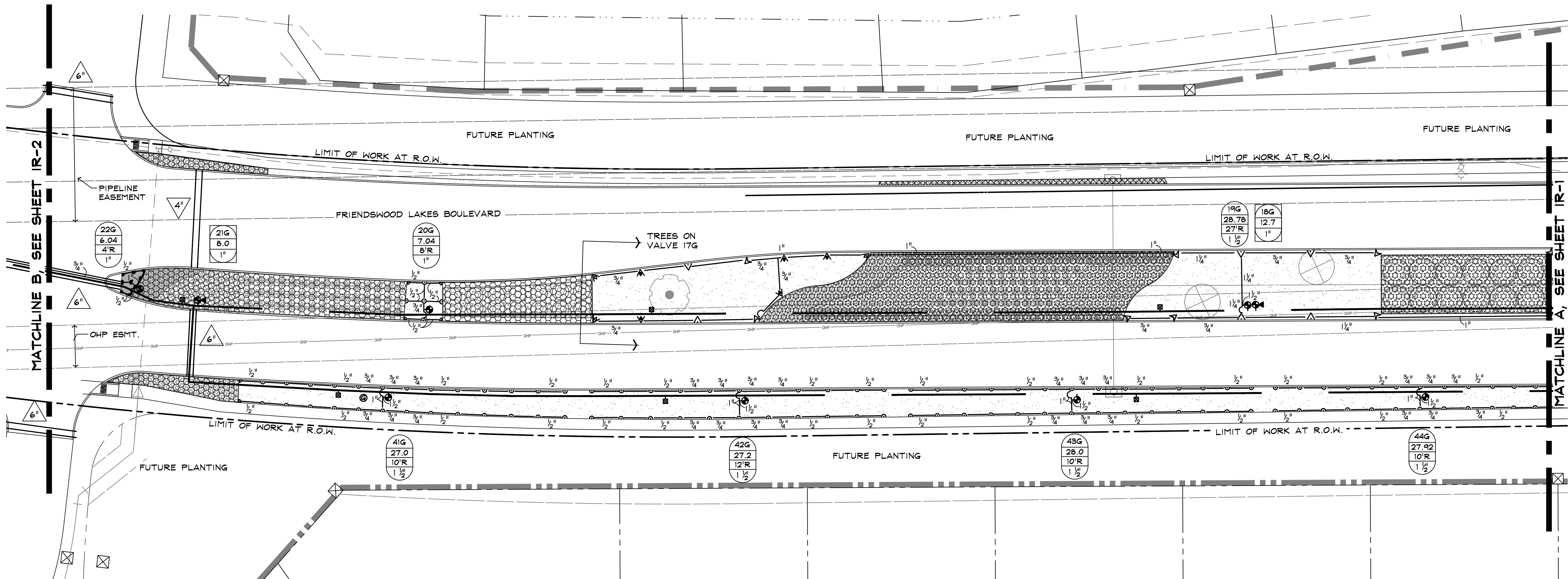
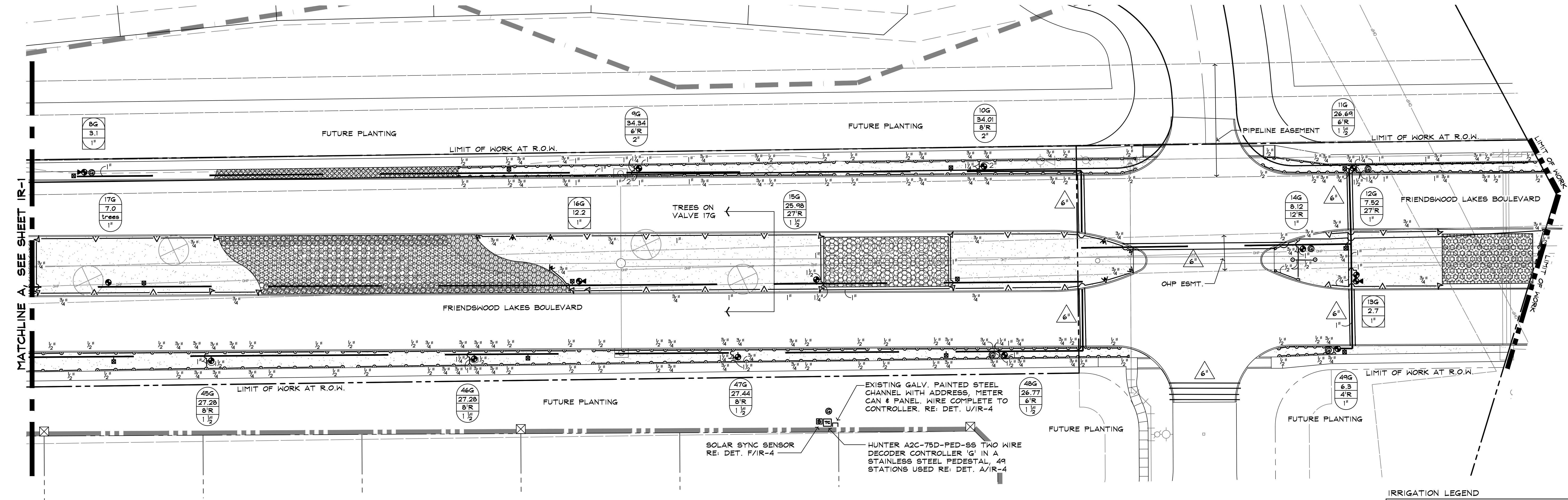
R-1

AVALON AT FRIENDSWOOD
 PHASE 1 BLVD LANDSCAPE IMPROVEMENTS
 Taylor Morrison of Texas, Inc.
 CITY OF FRIENDSWOOD, TX

Irrigation Plan

Date: 5/27/2021
 Scale: 1"=20'-0"
 Job No: 245-20-102
 Revised:

IR-1

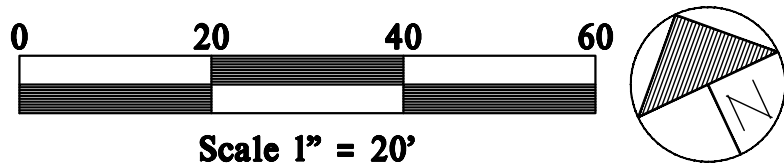
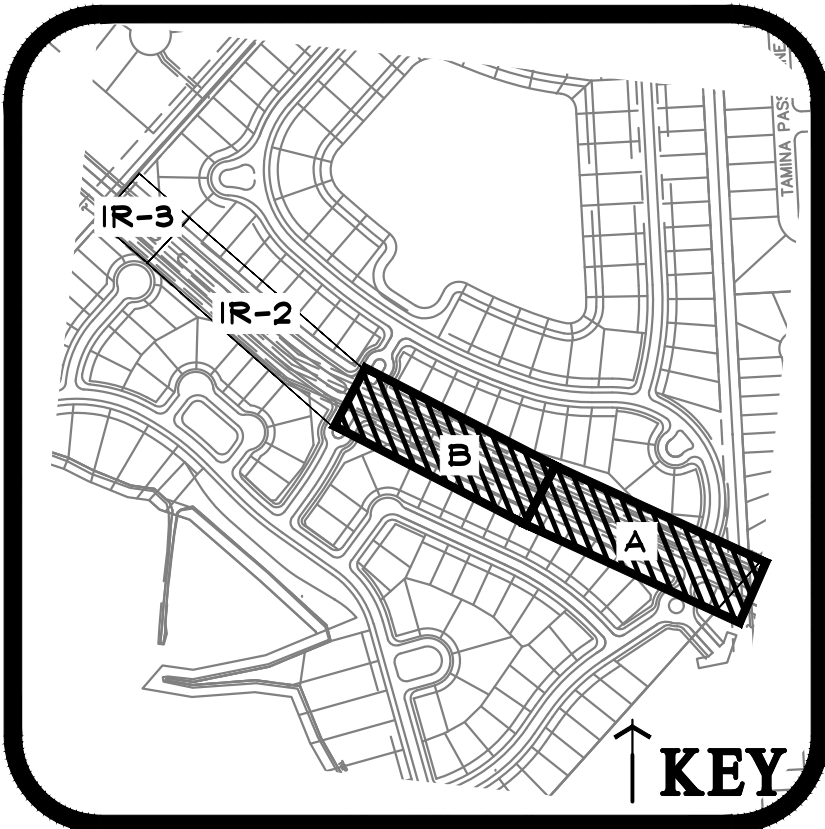


SYMBOL	DESCRIPTION
△△△	Hunter MP3000 4" Rotator, 35 PSI
▽▽▽	Hunter MP2000 4" Rotator, 35 PSI
○	Hunter PROS-04 Spray, 30 PSI
●	Hunter PROS-12 Spray, 30 PSI
○	Hunter PROS-04 with MSBN-50H-6 Tree Bubbler Nozzle, 2 Per Tree, 30 PSI Re: Det. N/R-4
○	Hunter ICV-AS-xx Valve with Non-potable Tag and Pressure Regulator (Size per Heads)
○	Hunter Valve # ICZ-101-25 Drip Zone Control Kit With PLD-06 Tubing
○	Drip Irrigation Zone Designation Hunter PLD-06 Tubing, 18" Tubing Spacing Re: Det. N/R-4
○	2" Febco #765 Pressure Vacuum Breaker in "GuardShack" Enclosure or Approved Equal, Keep Locked at all Times.
○	Hunter HQ-33D-LRC-R Quick Coupling Valve with Purple Cap, Purple Valve Box Cover & "Non-potable" Tag
○	Ground to be Placed Every 10 Decoders or Every 1000 FT Whichever Comes First.
○	Hunter Flow-SYNC Sensor and Master Valve, Size Per Main Line
○	Hunter Solar Sync Sensor Re: Det. F/R-4
○	Hunter A2C-75D-PED-SS Two Wire Decoder Controller 'G' in a Stainless Steel Pedestal, 49 Stations Used (IR-1) Re: Det. A/R-4
○	Isolation Valve Normally Open, Size Equal to Pipe Size
○	2" Water Meter (IR-3)
---	3" SCH 40 Main Line, Unless Otherwise Noted
---	Class 200 PVC WHITE Lateral Pipe, Sized per Plan
---	Irrigation Sleeve
○	Irrigation Sleeve Size
○	Bore and Irrigation Sleeve Size
○	Valve #
○	GPM
○	Head Radius
○	Valve Size
○	Drip Valve #
○	Total GPM Of Area
○	Valve Size

All Quick Coupling Valve Boxes Shall Have Purple Lids.
 DESIGN PRESSURE 50psi

REFER TO SHEET IR-4 FOR IRRIGATION NOTES AND IRRIGATION DETAILS

NOTE:
 • CONTRACTOR SHALL USE ONLY ICD 100 (SINGLE STATION) OR ICD 200 (TWO STATION) DECODERS
 • CONTRACTOR SHALL USE IDWIRE 14AWG WIRE PATH UP TO 10,000FT. 12AWG WIRE PATH UP TO 15,000FT.
 • CONTROLLER 'G' TO HAVE IDIYLW YELLOW JACKET WIRE.
 • GROUND TO BE PLACED EVERY 1000 FT OR EVERY 10 DECODERS WHICHEVER COMES FIRST.
 • ALL DECODER WIRES TO HAVE WATERPROOF CONNECTORS. CONNECTORS TO BE 3M[™] DIRECT BURY SPLICES DBR/Y-6 AND DBO/B-6 OR APPROVED EQUAL (SEE DETAILS FOR LOCATIONS)



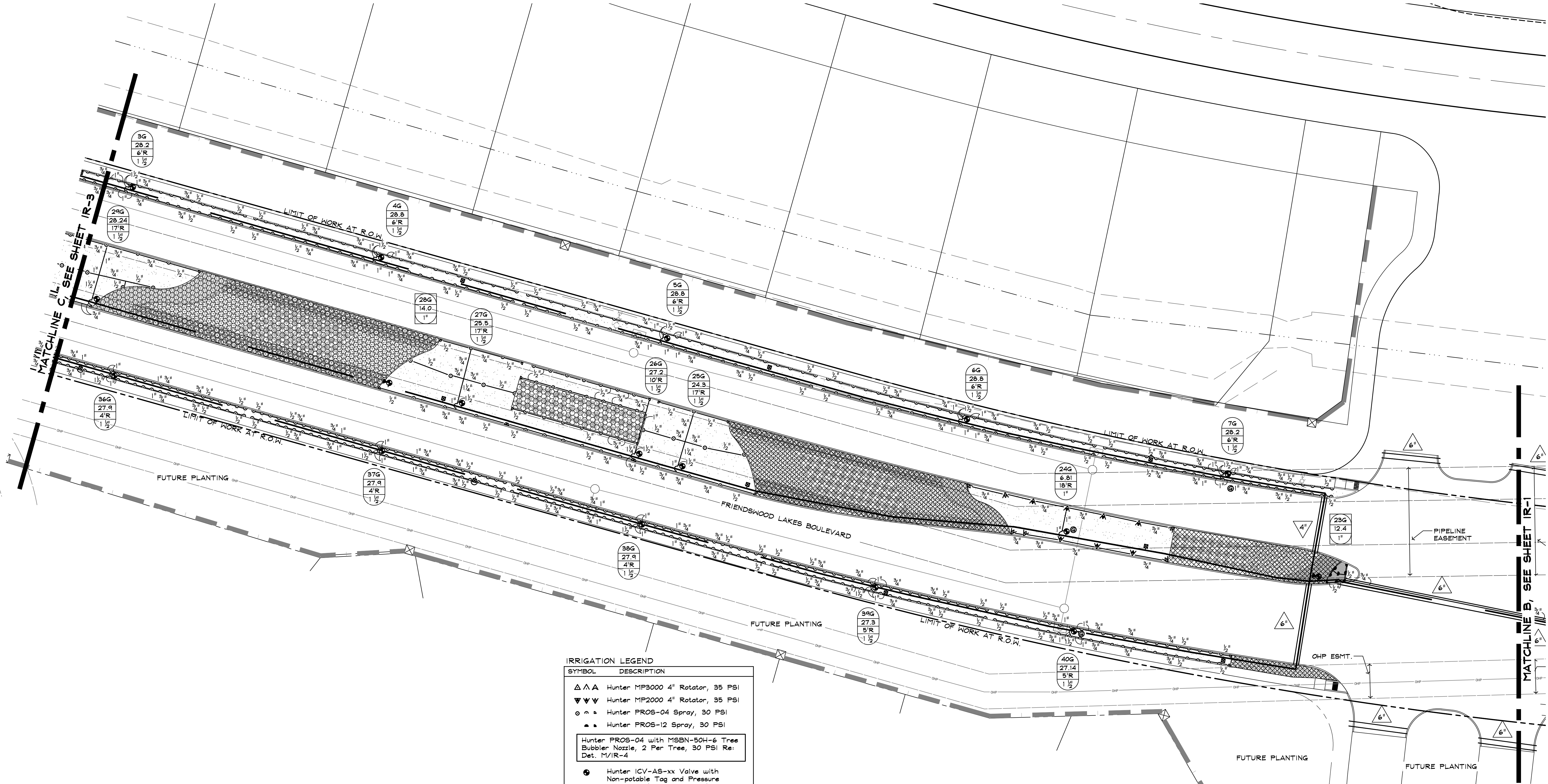
AVALON AT FRIENDSWOOD PHASE 1 BLVD LANDSCAPE IMPROVEMENTS

Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX

Irrigation Plan

Date: 5/27/2021
Scale: 1"=20'-0"
Job No: 245-20-102
Revised:

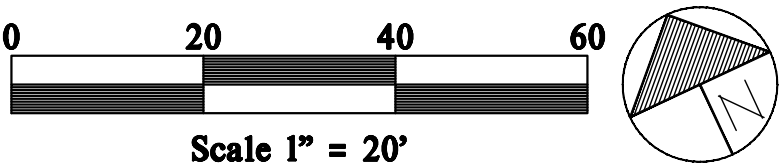
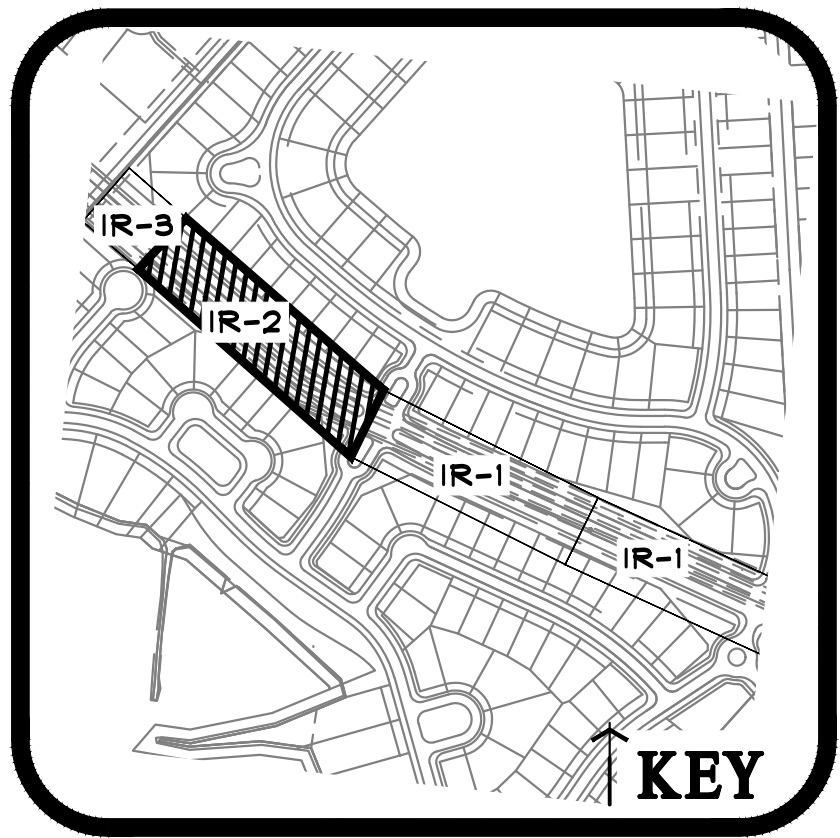
IR-2



SYMBOL	DESCRIPTION
▲▲▲	Hunter MP3000 4" Rotator, 35 PSI
▼▼▼	Hunter MP2000 4" Rotator, 35 PSI
○ ~ ~	Hunter PROS-04 Spray, 30 PSI
● ~ ~	Hunter PROS-12 Spray, 30 PSI
Hunter PROS-04 with MSBN-50H-6 Tree Bubbler Nozzle, 2 Per Tree, 30 PSI Re: Det. M/R-4	
⊙	Hunter ICV-AS-xx Valve with Non-potable Tag and Pressure Regulator (Size per Heads)
⊙	Hunter Valve & ICZ-101-25 Drip Zone Control Kit With PLD-06 Tubing
⊙	Drip Irrigation Zone Designation Hunter PLD-06 Tubing, 18" Tubing Spacing Re: Det. N/R-4
●	2" Febco #765 Pressure Vacuum Breaker in "GuardShack" Enclosure or Approved Equal. Keep Locked at all Times.
⊙	Hunter HQ-33D-LRC-R Quick Coupling Valve with Purple Cap, Purple Valve Box Cover & "Non-potable" Tag
⊙	Ground to be Placed Every 10 Decoders or Every 1000 FT Whichever Comes First.
⊙	Hunter Flow-SYNC Sensor and Master Valve, Size Per Main Line
⊙	Hunter Solar Sync Sensor Re: Det. F/R-4
⊙	Hunter A2C-75D-PED-SS Two Wire Decoder Controller 'G' in a Stainless Steel Pedestal, 49 Stations Used (IR-1) Re: Det. A/R-4
⊙	Isolation Valve Normally Open, Size Equal to Pipe Size
⊙	2" Water Meter (IR-3)
---	3" SCH 40 Main Line, Unless Otherwise Noted
---	Class 200 PVC WHITE Lateral Pipe, Sized per Plan
---	Irrigation Sleeve
⬠	Irrigation Sleeve Size
⬠	Bore and Irrigation Sleeve Size
⬠	Valve #
⬠	GPM
⬠	Head Radius
⬠	Valve Size
⬠	Drip Valve #
⬠	Total GPM Of Area
⬠	Valve Size
All Quick Coupling Valve Boxes Shall Have Purple Lids.	
DESIGN PRESSURE 50psi	

REFER TO SHEET IR-4 FOR IRRIGATION NOTES AND IRRIGATION DETAILS

NOTE:
• CONTRACTOR SHALL USE ONLY ICD 100 (SINGLE STATION) OR ICD 200 (TWO STATION) DECODERS
• CONTRACTOR SHALL USE IDWIRE1 14AWG WIRE PATH UP TO 10,000FT. 12AWG WIRE PATH UP TO 15,000FT.
• CONTROLLER 'G' TO HAVE IDIYLW YELLOW JACKET WIRE
• GROUND TO BE PLACED EVERY 1000 FT OR EVERY 10 DECODERS WHICHEVER COMES FIRST.
• ALL DECODER WIRES TO HAVE WATERPROOF CONNECTORS.
• CONNECTORS TO BE 3M DIRECT BURY SPLICES DBR/Y-6 AND DBO/B-6 OR APPROVED EQUAL (SEE DETAILS FOR LOCATIONS)



AVALON AT FRIENDSWOOD PHASE 1 BLVD LANDSCAPE IMPROVEMENTS

Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX

Irrigation Plan

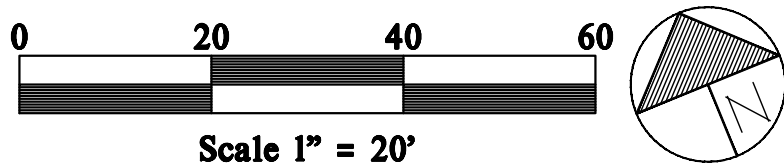
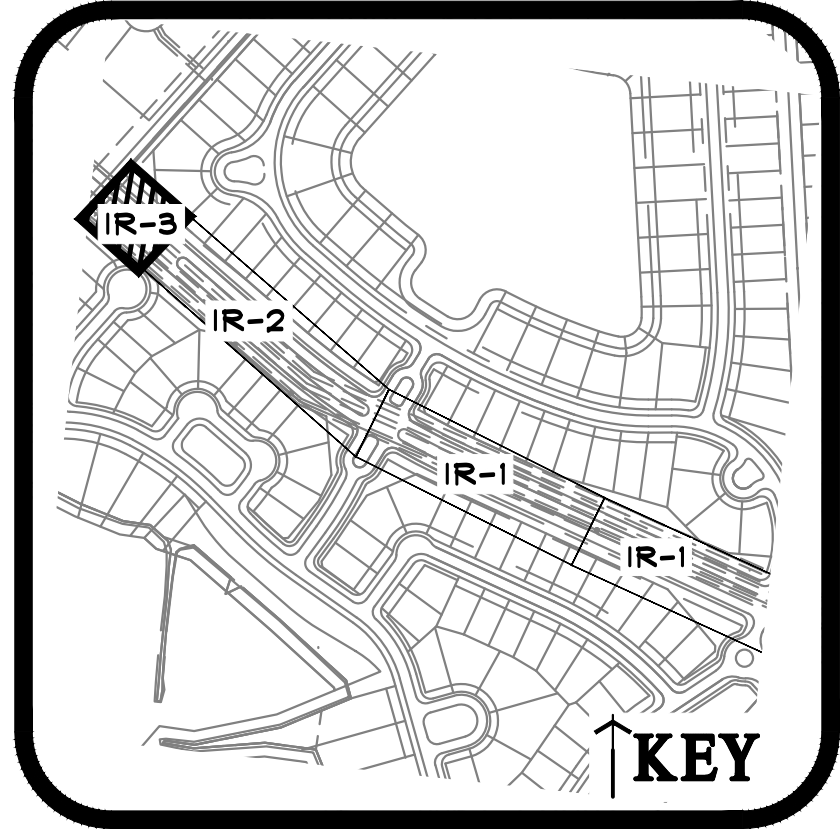
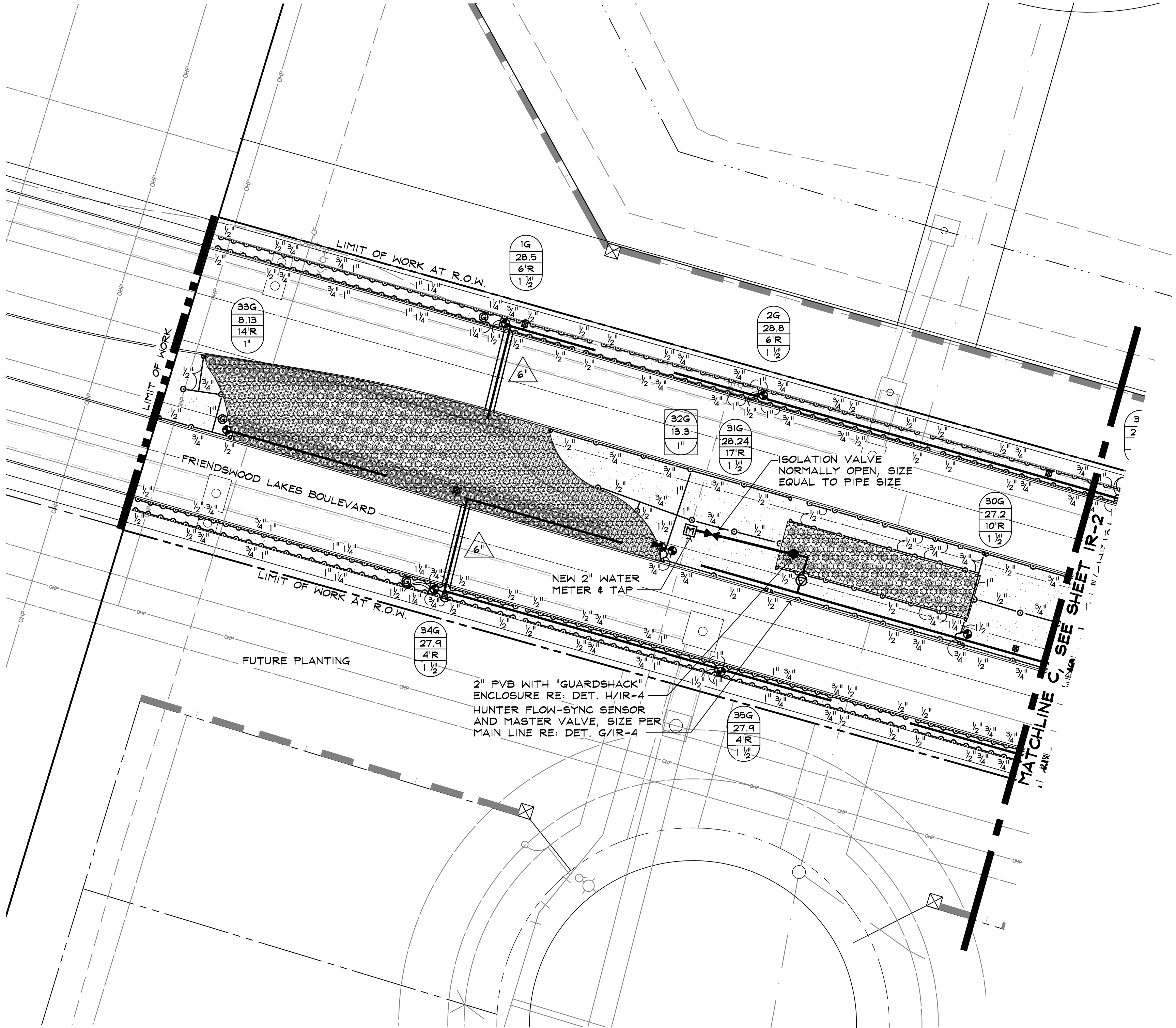
Date: 5/27/2021
Scale: 1"=20'-0"
Job No: 245-20-102
Revised:

IR-3

REFER TO SHEET IR-4 FOR IRRIGATION
NOTES AND IRRIGATION DETAILS

- NOTE:
- CONTRACTOR SHALL USE ONLY ICD 100 (SINGLE STATION) OR ICD 200 (TWO STATION) DECODERS
 - CONTRACTOR SHALL USE IDI WIRE 14AWG WIRE PATH UP TO 10,000FT. 12AWG WIRE PATH UP TO 15,000FT.
 - CONTROLLER 'G' TO HAVE IDI WIRE YELLOW JACKET WIRE
 - GROUND TO BE PLACED EVERY 1000 FT OR EVERY 10 DECODERS WHICHEVER COMES FIRST.
 - ALL DECODER WIRES TO HAVE WATERPROOF CONNECTORS. CONNECTORS TO BE 3/16" DIRECT BURY SPLICES DBRY-6 AND DBO/B-6 OR APPROVED EQUAL (SEE DETAILS FOR LOCATIONS).

IRRIGATION LEGEND	
SYMBOL	DESCRIPTION
△△△	Hunter MP3000 4" Rotator, 35 PSI
▽▽▽	Hunter MP2000 4" Rotator, 35 PSI
○△△	Hunter PROS-04 Spray, 30 PSI
▲▲▲	Hunter PROS-12 Spray, 30 PSI
Hunter PROS-04 with MSBN-50H-6 Tree Bubbler Nozzle, 2 Per Tree, 30 PSI Re: Det. M/IR-4	
●	Hunter IGV-AS-xx Valve with Non-potable Tag and Pressure Regulator (Size per Heads)
⊙	Hunter Valve & ICZ-101-25 Drip Zone Control Kit With PLD-06 Tubing
■	Drip Irrigation Zone Designation Hunter PLD-06 Tubing, 18" Tubing Spacing Re: Det. N/IR-4
●	2" Febco #765 Pressure Vacuum Breaker in "GuardShack" Enclosure or Approved Equal. Keep Locked at all Times.
⊠	Hunter HQ-33D-LRG-R Quick Coupling Valve with Purple Cap, Purple Valve Box Cover & "Non-potable" Tag
⊙	Ground to be Placed Every 10 Decoders or Every 1000 FT Whichever Comes First.
⊙	Hunter Flow-SYNC Sensor and Master Valve, Size Per Main Line
⊠	Hunter Solar Sync Sensor Re: Det. F/IR-4
⊠	Hunter A2C-75D-PED-SS Two Wire Decoder Controller 'G' in a Stainless Steel Pedestal, 49 Stations Used (IR-1) Re: Det. A/IR-4
⊠	Isolation Valve Normally Open, Size Equal to Pipe Size
⊠	2" Water Meter (IR-3)
---	3" SCH 40 Main Line, Unless Otherwise Noted
---	Class 200 PVC WHITE Lateral Pipe, Sized per Plan
---	Irrigation Sleeve
△	Irrigation Sleeve Size
△	Bore and Irrigation Sleeve Size
G gpm R 1 1/2"	Valve # gpm Head Radius Valve Size
G gpm R 1 1/2"	Drip Valve # gpm Total gpm Of Area Valve Size
All Quick Coupling Valve Boxes Shall Have Purple Lids.	
DESIGN PRESSURE 50psi	



Stephanie Lee, Texas
Registered Landscape Architect #2602
For BIDDING Only: 5/27/2021

*NOT for regulatory approval,
permitting or construction.*

AVALON AT FRIENDSWOOD PHASE 1 BLVD LANDSCAPE IMPROVEMENTS

Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX

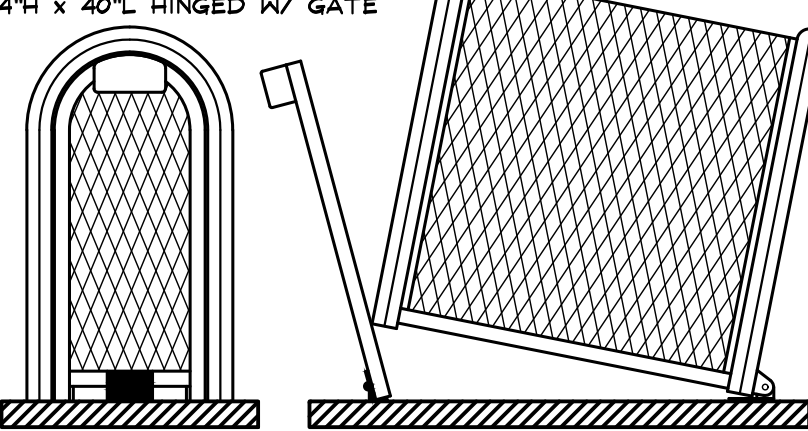
Irrigation Details & Notes

Date: 5/27/2021
Scale: AS SHOWN
Job No: 245-20-102
Revised:

IR-4

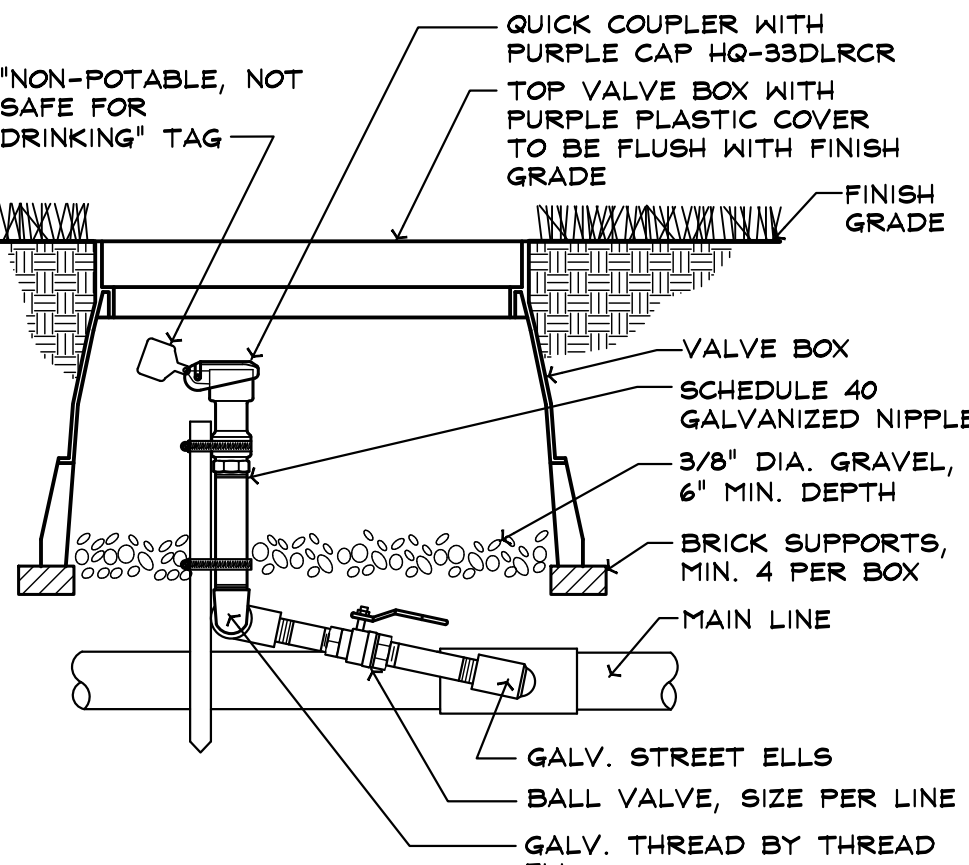
STANDARD GUARDSHACK™
SIZES: INTERNAL DIMENSIONS
HGS- 1 10'W x 24'H x 22'L HINGED 1/4' GATE
HGS- 2 10'W x 24'H x 30'L HINGED 1/4' GATE
HGS- 3 10'W x 24'H x 40'L HINGED 1/4' GATE

GUARDSHACK™ DIVISION OF B.P.D.I.
1-800-266-5411
www.guardshackenclosures.com

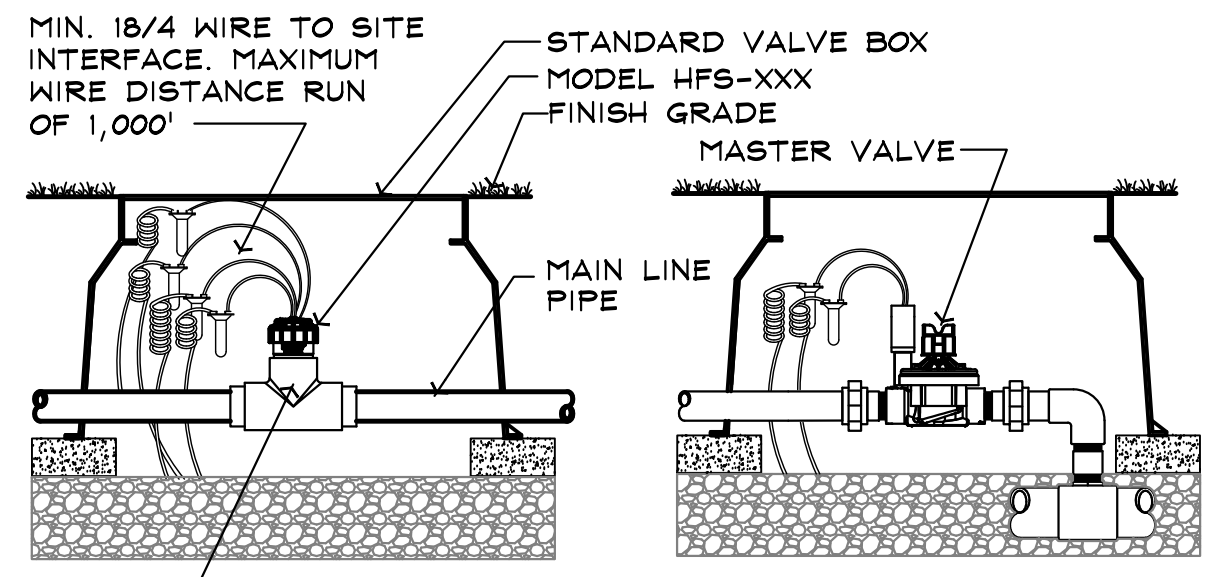


- GUARDSHACK™ GENERAL SPECIFICATIONS**
- All pipe shall be 1/2" schedule 40 A.S.T.M. A-83 Grade A- Electric Weld pipe.
 - Angle iron shall be 1" x 1" x 1/2" steel.
 - Expanded metal shall be 1/2" spacing x 1/2" IS 56 flatness diamond pattern steel.
 - All Enclosures shall have an integrated Lock Shield Bracket (LSB).
 - There shall be no exposed ends of expanded metal on the outside of the enclosure.
 - Welding shall be a minimum of 1/4" long welds on 4" spacing.
 - Hardware kits provided for mounting enclosures.
 - Hardware shall be securely attached to enclosures.
 - All mounting hardware shall be concealed internally.
 - All enclosures shall withstand a minimum of 200 lbs. per square foot without any permanent deflection or distortion.
 - 3/8" spacing between angle iron framework of enclosure and slab to prevent rusting. Only pipe ends to touch slab.
- POWDERCOATED UNITS**
- Pre-powdercoat Treatment Process
Clean Guardshack E unit with a 5-24 alkaline cleaner, overflow rinse, apply an AC-BIS iron phosphate treatment, overflow rinse and finish with a 516 sealer rinse to prevent rusting and improve adhesion.
- Powdercoat Treatment Process
Units shall be pre-treated and coated by electrostatic application of 2.0 to 3.5 mil thickness on all surfaces. Powder shall be RAL 1019 Woodlands Tan or TCI 8810-6085 Forest Green or approved equal. Impact Resistance Finish 160 inch pounds direct 160 inch pounds reverse, per ASTM D-2794 specs. Gloss Finish 95, per ASTM D-523. Adhesion to be noted excellent when tested to ASTM D-3359 standards.

H GUARDSHACK™ ENCLOSURES HGS SERIES NTS



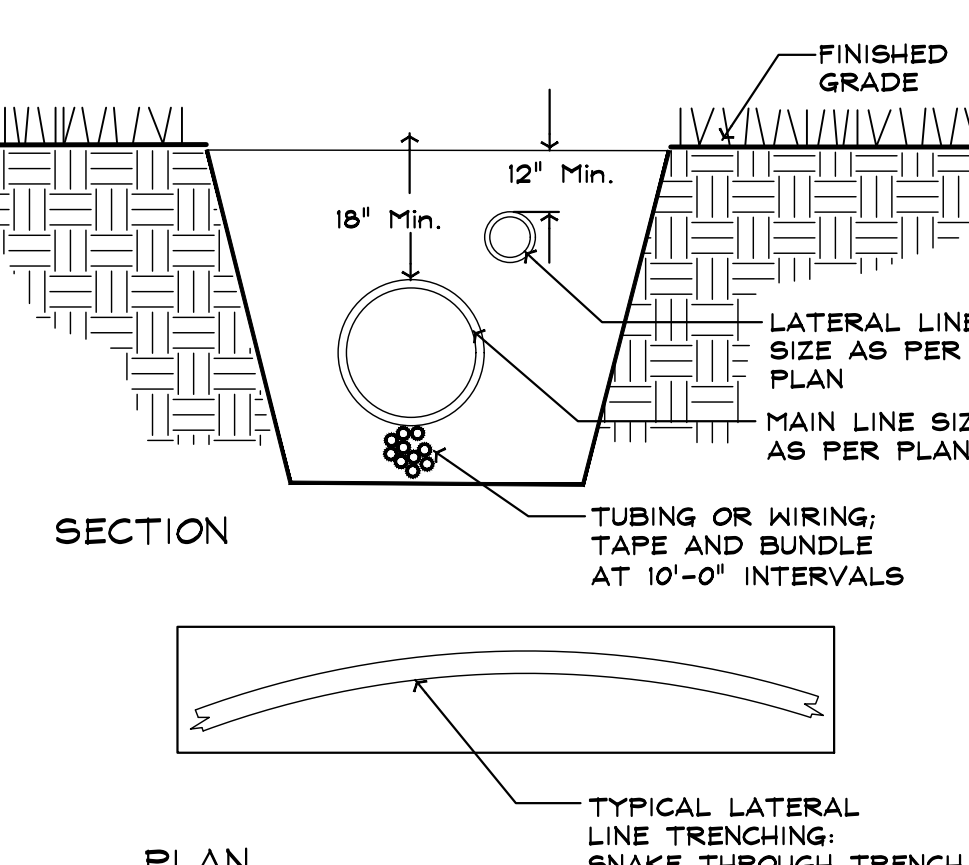
D QUICK COUPLING NTS



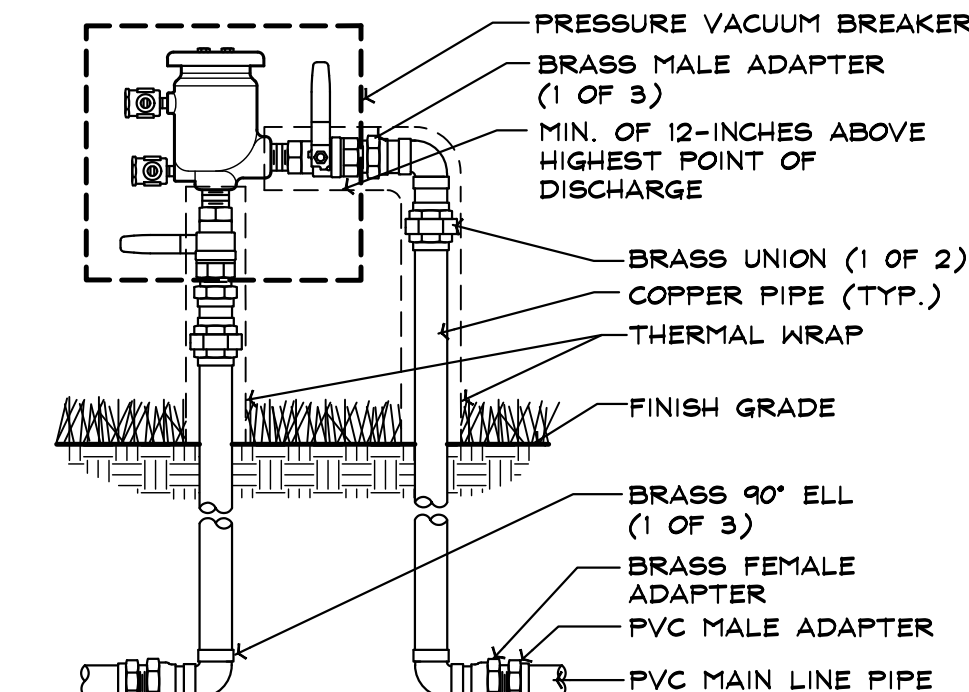
FCT FITTING SELECTION

FCT	1 INCH	SCH. 40
FCT100	1.5 INCH	SCH. 40
FCT150	1.5 INCH	SCH. 80
FCT200	2 INCH	SCH. 40
FCT206	2 INCH	SCH. 80
FCT300	3 INCH	SCH. 40
FCT306	3 INCH	SCH. 80
FCT400	4 INCH	SCH. 40

G GUARDFLOW™ FLOW-SYNC FLOW SENSOR INSTALLATION DETAIL NTS

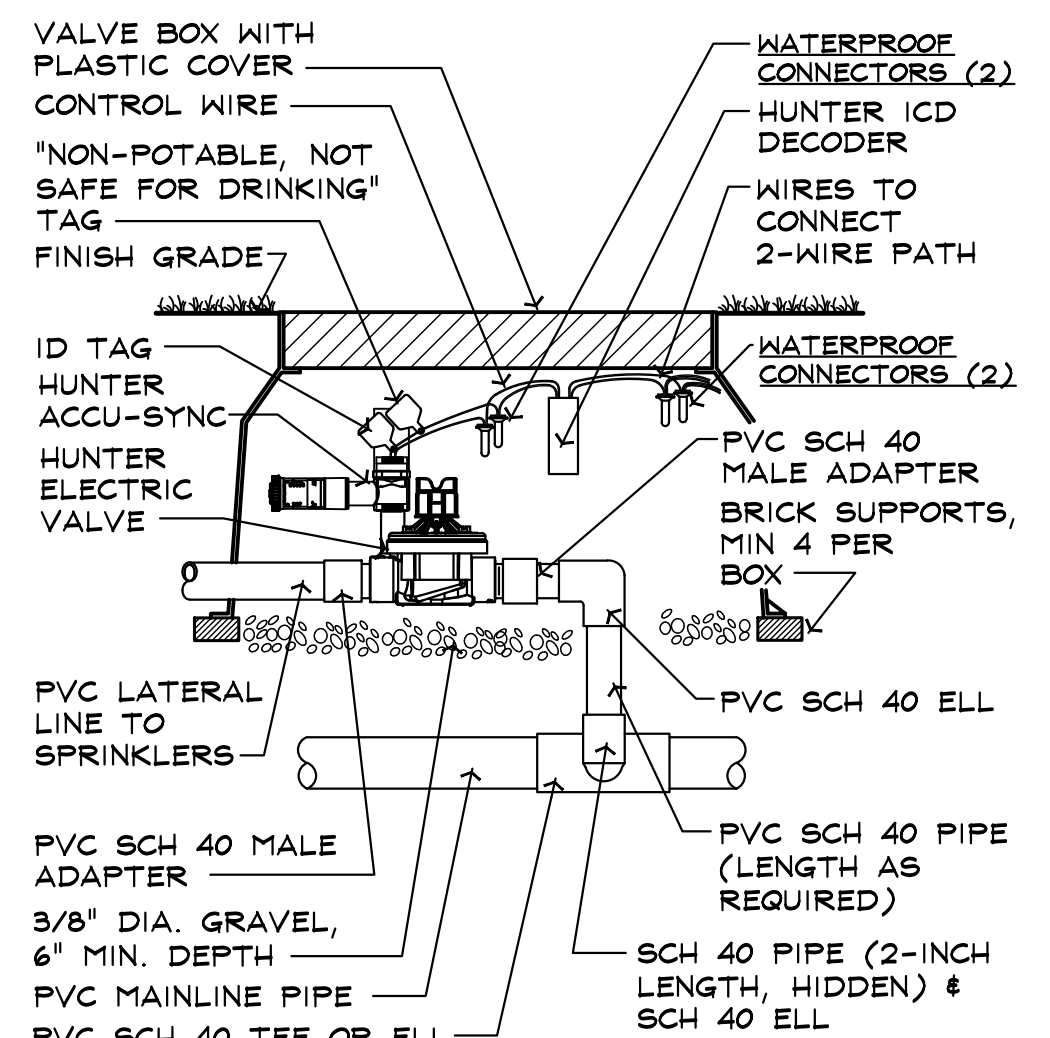


C MAIN LINE IN TRENCH NTS

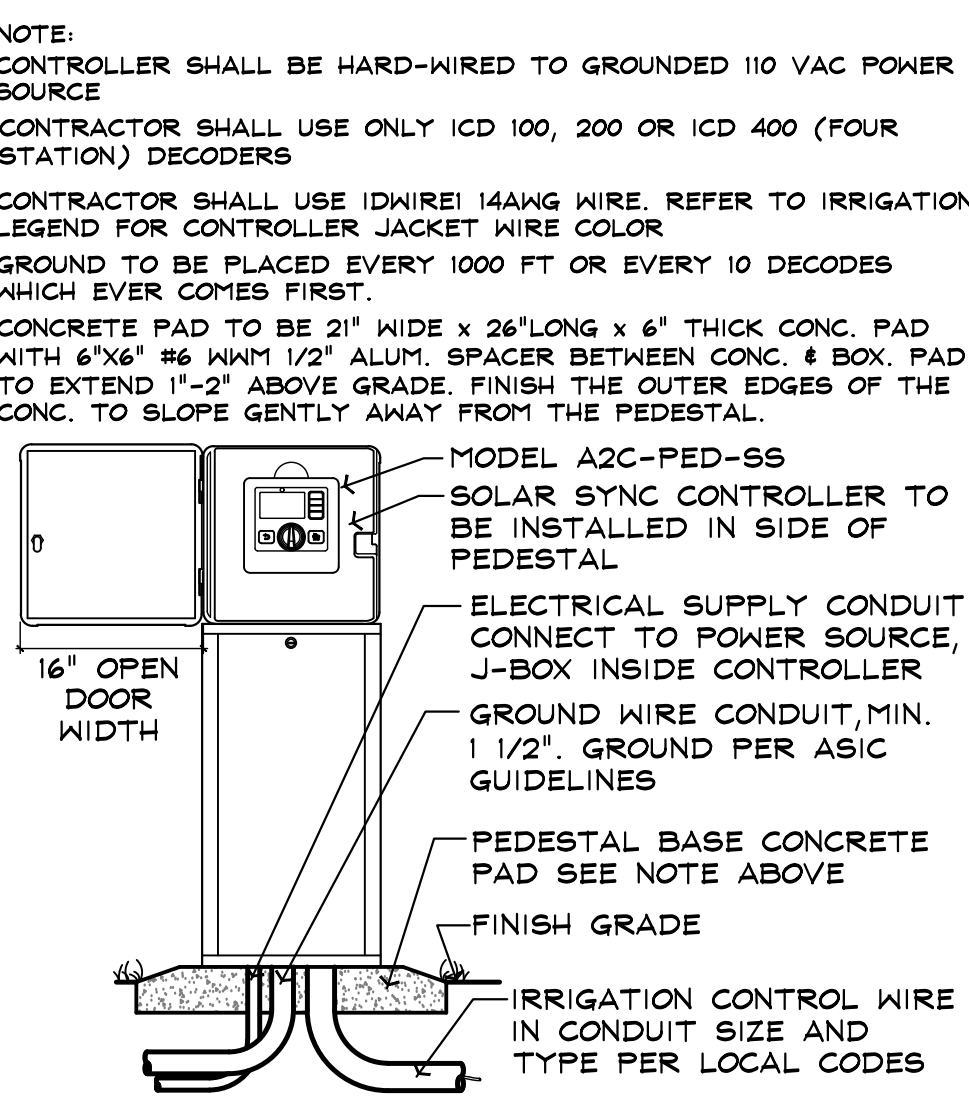


- NOTE:**
- INSTALL BACK FLOW PREVENTER AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT. VERIFY LOCAL REQUIREMENTS PRIOR TO INSTALLATION.
 - INSTALL 'GUARDSHACK' ENCLOSURE BY BACKFLOW PREVENTION DEVICE ENCLOSURES. ENCLOSURE TO BE DETERMINED BY SIZE OF BACKFLOW PREVENTER.

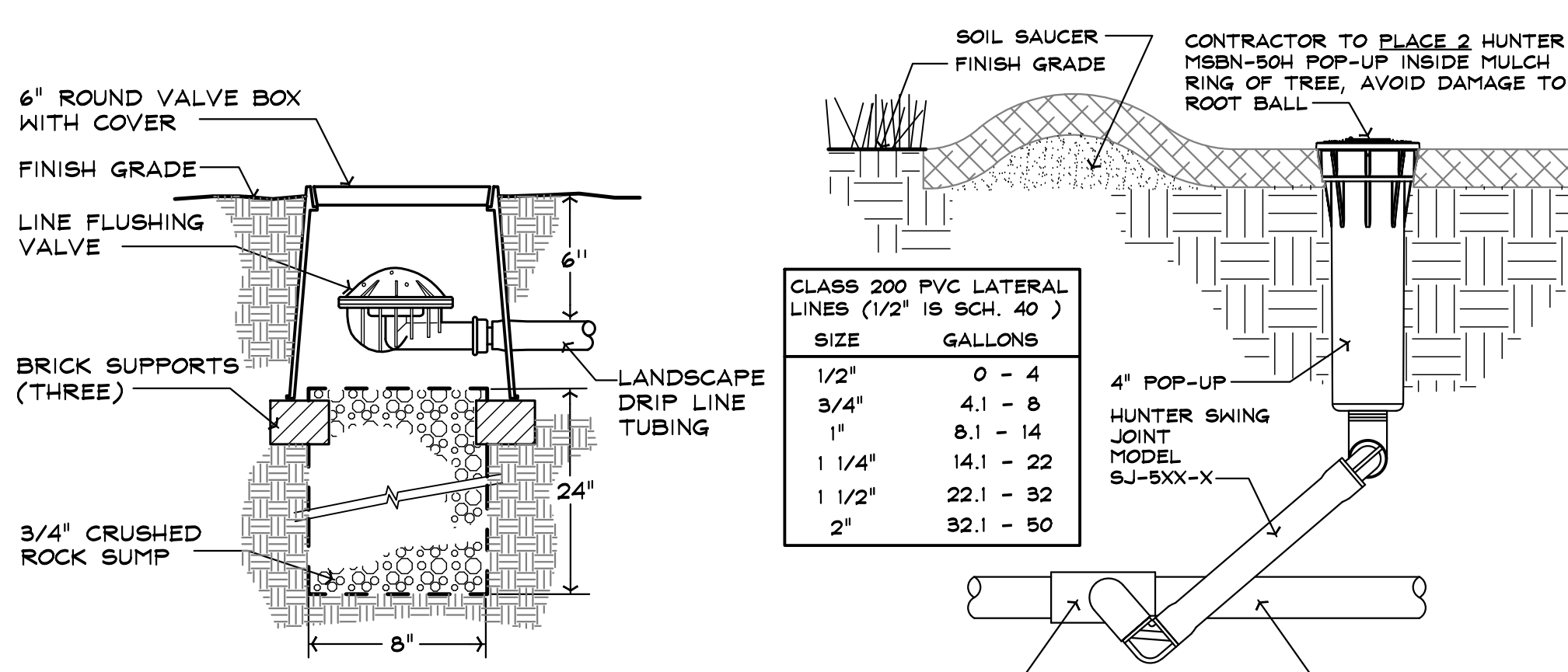
B PRESSURE VACUUM BREAKER- FEECO #765 PVB NTS



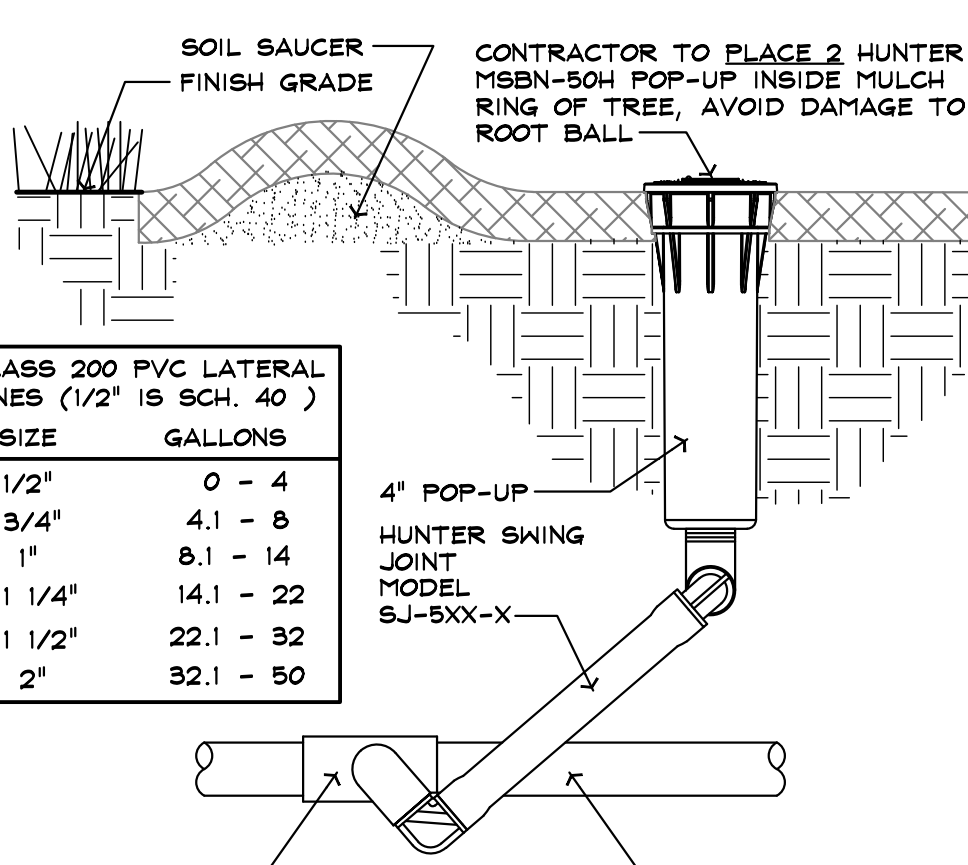
F GUARDFLOW™ WIRELESS SOLAR SYNC SENSOR SYSTEM NTS



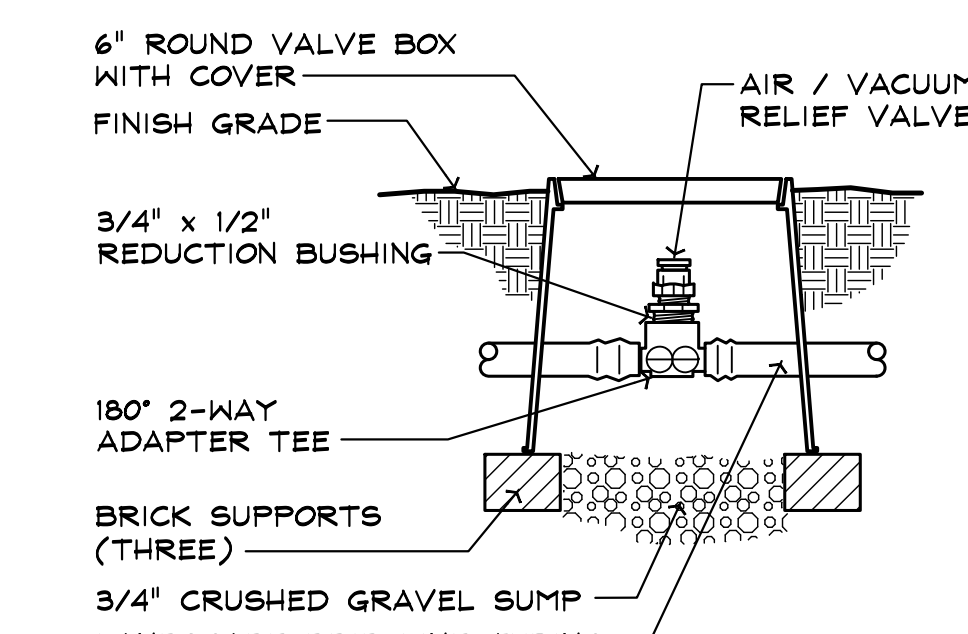
A GUARDFLOW™ ACC2 PED-SS DECODER CONTROLLER IN STAINLESS STEEL PEDESTAL NTS



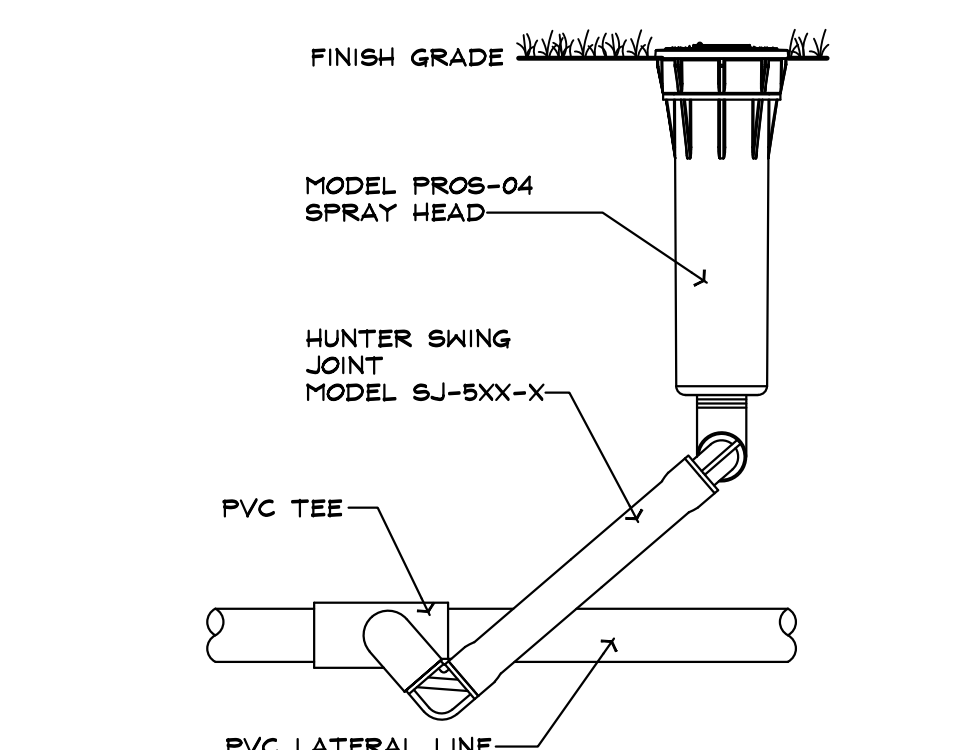
R HUNTER™ LANDSCAPE DRIP LINE FLUSHING VALVE NTS



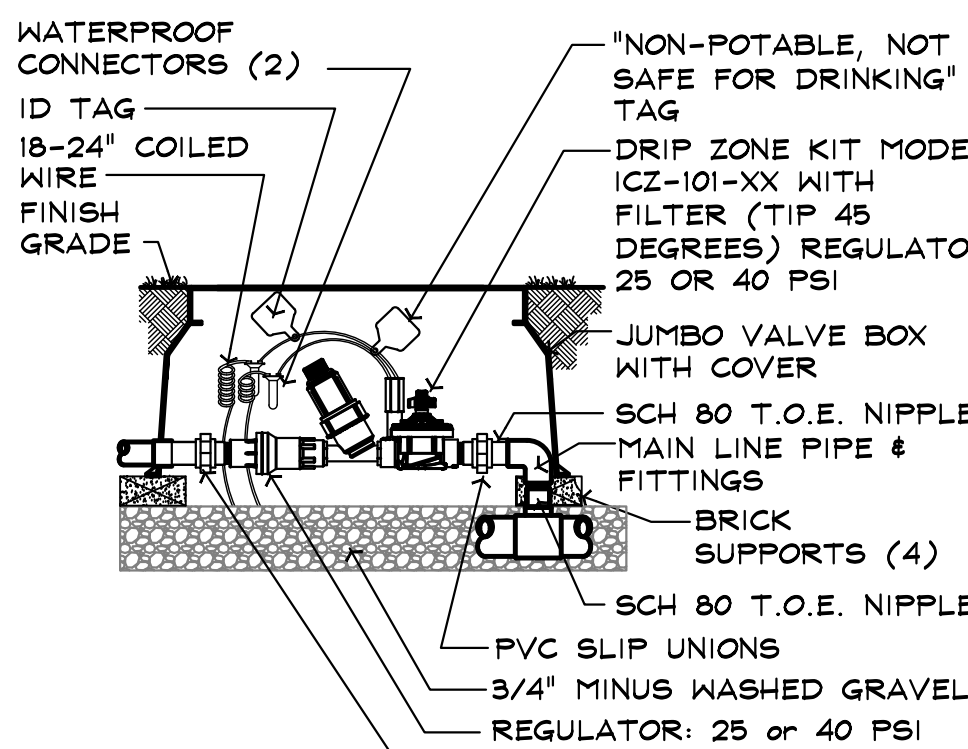
M HUNTER™ BUBBLER HEAD 4" POP-UP SWING INSTALLATION DETAIL NTS



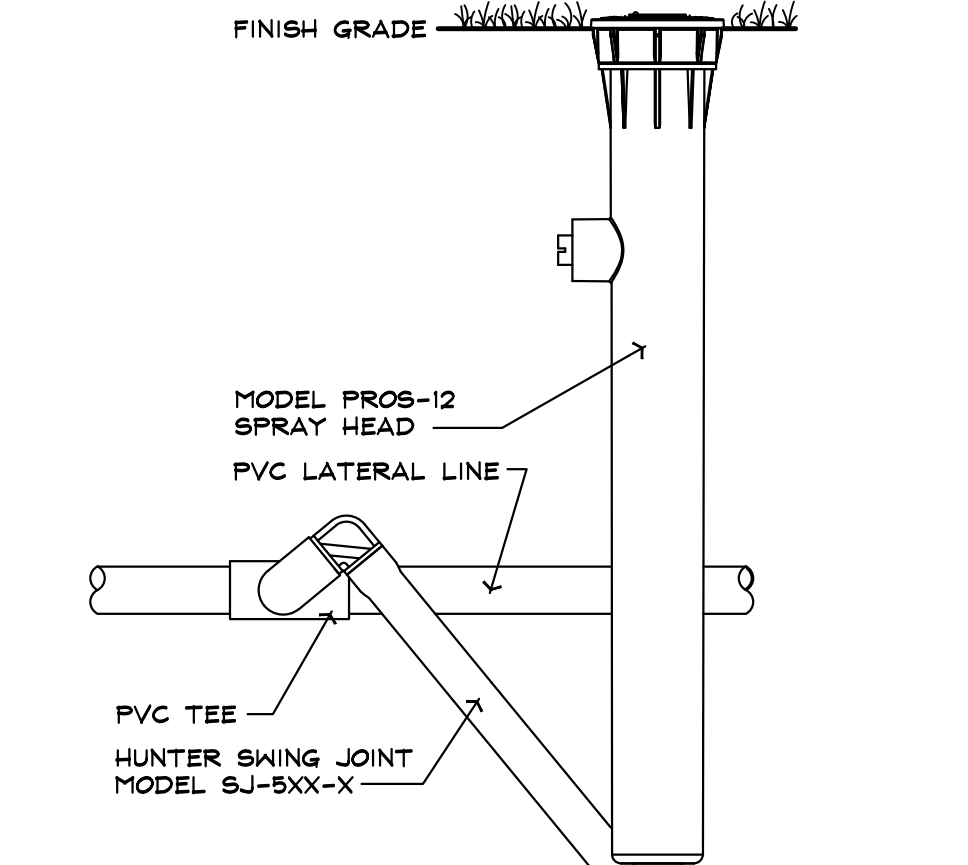
Q HUNTER™ LANDSCAPE DRIP LINE RELIEF VALVE NTS



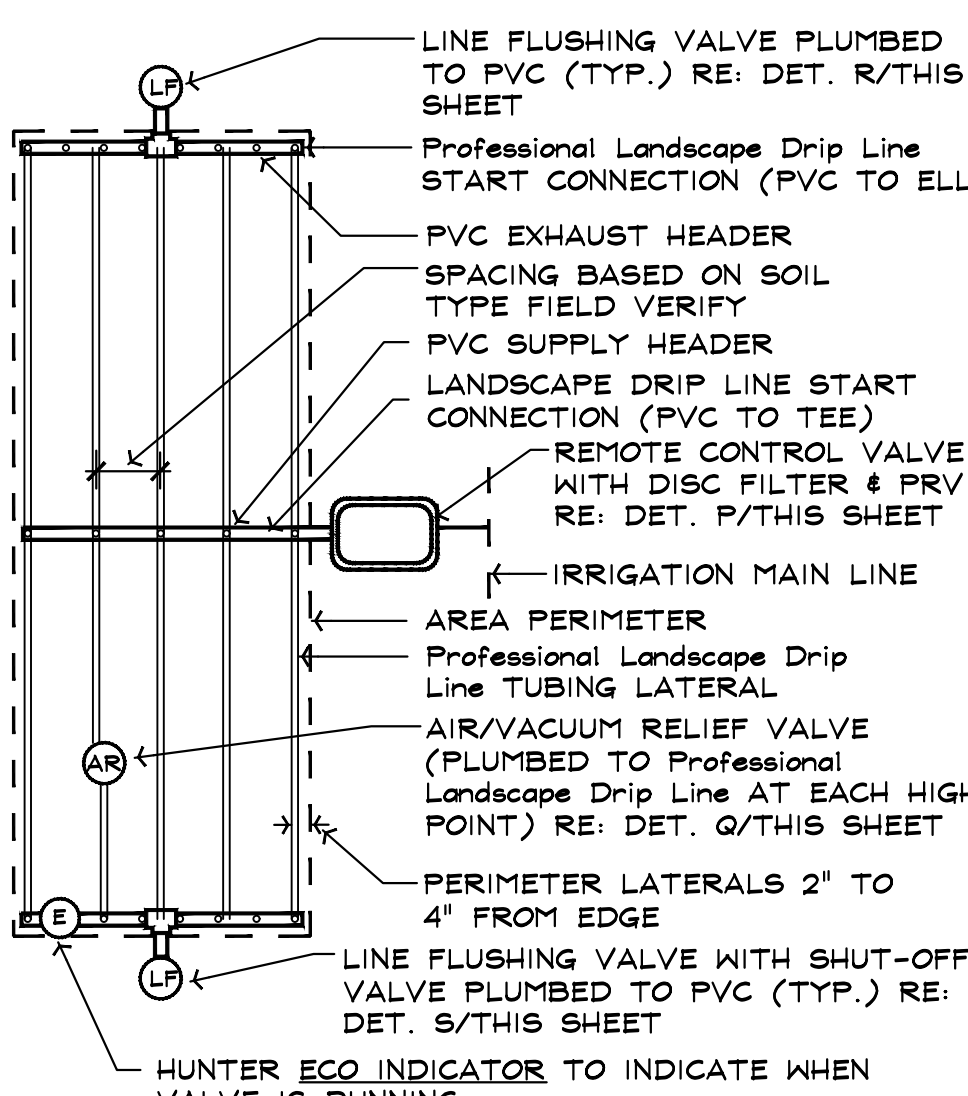
L HUNTER™ PROS-04 SPRAY HEAD SWING INSTALLATION DETAIL NTS



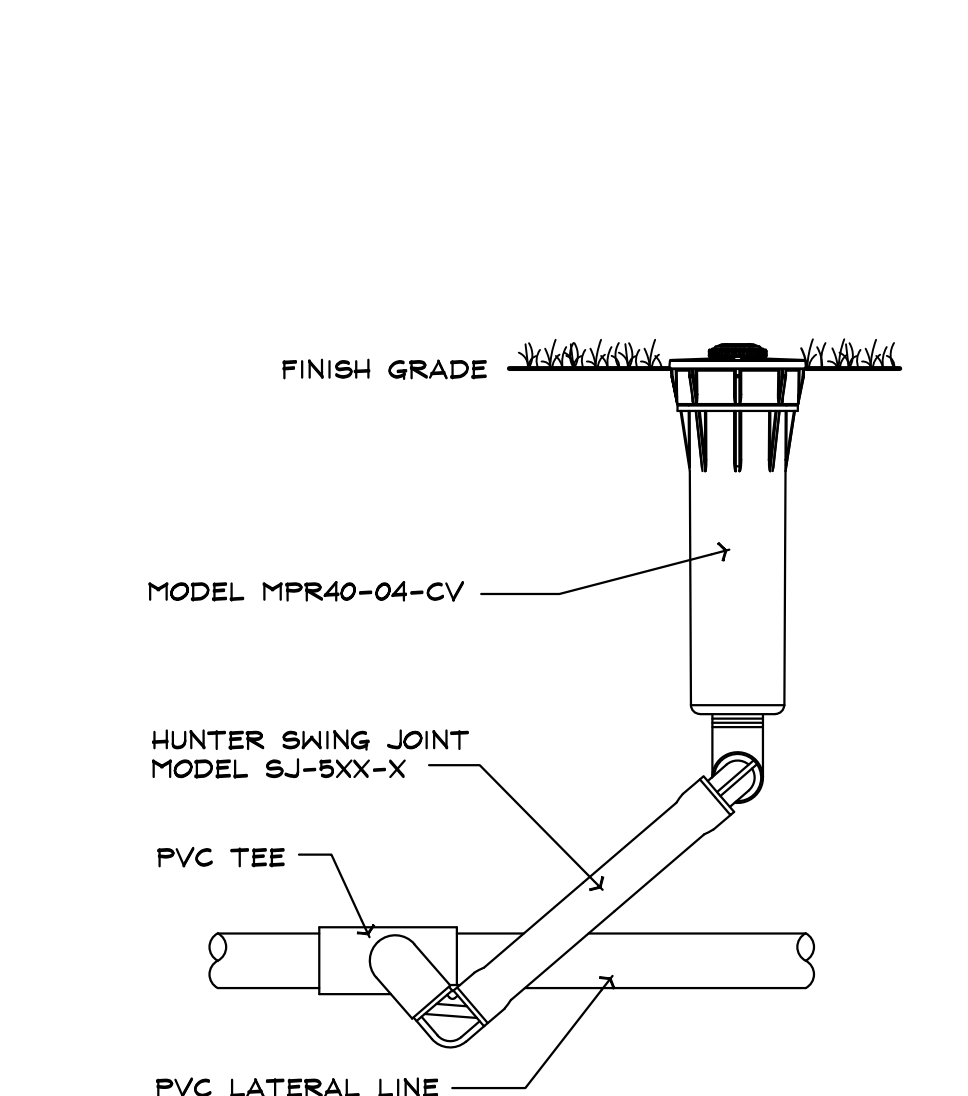
P HUNTER™ DRIP CONTROL ZONE ICZ-101-xx KIT NTS



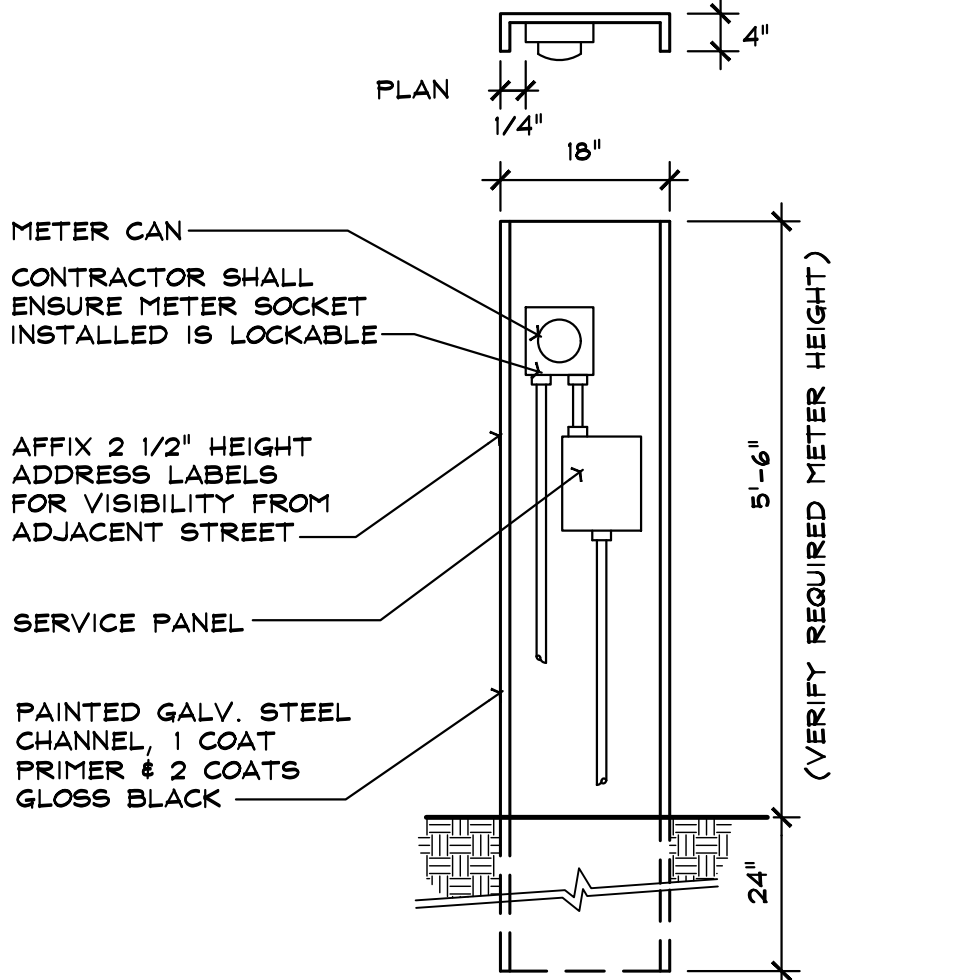
K HUNTER™ PROS-12 SPRAY HEAD SWING INSTALLATION DETAIL NTS



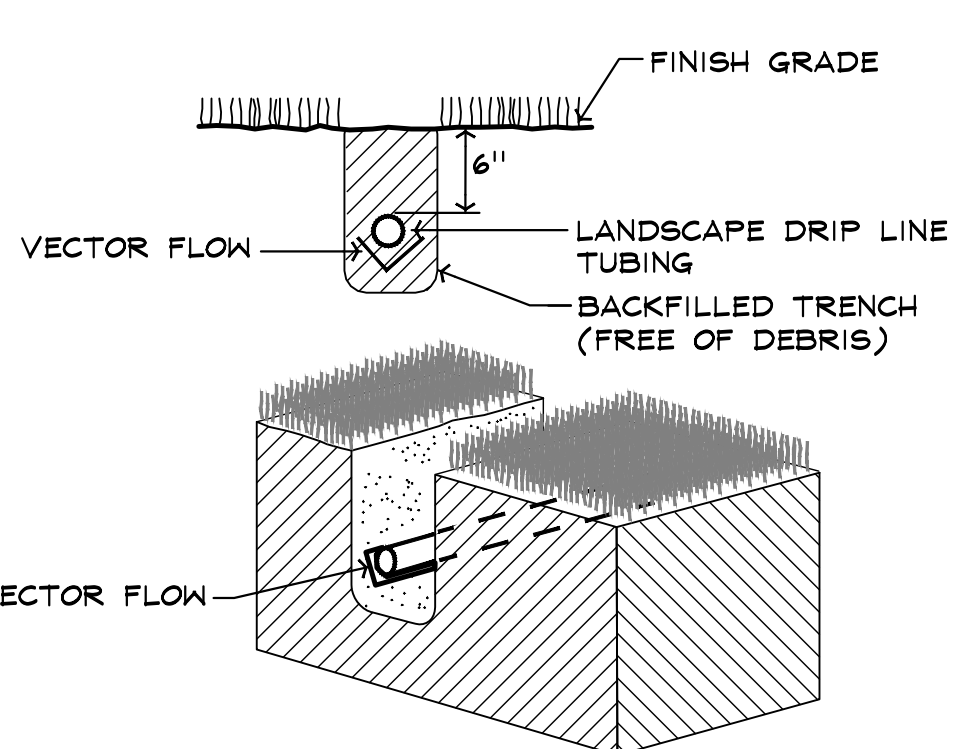
S HUNTER™ LANDSCAPE DRIP LINE FLUSHING & SHUT-OFF VALVE NTS



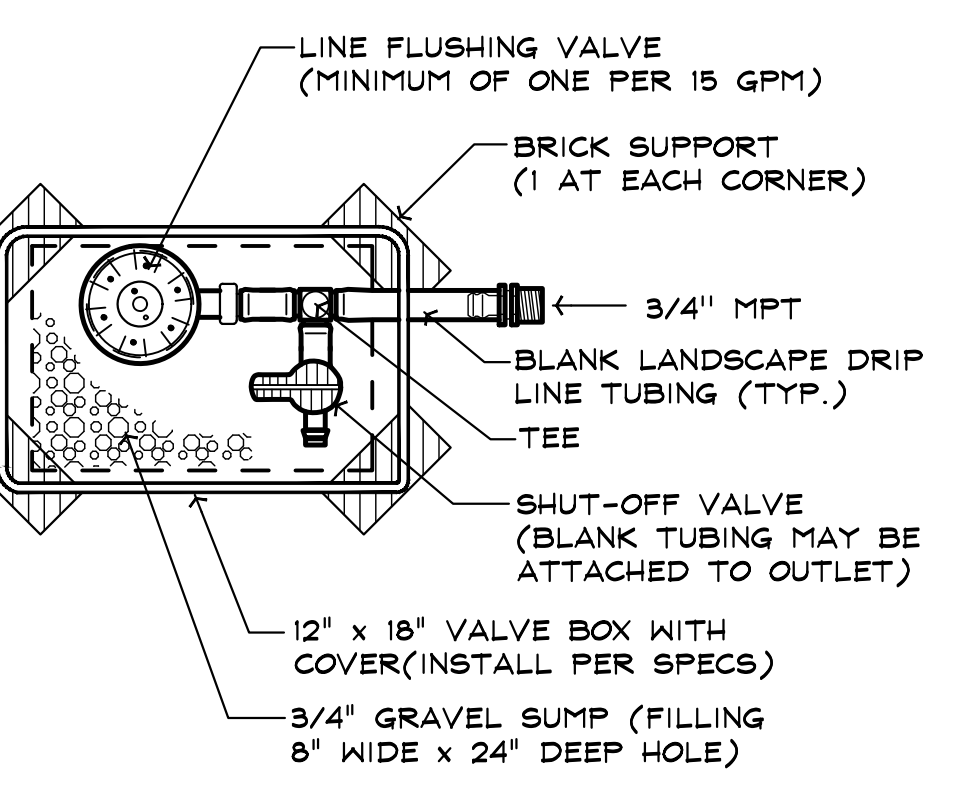
J HUNTER™ MP ROTATOR SPRINKLER SWING INSTALLATION DETAIL NTS



U EXISTING GALV. STEEL CHANNEL DETAIL NTS



T HUNTER™ LANDSCAPE DRIP LINE TRENCHING NTS



S HUNTER™ LANDSCAPE DRIP LINE FLUSHING & SHUT-OFF VALVE NTS

IRRIGATION NOTES:

- The contractor shall make arrangements and pay costs for installation of irrigation water meters at the approximate locations. Verify with Owner's Representative for the addresses for each.
- Except as otherwise noted, the contractor shall procure permits and licenses, pay charges and fees and give notices necessary and incidental to the due lawful prosecution of the work.
- The contractor shall follow the applicable City Department of Public Works specifications for installation of water meter and hot tapping.
- The contractor shall notify pertinent utility companies 48 hours prior to construction for current utility locations. Extreme care shall be exercised in excavating and working near existing utilities. Contractor shall verify the location and condition of utilities and be responsible for damage to utilities.
- The contractor shall at all times protect his work from damage and theft, and replace all damaged or stolen parts until the work is accepted in writing by owner.
- The contractor shall not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that obstructions, grade differences or differences in the area's dimensions exist that might not have been in the design. Such obstructions or differences shall be brought to the attention of the Landscape Architect. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.
- The contractor shall clearly mark exposed excavations, materials and equipment. Cover or barricade trenches when contractor is not on site.
- For purposes of clarity, some irrigation lines and valves may be shown outside of property or in paved areas. Locate all lines and valves in planting area unless otherwise noted.
- Adjust any of irrigation heads for even coverage. Head layout shall be as per plans.
- Avoid existing or future location of tree balls when laying pipe.
- The contractor shall place lateral lines and irrigation heads adjacent to lot lines a minimum of 24" within landscape reserve.
- When connecting to an existing irrigation system, schedule to have existing system shut down for as short a time as possible.
- Patch and repair any and all damage done to existing plant material and grading during installation of this work.
- All pop-up sprays or rotary sprinkler heads must be installed no closer than 4" from a hardscape. All pipes and underground electrical wires must be buried a minimum of 6" deep.
- PVC pipe and fittings must be primed with colored primer.
- All unused elbows shall be capped at 6" deep and the hole filled in with top soil to match the finish grade.
- Contractor to coordinate with proper entity to set up water account under Owner Provided account information. Water cost to be paid for by the Owner. Meter, Tap, and Fee to be paid for by Contractor.
- The contractor shall stake controller and PVB locations for approval by Landscape Architect prior to their installation.
- Contractor shall provide original and 2 copies of Pressure Vacuum Breaker certification to the Owner at completion of project.
- Install GuardsHACK Enclosure by Backflow Prevention Device Enclosures. Enclosure to be determined by size of Backflow Preventer. 1-800-266-5411 or local rep Armstrong/Weatherly 713-642-5566.
- Contractor shall ensure all Backflow Preventers cages are secure and locked at all times.

LANDSCAPE GENERAL NOTES

QUALITY ASSURANCE

- A.

Installer: Installation of planting work shall be performed by a single firm specializing in landscape and planting work. Contractor shall be licensed by the Texas Association of Nurserymen, shall possess an agricultural certificate, shall be a licensed pest applicator, and shall have not less than 5 years of experience in this type of work.
- B.

Quality Control

1.

Trees, Shrubs, and Groundcovers:

a.

Provide plants of quantity, size, genus, species and variety shown and scheduled for planting work and complying with recommendations and requirements of ANSI Z60.1 “American Standard for Nursery Stock.” Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.

b.

Label each plant with securely attached waterproof tag bearing legible designation of botanical and common name.

2.

Compliance: Ship planting materials with Certificates of Inspection as required by governing authorities. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

3.

Substitutions: Do not make substitutions unless approved in writing by Landscape Architect. If specified planting material is not obtainable, submit proof of non-availability to Landscape Architect together with proposal for use of equivalent material. Contractor shall submit proposal in a timely manner as to not impact project completion or installation of other work.

4.

Inspection: Notify Landscape Architect at least 2 weeks prior to installation, of location where materials that have been selected for planting may be inspected, either at place of growth or the site prior to planting. Plant material will be inspected for compliance with requirements for genus, species, variety, size and quality. Landscape Architect retains right to further inspect trees for size and conditions of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Contractor shall remove rejected trees immediately from site and replace with specified materials. Plant material not installed in accordance with Contract will be rejected.

SUBMITTALS

- A.

Work Schedule: Contractor shall submit a work schedule for all planting work prior to purchase and installation of plant material.
- B.

Certification:

1.

Submit, for landscape Architect's review and approval, manufacturer's or vendor's certified analysis of soil amendments. Submit other data substantiating that materials comply with specified and indicated requirements.

2.

Fertilizer certification shall be submitted for landscape Architect's review and approval as to the chemical analysis of the fertilizer, a listing of the elements contained therein and their percentages.
- C.

Maintenance Instructions: Submit typewritten instructions, including manufacturer's recommendations and instructions recommending procedures to be established by Owner for maintenance of planting work. Submit instructions prior to expiration of contractor's required maintenance period.
- D.

Submittals: Submit samples of topsoil, bark mulch and enriched bark mulch.
- E.

Plants

1.

All Plants are to be specimen quality, full pot, and head, symmetrical foliage and branching structure. Shrubs shall be full to ground.

2.

Contractor to provide samples of each tree, shrub, and groundcover species for approval by Landscape Architect prior to delivery to the site.
- F.

Plant Material of the same species shall be obtained from the same source.

DELIVERY, STORAGE AND HANDLING

- A.

Plants:

1.

Materials shall not be pruned prior to installation unless otherwise approved by Landscape Architect in writing.

2.

Deliver plants after preparation for planting has been completed and plant immediately. If planting is delayed more than 7 hours after delivery, set plants in shade, protect from weather and mechanical damage. Keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture, and water as needed.

3.

Do not remove container grown stock from containers before time of planting and water immediately after delivery and prior to planting.

JOB CONDITIONS

- A.

Planting time

1.

Correlate planting with specified maintenance periods to provide maintenance from date of Substantial Completion.

2.

Plant trees, shrubs and groundcover after final grades are established and prior to planting of lawns, unless otherwise

- directed by Landscape Architect in writing. If planting occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.
- B.

Utilities: Refer to engineering drawings and coordinate with Utility Contractor for location of utilities. Contractor shall be responsible for damage to existing utilities and structures.
- C.

Security: The Owner will not assume any responsibility for security of any materials, equipment, etc. during construction of the project until project acceptance.
- D.

Contractor shall coordinate his work with all contractors working on the site.

PREPARATION

- A.

Grading

1.

Strip existing vegetation and soil in areas to receive planting and grass to depth shown on drawings. Backfill with topsoil and planting backfill mix to depth shown on drawings.

2.

Grade surface to ensure areas drain away from lots structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes. Provide subgrade surface free of exposed boulders or stones exceeding 4 inches in greatest dimension in paved areas; 2 inches lawn areas.

3.

Berms:

a.

Each berm contour shown represents an additional 12" of elevation to be added relative to surrounding finish grade.

b.

Contractor shall sculpt and smooth all edges and transitions from surrounding finish grade with newly modified earthwork.

c.

All berms to provide positive drainage.

4.

Grade entire site to finish grade prior to scheduling tree installation
- B.

Plant Layout:

1.

Layout individual tree locations of trees to be machine moved by others and areas for multiple plantings as shown on drawings. In case of conflicts or non-contractual conditions, notify Landscape Architect before proceeding with the work.

2.

Contractor is to notify the Landscape Architect a minimum 48 hours prior to installation of plant material on site. Contractor shall flag the locations of all trees, shrubs, and ground cover plantings for Owner/ Landscape Architect's approval prior to installation. All planting installation locations not approved by the Owner/ Landscape Architect and deemed unacceptable by the Owner/ Landscape Architect shall be removed and replaced at no expense to the Owner.

3.

The quantities shown on the plant list are for the contractor's convenience. Contractor shall verify all quantities and report all discrepancies to the landscape architect immediately during the bid period so that corrections may be made prior to the bid.

4.

Mulch entire planting bed areas with 2 inches hardwood bark mulch spread consistently and evenly across root balls and entire planting bed areas. No dyed mulch shall be used.

5.

Use triangular spacing of plant material when planting large masses, unless otherwise noted.

6.

All planting bed edges shall be shovel cut.
- C.

Excavation for Shrubs

1.

All planting pits shall be excavated to size and depth in accordance with the requirements of the ANSI Z60.1, unless shown otherwise on the drawings, and back filled with the prepared planting soil mixture as specified. Test all tree pits with water before planting to assure proper drainage percolation is available. No allowance will be made for lost plants due to improper drainage. Trees shall be set plumb and held in position until the planting mixture has been flushed into place with a slow, full hose stream.
- D.

Planting Trees

1.

Set stock on 6” ht. pedestal of compacted soil, plumb and in center of pit at same elevation as adjacent finished planting grades. Place additional backfill mix around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. Place fertilizer tablets against sides of rootball as backfill mix is worked in. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Dish top of backfill to allow for mulching.

2.

Prune, thin out, and shape all plant material in accordance with standard horticultural practice and in accordance with ANSI A-300. Prune shrubs to retain natural character. Remove and replace excessively pruned or misformed stock resulting from improper pruning.

PLANTING MAINTENANCE

- A.

Contractor shall correctly maintain the planting on a weekly basis work throughout the installation process and throughout the landscape maintenance period as specified in Section 02493, Exterior Landscape maintenance.
- B.

Access to irrigation controllers related to all color areas will be provided in an effort to optimize watering conditions.
- C.

Chemical controls, both preventative and as required, shall be employed and include herbicides, fungicides, and insecticides.

- D.

A monthly application of fungicide shall be applied to help control bacterial or fungal leaf spot, powdery mildew, die back and camping off.
- E.

Fertilization shall occur following installation and monthly thereafter.
- F.

Contractor shall provide weeding and cultivation as necessary to achieve a neat, clean, and healthy appearance.
- G.

When inspected planting work does not comply with the Contract Document requirements, replace rejected work and continue specified maintenance until reinspected by Owner and found to be acceptable. Contractor shall remove rejected plants and materials promptly from site.

SOD NOTES

- A.

All areas designated to receive solid sod shall be Celebration Bermuda. Finish grade at turf areas shall be 3/4"-1" below top of adjacent pavement or curbs.
- B.

All areas designated to receive hydromulch shall be Common Bermuda.
- C.

Contractor shall place 2 strips of solid sod (Celebration Bermuda) continuous along back of curb.
- D.

Refer to plans for additional solid sod areas within scope of work. .

OVERSEEDING NOTES

- A.

Contractor is made aware that an overseeding on all landscape areas described in these plans will be included in the base bid.
- B.

If the contract warranty period falls during the winter season(Oct. 2 - April 14), overseeding shall be winter Rye grass. If the contract warranty period falls during the spring season (April 15 - Oct. 1), oversseding shall be Bermuda grass.
- C.

Both seasons shall include the application of pre-emergent herbicide and post-emergent herbicide at all tree rings and shrub bed areas. All areas that are hydromulched and sodded as part of the initial landscape installationg shall be overseeded.
- D.

At the end of each season, all grassed areas that arae thick and well-established shall be mowed low to allow the seed to reach the soil layer. Contractor shall apply fertilizers as necessary for the establishment of the Rye or Bermuda grass, whichever applies to contract.

SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE

- A.

Substantial Completion notice will be issued only after Owner and Landscape Architect inspect and approve all required planted materials and grassed areas.
- B.

Substantial Completion notice will not be granted until there exists approximately 95% turf coverage in all sodded and hydromulched areas and at least one mowing has taken place.
- C.

Final acceptance will be determined after the maintenance period and when all plant materials are alive and healthy and grass areas are established.
- D.

Final acceptance notice will be issued only after Owner and Landscape Architect inspect and approve all work as in accordance with the Contract Documents.

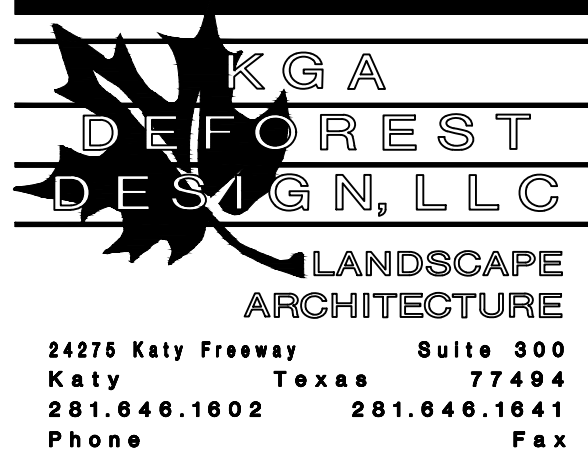
SPECIAL PROJECT WARRANTY

- A.

Contractor shall furnish written warranty of trees, shrubs and groundcover for 12 months after the date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner or abuse or damage by others.
- B.

Remove and replace shrubs and groundcover found to be dead or in unhealthy condition during warranty period. Replace shrubs and groundcover which are in doubtful condition at end of warranty period. However, if in the opinion of Owner, such doubtful material may survive, Contractor shall extend the warranty period for a full growing season. Owner will determine which items are in doubtful condition.

(03052020)



Stephanie Lee, Texas
Registered Landscape Architect #2602
For BIDDING Only: 5/27/2021
*NOT for regulatory approval,
permitting or construction.*

AVALON AT FRIENDSWOOD
PHASE 1 BLVD LANDSCAPE IMPROVEMENTS
Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX

Landscape
General Notes
Date: 5/27/2021
Scale: AS SHOWN
Job No: 245-20-102
Revised:

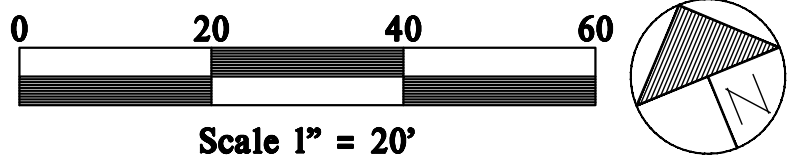
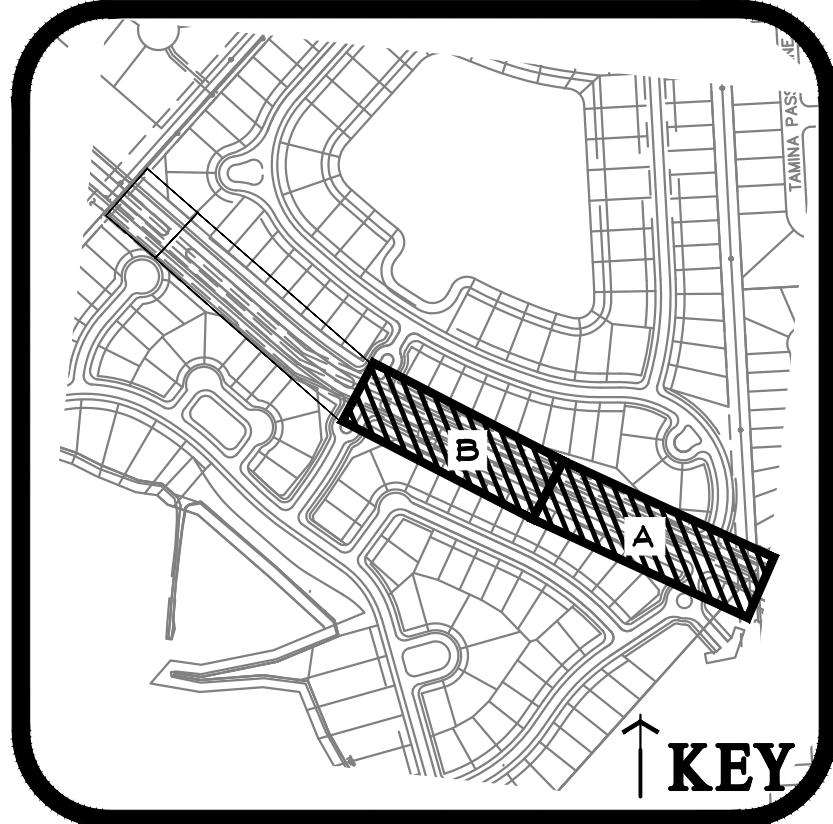
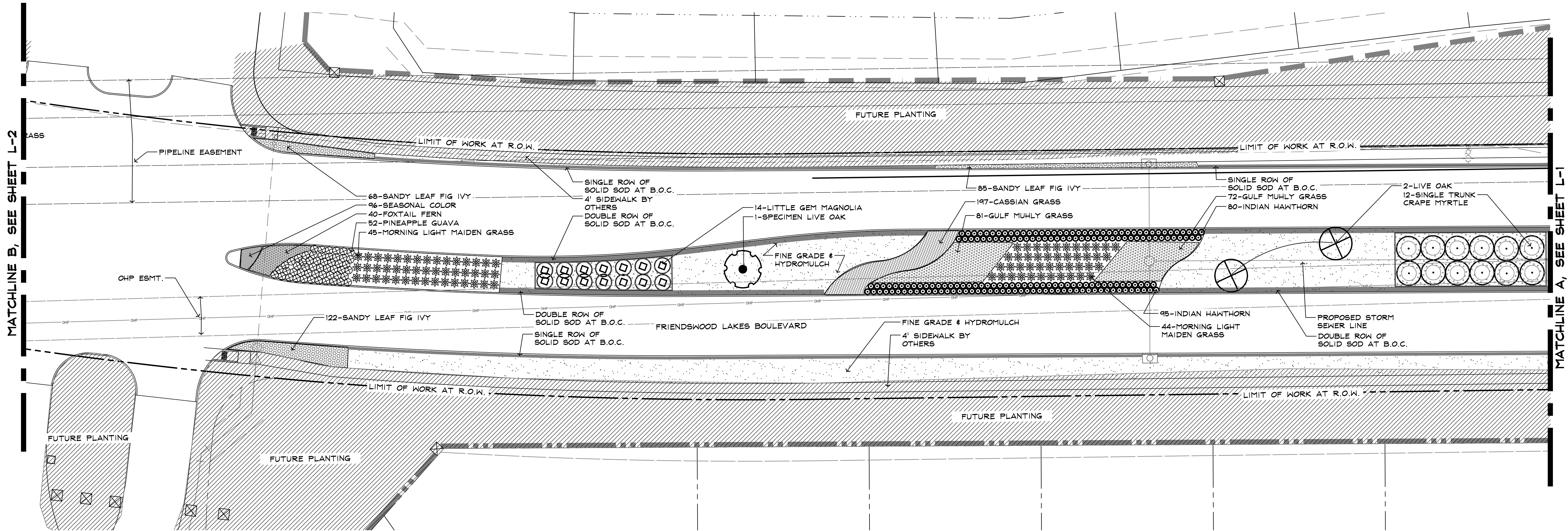
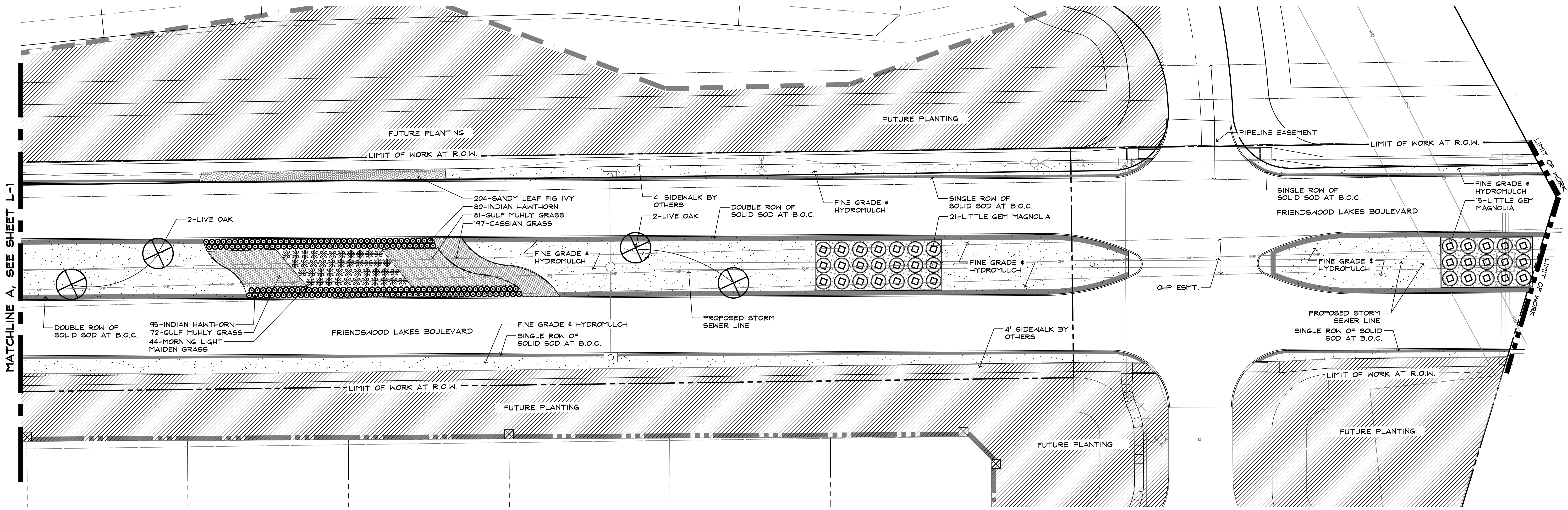
L-0

**AVALON AT FRIENDSWOOD
PHASE 1 BLVD LANDSCAPE IMPROVEMENTS**

Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX

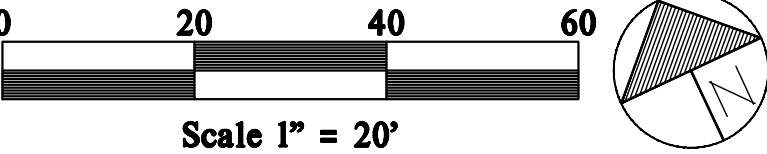
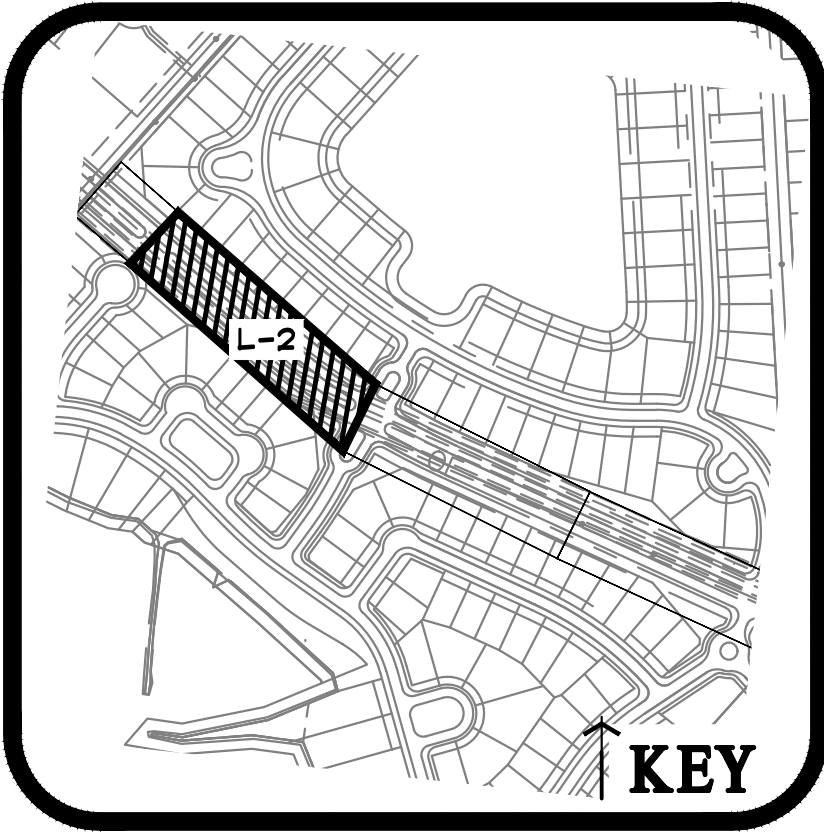
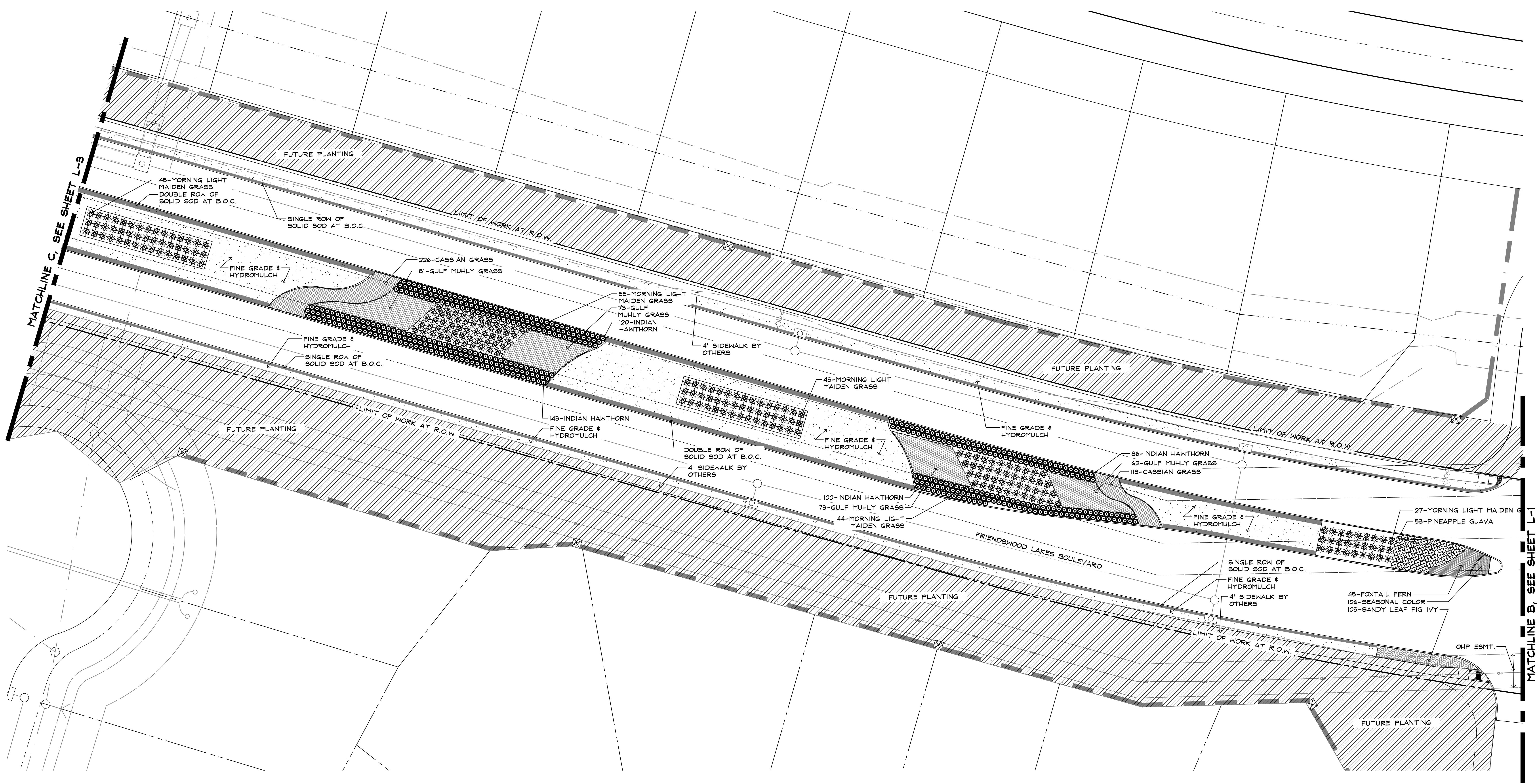
Date: 5/27/2021
Scale: 1"=20'-0"
Job No.: 245-20-102
Revised:

L-1



Stephanie Lee, Texas
Registered Landscape Architect #2602
For BIDDING Only: 5/27/2021
*NOT for regulatory approval,
permitting or construction.*

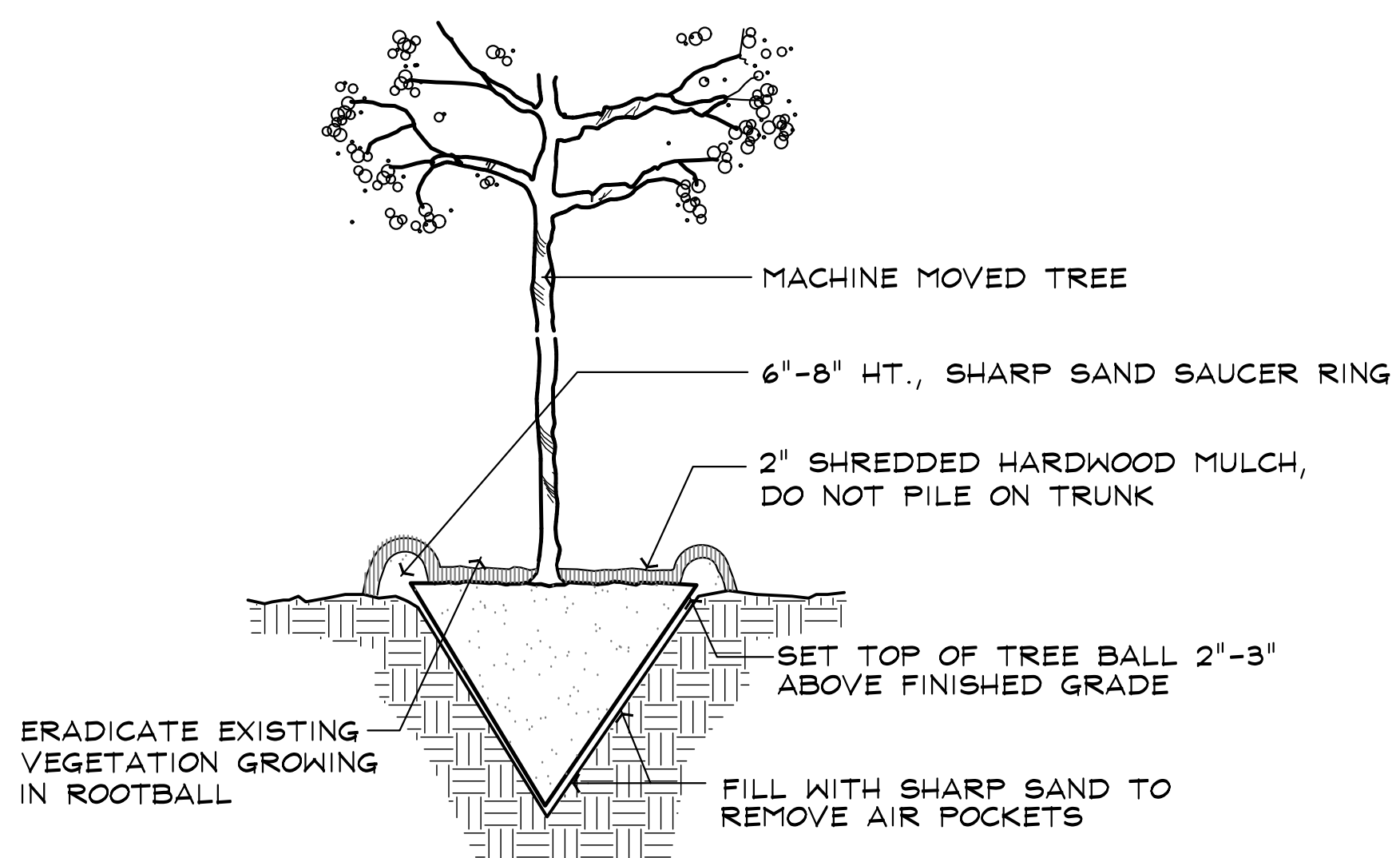
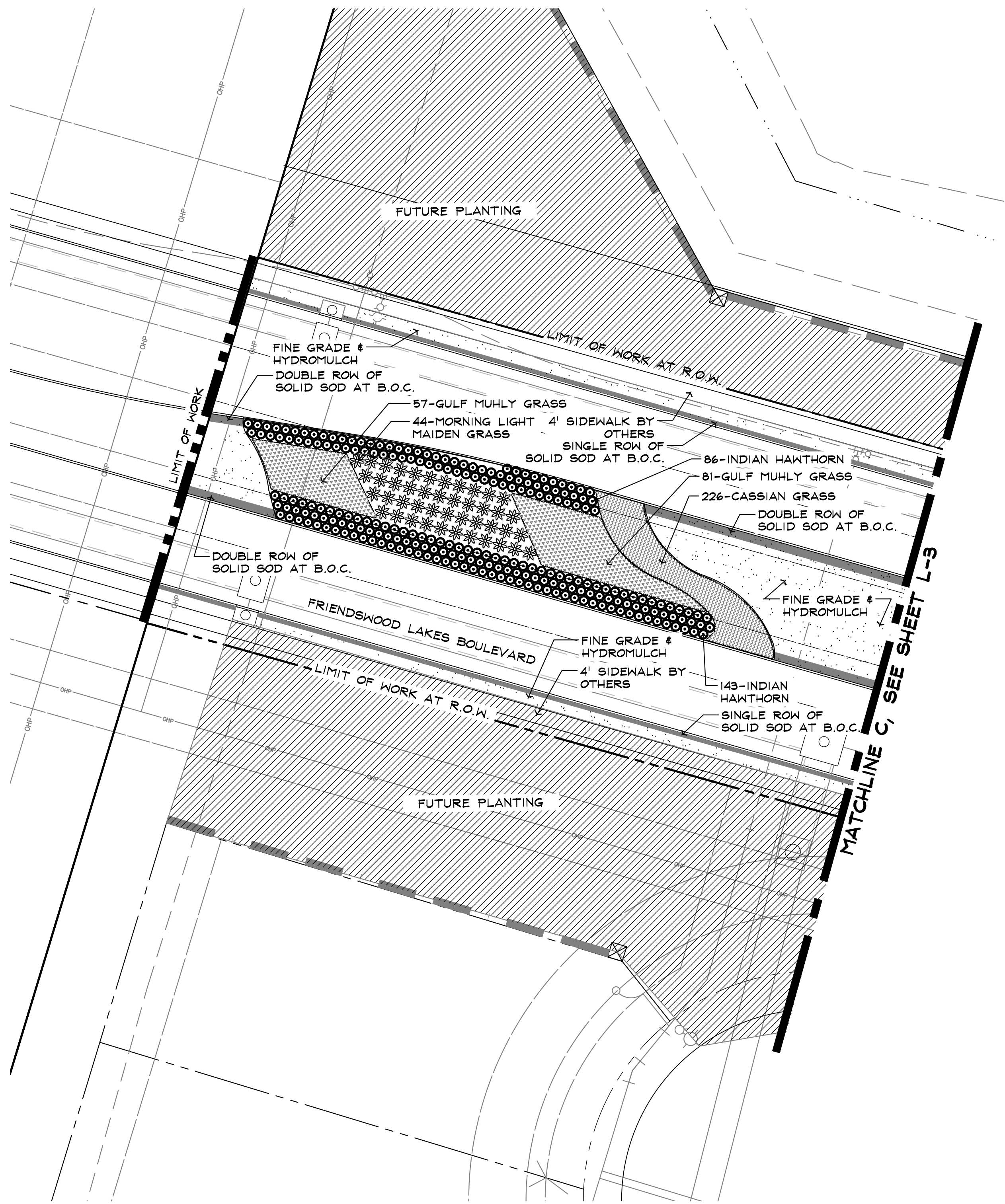
AVALON AT FRIENDSWOOD
PHASE 1 BLVD LANDSCAPE IMPROVEMENTS
Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX



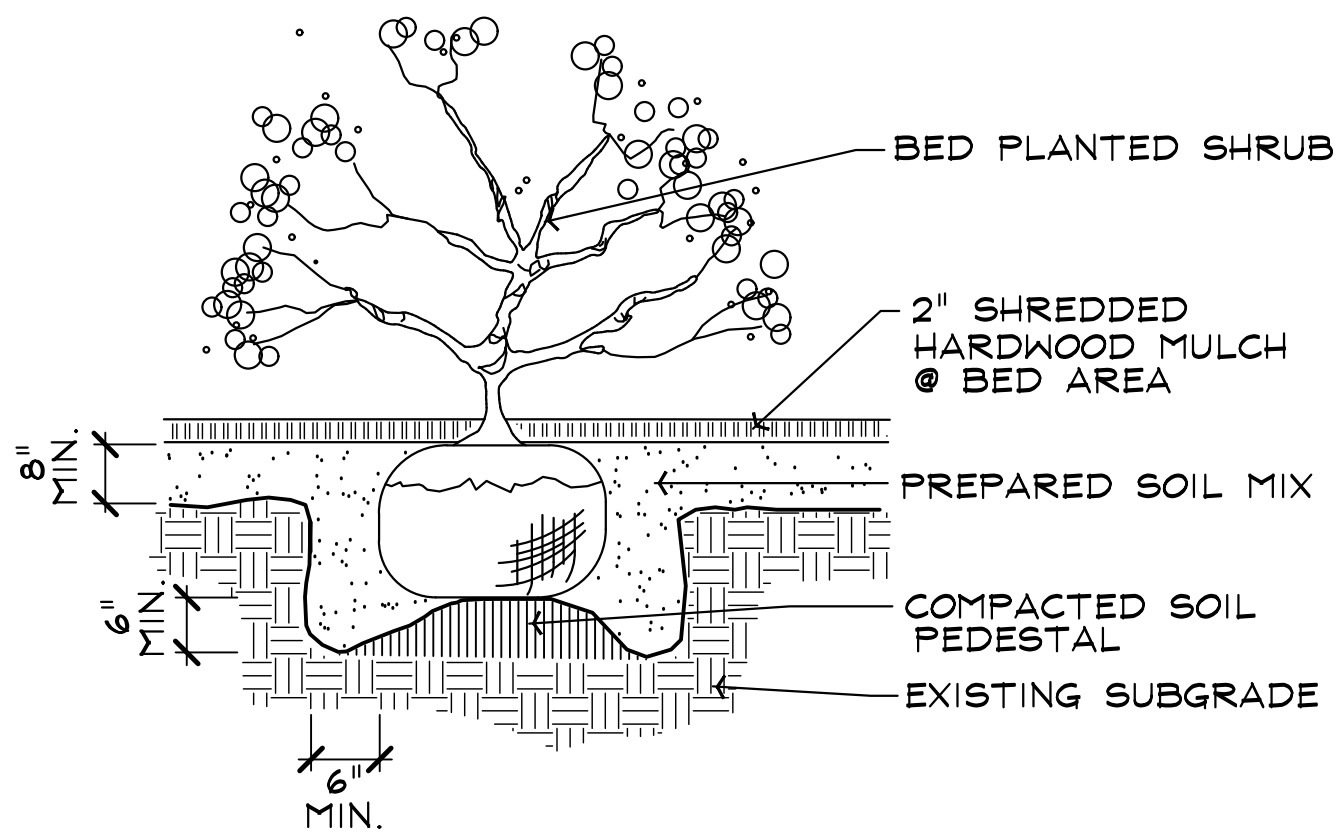
Landscape Plan

Date: 5/27/2021
Scale: 1"=20'-0"
Job No: 245-20-102
Revised:

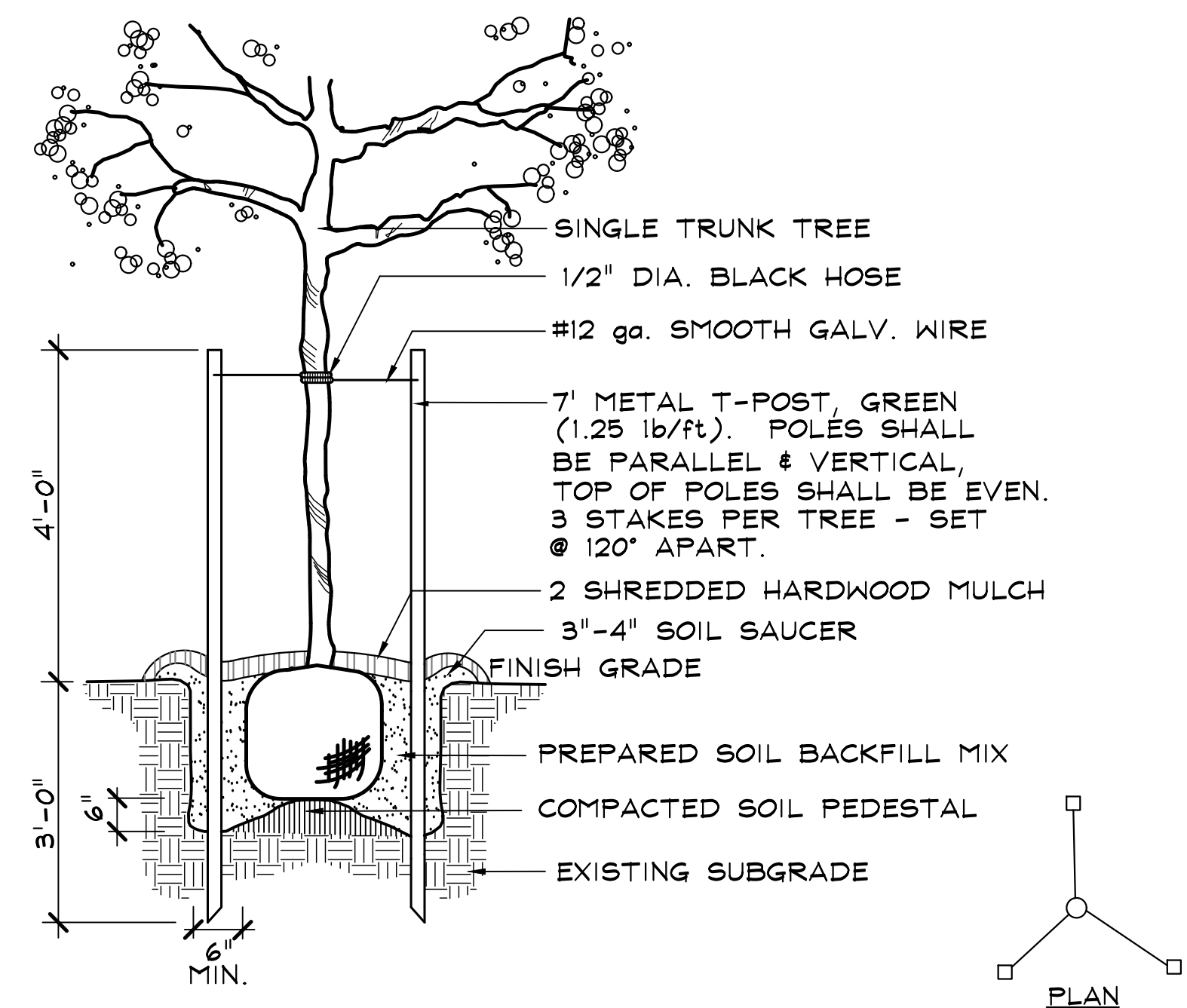
L-2



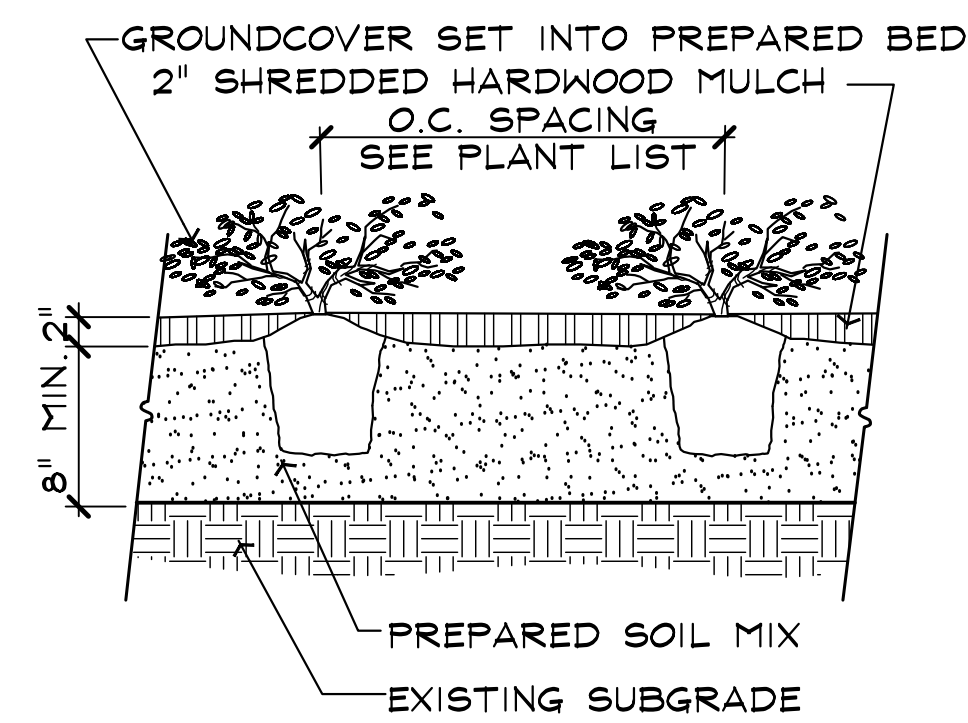
A MACHINE MOVED TREE NTS



C BED PLANTED SHRUB NTS



B STAKING DETAIL NTS



D GROUNDCOVER PLANTING NTS

BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
TREES				
Quercus virginiana	Specimen Live Oak	100 Gal.	Container	Min. 4" Cal., 14'-16' Ht., 8'-10' sprd., full, straight trunk
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	65 Gal.	Container	Min. 4" Cal., 14'-16' Ht., 8'-10' sprd., full, straight trunk
Quercus virginiana	Live Oak	65 Gal.	Container	13'-14' Ht., 6'-8' sprd., 3'-3 1/2" Cal., full, straight trunk
Lagerstroemia indica 'Natchez'	Single Trunk Crape Myrtle	65 Gal.	Container	Min. 2.5" Cal., 10'-12' Ht., 5'-6' sprd., full, straight trunk
SHRUBS / GROUNDCOVER				
Muhlenbergia capillaris	Gulf Muhly Grass	5 Gal.	Container	18"-24" Ht., 15" sprd., full pot, well rooted, 30" o.c.
Miscanthus sinensis 'Morning Light'	Morning Light Maiden Grass	5 Gal.	Container	34"-30" Ht., 18"-24" sprd., full pot, well rooted, 36" o.c.
Raphiolepis indica 'Snow White'	Indian Hawthorn	3 Gal.	Container	18"-24" Ht., 18"-24" sprd., full pot, well rooted, 30" o.c.
Felicea sellowiana	Pineapple Guava	3 Gal.	Container	30"-36" Ht., 30" sprd., full branching, 30" o.c.
Pennisetum alopecuroides 'Cassian'	Cassian Grass	3 Gal.	Container	12"-18" Ht., 12"-18" sprd., full pot, well rooted, 18" o.c.
Asparagus densiflorus 'Myers'	Foxtail Fern	3 Gal.	Container	15"-18" Ht., 12"-15" sprd., full pot, well rooted, 24" o.c.
Ficus tikoua	Sandy Leaf Fig Ivy	1 Gal.	Container	5-7 runners, 15"-18" sprd., full pot, well rooted, 18" o.c.
Seasonally Appropriate	Seasonal Color	4" Pot	Container	Full, well rooted, 9" o.c. (species as dictated by season)
SOD/SEED				
Cynodon dactylon 'Celebration Bermuda'	Solid Sod Bermuda			See plans for location of proposed sod strips, sod infill. To be used in patch & repair as needed for disturbed areas of existing turf.
Cynodon dactylon 'Common Bermuda'	Hydromulch Bermuda			See plans for location of proposed hydromulch areas

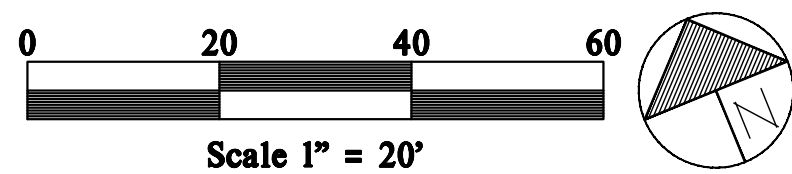
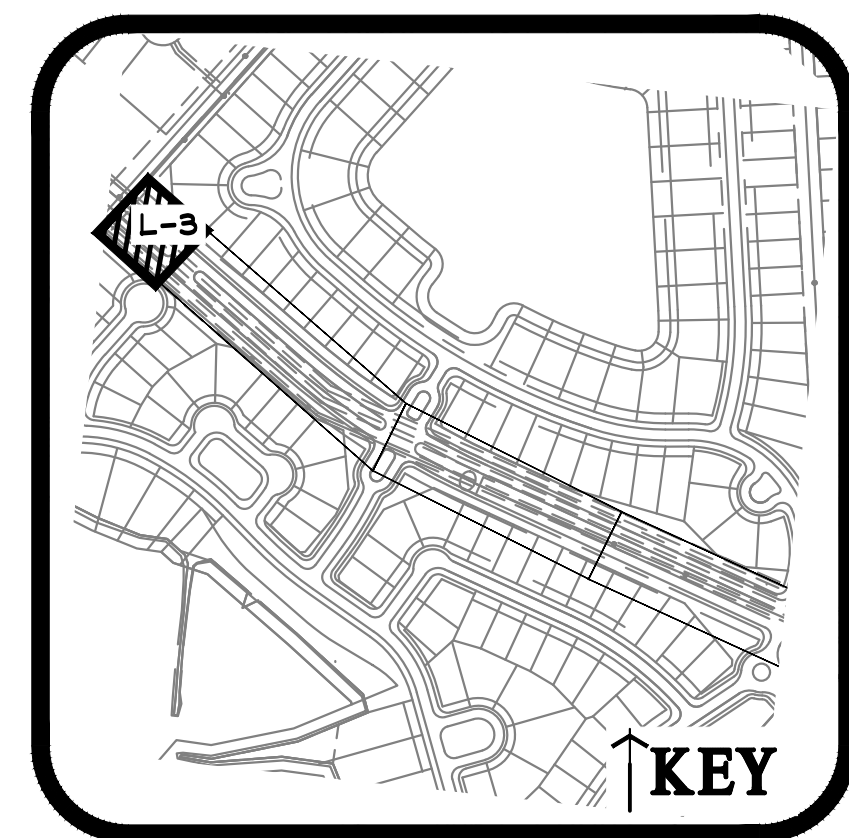
Required Street Tree Calculation

Street Name	Linear Feet	Total Trees Required (1 tree per 25 feet)	Total Trees Proposed
Friendswood Lakes Blvd.	2176	2176/25= 87 Trees	93 Trees
		4" Cal. req: 44 Trees	44 Trees*
		2" Cal. req: 43 Trees	49 Trees#

*4" cal. tree include: specimen live oak, little gem magnolia-100 gal., nuttall oak, mexican sycamore
#2" cal. trees include: little gem magnolia-65 gal.

Stephanie Lee, Texas
Registered Landscape Architect #2602
For BIDDING Only: 5/27/2021
*NOT for regulatory approval,
permitting or construction.*

AVALON AT FRIENDSWOOD
PHASE 1 BLVD LANDSCAPE IMPROVEMENTS
Taylor Morrison of Texas, Inc.
CITY OF FRIENDSWOOD, TX



Landscape
Plan & Details
Date: 5/27/2021
Scale: 1"=20'-0"
Job No: 245-20-102
Revised: _____
L-3

STATE OF TEXAS
COUNTY OF GALVESTON

WE, TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION ACTING BY AND THROUGH ROBERT L. SKINNER, AUTHORIZED AGENT, AND THE CITY OF FRIENDSWOOD, TEXAS, A HOME-RULE CITY OF THE STATE OF TEXAS, OWNERS, HEREINAFTER REFERRED TO AS OWNERS, OF THE 68.563 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF AVALON AT FRIENDSWOOD SECTION 1, 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 EASEMENTS SHOWN HEREON

IN TESTIMONY WHEREOF, THE TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ROBERT L. SKINNER, AUTHORIZED AGENT, THEREUNTO AUTHORIZED,

THIS _____ DAY OF _____, 2021.

TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION

BY: _____
ROBERT L. SKINNER, AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT L. SKINNER, AUTHORIZED AGENT, FOR TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION, 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 CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2021.

BRENDA MCCULLAH
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 12/23/2023

IN TESTIMONY WHEREOF, THE CITY OF FRIENDSWOOD, TEXAS, A HOME-RULE CITY OF THE STATE OF TEXAS HAS CAUSED THESE PRESENTS TO BE SIGNED BY MIKE FOREMAN, MAYOR, THEREUNTO AUTHORIZED,

THIS _____ DAY OF _____, 2021.

CITY OF FRIENDSWOOD, TEXAS, A HOME-RULE CITY OF THE STATE OF TEXAS

BY: _____
MIKE FOREMAN
MAYOR

ATTEST: _____
MELINDA WELSH
CITY SECRETARY

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD, TEXAS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

I, AARON FERGUSON, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT 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 OR 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 (3/4) 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. (SEE NOTE 7)

AARON G. FERGUSON, R.P.L.S.,
TEXAS REGISTRATION NO. 6601

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF AVALON AT FRIENDSWOOD SECTION 1 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF

THIS PLAT THIS _____, DAY OF _____, 2021.

BY: _____
JOE MATRANGA
CHAIRMAN

ATTEST: _____
BECKY BENNETT
DEVELOPMENT COORDINATOR

I, JILDARDO ARIAS, P.E., CFM, CITY ENGINEER AND DIRECTOR OF ENGINEERING 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: _____
JILDARDO ARIAS, P.E., CFM
CITY ENGINEER/DIRECTOR OF ENGINEERING

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT NOTES:

- BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (THE DISTRICT) RIGHT-OF-WAYS OR DRAINAGE EASEMENTS.
- THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNER/HOA. THE DRAINAGE DISTRICT WILL NOT MAINTAIN THESE FACILITIES.
- NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE DISTRICT.
- ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE DISTRICT FOR APPROVAL.
- PLANTINGS, FLOWERBEDS OR OTHER LANDSCAPING IS NOT PERMITTED WITHIN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
- NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.
- 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.

APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

DIRECTOR _____ DATE _____
DIRECTOR _____ 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 DISTRICTS "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.

I, DWIGHT D. SULLIVAN, COUNTY CLERK OF GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 2021, AT _____ O'CLOCK (A.M. OR P.M.), AND DULY RECORDED ON _____, 2021, AT _____ O'CLOCK (A.M. OR P.M.), IN PLAT RECORD _____ MAP NUMBER _____, GALVESTON COUNTY MAP RECORDS.

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

DWIGHT D. SULLIVAN
COUNTY CLERK OF
GALVESTON COUNTY, TEXAS

BY: _____
DEPUTY

LIENHOLDERS ACKNOWLEDGMENT AND SUBORDINATION STATEMENT:

WE, YELLOWSTONE HILL COUNTRY RANCHING, LLC, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS AVALON AT FRIENDSWOOD SECTION 1, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD UNDER CLERK'S FILE NO. 2019061401 OF THE MORTGAGE RECORDS OF GALVESTON COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS 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.

BY: _____
(SIGNATURE OF LIENHOLDER)

(PRINT NAME)

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ (NAME), _____ (TITLE) OF YELLOWSTONE HILL RANCHING, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATIONS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2021.

(SIGNATURE OF NOTARY PUBLIC)
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

LEGEND:

- B.L. INDICATES BUILDING LINE
- U.E. INDICATES UTILITY EASEMENT
- STM.S.E. INDICATES STORM SEWER EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- I.E./P.U.E. INDICATES INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT
- RES. INDICATES RESERVE
- G.C.C.F. INDICATES GALVESTON COUNTY CLERK'S FILE NUMBER
- G.C.M.R. INDICATES GALVESTON COUNTY MAP RECORDS
- G.C.P.R. INDICATES GALVESTON COUNTY PLAT RECORDS
- G.C.O.P.R. INDICATES GALVESTON COUNTY OFFICIAL PUBLIC RECORDS
- G.C.O.P.R.R.P. INDICATES GALVESTON COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- G.C.D.R. INDICATES GALVESTON COUNTY DEED RECORDS
- (S) INDICATES SET SURVEY ROD
- (F) INDICATES FOUND SURVEY ROD

GENERAL NOTES:

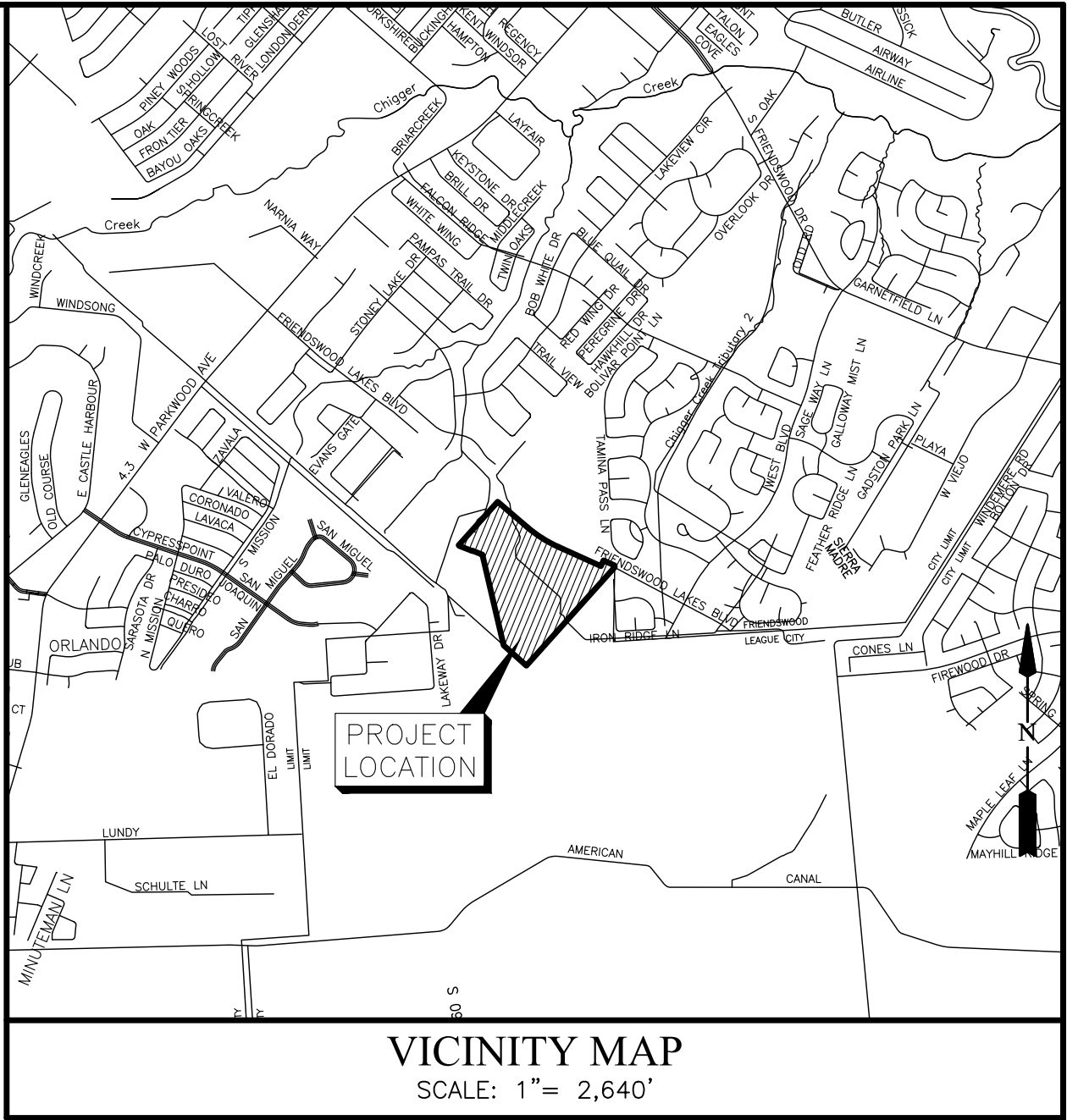
- BENCHMARK: TSARP MONUMENT 010095: A STAINLESS METAL ROD WITH 10" SLEEVE ACCESSED THROUGH A 5" LOGO CAP STAMPED H00SD 54-1986. THE POINT IS LOCATED NEAR THE SOUTH SIDE OF THE CLEAR CREEK DRAINAGE DISTRICT PARKING LOT AT THE SOUTHEAST CORNER OF THE INTERSECTION OF FM 528 AND WHITAKER DR. THE POINT IS +/- 87 FEET NORTH OF THE NORTH EDGE OF PAVEMENT OF WHITAKER DR AND +/- 80 SOUTH OF THE SOUTH EDGE OF PAVEMENT OF FM 528.

ELEVATION = 29.43 FEET (NAVD88 2001 ADJ.)
SURFACE COORDINATES N 13750258.374 E 3176668.913

- T.B.M. INDICATES TEMPORARY BENCHMARK
TBM-A: A CHISELED BOX IN CONCRETE HEADWALL AT THE SOUTH SIDE OF EAGLE LAKES DR. THE POINT IS LOCATED +/- 256 FEET EAST OF THE INTERSECTION OF EAGLE LAKES DR AND SANDY LAKE DR.

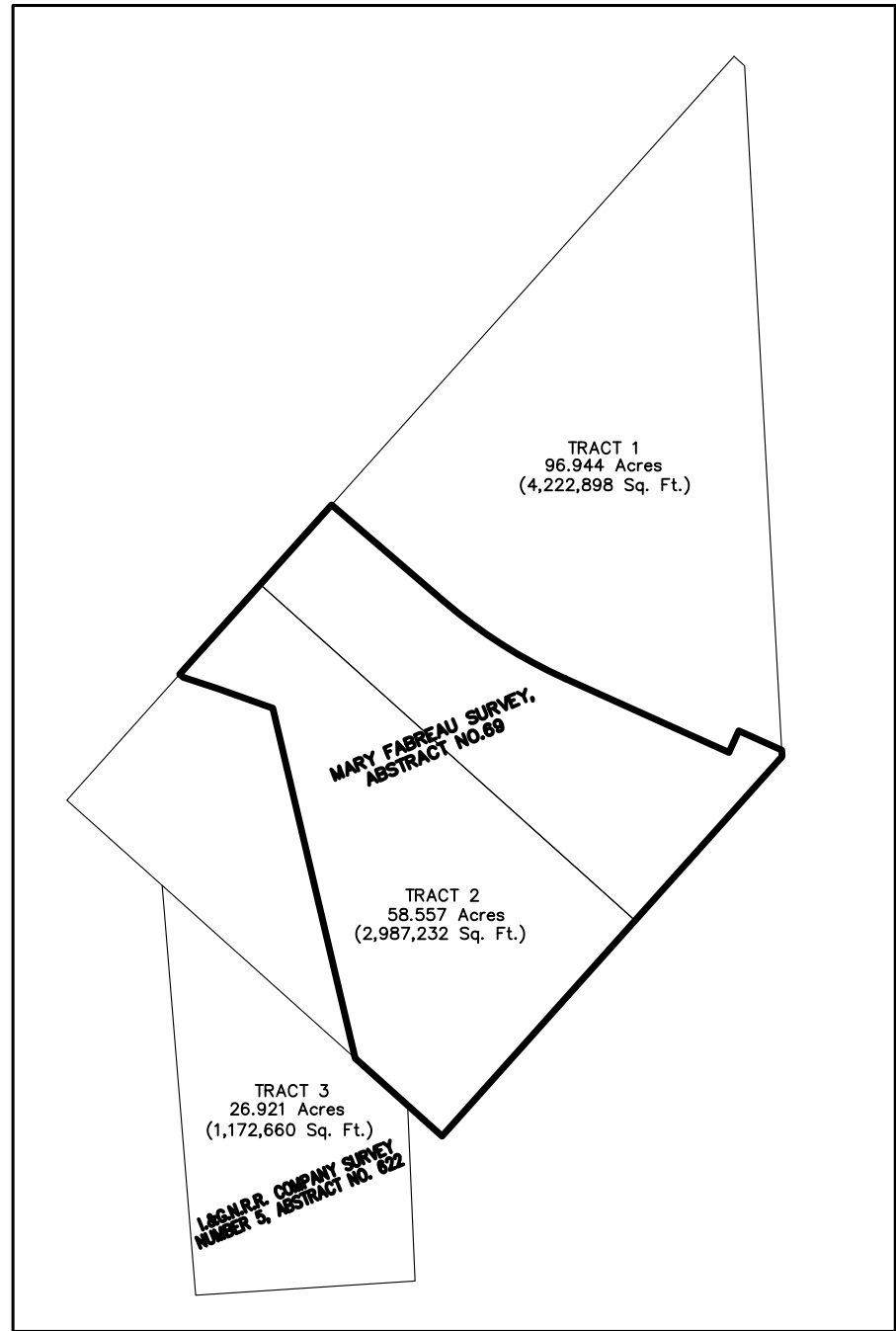
ELEVATION = 28.44 FEET (NAVD88 2001 ADJ.)
SURFACE COORDINATES N 13747333.438 E 3178382.485

- ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY DIVIDING BY A FACTOR OF 0.9998697934.
- IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48167C-0202G, EFFECTIVE AUGUST 15, 2019, PROPERTY LIES WITHIN ZONE "X" (SHADED ON THE FIRM MAP). ZONE "X" (SHADED) IS DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
- ALL EXISTING PIPELINES OR PIPELINE EASEMENTS THROUGH THE SUBDIVISION HAVE BEEN SHOWN BASED ON AN ON THE GROUND SURVEY.
- THREE-QUARTER (3/4) INCH IRON RODS WITH PLASTIC CAP MARKED "LJA SURVEY" AND THREE (3) FEET IN LENGTH WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED. BLOCK CORNERS AND/OR STREET RIGHT-OF-WAYS HAVE NOT BEEN MONUMENTED.
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT ACREAGE TRACTS, THE CONDITION OF THE DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS ASSIGNS, OR SUCCESSORS.
- LOTS BACKING OR SIDING FRIENDSWOOD LAKES BLVD. ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREET.
- THIS PLAT IS SUBJECT TO AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT, AMENDMENT NO.1 ORDINANCE 2019-37.
- 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.
- 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.
- 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.
- 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 AVALON AT FRIENDSWOOD HOA 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 THE AVALON AT FRIENDSWOOD HOA.
- 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.
- 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.
- 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 AVALON AT FRIENDSWOOD HOA.
- THIS IS A GATED SUBDIVISION AND ALL INTERNAL STREETS WILL BE "I/E/PUE" (INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT.)
- THE BOUNDARY CLOSURE CALCULATIONS ARE WITHIN 1:10,000.



VICINITY MAP
SCALE: 1"= 2,640'

KEY MAP NO. 656V&S



PARTIAL PLAT DRAWING EXHIBIT
(NOT TO SCALE)

A PARTIAL FINAL PLAT OF AVALON AT FRIENDSWOOD SECTION 1

A PRIVATE SUBDIVISION OF 68.577 ACRES OF LAND
SITUATED IN THE
MARY FABREAU, ABSTRACT 69,
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

50 LOTS 24 RESERVES (44.784 ACRES) 6 BLOCKS
DATE: JANUARY 5, 2021 JOB NO. 0074-0410A

OWNERS:
TAYLOR MORRISON
OF TEXAS, INC.

BOBBY SKINNER
DIRECTOR OF LAND DEVELOPMENT
2929 BRIARPARK DRIVE, SUITE 400,
HOUSTON, TEXAS 77042
PH. (281) 598-3040

OWNERS:
CITY OF FRIENDSWOOD,
TEXAS

MIKE FOREMAN
MAYOR
910 SOUTH FRIENDSWOOD DRIVE,
FRIENDSWOOD, TEXAS 77546
PH. (281) 996-3200

SURVEYOR:

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382



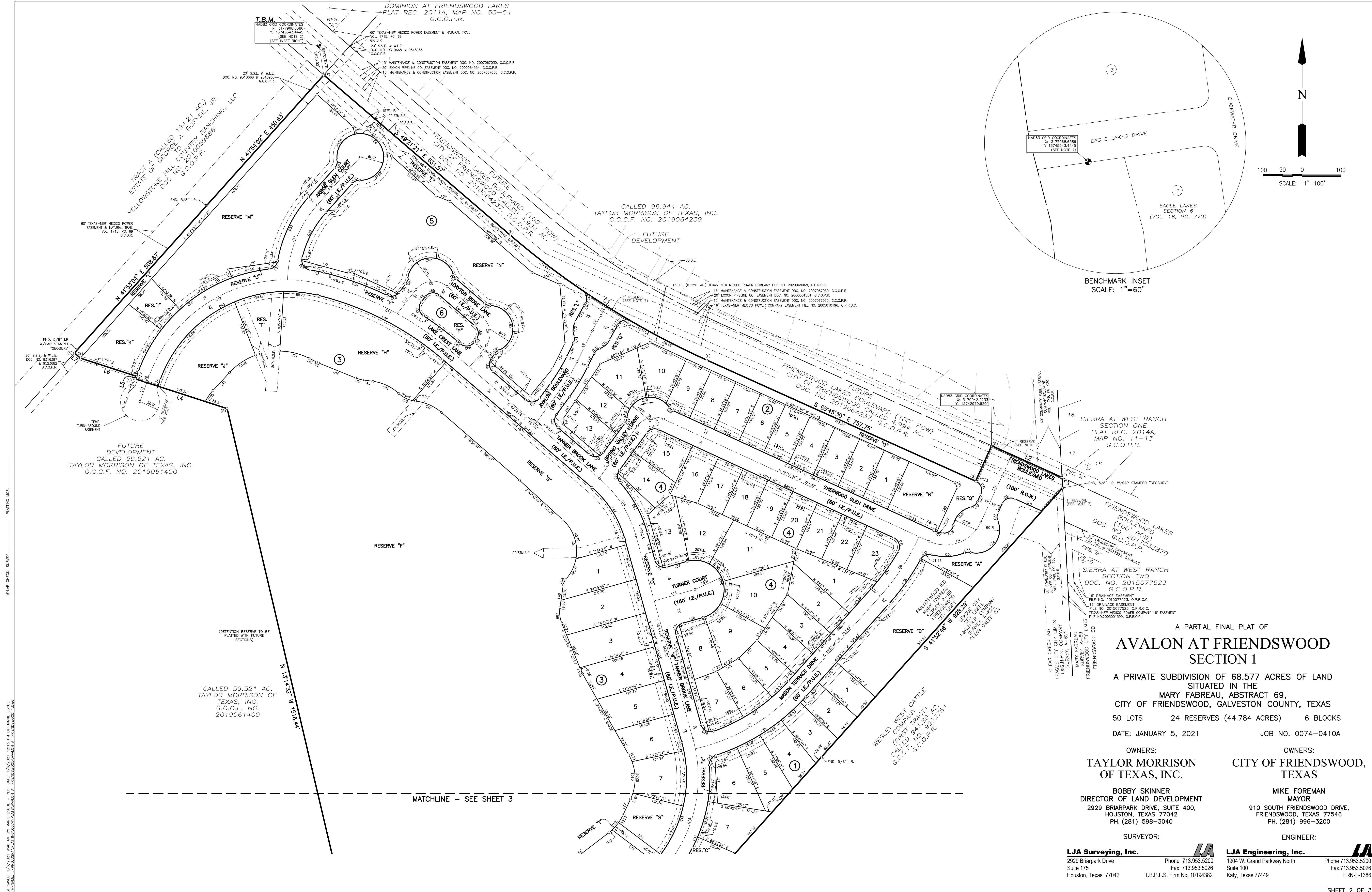
LJA Engineering, Inc.

1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

ENGINEER:



Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386



A PARTIAL FINAL PLAT OF
AVALON AT FRIENDSWOOD
SECTION 1

A PRIVATE SUBDIVISION OF 68.577 ACRES OF LAND
SITUATED IN THE
MARY FABREAU, ABSTRACT 69,
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS

50 LOTS 24 RESERVES (44.784 ACRES) 6 BLOCKS

DATE: JANUARY 5, 2021 JOB NO. 0074-0410A

OWNERS:
**TAYLOR MORRISON
OF TEXAS, INC.**

BOBBY SKINNER
DIRECTOR OF LAND DEVELOPMENT
2929 BRIARPARK DRIVE, SUITE 400,
HOUSTON, TEXAS 77042
PH. (281) 598-3040

OWNERS:
**CITY OF FRIENDSWOOD,
TEXAS**

MIKE FOREMAN
MAYOR
910 SOUTH FRIENDSWOOD DRIVE,
FRIENDSWOOD, TEXAS 77546
PH. (281) 996-3200

SURVEYOR:

ENGINEER:

LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT NUMBER	AREA	LOT NUMBER	AREA	LOT NUMBER	AREA	LOT NUMBER	AREA
BLOCK 1 LOT 1	9,350 SQ.FT.	BLOCK 2 LOT 1	9,450 SQ.FT.	BLOCK 3 LOT 1	22,863 SQ.FT.	BLOCK 4 LOT 1	15,120 SQ.FT.
BLOCK 1 LOT 2	9,762 SQ.FT.	BLOCK 2 LOT 2	9,450 SQ.FT.	BLOCK 3 LOT 2	24,301 SQ.FT.	BLOCK 4 LOT 2	11,889 SQ.FT.
BLOCK 1 LOT 3	10,574 SQ.FT.	BLOCK 2 LOT 3	9,450 SQ.FT.	BLOCK 3 LOT 3	23,453 SQ.FT.	BLOCK 4 LOT 3	10,089 SQ.FT.
BLOCK 1 LOT 4	15,410 SQ.FT.	BLOCK 2 LOT 4	9,450 SQ.FT.	BLOCK 3 LOT 4	21,921 SQ.FT.	BLOCK 4 LOT 4	9,432 SQ.FT.
BLOCK 1 LOT 5	13,225 SQ.FT.	BLOCK 2 LOT 5	9,450 SQ.FT.	BLOCK 3 LOT 5	19,902 SQ.FT.	BLOCK 4 LOT 5	10,083 SQ.FT.
BLOCK 1 LOT 6	13,349 SQ.FT.	BLOCK 2 LOT 6	9,450 SQ.FT.	BLOCK 3 LOT 6	18,619 SQ.FT.	BLOCK 4 LOT 6	9,100 SQ.FT.
BLOCK 1 LOT 7	11,248 SQ.FT.	BLOCK 2 LOT 7	9,450 SQ.FT.	BLOCK 3 LOT 7	18,741 SQ.FT.	BLOCK 4 LOT 7	12,128 SQ.FT.
		BLOCK 2 LOT 8	9,450 SQ.FT.			BLOCK 4 LOT 8	11,584 SQ.FT.
		BLOCK 2 LOT 9	9,340 SQ.FT.			BLOCK 4 LOT 9	11,655 SQ.FT.
		BLOCK 2 LOT 10	14,665 SQ.FT.			BLOCK 4 LOT 10	18,789 SQ.FT.
		BLOCK 2 LOT 11	12,552 SQ.FT.			BLOCK 4 LOT 11	8,794 SQ.FT.
		BLOCK 2 LOT 12	9,547 SQ.FT.			BLOCK 4 LOT 12	19,696 SQ.FT.
		BLOCK 2 LOT 13	9,365 SQ.FT.			BLOCK 4 LOT 13	16,653 SQ.FT.

SETBACKS										
	UNITS PER ACRE	LOT AREA (MINIMUM SQ.FT.)	MINIMUM LOT WIDTH	FRONT (Ft)	REAR (Ft)	INTERIOR SIDE (Ft)	CORNER SIDE (Ft)	HEIGHT MAXIMUM (Ft)	PARKING REQUIREMENTS (per UNIT)	ZERO LOT LINE (Y/N)
SINGLE FAMILY RESIDENTIAL	4	8,400	70	25 (TYP)/ 20 (CUL. DE SAC)	15	5		40	A	Y
SINGLE FAMILY RESIDENTIAL	3	10,800	90	25 (TYP)/ 20 (CUL. DE SAC)	15	5	10	40	A	Y

A- PARKING IS REQUIRED IN ACCORDANCE WITH THE PARKING GROUP TABLE IN THE DESIGN CRITERIA MANUAL.

LOT SIZES	SECTION 1	TOTAL LOTS
60'x130'	-----	0 LOTS
70'x130'	43 LOTS	43 LOTS
90'x130'	7 LOTS	7 LOTS
TOTAL	50 LOTS	50 LOTS

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.445	19,383	RESTRICTED TO LANDSCAPE/OPEN SPACE/SIGNAGE
B	1.130	49,209	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
C	0.775	33,776	RESTRICTED TO LANDSCAPE/OPEN SPACE
D	1.900	82,759	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
E	2.397	104,430	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
F	24.068	1,048,414	RESTRICTED TO LAKE/DETENTION
G	1.617	70,449	RESTRICTED TO RECREATION CENTER
H	1.480	64,489	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
I	0.193	8,387	RESTRICTED TO LIFT STATION
J	0.780	33,976	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
K	0.449	19,548	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
L	1.480	64,469	RESTRICTED TO LANDSCAPE/OPEN SPACE/SIGNAGE
M	2.280	99,335	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
N	3.381	147,296	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
O	0.115	4,996	RESTRICTED TO LANDSCAPE/OPEN SPACE
P	0.232	10,101	RESTRICTED TO LANDSCAPE/OPEN SPACE
Q	0.923	40,221	RESTRICTED TO LANDSCAPE/OPEN SPACE/SIGNAGE
R	0.433	18,849	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
S	0.348	15,139	RESTRICTED TO FUTURE SINGLE FAMILY RESIDENTIAL LOTS
T	0.078	3,398	RESTRICTED TO LANDSCAPE/OPEN SPACE
U	0.047	2,064	RESTRICTED TO LANDSCAPE/OPEN SPACE
V	0.093	4,054	RESTRICTED TO LANDSCAPE/OPEN SPACE
W	0.094	4,082	RESTRICTED TO LANDSCAPE/OPEN SPACE
X	0.046	1,985	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	44.784	1,950,809	RESTRICTED TO LANDSCAPE/OPEN SPACE/SIGNAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 24°15'06" E	100.00'
L2	S 66°45'30" E	198.84'
L3	S 03°05'47" E	26.92'
L4	N 72°03'35" W	247.27'
L5	N 19°57'19" E	7.22'
L6	N 72°03'35" W	152.11'
L7	N 48°06'56" W	20.12'
L8	S 31°23'49" W	27.95'
L9	S 26°19'18" W	88.71'
L10	S 36°03'24" W	107.72'
L11	S 65°45'30" E	202.91'
L12	S 24°41'51" W	190.83'
L13	S 14°28'39" E	7.25'
L14	N 74°19'54" E	108.76'
L15	N 37°55'22" E	79.12'
L16	S 49°08'56" E	120.89'
L17	S 31°23'49" W	3.19'
L18	S 26°19'18" W	37.72'
L19	S 36°03'24" W	56.94'
L20	S 49°22'39" E	105.17'
L21	N 36°18'16" E	94.07'
L22	N 24°41'51" E	20.98'
L23	N 65°45'30" W	1.06'
L24	N 65°45'30" W	75.96'
L25	S 24°41'51" W	26.16'
L26	S 19°57'19" W	17.14'
L27	N 19°57'19" E	19.25'
L28	N 41°53'32" E	100.79'
L29	S 41°53'32" W	100.79'
L30	N 37°55'22" E	28.42'
L31	S 49°08'56" E	95.65'
L32	S 49°22'39" E	110.67'
L33	N 36°03'24" E	48.16'
L34	N 26°19'18" E	37.72'
L35	N 31°23'49" E	5.36'
L36	N 74°19'54" E	53.76'
L37	S 74°19'54" W	53.76'
L38	N 15°40'06" W	73.97'
L39	N 36°18'16" E	119.23'
L40	S 49°08'56" E	120.88'
L41	N 49°22'39" W	9.55'
L42	N 37°55'22" E	17.05'
L43	S 63°11'20" E	20.98'
L44	S 67°57'42" E	102.54'
L45	S 81°52'11" E	27.25'
L46	S 08°13'24" W	58.97'
L47	S 25°16'19" W	45.83'
L48	S 25°17'55" W	10.57'
L49	N 42°47'10" E	62.13'
L50	S 82°01'22" W	128.05'
L51	N 24°13'44" W	25.06'
L52	S 49°22'39" E	136.16'
L53	N 39°30'03" E	89.18'
L54	N 26°19'35" E	74.44'
L55	N 66°34'53" W	77.24'
L56	N 68°16'05" W	38.62'
L57	N 88°05'56" E	20.00'
L58	N 13°31'28" W	20.00'
L59	S 46°26'04" E	131.59'
L60	N 24°42'26" E	124.58'
L61	N 20°17'34" W	14.14'
L62	S 33°47'06" W	116.25'
L63	S 34°56'38" W	55.32'
L64	S 07°13'01" E	14.83'
L65	N 49°22'39" W	122.20'
L66	N 64°45'23" W	130.24'
L67	N 45°50'46" E	66.73'
L68	N 59°15'10" E	64.53'
L69	N 69°28'00" E	61.40'
L70	S 73°14'30" E	59.08'
L71	S 03°20'39" E	122.16'
L72	S 77°10'15" W	9.72'
L73	S 74°55'16" E	123.33'
L74	N 52°58'35" W	135.67'
L75	N 52°58'35" W	136.68'
L76	N 19°57'19" E	18.20'
L77	N 19°57'19" E	51.65'
L78	S 75°12'28" E	31.64'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING
C1	2100.00'	16°24'09"	601.18'	S 57°33'26" E
C2	500.00'	5°04'32"	44.29'	S 28°51'34" W
C3	500.00'	9°44'06"	84.95'	S 31°11'21" W
C4	100.00'	90°00'35"	157.10'	S 69°42'08" W
C5	55.00'	78°24'10"	75.26'	S 75°30'21" W
C6	600.00'	17°29'38"	183.20'	S 33°07'57" W
C7	500.00'	35°17'50"	308.03'	S 59°31'41" W
C8	55.00'	92°55'42"	89.20'	N 84°23'13" E
C9	55.00'	82°49'18"	79.50'	S 07°44'18" W
C10	455.00'	8°56'44"	71.04'	S 38°08'44" W
C11	300.00'	40°25'05"	211.63'	N 21°40'59" E
C12	375.00'	83°43'57"	548.03'	N 61°49'17" E
C13	800.00'	26°56'06"	376.08'	S 62°50'42" E
C14	300.00'	33°42'33"	176.50'	S 32°31'23" E
C15	360.00'	68°20'34"	429.41'	S 18°30'11" W
C16	55.00'	24°15'42"	23.29'	S 40°32'37" W
C17	25.00'	88°48'18"	38.75'	S 75°47'58" W
C18	450.00'	5°04'32"	39.86'	S 28°51'34" W
C19	50.00'	42°50'00"	37.38'	S 47°44'18" W
C20	25.00'	42°50'00"	18.69'	S 47°44'18" W
C21	530.00'	9°44'06"	90.05'	S 31°11'21" W
C22	25.00'	85°26'03"	37.28'	S 06°39'37" E
C23	25.00'	94°19'05"	41.15'	N 83°27'48" E
C24	25.00'	30°49'09"	13.45'	N 20°53'42" E
C25	60.00'	140°02'27"	146.65'	N 75°30'21" E
C26	25.00'	30°49'09"	13.45'	S 49°53'00" E
C27	70.00'	19°16'12"	23.54'	S 74°55'40" E
C28	25.00'	84°22'25"	36.81'	N 53°15'01" E
C29	60.00'	65°32'01"	68.63'	N 43°49'49" E
C30	25.00'	51°53'58"	22.65'	N 50°38'50" E
C31	25.00'	90°27'21"	39.47'	N 20°31'50" W
C32	25.00'	89°32'39"	39.07'	S 69°28'10" W
C33	25.00'	47°23'04"	20.68'	S 01°00'19" W
C34	60.00'	126°46'36"	132.76'	S 40°42'05" W
C35	25.00'	36°14'58"	15.82'	S 85°57'55" W
C36	130.00'	37°50'34"	85.86'	S 86°45'43" W
C37	25.00'	76°37'24"	33.43'	S 67°22'18" W
C38	630.00'	12°49'10"	140.96'	S 35°28'11" W
C39	530.00'	30°03'14"	278.01'	S 56°54'23" W
C40	25.00'	76°26'54"	33.36'	S 33°42'33" W
C41	390.00'	57°11'23"	389.28'	S 24°04'47" W
C42	25.00'	36°34'51"	15.96'	S 34°23'02" W
C43	970.00'	0°07'33"	2.13'	S 16°01'50" W
C44	60.00'	63°23'20"	66.38'	N 68°09'21" E
C45	25.00'	47°10'33"	20.58'	N 76°15'45" E
C46	330.00'	68°20'34"	393.63'	N 18°30'11" E
C47	270.00'	33°42'33"	158.85'	N 32°31'23" W
C48	770.00'	26°56'06"	361.98'	N 62°50'42" W
C49	345.00'	83°43'57"	504.19'	S 61°49'17" W
C50	405.00'	63°46'53"	450.84'	N 51°50'45" E
C51	25.00'	73°58'46"	32.28'	N 46°44'49" E
C52	330.00'	32°08'06"	185.08'	N 25°49'29" E
C53	25.00'	49°40'47"	21.68'	N 17°03'08" E
C54	60.00'	279°21'34"	292.54'	S 48°06'28" E

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING
C55	25.00'	49°40'47"	21.68'	S 66°43'55" W
C56	270.00'	28°14'40"	133.10'	S 27°46'12" W
C57	25.00'	94°58'15"	41.44'	S 33°50'16" E
C58	405.00'	5°00'39"	35.42'	S 78°49'04" E
C59	830.00'	11°58'48"	173.54'	S 70°19'21" E
C60	25.00'	37°44'41"	33.92'	N 76°47'42" E
C61	25.00'	31°57'36"	13.95'	N 21°56'34" E
C62	60.00'	156°50'54"	164.25'	N 84°23'13" E
C63	25.00'	31°57'36"	13.95'	S 33°10'08" E
C64	25.00'	38°52'14"	16.96'	S 68°35'03" E
C65	60.00'	154°25'16"	161.71'	S 10°48'32" E
C66	25.00'	31°59'02"	13.96'	S 50°24'34" W
C67	485.00'	1°48'06"	15.25'	S 35°19'07" W
C68	25.00'	85°35'49"	37.35'	S 06°34'45" E
C69	25.00'	43°33'57"	41.26'	N 83°20'31" E
C70	470.00'	9°44'06"	79.86'	N 31°11'21" E
C71	25.00'	42°50'00"	18.69'	N 04°54'18" E
C72	50.00'	42°50'00"	37.38'	N 04°54'18" E
C73	550.00'	5°04'32"	48.72'	N 28°51'34" E
C74	25.00'	87°08'58"	38.03'	N 12°10'39" W
C75	25.00'	95°26'10"	41.64'	S 17°34'29" E
C76	570.00'	11°44'10"	116.75'	S 36°00'41" W
C77	470.00'	28°26'58"	233.37'	S 56°06'15" W
C78	25.00'	94°00'10"	41.02'	N 62°40'11" W
C79	25.00'	90°00'00"	39.27'	N 29°19'54" E
C80	75.00'	180°00'00"	235.62'	N 15°40'06" W
C81	25.00'	90°00'00"	39.27'	N 60°40'06" W
C82	330.00'	25°41'34"	147.98'	N 28°30'53" W
C83	25.00'	77°39'55"	33.89'	N 02°31'42" W
C84	25.00'	78°24'10"	34.21'	N 05°30'21" E
C85	25.00'	92°55'42"	40.55'	N 84°23'13" E
C86	25.00'	82°49'18"	36.14'	S 07°44'18" E
C87	425.00'	1°19'57"	9.88'	S 34°20'20" W
C88	25.00'	95°37'03"	41.72'	S 82°48'50" W
C89	830.00'	7°29'46"	108.59'	N 53°07'32" W
C90	25.00'	94°47'46"	41.36'	N 09°28'31" W
C91	173.48'	25°54'27"	78.44'	S 76°14'07" E
C92	77.25'	4°46'23"	6.44'	S 65°34'31" E
C93	77.25'	13°54'29"	18.75'	S 74°54'56" E
C94	122.75'	34°22'00"	73.63'	S 64°41'11" E
C95	77.25'	36°04'45"	48.64'	S 62°32'33" E
C96	122.75'	34°34'59"	74.09'	S 66°17'26" E
C97	108.37'	89°23'17"	169.06'	S



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2021

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company	NAIC # 22322
INSURED Taylor Morrison Home Corporation 4900 N Scottsdale Road Suite 2000 Scottsdale, AZ 85251		INSURER B: XL Specialty Insurance Company	NAIC # 37885
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W22832578

REVISION NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY			CGD740945201	03/01/2019	03/01/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:						Prod-Comp Ops Ea Occ \$ 5,000,000
A	AUTOMOBILE LIABILITY			CAH740906609	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWD740921708	03/01/2021	03/01/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ No	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$500k bodily injury & property damage

Additional Named Insured: Avalon at Friendswood Community Association, Inc.

For Division/Location: Houston

For install and ongoing maintenance of landscape improvements within ROW.

CERTIFICATE HOLDER

CANCELLATION

City of Friendswood (addt'l insured) Attn: City Manager 910 S. Friendswood Dr. Friendswood, TX 77546	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 
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 10, 2022

Date submitted: 12/16/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action ratifying the City Manager's signature on a contract to purchase and close on 704 N. Clear Creek Drive, Friendswood Texas, also known as Lot 17 of Friendswood Forest, a subdivision in Galveston County, and a lease agreement with Ms. Glenda Gatten for said property.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In November of 2019, the citizens of Friendswood voted in favor of pursuing a number of bond projects for constructing, acquiring and installing stormwater drainage and flood control improvements along Clear Creek. The City has made an offer to purchase Lot 17 N. Clear Creek Dr. of Friendswood Forest Subdivision. Some lots near this property are existing City Buyout properties. Several studies, including the "City of Friendswood Flood Vulnerability and Mitigation Study" by Dr. Phil Bedient, have demonstrated that terracing of land adjacent to Clear Creek prove to be a highly effective form of flood control. The property would be purchased for \$500,000 utilizing Drainage Bond Funds. The property contains a 3,536 square foot house that in the future will be demolished to allow for a future flood control project. Effective at closing, a leaseback agreement has been reached with Glenda Gatten. Ms. Gatten is currently in the process of looking to purchase a new home and will be vacating the premises upon closing on her new property.

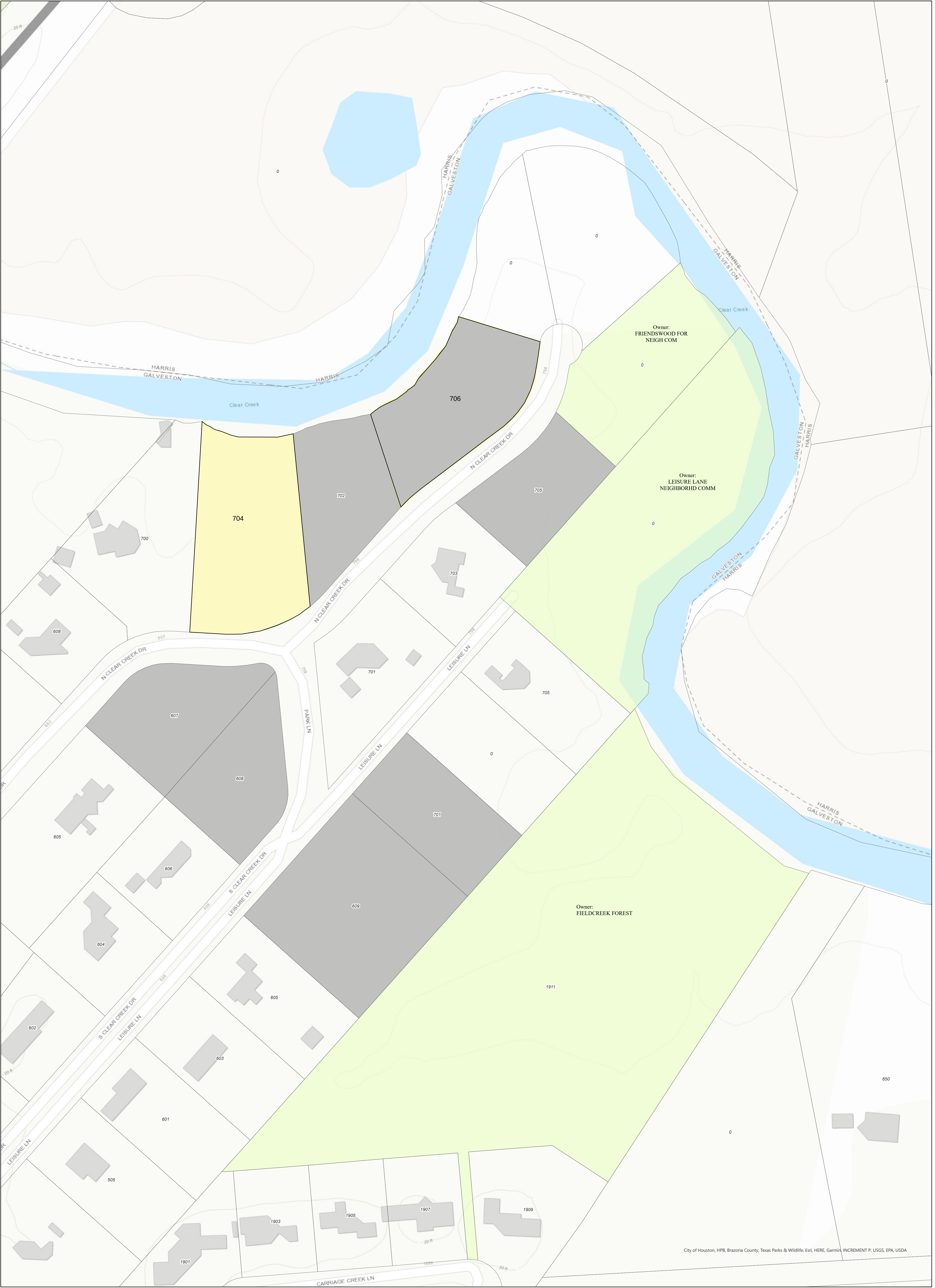
IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Recommend the ratification of the City Manager's signature on a contract to purchase and close on 704 N. Clear Creek Drive, Friendswood Texas, also known as Lot 17 of Friendswood Forest, a subdivision in Galveston County, and a lease agreement with Ms. Glenda Gatten for said property.

ATTACHMENTS

1. Proposed Buyout N Clear Creek Dr Map
2. 704 N Clear Creek Drive - Contract
3. 704 N Clear Creek Drive -Temporary Residential Lease



Proposed Buyout
704 N. Clear Creek

- Parcels
- HOA Properties
- Proposed Buyouts
- Buyouts





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

11-06-2021



1533008

1. PARTIES: The parties to this contract are Kenneth R & Glenda M Gatten
(Seller) and City of Friendswood (Buyer).
Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot 17 Block _____, Friendswood Forest
Addition, City of Friendswood, County of Galveston,
Texas, known as 704 North Clear Creek Drive, Friendswood, TX 77546
(address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____.

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing\$ 500,000.00

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,

☐ Loan Assumption Addendum, ☐ Seller Financing Addendum\$ _____

C. Sales Price (Sum of A and B)\$ 500,000.00

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

Initialed for identification by Buyer MK and Seller [Signature]

TREC NO. 20-16

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Stewart Title Company, as escrow agent, at

601 South Friendswood Drive #103, Friendswood, TX 77546 (address): \$ 5,000.00 as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 3 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - ☐ (i) will not be amended or deleted from the title policy; or
 - ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

Initialed for identification by Buyer MK and Seller [Signature]

TREC NO. 20-16

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☒ (2) Within 21 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than Items 6A(1) through (7) above; disclosed in the Commitment other than Items 6A(1) through (9) above; or which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☒ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services,

Initialed for Identification by Buyer MK _____ and Seller [Signature] _____

TREC NO. 20-16

Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
(Check one box only)
- ☐ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

(Address of Property)

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before January 15, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

Initialed for identification by Buyer MK and Seller [Signature]

TREC NO. 20-16

10. POSSESSION:

A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☒ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. **SMART DEVICES:** "Smart Device" means a device that connects to the Internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
- (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

This contract is approved subject to ratification and approval by the City of Friendswood City Council.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the

Initialed for identification by Buyer MK and Seller [Signature]

TREC NO. 20-16

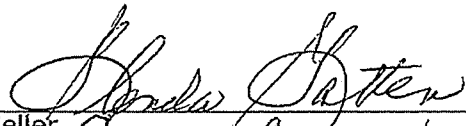
amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

EXECUTED the 22nd day of December, 2021 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)



Buyer



Seller
/ GLENDIA GATTEN

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-16. This form replaces TREC NO. 20-15.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Broker Firm _____ License No. _____

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Dawn Andrews HT dandhu@stewart.com 12/22/2021
Escrow Agent _____ Received by _____ Email Address _____ Date _____

STEWART TITLE COMPANY 281 819 4280
Address _____ Phone _____

City S, Friendswood Dr., Suite 103 281 605 1319
Friendswood, TX 77546 6F# 1533008
City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: City of Friendswood

15355 Blackhawk Boulevard, Friendswood, TX 77546

Phone: (281) 993-3411

E-mail/Fax: jarias@friendswood.com

E-mail/Fax: hvandine@friendswood.com

To Seller at: Glenda Gatten

704 North Clear Creek Drive, Friendswood, TX 77546

Phone: (832) 250-8905

E-mail/Fax: ggatten@sbcglobal.net

E-mail/Fax: _____

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|--|
| ☐ Third Party Financing Addendum | ☒ Seller's Temporary Residential Lease |
| ☐ Seller Financing Addendum | ☐ Short Sale Addendum |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Buyer's Temporary Residential Lease | ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| ☐ Loan Assumption Addendum | ☐ Addendum for Property in a Propane Gas System Service Area |
| ☐ Addendum for Sale of Other Property by Buyer | ☐ Addendum Regarding Residential Leases |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | ☐ Addendum Regarding Fixture Leases |
| ☐ Addendum for "Back-Up" Contract | ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment |
| ☐ Addendum for Coastal Area Property | ☐ Other (list): _____ |
| ☐ Addendum for Authorizing Hydrostatic Testing | _____ |
| ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum | |

- 23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Mary K Fischer

910 South Friendswood Drive, Friendswood, TX 77546

Phone: (281) 996-3283

Fax: ()

E-mail: mfischer@friendswood.com

Seller's
Attorney is: _____

Phone: ()

Fax: ()

E-mail: _____



SELLER'S TEMPORARY RESIDENTIAL LEASE

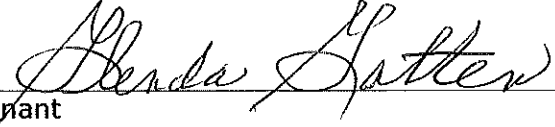
1. **PARTIES:** The parties to this Lease are City of Friendswood
(Landlord) and Glenda M. Gatten (Tenant).
2. **LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Buyer and Tenant as Seller known as 704 North Clear Creek Drive, Friendswood, TX 77546
(address).
3. **TERM:** The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates 90 Days after closing, unless terminated earlier by reason of other provisions.
4. **RENTAL:** Tenant shall pay to Landlord as rental \$ 50.00 per day (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
5. **DEPOSIT:** Tenant shall pay to Landlord at the time of funding of the sale \$ N/A as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
6. **UTILITIES:** Tenant shall pay all utility charges except _____ which Landlord shall pay.
7. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8. **PETS:** Tenant may not keep pets on the Property except _____.
9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract, except normal wear and tear and any casualty loss.
10. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.
11. **SPECIAL PROVISIONS:**
12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of Lease.
13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord MK and Tenant [Signature]

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ 100.00 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 24. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: City of Friendswood15355 Blackhawk BoulevardFriendswood, TX 77546Telephone: (281) 993-3411Facsimile: ()E-mail: engineering@friendswood.com
Landlord

Landlord

To Tenant: Glenda M Gatten704 North Clear Creek DriveFriendswood, TX 77546Telephone: (832) 250-8905Facsimile: ()E-mail: ggatten@sbcglobal.net
Tenant

Tenant



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 15-5. This form replaces TREC NO. 15-4.

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: January 10, 2022

Date submitted: 12/13/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and take possible action approving the award of a guaranteed maximum price contract for construction services for Fire Station 2 Reconstruction and Training Field Upgrades.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This project was part of the 2019 Bond Elections. PGAL was selected to design the new fire station along with upgrades to the training field. City Staff and the Friendswood Volunteer Fire Department coordinated with PGAL to develop and advertise a Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) services. Proposals were evaluated and Christensen Building Group was selected by a committee consisting of the Volunteer Fire Department, Fire Marshall's Office and the Engineering Department. In February 2021, Council awarded the CMAR contract to Christensen Building Group, LLC. Since then, the City Engineering and Fire Marshal Staff, FVFD members, Christensen and PGAL have worked together to finalize construction documents and produce a Guaranteed Maximum Price (GMP) for the Fire Station #2 Reconstruction & Training Field Upgrades project. Bids were solicited by Christensen in December 2021. The base bid GMP for the project came in at \$3,440,104, which was under the amount budgeted towards this project.

Due to the bids coming in below budget, there are some additional items that can be added to the project to further accommodate the needs of the FVFD. The following alternates will be included:

- Alternate #1 – Training Tower Slab \$16,197 (to be in place prior to installation of a training tower and burn room)
- Alternate #12 – Structure Data Cabling \$15,073
- Alternate #13 – Access Control/Intrusion Detection \$51,709
- Alternate #14 – Additional Site Paving (paving in the Training Field) \$72,995
- Alternate #15 – Site Structures (foundations and pads for Accessory Buildings) \$4,596
- Alternate #16 – Dumpster Enclosure with Gates \$23,111 (will meet the City's screening requirements)

The final GMP with alternates considered is: \$3,623,785.

A training tower with burn room will be awarded to a separate vendor under a separate contract utilizing an already allocated budget amount of \$250,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Reconstruction of this fire station will ensure that the Friendswood Volunteer Fire Department may continue to offer a continued high level of service to the south side of Friendswood. This fire station is located in an area of the City that is experiencing the most growth.

RECOMMENDATIONS

Staff recommends Council approve a Guaranteed Maximum Price of \$3,623,785, including Alternates 1, 12, 13, 14, 15, and 16, and authorize Christensen Building Group, LLC to proceed with construction activities.

ATTACHMENTS

1. GMP Amendment - Fire Station #2
2. Fire Station No 2 Rendering
3. FS2 Plans Council
4. FS2 Simplified Costs

DOCUMENT 00301M

GUARANTEED MAXIMUM PRICE AMENDMENT

To: City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

From: Construction Manager At Risk
Christensen Building Group
15425 North Freeway, Suite 330
Houston, TX 77090

Project: Fire Station #2 Reconstruction & Training Field Upgrades

PART I: Guaranteed Maximum Price

- 1.1 In accordance with Paragraph 8.2 of the Agreement, the City and the Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the City and the Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as defined in the Agreement.
- 1.2 The Contract Sum is guaranteed by the Construction Manager Not-To-Exceed THREE MILLION SIX HUNDRED TWENTY-THREE THOUSAND SEVENT HUNDRED EIGHTY-FIVE DOLLARS (\$3,623,785), subject to the additions and deductions by Change Order as provided in the Contract Documents.
- 1.3 Provided by attachment NO.1 FRIENDSWOOD FIRE STATION - GMP is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
- 1.4 Allowances included in the Guaranteed Maximum Price listed in attachment NO.1 FRIENDSWOOD FIRE STATION – GMP.
- 1.5 Assumptions on which the Guaranteed Maximum Price based is listed in attachment NO. 2 EXHIBIT A - QUALIFICATIONS.
- 1.6 Specifications on which the Guaranteed Maximum Price based is listed in attachment NO. 3 FS#2 SPECIFICATIONS.
- 1.7 Drawings on which the Guaranteed Maximum Price based is listed in

00301M-1

- 1.8 Other Documents and information, including but not limited to addenda and clarifications, on which the Guaranteed Maximum Price based is listed in attachment NO. 5 ADDENDUM No. 1, General Conditions, Wage Scale, P&P Bonds.

PART II: CONTRACT TIME

- 2.1 If Guaranteed Maximum Price is accepted, Construction Manager shall achieve Date of Substantial Completion within FOUR HUNDRED FORTY-FOUR (444) Calendar Days after the date of commencement of the Work as stipulated in Document 00725B – Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.
- 2.2 It is also understood and agreed that the Work shall be completed in full within FOUR HUNDRED FIFTY-EIGHT (458) CALENDAR Days after the date of commencement of the Work as stipulated in Document 00725B – Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.

PART III: ACKNOWLEDGEMENT

- 3.1 The Construction Manager acknowledges that the drawings and specifications will be subject to further development that is consistent with the Guaranteed Maximum Price Amendment, drawings, specifications, assumptions, and clarifications. The Construction Manager understands and agrees that if the Construction Manager and the City agree on the GMP, the Construction Manager shall be obligated to perform the Work in accordance with the Contract Documents thereafter approved by the City (regardless of whether approved by the Construction Manager) in return for payment by the City for an amount equal to the Actual Cost of the Work up to but not exceeding the Guaranteed Maximum Price. Therefore in determining the Guaranteed Maximum Price, the Construction Manager states they have taken into consideration such further development of the Design Submission Drawings, Specifications, Assumptions, and Clarifications and are not reasonably inferable therefrom.
- 3.2 Any reviews or discussions with the City, the Design Professional and the Construction Manager on the GMP Drawings, Specifications, Assumptions, and Clarifications, or failure to comment or advise the City and the Design Professional of errors or omissions in the GMP Drawings, Specifications, Assumptions, and Clarifications by the City of the Design Professional shall

not be a basis for the Construction Manager to place any responsibility on the City or the Design Professional for any deficiency in the accuracy or completeness of the GMP Drawings, Specifications, Assumptions, and Clarifications in preparing this GMP Amendment and the Construction Manager shall have the responsibility to assure the GMP Drawings, Specifications, Assumptions, and Clarifications are an accurate and complete statement of the Construction Manager's intent.

- 3.2 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

PART IV: SIGNATURES

- 4.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price. I furthermore state that I have reviewed all the Contract Documents, Drawings, and Project site and have performed a constructability review.
- 4.2 All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on this Guaranteed Maximum Price Amendment.

The undersigned offers and agrees to one (1) of the following:

- ☒ I hereby certify that I do not have outstanding debt with the City of Friendswood. Further, I agree to pay succeeding debts as they become due during this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to pay said debts prior to execution of this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

EXECUTED IN Four (4) counterparts (each of which is an original) on behalf of the Construction Manager by Mark Christensen its Officer-in-Charge shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 10th day of January, 2022.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

DATE: _____

ATTEST:

(OFFICER OR CITY SECRETARY)

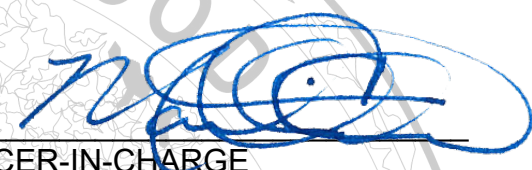
APPROVED AS TO FORM:

CITY ATTORNEY

PROPOSED AND AGREED TO:

CONSTRUCTION MANAGER:

CHRISTENSEN BUILDING GROUP

BY: 
OFFICER-IN-CHARGE

DATE: 1/5/2022

ATTEST:



(OFFICER OR SECRETARY)
Jimmy McBee - VP Preconstruction

END OF DOCUMENT

Attachment No. 1
BID DAY TOP SHEET

Christensen Building Group, LLC
Version: 07.12.16



PROJECT NO: 180-20
PROJECT: FIRE STATION NO. 2 RECONSTRUCTION
CLIENT: CITY OF FRIENDSWOOD
ARCHITECT: PGAL
PROPOSAL DATE: 12/22/2021

ESTIMATOR: JM, SD
SITE AREA: 43,486
BUILDING AREA: 7,363
PAVING AREA: 17,094
MONTHS: 12.0

DIV.	NAME	LABOR	MATERIAL	EQUIPMENT	SUB. PROPOSAL	TOTAL	CURRENT LOW BIDDER	COST/SF
010000	GENERAL CONDITIONS & REQUIREMENTS	-	-	-	337,275	337,275	CBG	45.81
015114	TEMPORARY ROADS	-	-	-	9,500	9,500	COST OF WORK	1.29
015526	TRAFFIC CONTROL	-	-	-	4,500	4,500	COST OF WORK	0.61
015626	TEMPORARY FENCING	-	-	-	4,026	4,026	COST OF WORK	0.55
015633	TEMPORARY ENCLOSURES	-	-	-	2,700	2,700	COST OF WORK	0.37
016400	STREET CLEANING	-	-	-	11,196	11,196	COST OF WORK	1.52
017423	FINAL CLEAN	-	-	-	2,945	2,945	COST OF WORK	0.40
022100	SURVEY	-	-	-	7,500	7,500	COST OF WORK	1.02
024113	SELECTIVE SITE DEMOLITION	-	-	-	25,500	25,500	CHERRY	3.46
033000	CAST IN PLACE CONCRETE	-	-	-	110,000	110,000	A.G.E.	14.94
033030	DEWATERING/PUMPS	-	-	-	6,480	6,480	COST OF WORK	0.88
033033	CONCRETE EQUIPMENT	-	-	-	8,966	8,966	COST OF WORK	1.22
033036	CONCRETE CLEANING	-	-	-	2,001	2,001	COST OF WORK	0.27
042000	MASONRY	-	-	-	166,100	166,100	UNITED MASONRY	22.56
055000	MISC. METALS	-	-	-	54,960	54,960	MSD	7.46
055010	PREPARE EXPOSED STEEL STRUCTURE	-	-	-	8,627	8,627	COST OF WORK	1.17
061000	ROUGH CARPENTRY	-	-	-	20,167	20,167	COST OF WORK	2.74
062200	PLASTIC-LAMINATE CLAD CASEWORK	-	-	-	27,065	27,065	JF MILLWORK	3.68
062208	FRP PANELS	-	-	-	2,884	2,884	COST OF WORK	0.39
071113	BITUMINOUS DAMPPROOFING	-	-	-	45,951	45,951	FIREPROOF	6.24
072100	BUILDING INSULATION	11,500	13,528	-	-	25,028	THERM-ALL	3.40
078400	FIRESTOPPING	-	-	-	0	0	IN 071113	0.00
079200	JOINT SEALANTS	-	-	-	0	0	IN 071113	0.00
080670	DOOR/HARDWARE INSTALLATION	-	-	-	3,600	3,600	NOVA DOOR	0.49
081100	DOORS, FRAMES, & HW	-	-	-	48,340	48,340	AMERICAN DOOR PRODUCTS	6.57
083600	OVERHEAD DOORS	-	-	-	49,600	49,600	JOHNSON EQUIPMENT	6.74
088100	GLASS & GLAZING	-	-	-	32,802	32,802	SPRING GLASS	4.45
092900	DRYWALL	-	-	-	86,516	86,516	YOUNG & SONS	11.75
093000	HARD TILE	-	-	-	19,489	19,489	ARCHITECTURAL FLOORS	2.65
095100	ACOUSTICAL CEILINGS	-	-	-	12,000	12,000	APPLIED FINISH	1.63
096001	FLOOR PREPARATION	-	-	-	230	230	COST OF WORK	0.03
096002	FLOOR PROTECTION	-	-	-	1,895	1,895	COST OF WORK	0.26
096119	CONCRETE FLOOR SEALER	-	-	-	5,261	5,261	REFINE CONC. SERV.	0.71
096500	RESILIENT FLOORING & CARPET	-	-	-	14,691	14,691	ARCHITECTURAL FLOORS	2.00
099000	PAINTING	-	-	-	20,517	20,517	CHERRY COATINGS	2.79
101400	SIGNAGE & GRAPHICS	-	-	-	11,173	11,173	STG	1.52
102600	WALL & CORNER GUARDS	-	-	-	0	0	N/A	0.00
102800	TOILET ACCESSORIES	-	-	-	10,817	10,817	TEXAS TEN	1.47

BID DAY TOP SHEET



104416	FIRE EXTINGUISHERS	-	-	-	0	0	IN 102800	0.00
104420	KNOX BOX	-	-	-	1,200	1,200	COST OF WORK	0.16
105100	LOCKERS	-	-	-	0	0	IN ALTERNATE	0.00
107316	ALUMINUM CANOPIES	-	-	-	47,010	47,010	ALUMINUM TECH.	6.38
107500	FLAG POLES	-	-	-	0	0	IN ALTERNATE	0.00
113000	RESIDENTIAL EQUIPMENT	-	-	-	0	0	IN ALTERNATE	0.00
122000	BLINDS & WINDOW TREATMENTS	-	-	-	900	900	CAPITOL BLIND	0.12
123600	SOLID SURFACE COUNTERTOPS	-	-	-	0	0	IN 062200	0.00
133419	METAL BUILDING SYSTEMS	-	-	-	292,230	292,230	ALLIANCE	39.69
133420	METAL BUILDING ERECTION	-	-	-	73,752	73,752	FLEX-ERECT	10.02
134200	METAL BUILDING INSULATION	-	-	-	0	0	IN 072100	0.00
211000	FIRE SPRINKLER	-	-	-	29,400	29,400	RENEGADE FIRE SYSTEMS	3.99
220000	PLUMBING	-	-	-	250,000	250,000	MESA MECHANICAL	33.95
230000	HVAC	-	-	-	299,900	299,900	CARLS QUALITY	40.73
260000	ELECTRICAL	-	-	-	349,997	349,997	ENPACE	47.53
271000	STRUCTURED CABLING	-	-	-	0	0	IN ALTERNATE	0.00
281000	ACCESS CONTROL/INTRUSION DETECTION	-	-	-	0	0	IN ALTERNATE	0.00
282300	VIDEO SURVEILLANCE	-	-	-	0	0	IN ALTERNATE	0.00
283100	FIRE DETECTION/ALARM	-	-	-	14,100	14,100	FIRETRON	1.91
310000	EARTHWORK	-	-	-	93,881	93,881	TRIPLE CROWN	12.75
312500	SWPPP	-	-	-	11,055	11,055	CONSTRUCTION ECO SVS.	1.50
313116	TERMITE PROTECTION	-	-	-	725	725	BUGTIME	0.10
321623	SITE CONCRETE	-	-	-	161,310	161,310	A.G.E.	21.91
321700	CONCRETE APPROACH TIE-IN	-	-	-	4,500	4,500	COST OF WORK	0.61
321720	CLEAN PARKING LOT	-	-	-	1,197	1,197	COST OF WORK	0.16
321723	PAVEMENT MARKINGS	-	-	-	5,760	5,760	TEXAS COMMERCIAL PRESS.	0.78
323100	FENCES & GATES	-	-	-	57,652	57,652	ANCHOR FENCE	7.83
328000	IRRIGATION	-	-	-	11,892	11,892	WAYPOINT LANDSCAPE	1.62
329000	LANDSCAPING	-	-	-	0	0	IN 328000	0.00
330000	SITE UTILITIES - DOMESTIC/FIRE WATER	-	-	-	92,055	92,055	TRIPLE CROWN	12.50
330000	SITE UTILITIES - SANITARY SEWER	-	-	-	39,961	39,961	TRIPLE CROWN	5.43
330000	SITE UTILITIES - STORM SEWER	-	-	-	94,199	94,199	TRIPLE CROWN	12.79
	SUBTOTAL - COST OF WORK	11,500	13,528	-	3,107,950	3,132,978	EXPOSURE:	425.50
	BUILDER'S RISK INSURANCE				0.25%	7,832		
	GENERAL LIABILITY				0.19%	5,953		
	PERMIT (FEE WAIVED BY COF)					-		
	CONTINGENCY				3.00%	93,989		
	FEE				5.00%	162,038	13,503	
	SUBTOTAL					3,402,790		462.15
	BOND					37,314		
	TOTAL BASE					3,440,104		467.22
	ALTERNATE NO. 1: TRAINING TOWER SLAB-ON-GRADE					\$ 16,197		
	ALTERNATE NO. 2: PROVIDE MONUMENT SIGN					\$ 26,404		
	ALTERNATE NO. 3: PROVIDE FOUR-FOLD DOORS IN LIEU OF OVERHEAD					\$ 138,875		
	ALTERNATE NO. 4: PROVIDE SEALED CONC. IN LIEU OF FLOOR FINISHES					\$ 322		

BID DAY TOP SHEET



ALTERNATE NO. 5: PROVIDE RUBBER SPORTS FLOOR IN GYM	\$	-	NOT APPLICABLE	
ALTERNATE NO. 6: PROVIDE GYP. CEILINGS AS NOTED ON RCP	\$	6,262		
ALTERNATE NO. 7: PROVIDE MARKERBOARDS	\$	-	NOT APPLICABLE	
ALTERNATE NO. 8: PROVIDE GEAR GRID LOCKERS & BENCHES	\$	12,443		
ALTERNATE NO. 9: PROVIDE FLAGPOLES	\$	7,665		
ALTERNATE NO. 10: PROVIDE COMMERCIAL LAUNDRY EQUIPMENT	\$	16,743		
ALTERNATE NO. 11: PROVIDE RESIDENTIAL APPLIANCES	\$	35,495		
ALTERNATE NO. 12: PROVIDE STRUCTURE DATA CABLING	\$	15,073		
ALTERNATE NO. 13: PROVIDE ACCESS CONTROL/INTRUSION DETECTION	\$	51,709		
ALTERNATE NO. 14: PROVIDE ADDITIONAL SITE PAVING	\$	72,995		
ALTERNATE NO. 15: PROVIDE SITE STRUCTURES (FOUNDATIONS/PADS)	\$	4,596		
ALTERNATE NO. 16: PROVIDE DUMPSTER ENCLOSURE W/GATES	\$	23,111		
SUBTOTAL - ACCEPTED ALTERNATES		-		
TOTAL BASE W/ALTERNATES		3,440,104		



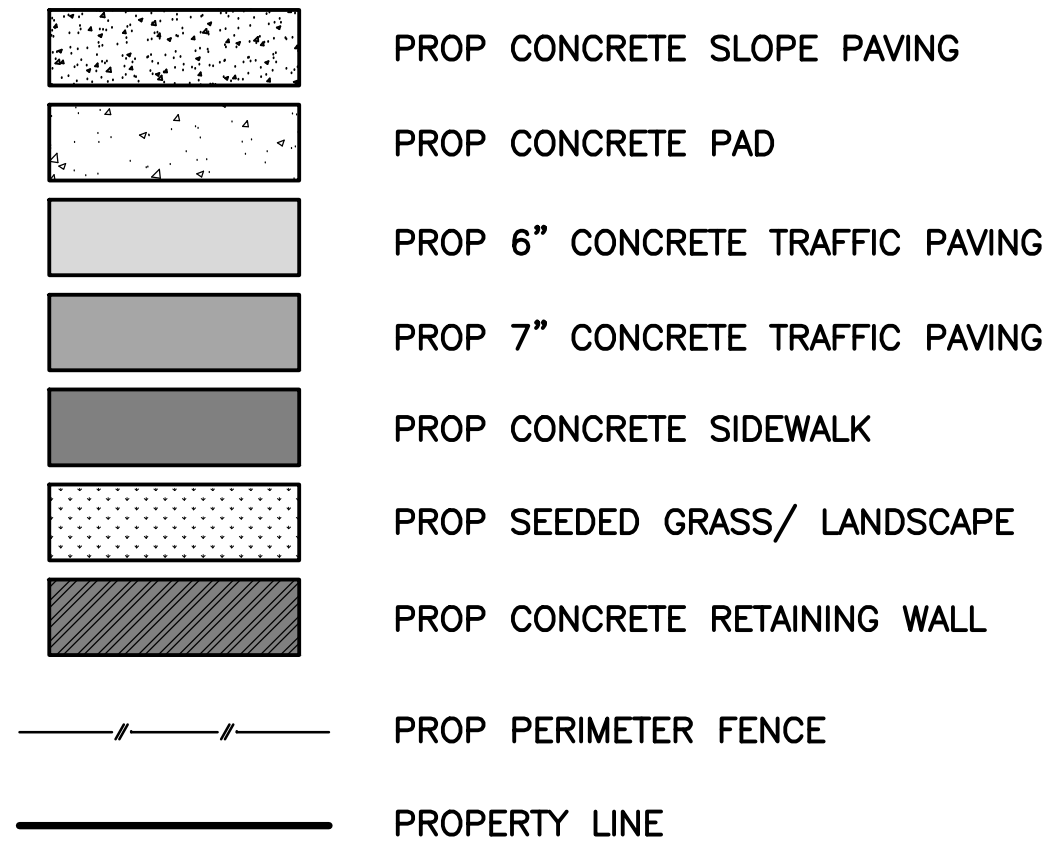
PROJECT NO: 180-20
PROJECT: FIRE STATION NO. 2 RECONSTRUCTION
CLIENT: CITY OF FRIENDSWOOD
ARCHITECT: PGAL
PROPOSAL DATE: 12/22/2021

ESTIMATOR: JM
SITE AREA: 43,493
BUILDING AREA: 7,363
PAVING AREA: 14,798
MONTHS: 12.0

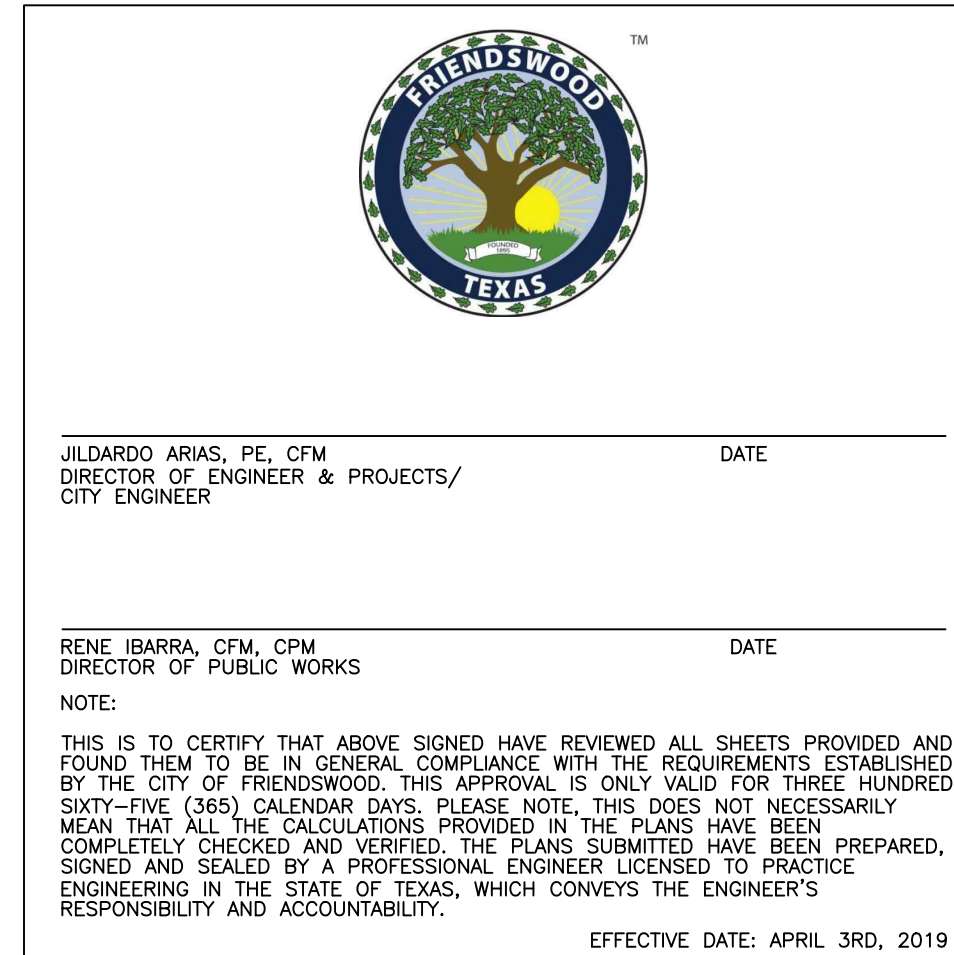
DIV.	NAME	SD BUDGET REVIEW 3/18/2021	SD BUDGET REVIEW 4/15/2021	50% DD BUDGET REVIEW 6/7/2021	100% DD BUDGET REVIEW 7/13/2021	50% CD BUDGET REVIEW 8/23/2021	95% CD BUDGET REVIEW 9/30/2021	100% CD GMP 12/14/2021	DIFFERENCE	COMMENTS
010000	GENERAL REQUIREMENTS	391,325	391,160	374,991	374,991	374,989	375,642	372,142	(3,500)	
020000	EXISTING CONDITIONS	51,382	51,382	33,245	33,245	33,245	33,245	33,000	(245)	
030000	CONCRETE	169,474	143,770	152,392	146,402	159,848	152,062	127,447	(24,615)	
040000	MASONRY	225,173	220,673	196,932	187,520	231,171	196,475	166,100	(30,375)	
050000	METALS	318,924	318,924	373,928	328,848	8,627	15,332	63,587	48,255	
060000	WOODS, PLASTICS, & COMPOSITES	49,459	49,459	65,318	65,318	67,940	60,835	50,116	(10,719)	
070000	THERMAL & MOISTURE PROTECTION	223,654	223,654	189,879	189,879	225,691	235,640	70,979	(164,661)	
080000	OPENINGS	209,382	107,452	145,447	145,447	149,400	149,430	134,342	(15,088)	
090000	FINISHES	243,175	226,120	263,808	239,344	191,216	232,387	160,599	(71,788)	
100000	SPECIALTIES	85,992	63,992	100,980	82,044	82,044	97,364	70,200	(27,164)	
110000	EQUIPMENT	32,500	32,500	32,500	-	-	-	0	0	
120000	FURNISHINGS	2,665	2,440	1,230	1,230	1,230	-	900	900	
130000	PRE ENGINEERED METAL BUILDING	0	0	0	0	202,793	249,600	365,982	116,382	
210000	FIRE SUPPRESSION	36,575	36,575	35,800	35,800	31,293	31,293	29,400	(1,893)	
220000	PLUMBING SYSTEMS	289,349	289,349	281,200	266,590	294,880	294,880	250,000	(44,880)	
230000	HEATING, VENTILATING, & AIR CONDITIONING	341,399	341,399	333,250	316,350	352,920	331,335	299,900	(31,435)	
260000	ELECTRICAL	342,714	342,714	335,275	279,947	276,113	309,246	349,997	40,751	
270000	COMMUNICATIONS	49,511	49,511	47,344	-	-	-	0	0	
280000	ELECTRONIC SAFETY & SECURITY	32,710	32,710	30,493	15,493	25,701	18,408	14,100	(4,307)	
310000	EARTHWORK	158,456	147,933	161,939	161,939	165,047	157,232	105,661	(51,571)	
320000	EXTERIOR IMPROVEMENTS	273,237	231,269	231,520	211,623	230,279	226,856	242,311	15,455	
330000	UTILITIES	212,097	212,097	323,755	350,151	429,862	427,589	226,215	(201,374)	
	SUBTOTAL - COST OF WORK	3,739,151	3,515,081	3,711,226	3,432,160	3,534,289	3,594,850	3,132,978	(461,872)	
	BUILDER'S RISK INSURANCE	9,348	8,788	8,580	8,580	8,836	8,987	7,832		
	GENERAL LIABILITY	7,104	6,679	6,521	6,521	6,715	6,830	5,953		
	PERMIT (FEE WAIVED)	-	-	-	-	-	-	-		
	C.M. CONTINGENCY	186,958	175,754	111,337	102,965	106,029	107,845	93,989		
	FEE	197,128	185,315	191,945	177,511	182,793	185,926	162,038		
	TOTAL COST WITHOUT BOND	4,139,689	3,891,617	4,029,609	3,727,738	3,838,662	3,904,438	3,402,790	(501,648)	
	BOND	41,311	39,427	42,297	39,892	40,772	41,294	37,314		
	TOTAL COST WITH BOND	4,181,000	3,931,044	4,071,906	3,767,630	3,879,434	3,945,732	3,440,104		
	SOFT COSTS	457,475	457,475	457,475	457,475	457,475	457,475	457,475		
	PROGRAMMING	55,495	55,495	55,495	55,495	55,495	55,495	55,495		
	PRE-CON FEE	23,344	23,344	23,344	23,344	23,344	23,344	23,344		
	COST SAVINGS & ALTERNATES	-	-	-	(127,163)			-		
	TOTAL PROJECT COSTS	4,717,314	4,467,358	4,608,220	4,176,781	4,415,748	4,482,046	3,976,418	(505,628)	



1. ALL DIMENSIONS AND COORDINATES ARE TO FACE OF CURB OR OUTSIDE OF BUILDING FACE UNLESS NOTED OTHERWISE.
2. REFER TO TOPOGRAPHIC SURVEY PREPARED BY C.L. DAVIS & CO., DATED 11/10/2021 FOR EXISTING CONDITIONS, SURVEY BENCHMARKS, HORIZONTAL AND VERTICAL CONTROL.
3. ALL DISTURBED GRASS AND NON-PAVED AREAS NOT INDICATED FOR IMPROVEMENTS BY LANDSCAPING PLANS ARE TO BE STABILIZED AND RESTORED WITH 4" MINIMUM TOPSOIL AND SODDING AS INDICATED TO MATCH FINISH GRADES PER GRADING PLAN.
4. REFER TO PROJECT EARTHWORK SPECIFICATIONS AND GEOTECHNICAL REPORT FOR PREPARATION OF BUILDING AND PAVING SUBGRADES.
5. REFER TO PROJECT SPECIFICATIONS FOR ALL MINIMUM AND ADDITIONAL REQUIREMENTS.



(2)

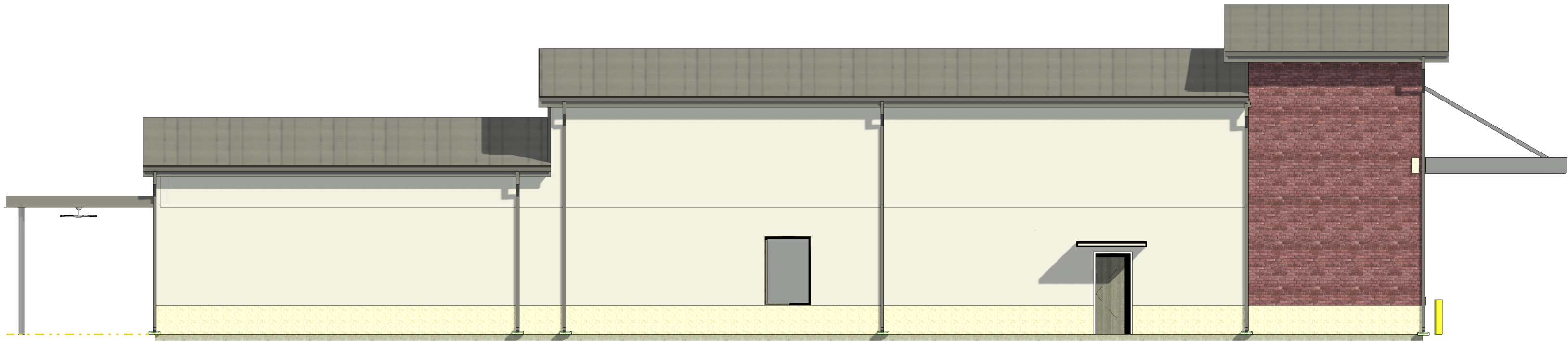


DRAWING HISTORY		
NO.	DATE	ISSUE FOR
	06/29/2021	ISSUE FOR TxDOT PERMIT
	10/20/2021	100% CONSTRUCTION DOCUMENTS
	10/29/2021	ISSUE FOR GCCDD PERMIT
	11/11/2021	GCCDD PERMIT-PRELIMINARY
	11/11/2021	GCCDD PERMIT-FINAL
	11/18/2021	ADDENDUM NO. 1
	12/28/2021	ADDENDUM NO. 2

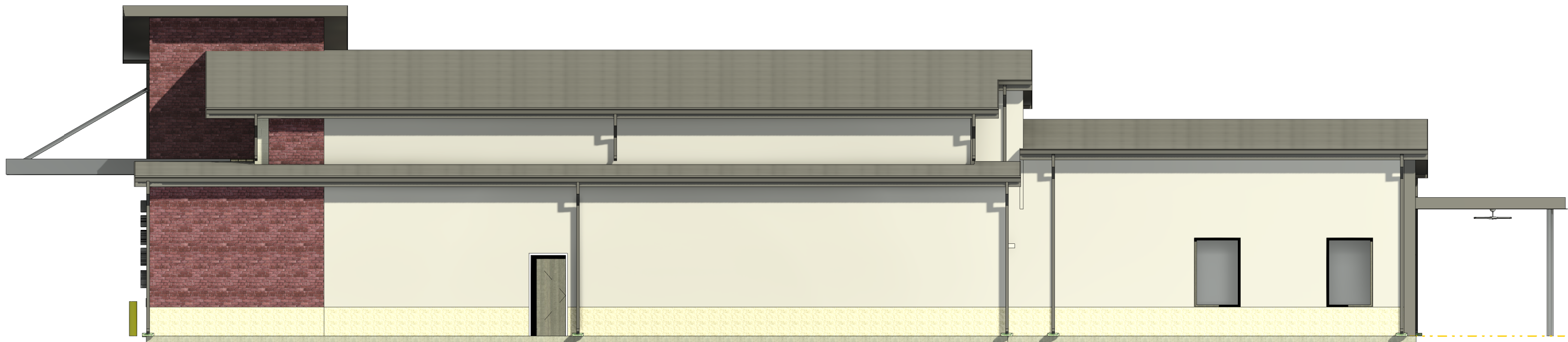
PROJECT NUMBER
1005508
PROJECT STATUS
100% CONSTRUCTION DOCUMENTS
DATE OF ISSUE
10/20/2021
SHEET TITLE
SITE PLAN

SHEET NUMBER
C2.10

FILE NAME: C:\@Revit\Locals\FNDSWD_FS2_CENTRAL_21_iperezRBTSY.rvt
DATE STAMP: 12/28/2021 6:39:18 PM



NORTH ELEVATION 1/8" = 1'-0" 4



SOUTH ELEVATION 1/8" = 1'-0" 3



EAST ELEVATION 1/8" = 1'-0" 2



WEST ELEVATION 1/8" = 1'-0" 1

CLIENT



CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546
T 281.996.3200

ARCHITECT



PGAL, Inc.
3131 Briarpark Dr.
Suite 200
Houston, TX 77042
T 713 622 1444
F 713 968 9333
www.pgal.com

CONSULTANT

REGISTRATION

Copyright © 2021



DRAWING HISTORY

No.	DATE	DESCRIPTION
1	12.28.2021	ADDENDUM NO. 2

PROJECT NAME

FIRE STATION No.2
RECONSTRUCTION
& TRAINING FIELD
UPGRADES

PROJECT LOCATION

2601 W. PARKWOOD
DR. FRIENDSWOOD,
TEXAS 77546

PROJECT NUMBER

1005508

PROJECT STATUS

100%
CONSTRUCTION
DOCUMENTS
DATE OF ISSUE
10/20/2021

SHEET TITLE

RENDERED
ELEVATIONS

SHEET NUMBER

A6.03
Page 112 of 228

Fire Station #2 Reconstruction & Training Field Upgrades

Items in Contract

Base Bid - Construction of New Fire Station #2 (bond included)	\$3,440,104
Alternate #1 – Training Tower Slab	\$16,197
Alternate #12 - Structure Data Cabling	\$15,073
Alternate #13 – Access Control/Intrusion Detection	\$51,709
Alternate #14 – Additional Site Paving (paving in the Training Field)	\$72,995
Alternate #15 – Site Structures (foundations and pads for Accessory Buildings)	\$4,596
Alternate #16 – Dumpster Enclosure with Gates	\$23,111

Final GMP	\$3,623,785
-----------	-------------

*Please note - \$250,000 has been allocated towards a training tower under a separate contract.

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: January 10, 2022

Date submitted: 12/13/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and take possible action approving the award of a guaranteed maximum price contract for construction services for Public Safety Building Expansion.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This project was part of the 2019 Bond Elections. PGAL, Inc. was selected to design the expansion of the Public Safety Building. City Staff coordinated with PGAL to develop and advertise a Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) services. Proposals were evaluated and CORE Construction was selected by a committee consisting of the Police Department, Fire Marshall's Office and Engineering Department. In February 2021, Council awarded the CMAR contract to CORE Construction. Since then, the selection committee, CORE and PGAL have worked together to finalize construction documents and produce a Guaranteed Maximum Price (GMP) for the Expansion project. Bids were solicited by CORE in December 2021. The GMP for the project came in at \$3,657,840 for the expansion of the building. The following alternates are recommended to be included:

- Build Out #2 – Renovations \$1,189,934* - These renovations include expanding existing lockers rooms/restrooms, breakrooms and the weight room.
- Build Out #3 – Emergency Operations Center Renovation \$59,150
- Build Out #4 – Courts Restrooms and Secure Connector \$77,884**
- Build Out #5 – Roof Replacement (deferred maintenance item) \$547,808***

Final GMP with all alternates considered: \$5,532,616

* Additional Appropriation FY21 Budget Amendment \$200,000 has been included to cover items pertaining to existing HVAC maintenance/deferred maintenance.

** Additional work funded via the Court Technology and Security Fund

*** Additional Appropriation FY21 Budget Amendment \$400,000 for deferred maintenance/roof replacement.

Please note, award of this GMP and alternates will result in a funding deficit of (\$476,555). City Finance staff has identified potential funding mechanisms to close this deficit prior to the completion of construction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Expansion of the Public Safety Building will allow the Friendswood Police Department to continue to grow and make more efficient use of the existing facility.

RECOMMENDATIONS

Staff recommends Council approve a Guaranteed Maximum Price of \$5,532,616, including Build Out Alternates 2, 3, 4, and 5, and authorize CORE Construction to proceed with construction activities.

ATTACHMENTS

1. GMP Amendment - Public Safety Building
2. Public Safety Building Rendering
3. PSB Simplified Costs

DOCUMENT 00301M

GUARANTEED MAXIMUM PRICE AMENDMENT

To: City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

From: Construction Manager At Risk
CORE Construction
1 Sugar Creek Center Blvd. Suite 320
Sugar Land, TX 77478

Project: Public Safety Building Expansion

PART I: Guaranteed Maximum Price

- 1.1 In accordance with Paragraph 8.2 of the Agreement, the City and the Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the City and the Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as defined in the Agreement.
- 1.2 The Contract Sum is guaranteed by the Construction Manager Not-To-Exceed FIVE MILLION FIVE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$5,532,616), subject to the additions and deductions by Change Order as provided in the Contract Documents.
- 1.3 Provided by Attachment No.1, PSBE GMP 1.4.22 is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
- 1.4 Allowances included in the Guaranteed Maximum Price listed in Attachment No. 1, PSBE GMP.
- 1.5 Assumptions and Schedule on which the Guaranteed Maximum Price based is listed in Attachment No. 2, Friendswood PSB Basis of Estimate.
- 1.6 Specifications on which the Guaranteed Maximum Price based is listed in Attachment No.3 PSB 100%CD Specifications.
- 1.7 Drawings on which the Guaranteed Maximum Price based is listed in

00301M-1

Attachment No. 4 PSB 100%CDs.

- 1.8 Other Documents and information, including but not limited to addenda and clarifications, on which the Guaranteed Maximum Price based is listed in Attachment No. 5 Addendum, General Conditions, P&P Bond, and Wage Scale.

PART II: CONTRACT TIME

- 2.1 If Guaranteed Maximum Price is accepted, Construction Manager shall achieve Date of Substantial Completion within FOUR HUNDRED FORTY-FOUR (444) Calendar Days after the date of commencement of the Work as stipulated in Document 00725B – Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.
- 2.2 It is also understood and agreed that the Work shall be completed in full within FOUR HUNDRED FIFTY-EIGHT (458) Calendar Days after the date of commencement of the Work as stipulated in Document 00725B – Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.

PART III: ACKNOWLEDGEMENT

- 3.1 The Construction Manager acknowledges that the drawings and specifications will be subject to further development that is consistent with the Guaranteed Maximum Price Amendment, drawings, specifications, assumptions, and clarifications. The Construction Manager understands and agrees that if the Construction Manager and the City agree on the GMP, the Construction Manager shall be obligated to perform the Work in accordance with the Contract Documents thereafter approved by the City (regardless of whether approved by the Construction Manager) in return for payment by the City for an amount equal to the Actual Cost of the Work up to but not exceeding the Guaranteed Maximum Price. Therefore in determining the Guaranteed Maximum Price, the Construction Manager states they have taken into consideration such further development of the Design Submission Drawings, Specifications, Assumptions, and Clarifications and are not reasonably inferable therefrom.
- 3.2 Any reviews or discussions with the City, the Design Professional and the Construction Manager on the GMP Drawings, Specifications, Assumptions, and Clarifications, or failure to comment or advise the City and the Design Professional of errors or omissions in the GMP Drawings, Specifications,

00301M-2

Assumptions, and Clarifications by the City of the Design Professional shall not be a basis for the Construction Manager to place any responsibility on the City or the Design Professional for any deficiency in the accuracy or completeness of the GMP Drawings, Specifications, Assumptions, and Clarifications in preparing this GMP Amendment and the Construction Manager shall have the responsibility to assure the GMP Drawings, Specifications, Assumptions, and Clarifications are an accurate and complete statement of the Construction Manager's intent.

- 3.2 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

PART IV: SIGNATURES

- 4.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price. I furthermore state that I have reviewed all the Contract Documents, Drawings, and Project site and have performed a constructability review.
- 4.2 All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on this Guaranteed Maximum Price Amendment.

The undersigned offers and agrees to one (1) of the following:

- ☒ I hereby certify that I do not have outstanding debt with the City of Friendswood. Further, I agree to pay succeeding debts as they become due during this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to pay said debts prior to execution of this agreement.
- ☐ I hereby certify that I do have outstanding debts with the City of Friendswood and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

EXECUTED IN Four (4) counterparts (each of which is an original) on behalf of the Construction Manager by Gary Frazier its President shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 10th day of January, 2022.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

PROPOSED AND AGREED TO:

CONSTRUCTION MANAGER:

CORE CONSTRUCTION

MAYOR

BY: 
PRESIDENT

DATE: _____

DATE: JANUARY 9, 2022

ATTEST:

(OFFICER OR CITY SECRETARY)

ATTEST:


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF DOCUMENT

Attachment No. 1



CoFriendswood PSBE

Guaranteed Maximum Price
LOCATION: Friendswood, TX
ARCHITECT: PGAL
DURATION(months): 11
WARRANTY(yrs): 2
SITE ACREAGE: 4.0
SQUARE FOOTAGE: 18,544

#	Description		Base Price	\$/SF (direct cost)	% (of direct cost total)	BREAKOUTS					ALTERNATES
						BO #1: New Expansion	BO #2: Building Renovations (Excluding EOC, Court RR's, & Secure Connector)	BO #3: Emergency Ops Center	BO #4: Court RR's & Secure Connector	BO #5: Roof Replacement	ALT #2: Locker Room Option #2
1	DEMOLITION/ GENERAL REQUIREMENTS		\$231,172	\$0.00	5.02%	\$200,722	\$27,500	\$1,950	\$1,000	\$0	\$0
1	Demolition	EZ demo	\$32,450	\$175	0.70%	\$2,000	\$27,500	\$1,950	\$1,000	\$0	\$0
2	General Requirements	CORE	\$198,722	\$10.72	4.31%	\$198,722					
2	SITE WORK (ROUGH)		\$167,859	\$9.05	3.64%	\$168,968	\$0	\$0	\$0	\$0	\$0
6	Surveying/Staking		in #02			\$0	\$0	\$0	\$0	\$0	\$0
7	Earthwork	Diffco	\$133,416	\$7.19	2.90%	\$133,416	\$0	\$0	\$0	\$0	\$0
8	Site Utilities	Diffco	\$34,443	\$1.86	0.75%	\$34,443	\$0	\$0	\$0	\$0	\$0
11	Soil Treatment	CORE	inc. #07			\$1,109					
3	SITE WORK (FINISH)		\$41,191	\$2.22	0.89%	\$41,191	\$0	\$0	\$0	\$0	\$0
14	Site Signage & Striping	CORE	\$2,095	\$0.11	0.05%	\$2,095	\$0	\$0	\$0	\$0	\$0
15	Landscaping & Irrigation	Waypoint	\$39,096	\$2.11	0.85%	\$39,096	\$0	\$0	\$0	\$0	\$0
24	Site Furnishings	FFE	\$0	\$0.00		\$0	\$0	\$0	\$0	\$0	\$0
4	STRUCTURE		\$816,194	\$44.01	17.72%	\$816,194	\$0	\$0	\$0	\$0	\$0
27	Concrete	Diffco	\$210,697	\$11.36	4.57%	\$210,697	\$0	\$0	\$0	\$0	\$0
28	Masonry	Camarata	\$171,721	\$9.26	3.73%	\$171,721	\$0	\$0	\$0	\$0	\$0
30	Steel Package	Eagle Fabricators	\$419,868	\$22.64	9.11%	\$419,868	\$0	\$0	\$0	\$0	\$0
32	Rough Carpentry	CORE	\$13,908	\$0.75	0.30%	\$13,908	\$0	\$0	\$0	\$0	\$0
5	ENCLOSURE		\$862,573	\$46.51	18.72%	\$453,804	\$0	\$0	\$0	\$408,769	\$0
37	Damproofing / Waterproofing / Air Barrier	Decker	\$80,000	\$4.31	1.74%	\$80,000	\$0	\$0	\$0	\$0	\$0
40	Glass & Glazing	Ray Glass	\$147,611	\$7.96	3.20%	\$147,611	\$0	\$0	\$0	\$0	\$0
47	Membrane Roofing	Strategic Roofing	\$623,762	\$33.64	13.54%	\$214,993	\$0	\$0	\$0	\$408,769	\$0
48	Canopies	Canopy Solutions	\$11,200	\$0.60	0.24%	\$11,200	\$0	\$0	\$0	\$0	\$0
6	INTERIOR FINISHES		\$765,495	\$41.28	16.62%	\$445,749	\$269,505	\$27,925	\$21,206	\$0	\$0
55	Finished Carpentry & Millwork	Ameritek	\$48,720	\$2.63	1.06%	\$29,460	\$14,260	\$5,000	\$0	\$0	\$0
56	HM Frames, Doors, & Hardware	Laforce	\$101,454	\$5.47	2.20%	\$64,284	\$29,770	\$2,801	\$4,597	\$0	\$0
59	Metal Studs, Drywall, & Ceilings Package	CM Services	\$382,409	\$20.62	8.30%	\$270,909	\$89,942	\$11,758	\$8,606	\$0	\$0
61	Painting	CM Services	\$36,946	\$1.99	0.80%	\$27,564	\$7,497	\$953	\$932	\$0	\$0
64	Tile Package	Sigma Marble Granite	\$53,767	\$2.90	1.17%	\$1,551	\$46,857	\$848	\$4,511	\$0	\$0
65	Flooring Package	Dobbins	\$142,199	\$7.67	3.09%	\$51,981	\$81,179	\$6,565	\$2,560	\$0	\$0
66	Sealed Concrete	in Paint									
7	SPECIALTIES		\$160,044	\$8.63	3.47%	\$10,445	\$146,975	\$1,990	\$634	\$0	\$66,349
72	Window Shades & Curtains	Capital Blind and Drapery Company	\$3,251	\$0.18	0.07%	\$3,251	\$0	\$0	\$0	\$0	\$0
73	Signage Package	Graphitex	\$14,707	\$0.79	0.32%	\$3,819	\$9,807	\$447	\$634	\$0	\$0
75	Toilet Partitions & Accessories	Interco	\$15,429	\$0.83	0.33%	\$0	\$13,886	\$1,543	\$0	\$0	\$0
77	Wall Protection & Corner Guards	In Specialties				\$0	\$0	\$0	\$0	\$0	\$0
78	Fire Extinguishers & Cabinets	Southern Specialty	\$3,375	\$0.18	0.07%	\$3,375	\$0	\$0	\$0	\$0	\$0
79	Lockers	Southwest Solutions	\$123,282	\$6.65	2.68%	\$0	\$123,282	\$0	\$0	\$0	\$66,349
8	EQUIPMENT		\$28,494	\$1.54	0.62%	\$0	\$28,494	\$0	\$0	\$0	\$0
85	Operable Partitions	Modern Fold	\$28,494	\$1.54	0.62%	\$0	\$28,494	\$0	\$0	\$0	\$0
9	MEP SYSTEMS		\$928,296	\$50.06	20.15%	\$660,471	\$196,630	\$13,075	\$38,120	\$20,000	\$0
97	Fire Sprinkler Systems	BMF	\$58,165	\$3.14	1.26%	\$58,165	\$0	\$0	\$0	\$0	\$0
98	Plumbing Systems	Derry Berry	\$182,450	\$9.84	3.96%	\$0	\$155,430	\$0	\$27,020	\$0	\$0
99	HVAC Systems	DMG	\$232,100	\$12.52	5.04%	\$221,225	\$8,200	\$1,075	\$1,600	\$0	\$0
100	TAB	Delta-T	\$14,200	\$0.77	0.31%	\$14,200	\$0	\$0	\$0	\$0	\$0
102	Electrical Systems	Floyd	\$413,157	\$22.28	8.97%	\$341,157	\$30,500	\$12,000	\$9,500	\$20,000	\$0
103	Fire Alarm Systems	ESI	\$28,224	\$1.52	0.61%	\$25,724	\$2,500	\$0	\$0	\$0	\$0
10	SPECIAL SYSTEMS		\$129,060	\$6.96	2.80%	\$65,447	\$62,257	\$1,357	\$0	\$0	\$0
109	Structured Cabling Systems	NCS	\$66,829	\$3.60	1.45%	\$40,572	\$26,257	\$0	\$0	\$0	\$0
110	Security/Access Control Systems	Security 101	\$26,232	\$1.41	0.57%	\$24,875	\$0	\$1,357	\$0	\$0	\$0
111	Audio Visual Systems	Allowance	\$36,000				\$36,000				
CONTINGENCIES & ALLOWANCES			\$476,631	\$25.70	10.35%	\$182,892	\$259,497	\$2,958	\$3,894	\$27,390	\$4,238
2.0%	Construction Contingency		\$110,652	\$5.97	2.40%	\$73,157	\$23,799	\$1,183	\$1,558	\$10,956	\$1,695
1.0%	Escalation Allowance		\$55,326	\$2.98	1.20%	\$36,578	\$11,899	\$592	\$779	\$5,478	\$848
2.0%	Owner Contingency		\$110,652	\$5.97	2.40%	\$73,157	\$23,799	\$1,183	\$1,558	\$10,956	\$1,695
Alt 1	Replace existing HVAC outdoor equipment		\$200,000	\$10.79	4.34%		\$200,000				\$0
Subtotal			\$4,607,009			\$3,045,883	\$990,858	\$49,255	\$64,854	\$456,159	\$70,587
GENERAL REQUIREMENTS			BASED ON	SUB TOTAL		SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL
REQUIRED General Conditions				\$460,865		\$304,697	\$99,121	\$4,927	\$6,488	\$45,632	\$7,061
Subtotal (with General Requirements)			\$5,067,874			\$3,350,580	\$1,089,979	\$54,182	\$71,341	\$501,792	\$77,649
INSURANCE, BONDS, AND BUILDERS RISK			BASED ON	SUB TOTAL		SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL
REQUIRED General Liability			\$5,532,616	\$55,326		\$36,578	\$11,899	\$592	\$779	\$5,478	\$848
REQUIRED Subcontractor Insurance			\$4,607,009	\$69,105		\$45,688	\$14,863	\$739	\$973	\$6,842	\$1,059
REQUIRED Payment and Performance Bond			\$5,532,616	\$49,849		\$32,957	\$10,721	\$533	\$702	\$4,936	\$764
REQUIRED Builders Risk Insurance			\$5,532,616	\$13,832		\$9,145	\$2,975	\$148	\$195	\$1,370	\$212
Subtotal (with GR's, & Insurance)			\$5,255,986			\$3,474,948	\$1,130,437	\$56,193	\$73,989	\$520,417	\$80,531
RATE CONTRACTOR'S FEE			BASED ON	SUB TOTAL		SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL	SUB TOTAL
3.00% Construction Manager At Risk Fee			\$5,532,616	\$276,631		\$182,892	\$59,497	\$2,958	\$3,894	\$27,390	\$4,238
Subtotal (GR's, Insurance, & Fee)			\$5,532,616			\$3,657,840	\$1,189,934	\$59,150	\$77,884	\$547,808	\$84,769
Estimate Amount						BO #1: New Expansion	BO #2: Building Renovations (Excluding EOC, Court RR's, & Secure Connector)	BO #3: Emergency Ops Center	BO #4: Court RR's & Secure Connector	BO #5: Roof Replacement	ALT #2: Locker Room Option #2
Construction Estimate Total			\$5,532,616			\$3,657,840	\$1,189,934	\$59,150	\$77,884	\$547,808	\$84,769
\$/SF			\$298.35								
Target Budget			Over / (Under)								
Construction Budget Target			\$4,700,000	\$832,616							
Includes \$300,000 additional funds for roofing											
Previous Budget			Over / (Under)								
Total Project Budget			\$5,100,000	\$966,651							
\$/SF			\$275.02								



PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 01	General Requirements	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 10 00	SUMMARY	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 23 00	ALTERNATES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 25 00	SUBSTITUTION PROCEDURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 26 00	CONTRACT MODIFICATION PROCEDURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 29 00	PAYMENT PROCEDURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 31 00	PROJECT MANAGEMENT AND COORDINATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 32 33	PHOTOGRAPHIC DOCUMENTATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 33 00	SUBMITTAL PROCEDURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 35 16	ALTERATION PROJECT PROCEDURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 40 00	QUALITY REQUIREMENTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 42 00	REFERENCES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 43 39	MOCKUPS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 50 00	TEMPORARY FACILITIES AND CONTROLS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 60 00	PRODUCT REQUIREMENTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 73 00	EXECUTION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 77 00	CLOSEOUT PROCEDURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 78 23	OPERATION AND MAINTENANCE DATA	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 78 39	PROJECT RECORD DOCUMENTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
01 79 00	DEMONSTRATION AND TRAINING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 02	Existing Conditions/Site	20-Oct-21	20-Oct-21	20-Oct-21	NONE
02 41 19	SELECTIVE DEMOLITION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 04	Masonry	20-Oct-21	20-Oct-21	20-Oct-21	NONE
04 20 00	UNIT MASONRY	20-Oct-21	20-Oct-21	20-Oct-21	NONE
04 22 00	CONCRETE UNIT MASONRY	20-Oct-21	20-Oct-21	20-Oct-21	NONE
04 72 00	CAST STONE MASONRY	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 05	Metals	20-Oct-21	20-Oct-21	20-Oct-21	NONE
05 40 00	COLD-FORMED METAL FRAMING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
05 50 00	METAL FABRICATIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
05 52 13	PIPE AND TUBE RAILINGS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 06	Wood, Plastics, and Composites	20-Oct-21	20-Oct-21	20-Oct-21	NONE
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	20-Oct-21	20-Oct-21	20-Oct-21	NONE
06 16 00	SHEATHING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	20-Oct-21	20-Oct-21	20-Oct-21	NONE
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 07	Thermal and Moisture Protection	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 01 50.19	PREPARATION FOR REROOFING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 11 13	BITUMINOUS DAMPPROOFING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 13 26	SELF-ADHERING SHEET WATERPROOFING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 19 00	WATER REPELLENTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 21 00	THERMAL INSULATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 25 00	WEATHER BARRIERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 26 00	VAPOR RETARDERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 41 13.16	STANDING-SEAM METAL ROOF PANELS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 42 13.23	METAL COMPOSITE MATERIAL WALL PANELS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 42 93	SOFFIT PANELS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 54 19	POLYVINYL-CHLORIDE (PVC) ROOFING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 62 00	SHEET METAL FLASHING AND TRIM	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 71 00	ROOF SPECIALTIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 72 00	ROOF ACCESSORIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 84 13	PENETRATION FIRESTOPPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE



Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
07 95 13.13	INTERIOR EXPANSION JOINT COVER ASSEMBLIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
07 95 13.16	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 08	Openings	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 11 13	HOLLOW METAL DOORS AND FRAMES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 12 13	HOLLOW METAL FRAMES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 12 16	ALUMINUM FRAMES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 14 16	FLUSH WOOD DOORS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 31 13	ACCESS DOORS AND FRAMES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 51 13	ALUMINUM WINDOWS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 71 00	DOOR HARDWARE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 80 00	GLAZING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 88 53	SECURITY GLAZING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
08 91 19	FIXED LOUVERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 09	Finishes	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 22 16	NON-STRUCTURAL METAL FRAMING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 24 00	CEMENT PLASTERING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 29 00	GYPSON BOARD	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 30 13	CERAMIC TILING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 51 23	ACOUSTICAL TILE CEILINGS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 65 13	RESILIENT BASE AND ACCESSORIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 65 19	RESILIENT TILE FLOORING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 65 66	RESILIENT ATHLETIC FLOORING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 68 13	TILE CARPETING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 77 13	STRETCHED-FABRIC WALL SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 91 13	EXTERIOR PAINTING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 91 23	INTERIOR PAINTING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
09 96 53	ELASTOMERIC COATINGS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 10	Specialties	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 14 16	PLAQUES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 14 19	DIMENSIONAL LETTER SIGNAGE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 14 23	PANEL SIGNAGE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 14 23.16	ROOM-IDENTIFICATION PANEL SIGNAGE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 21 13.17	PHENOLIC-CORE TOILET COMPARTMENTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 22 13	WIRE MESH PARTITIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 22 39	FOLDING PANEL PARTITIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 44 13	FIRE PROTECTION CABINETS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 44 16	FIRE EXTINGUISHERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 51 13	METAL LOCKERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
10 75 16	GROUND-SET FLAGPOLES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 11	Equipment	20-Oct-21	20-Oct-21	20-Oct-21	NONE
11 30 13	RESIDENTIAL APPLIANCES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
11 52 13	PROJECTION SCREENS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 12	Furnishings	20-Oct-21	20-Oct-21	20-Oct-21	NONE
12 21 13	HORIZONTAL LOUVER BLINDS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
12 24 13	ROLLER WINDOW SHADES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
12 36 61.16	SOLID SURFACING COUNTERTOPS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
12 36 61.19	QUARTZ AGGLOMERATE COUNTERTOPS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
12 48 16	ENTRANCE FLOOR GRILLES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 21	Fire Suppression	20-Oct-21	20-Oct-21	20-Oct-21	NONE
21 00 00	GENERAL REQUIREMENTS FOR FIRE SUPPRESSION	20-Oct-21	20-Oct-21	20-Oct-21	NONE



Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
21 05 29	FIRE PROTECTION HANGERS AND SUPPORTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
21 05 53	FIRE PROTECTION PIPING AND EQUIPMENT IDENTIFICATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
21 08 00	FIRE PROTECTION CX	20-Oct-21	20-Oct-21	20-Oct-21	NONE
21 10 00	WATER BASED FIRE SUPPRESSION SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 22	Plumbing	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 00 00	GENERAL REQUIREMENTS FOR PLUMBING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 05 23	GENERAL DUTY VALVES FOR PLUMBING PIPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 05 53	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 07 00	PLUMBING INSULATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 11 16	DOMESTIC WATER PIPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 13 16	SANITARY WASTE PIPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 13 19	SANITARY WASTE PIPING SPECIALTIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 32 00	DOMESTIC WATER FILTRATION EQUIPMENT	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 33 00	ELECTRIC, DOMESTIC-WATER HEATERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
22 40 00	PLUMBING FIXTURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 23	Heating, Ventilating, and Air Conditioning	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 05 00	COMMON WORK RESULTS IN HVAC	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 05 13	MOTORS AND MOTOR CONTROLLERS VARIABLE FREQUENCY DRIVE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 05 29	HANGERS AND SUPPORTS FOR HVAC EQUIPMENT	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 05 53	IDENTIFICATION OF HVAC PIPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 05 93	TESTING & BALANCING OF HVAC	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 07 13	HVAC INSULATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 31 00	SHEET METAL DUCT WORK	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 33 00	AIR DUCT ACCESSORIES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 34 19	HVAC POWER VENTILATORS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 37 13	DIFFUSERS, REGISTERS & GRILLES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 74 13	PACKAGED ROOFTOP AIR CONDITIONING UNITS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
23 81 33	UNITARY SPLIT-SYSTEM AIR-CONDITIONERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 26	Electrical	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 05 23	CONTROL-VOLTAGE ELECTRICAL POWER CABLES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 09 23	LIGHTING CONTROL DEVICES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 11 00	FIRE STOPPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 22 00	LOW-VOLTAGE TRANSFORMERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 24 16	PANELBOARDS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 27 26	WIRING DEVICES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 28 13	FUSES	20-Oct-21	20-Oct-21	20-Oct-21	NONE



ENUMERATION OF DOCUMENTS

City of Friendswood Public Safety Building

100% CD's - GMP

12/15/2021

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 29 13	ENCLOSED CONTROLLERS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 43 13	SURGE PROTECTIVE DEVICE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
26 51 00	INTERIOR LIGHTING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 27	Communications	20-Oct-21	20-Oct-21	20-Oct-21	NONE
	COMMON WORK RESULTS FOR				
27 05 00	COMMUNICATIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 05 26	GROUNDING AND BONDING FOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 05 28	COMMUNICATIONS SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 05 29	PATHWAYS FOR COMMUNICATIONS SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 05 36	HANGERS AND SUPPORTS FOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 05 44	COMMUNICATIONS SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 05 53	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 11 16	SLEEVES AND SLEEVE SEALS FOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 13 23	COMMUNICATIONS PATHWAYS AND CABLING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	IDENTIFICATION FOR COMMUNICATIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	SYSTEMS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	COMMUNICATIONS RACKS, FRAMES, AND	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	ENCLOSURES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	COMMUNICATIONS OPTICAL FIBER BACKBONE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	CABLING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	COMMUNICATIONS COPPER HORIZONTAL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
27 15 13	CABLING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 31	Earthwork	20-Oct-21	20-Oct-21	20-Oct-21	NONE
31 20 00	EARTH MOVING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
31 23 00	EXCAVATION AND FILL FOR BUILDINGS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
31 23 19	DEWATERING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
31 50 00	EXCAVATION SUPPORT AND PROTECTION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 32	Exterior Improvements	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 01 90	LAND MAINT	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 13 13	CONCRETE PAVING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 13 73	CONCRETE PAVING JOINT SEALANTS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 80 00	IRRIGATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 91 19	LAND GRADING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 91 50	TOPSOIL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 92 00	TURFS + GRASSES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 93 50	PLANTING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 94 00	PLANTING MIX	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 94 50	GENERAL USE COMPOST	20-Oct-21	20-Oct-21	20-Oct-21	NONE
32 95 00	TREE PRESERVATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
Division 33	Utilities	20-Oct-21	20-Oct-21	20-Oct-21	NONE
33 41 00	STORM UTILITY DRAINAGE PIPING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
DRAWINGS					
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
G0.00	COVER SHEET	20-Oct-21	20-Oct-21	20-Oct-21	NONE
G0.01	SHEET INDEX	20-Oct-21	20-Oct-21	20-Oct-21	NONE
G0.02	GENERAL PROJECT INFORMATION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
G0.03	BUILDING CODE ANALYSIS	20-Oct-21	20-Oct-21	20-Oct-21	1
G0.04	EGRESS PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
G0.11	ADA STANDARDS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
G0.12	ADA STANDARDS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C0.00	CIVIL COVER SHEET	3-Apr-19	3-Apr-19	3-Apr-19	NONE
C1.00	TOPOGRAPHIC SURVEY	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C1.50	GENERAL CONSTRUCTION NOTES	20-Oct-21	20-Oct-21	20-Oct-21	NONE



Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
C1.51	GENERAL CONSTRUCTION NOTES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C2.00	DEMOLITION PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C2.10	SITE PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C3.00	GRADING PLAN	20-Oct-21	20-Oct-21	20-Oct-21	1
C3.10	DRAINAGE AREA MAP PROPOSED CONDITION	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C4.00	UTILITY PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C5.00	SWPPP PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C7.00	SITE & UTILITY DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	1
C8.00	PAVING STANDARD DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C8.01	STORM SEWER STANDARD DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C8.02	SWPP STANDSARD DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C8.10	STANDARD DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
C8.11	STANDARD DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
L-100	IRRIGATION PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
L-201	IRRIGATION DETAIL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
L-202	IRRIGATION DETAIL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
L-300	PLANT PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
L-400	PLANT DETAIL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
D2.10	OVERALL DEMOLITION FLOOR PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
D2.11	DEMOLITION PARTIAL FLOOR PLAN - NORTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
D2.12	DEMOLITION PARTIAL FLOOR PLAN -SOUTHEAST & WEST SECTORS	20-Oct-21	20-Oct-21	20-Oct-21	1
D3.10	OVERALL DEMOLITION REFLECTED CEILING PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
D3.11	DEMOLITION PARTIAL REFLECTED CEILING PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A0.10	PARTITION TYPES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A0.11	PARTITION TYPES	20-Oct-21	20-Oct-21	20-Oct-21	1
A0.20	MATERIALS/ FINISH LEGEND & SCHEDULE	20-Oct-21	20-Oct-21	20-Oct-21	1
A0.30	DOOR SCHEDULE & DOOR TYPES	20-Oct-21	20-Oct-21	20-Oct-21	1
A0.35	DOOR DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A0.40	WINDOW TYPES & DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A0.50	SIGNAGE TYPES	20-Oct-21	20-Oct-21	20-Oct-21	1
A1.01	OVERALL SITE PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A1.10	ENLARGED SITE PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A2.10	OVERALL FLOOR PLAN	20-Oct-21	20-Oct-21	20-Oct-21	1
A2.11	PARTIAL FLOOR PLAN -NORTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	1
A2.12	PARTIAL FLOOR PLAN -SOUTHEAST & WEST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	1
A2.30	OVERALL ROOF PLAN	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A3.10	OVERALL REFLECTED CEILING PLAN	20-Oct-21	20-Oct-21	20-Oct-21	1
A3.11	PARTIAL REFLECTED CEILING PLAN -NORTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	1
A3.12	PARTIAL REFLECTED CEILING PLAN -SOUTHEAST & WEST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A4.01	ENLARGED FLOOR PLAN -LOCKER ROOMS & RESTROOMS	20-Oct-21	20-Oct-21	20-Oct-21	1
A4.50	ENLARGED REFLECTED CEILING PLAN	20-Oct-21	20-Oct-21	20-Oct-21	1
A5.01	PLAN DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A5.11	CEILING DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A6.01	EXTERIOR BUILDING ELEVATIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A6.02	EXTERIOR BUILDING ELEVATIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A7.01	BUILDING SECTIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A7.50	WALL SECTIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A7.51	WALL SECTIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A7.70	WALL SECTION DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE



ENUMERATION OF DOCUMENTS

City of Friendswood Public Safety Building

100% CD's - GMP

12/15/2021

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
A7.71	WALL SECTION DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
A8.01	INTERIOR ELEVATIONS -RESTROOMS	20-Oct-21	20-Oct-21	20-Oct-21	1
A8.02	INTERIOR ELEVATIONS	20-Oct-21	20-Oct-21	20-Oct-21	1
A8.03	INTERIOR ELEVATIONS -REPORT WRITING	20-Oct-21	20-Oct-21	20-Oct-21	1
A8.50	INTERIOR DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	1
A8.51	INTERIOR DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S0.01	GENERAL NOTES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S0.02	GENERAL NOTES	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S0.03	SYMBOLS AND NOTATIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.10	FOUNDATION FLOOR PLAN -OVERALL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.11	FOUNDATION FLOOR PLAN -NORTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.12	FOUNDATION FLOOR PLAN -SOUTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.30	ROOF FRAMING PLAN -OVERALL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.31	ROOF FRAMING PLAN -NORTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.32	ROOF FRAMING PLAN -SOUTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.33	HIGH ROOF FRAMING PLAN -OVERALL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.34	HIGH ROOF FRAMING PLAN -NORTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S1.35	HIGH ROOF FRAMING PLAN -SOUTHEAST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S3.01	FOUNDATION TYPICAL DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S3.02	FOUNDATION TYPICAL DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S3.03	FOUNDATION TYPICAL DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S3.04	FOUNDATION TYPICAL DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S3.10	FOUNDATION DETAIL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S4.01	FRAMING TYPICAL DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S4.02	FRAMING TYPICAL DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S4.03	FRAMING TYPICAL DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S4.10	FRAMING DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S4.11	FRAMING DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S6.01	BRACE NOTES AND DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S6.02	BRACE NOTES AND DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
S6.10	BRACE ELEVATIONS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
MEP2-01	OVERALL ROOF PLAN -MEP	20-Oct-21	20-Oct-21	20-Oct-21	1
M0.01	NOTES AND LEGEND	20-Oct-21	20-Oct-21	20-Oct-21	NONE
M0.02	SCHEDULES	20-Oct-21	20-Oct-21	20-Oct-21	1
M1.01	DEMOLITION FLOOR PLAN – HVAC	20-Oct-21	20-Oct-21	20-Oct-21	1
M2.01	PROPOSED PARTIAL FLOOR PLAN -NORTHEAST SECTOR -HVAC	20-Oct-21	20-Oct-21	20-Oct-21	1
M2.02	PROPOSED PARTIAL FLOOR PLAN -SOUTHEAST AND WEST SECTOR -HVAC	20-Oct-21	20-Oct-21	20-Oct-21	1
M3.01	DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E0.01	NOTES AND LEGEND	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E0.02	NOTES AND LEGEND	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E0.03	LUMINAIRE SCHEDULE	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E0.11	ONE LINE DIAGRAM	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E0.12	PANEL SCHEDULES	20-Oct-21	20-Oct-21	20-Oct-21	1
E1.01	DEMOLITION PARTIAL FLOOR PLAN - NORTHEAST SECTOR – ELECTRICAL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E1.02	DEMOLITION PARTIAL FLOOR PLAN -SOUTHEAST & WEST SECTOR– ELECTRICAL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E2.00	SITEPLAN -ELECTRICAL	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E2.01	PROPOSED PARTIAL FLOOR PLAN -NORTHEAST SECTOR – POWER	20-Oct-21	20-Oct-21	20-Oct-21	1



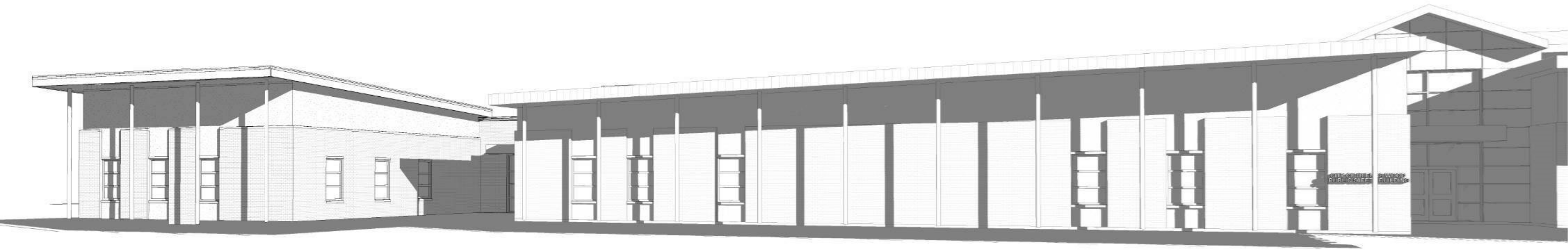
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
E2.02	PROPOSED PARTIAL FLOOR PLAN –SOUTHEAST AND WEST SECTOR – POWER	20-Oct-21	20-Oct-21	20-Oct-21	1
E3.01	PROPOSED PARTIAL FLOOR PLAN -NORTHEAST SECTOR – LIGHTING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E3.02	PROPOSED PARTIAL FLOOR PLAN –SOUTHEAST AND WEST SECTOR – LIGHTING	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E4.01	PROPOSED PARTIAL FLOOR PLAN -NORTHEAST SECTOR – FIRE ALARM	20-Oct-21	20-Oct-21	20-Oct-21	1
E4.02	PROPOSED PARTIAL FLOOR PLAN –SOUTHEAST AND WEST SECTOR – FIRE ALARM	20-Oct-21	20-Oct-21	20-Oct-21	NONE
E5.01	DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
FP1.01	FIRE PROTECTION PLAN	19-Oct-21	19-Oct-21	19-Oct-21	NONE
P0.01	SCHEDULES, NOTES, AND LEGEND	20-Oct-21	20-Oct-21	20-Oct-21	1
P1.01	SCHEDULES, NOTES AND LEGEND	20-Oct-21	20-Oct-21	20-Oct-21	NONE
P2.01	PROPOSED PARTIAL FLOOR PLAN -NORTHEAST SECTOR -SANITARY	20-Oct-21	20-Oct-21	20-Oct-21	1
P2.02	PROPOSED PARTIAL FLOOR PLAN -WEST SECTOR	20-Oct-21	20-Oct-21	20-Oct-21	NONE
P3.01	PROPOSED PARTIAL FLOOR PLAN -NORTHEAST SECTOR -DOMESTIC	20-Oct-21	20-Oct-21	20-Oct-21	NONE
P4.01	DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
P5.01	RISER DIAGRAM	20-Oct-21	20-Oct-21	20-Oct-21	1
T1.01	SYMBOLS, NOTES, AND LEGENDS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
T2.01	PROPOSED PARTIAL FLOOR PLAN -NORTHEAST SECTOR -TECHNOLOGY	20-Oct-21	20-Oct-21	20-Oct-21	NONE
T2.02	PROPOSED PARTIAL FLOOR PLAN -SOUTHEAST AND WEST SECTOR -TECHNOLOGY	20-Oct-21	20-Oct-21	20-Oct-21	1
T3.01	DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE
T3.02	DETAILS	20-Oct-21	20-Oct-21	20-Oct-21	NONE

ADDENDUMS

Addendums	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
ADD.01	DRAWINGS				
G0.03	BUILDING CODE ANALYSIS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
C3.00	GRADING PLAN	18-Nov-21	18-Nov-21	18-Nov-21	NONE
C7.00	SITE & UTILITY DETAILS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
D2.12	DEMOLITION PARTIAL FLOOR PLAN – SOUTHEAST & WEST SECTORS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A0.11	PARTITION TYPES	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A0-20	MATERIALS/FINISH LEGEND & SCHEDULE	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A0.30	DOOR TYPES & SCHEDULE	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A0.50	SIGNAGE TYPES	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A2.10	OVERALL FLOOR PLAN	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A2.11	PARTIAL FLOOR PLAN – NORTHEAST SECTOR	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A2.12	PARTIAL FLOOR PLAN – SOUTHEAST & WEST SECTOR	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A3.10	OVERALL REFLECTED CEILING PLAN	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A3.11	PARTIAL REFLECTED CEILING PLAN – NORTHEAST SECTOR	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A4.01	ENLARGED FLOOR PLAN – LOCKER ROOMS & RESTROOMS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A4.50	ENLARGED REFLECTED CEILING PLAN	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A8.01	INTERIOR ELEVATIONS – RESTROOMS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A8.02	INTERIOR ELEVATIONS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A8.03	INTERIOR ELEVATIONS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
A8.50	INTERIOR DETAILS	18-Nov-21	18-Nov-21	18-Nov-21	NONE
MEP1.01	OVERALL ROOF PLAN – MEP	18-Nov-21	18-Nov-21	18-Nov-21	NONE



Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
M0.02	SCHEDULES	18-Nov-21	18-Nov-21	18-Nov-21	NONE
M1.01	DEMOLITION FLOOR PLAN – HVAC	18-Nov-21	18-Nov-21	18-Nov-21	NONE
M2.01	PROPOSED PARTIAL FLOOR PLAN – NORTHEAST SECTOR – HVAC	18-Nov-21	18-Nov-21	18-Nov-21	NONE
M2.02	PROPOSED PARTIAL FLOOR PLAN – SOUTHEAST & WEST SECTOR – HVAC	18-Nov-21	18-Nov-21	18-Nov-21	NONE
E0.12	PANEL SCHEDULES	18-Nov-21	18-Nov-21	18-Nov-21	NONE
E2.01	PROPOSED PARTIAL FLOOR PLAN - NORTHEAST SECTOR – POWER	18-Nov-21	18-Nov-21	18-Nov-21	NONE



Public Safety Building Expansion & Renovation

Items in Contract

Base Bid - Expansion of PSB	\$3,657,840
Build Out #2 – Renovations	\$1,189,934
Build Out #3 – Emergency Operations Center Renovation	\$59,150
Build Out #4 – Courts Restrooms and Secure Connector	\$77,884
Build Out #5 – Roof Replacement	\$547,808
Final GMP	\$5,532,616

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: January 10, 2022

Date submitted: 12/09/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action authorizing the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General and Special Elections to be held on May 7, 2022.

Originating Department: City Secretary

Degree of importance: Extremely high, this contract is necessary to ensure that the City has the equipment, staff and resources necessary to conduct its elections.

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute an Election Services Contract with Galveston County for the City's General and Special Elections to be held on May 7, 2022.

The General Election will be for the purpose of electing Councilmembers for Position Nos. 4 and 6, and the Special Election will be for the purpose of voting for or against proposed charter amendments. The terms of the contract include the following:

The County will be responsible for:

- the voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- the polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for:

- furnishing the County with a list of race titles in four languages (English and Spanish);
- furnishing the County with a list of candidates' names and ballot positions;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election related documents; and
- canvassing election results.

Based on prior years, the City is estimating the cost of the election to be in an amount not to exceed \$60,000; however, the final determination will be decided once the election is completed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Local elections in compliance with state law.

RECOMMENDATIONS

Staff recommends approval.

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: January 10, 2022

Date submitted: 12/09/2021

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss and take possible action authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County, Texas, for the City's General and Special Elections to be held on May 7, 2022.

Originating Department: City Secretary

Degree of importance: Highly Important.

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's General and Special Elections to be held on May 7, 2022, under terms and conditions deemed acceptable to the City Manager and the City Attorney.

The General Election will be for the purpose of electing Councilmembers for Position Nos. 4 and 6, and the Special Election will be for the purpose of voting for or against proposed charter amendments.

In the past, the County was responsible for the following under the agreement:

- the voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- the polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the compensation for the election workers, which will be reimbursed, in part, by the City.

Also in the past, the City was responsible for the following under the agreement:

- furnishing the County with a list of race titles in four languages (English, Spanish, Vietnamese & Chinese - traditional);
- furnishing the County with a list of candidates' names and ballot positions;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election related documents; and
- canvassing election results.

The City will pay a pro-rata share of the total costs of the Joint Election, of which the final determination will be decided once the election is completed. However, the City anticipates that the cost of the election will not exceed \$50,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To ensure that City elections are conducted in accordance with all applicable laws.

RECOMMENDATIONS

Staff recommends approval.

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: January 10, 2022

Date submitted: 12/06/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on the second and final reading of an ordinance regarding the street name change of Friendswood Lakes Boulevard to Friendswood Parkway, to include the existing thoroughfare from FM 528/West Parkwood Avenue to the League City and Friendswood city limit and the future thoroughfare planned from FM 528/West Parkwood Avenue to the Pearland and Friendswood city limit.

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The current name of Friendswood Lakes Boulevard was assigned by the developer of the Friendswood Lakes Subdivision. Now that this boulevard is going to serve all of Friendswood and eventually connect to League City Parkway (also known as 96/Brittany Lakes Blvd) and Pearland Parkway, it only seems fitting to rename the boulevard to Friendswood Parkway. Additionally, it would be beneficial to make the change now before any more addresses are assigned. There are currently three businesses located and addressed to Friendswood Lakes Boulevard - The Goddard School, Bushi Ban and Mathnasium of Friendswood. Staff personally visited the three business owners to inform them of the street name change and explained that the change would be effective December 31, 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Renaming the roadway now before any more addresses for businesses or other purposes are assigned would be beneficial.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Ord 2021-XX Friendswood Parkway Street Name Change 2 Readings
2. Exhibit A Friendswood Parkway

ORDINANCE NO. 2021-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, PROVIDING FOR THE STREET NAME CHANGE OF FRIENDSWOOD LAKES BOULEVARD TO FRIENDSWOOD PARKWAY, TO INCLUDE THE EXISTING THOROUGHFARE FROM FM 528/WEST PARKWOOD AVENUE TO THE LEAGUE CITY AND FRIENDSWOOD CITY LIMIT AND THE FUTURE THOROUGHFARE PLANNED FROM FM 528/WEST PARKWOOD AVENUE TO THE PEARLAND AND FRIENDSWOOD CITY LIMIT PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

* * * * *

WHEREAS, it is the intent of City Council to protect the public health, safety and welfare of the citizens of Friendswood; and

WHEREAS, municipalities may, under their police powers, enact reasonable regulations to promote the health, safety and welfare of citizens; and

WHEREAS, the City of Friendswood is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality; and

WHEREAS, Texas Local Government Code Section 51.001(2) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is necessary or proper for the carrying out of a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, Texas Transportation Code Section 311.001(a) states that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, it is in the public interest to change the name of a public street as set forth herein; and

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

Section 1. That the name of Friendswood Lakes Boulevard is hereby changed to Friendswood Parkway along the entire length of the existing thoroughfare and the future planned thoroughfare from city limit to city limit, as shown in Exhibit A, attached hereto.

Section 2. That the purpose of the street name change is to ensure public safety.

Section 3. That the City Manager is hereby ordered and directed to cause the installation of proper street signs and City of Friendswood maps to be amended to reflect the above-described street name change.

Section 4. That if any provision or section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

Section 5. That this ordinance shall take effect immediately upon final passage.

PASSED AND APPROVED this 6th day of DECEMBER, 2021.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

PASSED AND APPROVED this 10th day of JANUARY, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

Exhibit A
Street Name Change
Friendswood Parkway

FIGURE 7
CITY OF FRIENDSWOOD
Major Thoroughfare Plan



Updated: March 5, 2018
April 19, 2004 (R2004-07)
July 2, 2001 (R2001-31)
July 20, 1998 (R 1998-23)

Legend

- Major - Sufficient Width
- Major - To Be Acquired
- Boulevard - Sufficient Width
- Boulevard - To Be Acquired
- Boulevard - To Be Widened
- Collector - Sufficient Width
- Collector - To Be Acquired
- Collector - To Be Widened
- Downtown District Boundary

STREET NAME	STREET TYPE	STREET CLASS	STREET STATUS	STREET LENGTH	STREET WIDTH	STREET NOTES
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	

Friendswood
Parkway - city limit
to city limit

STREET NAME	STREET TYPE	STREET CLASS	STREET STATUS	STREET LENGTH	STREET WIDTH	STREET NOTES
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	
ALBANY	STREET	MAJOR	ACQUIRED	0.15	40	

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: January 10, 2022

Date submitted: 12/06/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding the first and final reading of a proposed ordinance amending City of Friendswood, Texas, Ordinance No. 2021-22, passed and approved September 13, 2021, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment IV" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022"; 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 eleventh set for fiscal year 2021-2022.

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 IV 2021–2022.

ATTACHMENTS

1. 2022 01 10 Proposed Ordinance - FY 22 BA IV_formatted
2. FY22 BA IV Exhibit A 01-10-2022
3. FY22 BA IV Exhibit B 01-10-2022

(Title: An Ordinance adopting Budget Amendment IV to the Original General Budget of the City for Fiscal Year 2021-2022 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. 2022-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022 BY APPROVING "BUDGET AMENDMENT IV" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2021-2022"; 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. 2021-22, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2021-2022"; 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 2021-2022.

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 2021-2022,” is hereby amended for municipal purposes as shown on “Budget Amendment IV” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2021-2022” attached hereto. Said Budget Amendment IV shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of 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 10th day of JANUARY, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment IV
January 10, 2022**

1. **Prior Year Encumbrance, \$99,904.** Appropriate/reverse funds for purchase orders issued in fiscal year 2020-21 and outstanding at fiscal year-end, September 30, 2021. Goods and services for these purchase orders will be received and expensed in fiscal year 2022.
2. **PEG Channel – Auxiliary Recording System for Council Chamber, \$9,458.** Appropriate PEG Channel funds for an auxiliary recording system for Council Chamber. The funding source will be restricted general fund balance reserves from PEG Channel revenue.
3. **Police Department Vehicle Insurance Reimbursement, \$2,621.** Appropriate insurance reimbursements received from TML-IRP. Funding will be appropriated to the Police Department Criminal Investigation division vehicle maintenance account for repairs made to unit P324.
4. **Police Investigation Fund, \$2,500.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account for continued operations. Funds will be allocated from the PIF State Fund restricted fund balance.
5. **Park Land Dedication Fund – Stevenson Park Walking Trail, \$45,931.** Appropriate funds to repair and improve the Stevenson Park walking trail. The concrete curb has constantly deteriorated over the years and the crushed granite continues to wash out after each rain event. The construction of a new, all-weather rubber trail system will increase the level of service by making the Walking Trail accessible even after a rain event. This supplemental funding from the Park Land Dedication Fund will be combined with funding appropriated from the General Fund to complete the project.

[illegible]

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: January 10, 2022

Date submitted: 12/13/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the City Manager's acceptance of Avalon at Friendswood Section 1 public paving and utilities improvement 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 Avalon at Friendswood Section 1 has been completed. This infrastructure will serve 50 new lots in the Avalon at Friendswood 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, Hurtado Construction Company, to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the acceptance of the Avalon at Friendswood, section 1 Paving and Utilities improvements project into the contractor's one-year maintenance period.

ATTACHMENTS

1. Avalon Section 1 Certificate of Substantial Completion
2. Avalon Section 1 Maintenance Bond
3. City Manager Email

December 10, 2021

Mr. Jil Arias, PE, CFM
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546

Re: Construction Substantial Completion for Avalon at Friendswood Section 1
Located in Friendswood, Galveston County
LJA Job No. 0074-0410B & 0074-0410C (11.1)

Dear Mr. Arias:

This letter serves as formal notification the above references project has reached substantial completion status. The following items have been achieved as of December 9, 2021.

- All streets, curbs, and gutters to serve the lots are substantially complete.
- All water, sewer, and drainage facilities needed to serve this section are substantially complete.
- The lien release is forth coming following the final payment.

Please review the items listed above and let me know if you require any additional information. If you have any questions or comments, feel free to contact me at 713.953.5289 or by email at Rbooth@lja.com.

Sincerely,



Robert T. Booth
Project Manager

RTB/dl

Attachment(s)



1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

Memorandum

To: Mr. Robert L. Skinner, Taylor Morrison of Texas

From: Robert T. Booth, PE *RTB.*

Date: December 10, 2021

Re: Engineer Certificate of Substantial Completion
Construction of the Water, Sanitary Sewer, and Drainage Facilities
And Paving and Appurtenances
To Serve Avalon at Friendswood Section One
City of Friendswood, Galveston County, Texas
Job No. 0074-0410B & 0074-0410C (14.1)

Enclosed please find your copy of the Engineer's Certificate of Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.953.5289

RTB/vr

Enclosure

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Construction of the Water, Sanitary Sewer, and Drainage Facilities and Paving and Appurtenances to Serve Avalon at Friendswood Section One

Owner of Project: Taylor Morrison of Texas

Address of Owner: 2929 Briarpark Drive, Suite 400, Houston, Texas 77042

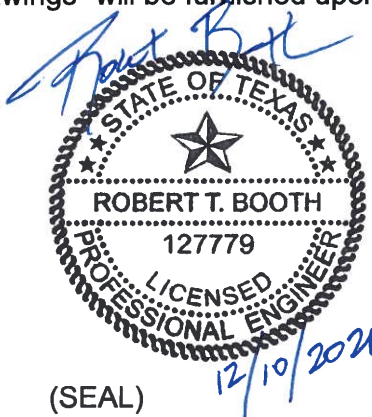
Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, Sanitary Sewer, and Drainage Facilities; LJA Job No. 0074-0410B & 0074-0410C, Hurtado Construction Company

Consulting Engineer LJA Engineering, Inc.

1904 W Grand Parkway N, Suite 100 Katy, Texas 77449

LJA Project Number: 0074-0410B & 0074-0410C (14.1)

Based on the testing Robert T. Booth, periodic observations during construction and the results from the final inspection on December 9, 2021, I certify to the best of my knowledge and belief that the facilities constructed as of the date of this document are substantially complete and can be utilized for their intended purpose. A final Engineer's Certificate of Completion and "Record Drawings" will be furnished upon final completion of this project.



Robert Booth
(Signature)

Robert T. Booth, PE, Project Manager 12/10/2021
(Type Name, Title and Date Signed)

Bond No.

KNOW ALL MEN BY THESE PRESENTS, That we, Hurtado Construction Company

(hereinafter called the Principal), and Liberty Mutual Fire Insurance Company
(hereinafter called the Surety), are held and firmly bound unto Taylor Morrison of Texas
(hereinafter called the Obligee),
in the full and just sum of Four Million One Hundred Thirty-nine Thousand Nine Hundred Sixty Dollars And Forty-six Cents (\$4,139,960.46) Dollars, lawful money of the United States,
for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated

_____, for Construction of the water, sanitary sewer, and drainage facilities & paving
and appurtenances to serve Avalon at Friendswood Section One, City of Friendswood, Galveston County, Texas. LJA
 Job No. 0074-0410B & 0074-0410C

which contract has been or is about to be completed and accepted. AND WHEREAS, as a condition of acceptance obligee requires that, Hurtado Construction Company

should guarantee _____ for a period of
one _____ year(s), then this obligation shall be null and void; otherwise to remain in full force and
effect.

Signed, sealed and delivered December 3, 2021

Witness as to

Principal

Hurtado Construction Company

BY:

Liberty Mutual Fire Insurance Company

Carlos A. Albelo, Attorney-in-Fact



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: **8204783 - 022026**

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 Carlos A. Albelo; David Stephen Wightman; Stephanie Gunderson

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 29th day of January, 2021.



Liberty Mutual Fire Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

Attest:

Lisa Love
Lisa Love

State of PENNSYLVANIA ss
County of MONTGOMERY

The foregoing instrument was acknowledged before me this 29th day of January, 2021 by David M. Carey, an authorized representative of Liberty Mutual Fire 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
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, affixed, this 3rd day of December, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.



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 tiene 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.

Jil Arias

From: Morad Kabiri
Sent: Monday, December 13, 2021 2:57 PM
To: Jil Arias; Steven Rhea; Aubrey Harbin; Becky Bennett
Cc: Heather R. Van Dine; Samantha Haritos; Rene Ibarra; Steve Vavrecka; Glenda C. Faulkner
Subject: RE: Avalon Infrastructure and Lift Station Update

Thank you for the update, Jil.

Aubrey/Becky - Provided the separate instruments for the temporary turnarounds have been recorded, I am fine with the plat being recorded.

Glenda – Could you revise the language on the January 10th draft agenda to ratify my approval of the public improvements into the contractor's one-year maintenance period?



Morad Kabiri, PE, AICP
City Manager
mkabiri@friendswood.com
281-996-3250
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546



www.friendswood.com

This e-mail message may contain information, which is legally privileged. The information is intended only for the use of the recipient(s) named above. Any disclosure, copying, distribution, use, or action in reliance upon the contents of this transmitted information by anyone other than the intended recipient(s) is strictly prohibited. If you have received this transmission in error, please notify me immediately by replying to this message or by telephone at [\(281\) 996-3250](tel:2819963250).

From: Jil Arias <jarias@friendswood.com>
Sent: Monday, December 13, 2021 2:40 PM
To: Morad Kabiri <MKABIRI@friendswood.com>; Steven Rhea <srhea@friendswood.com>; Aubrey Harbin <aharbin@friendswood.com>; Becky Bennett <bbennett@friendswood.com>
Cc: Heather R. Van Dine <hvandine@friendswood.com>; Samantha Haritos <sharitos@friendswood.com>; Rene Ibarra <ribarra@friendswood.com>; Steve Vavrecka <svavrecka@friendswood.com>
Subject: Avalon Infrastructure and Lift Station Update

Good afternoon all,

City staff has performed the walkthrough for the Avalon Section 1 Subdivision infrastructure and lift station.

At this time, the outstanding items are as follows:

- Lien releases forthcoming (delivered upon Taylor Morrisons' final payment to contractors)
- 4x4 patch on Tanner Brook Lane to be completed (in progress)
- Gas installed to standby generator at lift station (forthcoming per CenterPoint)
- Completion of site work and fence built at lift station (dependent on gas installation)

The final plat may now be accepted and recorded.

Please let me know if you have any questions.

Thank you,

Jildardo Arias, PE, CFM

Director of Engineering

City Engineer

City of Friendswood

Office: 281.993.3411

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: January 10, 2022

Date submitted: 12/13/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the City Manager's acceptance of Avalon at Friendswood public improvements Lift Station project into the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of the lift station to serve the Avalon at Friendswood Subdivision has been completed.

City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications. The newly constructed lift station will be referenced as Lift Station #42.

There remains to be a gas line installed to the stand-by generator to serve that lift station. Construction of the gas distribution system by CenterPoint will commence after the final plat of the subdivision is recorded.

The City has received a one-year maintenance bond from the contractor, C4 Partners, LLC, to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This lift station will serve the recently completed Section 1 of the Avalon Subdivision plus all future phases.

RECOMMENDATIONS

Authorize the acceptance of Avalon at Friendswood public improvements Lift Station project into the contractor's one-year maintenance period.

ATTACHMENTS

1. Avalon Lift Station Certificate of Substantial Completion
2. Avalon Lift Station Maintenance Bond



1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

Memorandum

To: Mr. Robert L. Skinner, Taylor Morrison of Texas
From: Ashley Broughton, PE 
Date: December 13, 2021
Re: Engineer Certificate of Substantial Completion
Construction of the Lift Station
To Serve Avalon at Friendswood
City of Friendswood, Galveston County, Texas
Job No. 0074-0403 (14.1)

Enclosed please find your copy of the Engineer's Certificate of Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.380.4431.

AB/vr

Enclosure

December 13, 2021

Mr. Jil Arias, PE, CFM
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546

Re: Construction Substantial Completion for Lift Station to Serve Avalon at Friendswood
Located in Friendswood, Galveston County
LJA Job No. 0074-0403 (11.1)

Dear Mr. Arias:

This letter serves as formal notification the above references project has reached substantial completion status. The following items have been achieved as of December 9, 2021.

- All Lift Station items and appurtenances are substantially complete.
- Per discussions with the City of Friendswood, a separate inspection will occur when gas is run through the development, hooked up to the lift station, and the generator is operational. At that time, the remaining fence and sitework will be completed.
- The lien release is forth coming following the final payment.

Please review the items listed above and let me know if you require any additional information. If you have any questions or comments, feel free to contact me at 713.380.4431 or by email at Abroughton@lja.com.

Sincerely,



Ashley Broughton
Senior Project Manager

AB/dl

Attachment(s)

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Construction of the Lift Station to Serve Avalon at Friendswood

Owner of Project: Taylor Morrison of Texas

Address of Owner: 2929 Briarpark Drive, Suite 400, Houston, Texas 77042

Type of Facilities Constructed, Contract Identification and Name of Contractor: Lift Station; LJA
Job No. 0074-0403; C4 Partners, LLC.

Consulting Engineer LJA Engineering, Inc.

1904 W Grand Parkway N, Suite 100, Katy, Texas 77449

LJA Project Number: 0074-0403 (14.1)

Based on the testing Ashley Broughton, periodic observations during construction and the results from the final inspection on December 9, 2021, I certify to the best of my knowledge and belief that the facilities constructed as of the date of this document are substantially complete and can be utilized for their intended purpose. A final Engineer's Certificate of Completion and "Record Drawings" will be furnished upon final completion of this project.



(SEAL)

(Signature)

Ashley Broughton, PE, Senior Project Manager
(Type Name, Title and Date Signed)

12/13/21

MAINTENANCE BOND

Bond Number: [REDACTED]

KNOW ALL MEN BY THESE PRESENTS, that we C4 Partners, LLC

_____, as principal (the "Principal"),
and Argonaut Insurance Company, a company organized under the laws of the State of Illinois, as surety (the
"Surety"), are held and firmly bound unto Taylor Morrison of Texas

_____, as obligee (the "Obligee"),
in the penal sum of Five Hundred Ninety-Five Thousand and 00/100

Dollars (\$ 595,000.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a contract (the
"Contract") with the Obligor for Construction of the Lift Station to serve Avalon at Friendswood

which contract is by reference made a part hereof.

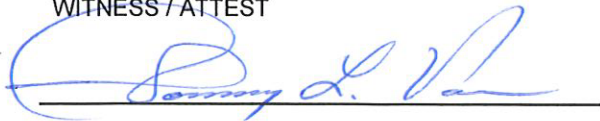
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
Obligee any defect which may develop during a period of One (1) year(s) from the date of completion and
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligor shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any
item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should
Principal improperly fail to remedy the Covered Item, then Obligor shall make a written demand upon the Surety
("Demand") within ninety (90) days of the Obligor's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above
address.
3. No suit or action may be commenced by the Obligor against the Surety after the expiration of one (1) year (or
such lesser time period as otherwise permitted by relevant law) from the date of Obligor's discovery of a Covered
Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to
sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this 15 day of DEC, 2021.

WITNESS / ATTEST



C4 Partners, LLC

(Principal)

By:  (Seal)

Name: David Conn

Title: President

ARGONAUT INSURANCE COMPANY

(Surety)

By:  (Seal)

Attorney-in-Fact

Michael Maddux

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas, Tricia Balolong

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



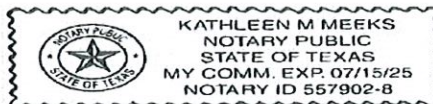
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, _____.



James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

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: January 10, 2022

Date submitted: 12/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the acceptance of the Red Ball Oxygen waterline improvements project into the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Red Ball Oxygen Company, Inc. has constructed approximately 2,300 L.F. of 10" waterline and appurtenances along the West side of Beamer Road. This waterline provides access to water in an area not currently served by the City.

City Staff have inspected the waterline and have found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, TCH Directional Drilling, to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This waterline extends available City water north from its existing terminus beside Fortiline towards the future site of Red Ball Oxygen. The City's Master Utility Plan calls for a main to eventually be completed along Beamer Road to Dixie Farm Road.

RECOMMENDATIONS

Authorize the acceptance of the Red Ball Oxygen waterline improvements project into the contractor's one-year maintenance period.

ATTACHMENTS

1. Red Ball Oxygen Maintenance Bond
2. Red Ball Oxygen Completion Letter



Liberty Mutual Insurance Company

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Alcott, Inc. dba TCH Directional Drilling

as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto

City of Friendswood

(hereinafter called the Obligee), in the penal sum of Six Hundred Fifteen Thousand Three Hundred Thirty-Dollars And Zero Cents

Dollars: \$615,330.00

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: December 28, 2021

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for

10" HDPE DR9 City of Friendswood Public Waterline

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of twelve (12) months from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Boston, MA, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Alcott, Inc. dba TCH Directional Drilling

(Principal)

By:

Dean Teneill

Liberty Mutual Insurance Company

By:

(Attorney-in-Fact) Gloria Villa



S-177

LMS-20877 01/18



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 Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205909-022090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Beverly A. Ireland, David R. Groppell, Francine Hay, Gloria Villa, Kurt A. Risk, Roxanne G. Brune, Sharen Groppell, Sharon Cavanaugh

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



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

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of December, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO 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 or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

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

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims

al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



Civil and Structural Engineers

1225 North Loop West, Suite 800 Houston, TX 77008 • www.h2bengineers.com • 713.864.2900

January 4, 2022

City of Friendswood
Public Works & Engineering Department
15355 Blackhawk Blvd.
Friendswood, Texas 77546

Re: Beamer Road Waterline – Red Ball Oxygen
COF Application Number: PLAN-2020-0036
Letter of Completion

Dear City of Friendswood Engineering Department:

H2B, Inc. has provided the civil design drawings for the new City of Friendswood public water line constructed in and along the Beamer Road Right-of-Way to serve the planned Red Ball Oxygen Development at 14200 Beamer Road in Friendswood, Texas. Based on contractor provided information, the water line construction was complete on 12/17/2021 in accordance with the approved plans and specification. A final walkthrough was performed by the City of Friendswood on 12/21/2021. The project particulars are noted below

- Project Name: **Construction Plans for Proposed 10" HDPE DR9 City of Friendswood Water Line**
- Owner of Project: **Red Ball Oxygen**
- Address of Owner: **609 N Market Street, Shreveport, LA 71107**
- Type of Facility: **10-inch Public Water Line**
- Consulting Engineer Name: **Travis E. James, PE / H2B, Inc.**
- Project Number: **PLAN-2020-0036**

If you have any questions, please contact me on my direct office line at 713-400-8045 or by email at travis.james@h2bengineers.com.

Sincerely,



1/4/2022



Travis E. James, P.E.
Civil Engineering Manager

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 10, 2022

Date submitted: 12/20/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ratification of the Mayor's signature on a contract extension with Galveston County for 2017 Road Bond Projects.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In May 2018, the City entered into an interlocal agreement with Galveston County for the Friendswood Lakes Boulevard Expansion project. Although the road has been substantially completed, Galveston County continues to work with their contractor to have punch list items completed. The County's purchasing department has requested an extension to that contract through 07/01/2022 while the punch list items are completed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the ratification of the Mayor's signature on a contract extension with Galveston County for 2017 Road Bond Projects.

ATTACHMENTS

1. Galveston County Contract Extension CM 18273



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

Wednesday, November 17th 2021

City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

**RE: City of Friendswood 2017 Road Bond Projects
Contract # CM18273**

Good Afternoon,

The resultant contract listed below is eligible for an extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM18273
- Solicitation Name: City of Friendswood 2017 Road Bond Projects
- Extension Period: 01/01/2022 – 07/01/2022

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,

Troy Whitley
Contract Administrator
Galveston County

ACCEPTED BY MIKE FOREMAN (signature)

DATE

20 DEC 2021

MAYOR, CITY OF FRIENDSWOOD
TITLE



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: January 10, 2022

Date submitted: 11/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a lease agreement between the City of Friendswood and The Harbor Church for temporary fire station operations.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

During the construction phase of Fire Station #2, a temporary station will be located at 1710 Lundy Lane, property owned by The Harbor Church. This temporary location is approximately 1/2 mile south of Station #2. Keeping a temporary station in the area will help ensure continued adequate coverage in the service area.

A temporary parking area and apparatus cover will be placed on the property to accommodate and protect first responders and equipment. A lease agreement has been established between the City and The Harbor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A temporary station located within the vicinity of Station #2 will aid in response times of the Friendswood Volunteer Fire Department.

RECOMMENDATIONS

Staff recommends approval a lease agreement between the City of Friendswood and The Harbor Church for temporary fire station operations.

ATTACHMENTS

1. The Harbor - Lease Agreement
2. Exhibit A - COF Insurance Certificate
3. Exhibit B - Harbor Church Insurance Certificate

Lease

Basic Information

Date: January 10, 2022

Landlord:

The Harbor

Landlord's Address:

The Harbor
2821 West Parkwood Avenue,
Friendswood, Texas

Tenant:

City of Friendswood, Texas

Tenant's Address:

City of Friendswood, Texas
910 S Friendswood Drive
Friendswood, Texas

Premises:

Approximate square feet: 5,788

Street address/suite: 1710 Lundy Lane

City, state, zip: Friendswood, Texas, 77546

Property description:

Term (months): 12 months

Commencement Date: February 1, 2022

Termination Date: February 1, 2023

Base Rent (monthly): \$0

Permitted Use:

Temporary fire station operations including installation of temporary covered structure for fire apparatus storage, use of existing structure for storage of bunker gear, installation of concrete approach at driveway and temporary gravel parking

area.

Tenant's Insurance: As evidenced by Exhibit A attached hereto and made a part hereof for all purposed, Tenant shall maintain the same policies, coverage amounts with named Certificate Holder as identified in the Certificate of Coverage dated November 15, 2021, TMLIRP Contract Number 6435 throughout the term of this Lease Agreement.

Landlord's Insurance: As evidenced by Exhibit B attached hereto and made a part hereof for all purposes, Landlord shall maintain the same policies, coverage amounts and listed additional insured as identified in the Certificate of Liability Insurance dated October 21, 2021, Certificate Number CL213816062 throughout the term of this Lease Agreement.

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

A.3. "Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.4. "Lienholder" means the holder of a deed of trust covering the Premises.

A.5. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

Clauses and Covenants

B. Tenant's Obligations

***B.1.* Tenant agrees to -**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

B.1.c. Obtain and pay for all utility services used by Tenant and not provided by Landlord. Within 10 days of production of invoice from Landlord to Tenant, Tenant will

reimburse Landlord for Tenant's water usage and costs for electricity above the baseline amount of \$12.00/month for electricity and \$75.77/billing cycle for water.

B.1.d. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.e. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.f. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.g. Allow Landlord to file a financing statement perfecting the security interest created by this lease.

B.1.h. Vacate the Premises on the last day of the Term.

B.1.i. TO THE EXTENT ALLOWED BY LAW, INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS.**

B2. **Tenant agrees not to -**

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Permit any waste.

B.2.d. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

B.2.e. Change Landlord's lock system.

B.2.f. Alter the Premises other than alterations to the Right-of-Way portion of the driveway approach, the temporary parking area, the temporary fire truck awning, and the temporary placement of storage containers on the property.

B.2.g. Allow a lien to be placed on the Premises.

B.2.h. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

***C.1.* Landlord agrees to -**

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Premises.

C.1.c. Provide the Essential Services.

***C.2.* Landlord agrees not to -**

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Insurance. Tenant and Landlord will maintain the respective insurance coverages described herein.

D.3. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS

OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.4. Casualty/Total or Partial Destruction

D.4.a. If the Premises are damaged by casualty, Landlord will, at its expense, remove debris and make-safe the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially restore to the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of debris removal for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord before Landlord completes Landlord's restoration obligations.

D.4.b. If Tenant cannot complete the portion of the restoration for which Tenant is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, the Tenant has the option, at its expense, to provide temporary structure(s) and facilities to replace lost facilities. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue, and Landlord will restore the Premises as provided in D.4.a. above.

D.5. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.6. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default

are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

D.7. Default by Tenant/Events. Defaults by Tenant are (a) abandoning the Premises or vacating a substantial portion of the Premises, and (b) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.8. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.9. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.10. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.11. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.12. Venue. Exclusive venue is in Galveston County, Texas.

D.13. Entire Agreement. This lease is the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease.

D.14. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.15. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.16. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service,

postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.17. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term and the Tenant will be responsible for any costs borne by the Landlord to properly dispose of any property abandoned by the Tenant unless otherwise agreed upon.

ACCEPTED:

TENANT:

CITY OF FRIENDSWOOD, TEXAS

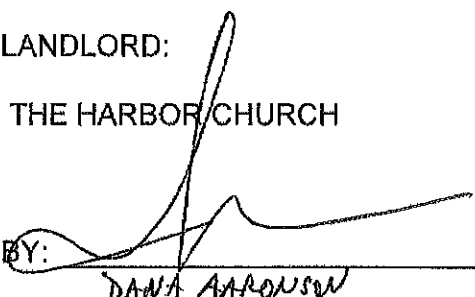
MAYOR

DATE: _____

PROPOSED AND AGREED TO:

LANDLORD:

THE HARBOR CHURCH

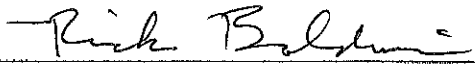
BY: 

DATE: 12/29/21

ATTEST:

CITY SECRETARY

ATTEST:



(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



Exhibit A

Certificate of Coverage

TMLIRP Contract Number: [REDACTED] Member: Friendswood Ms. Katina Hampton Director of Admin Services PO Box 1288 Friendswood, Texas 77546	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
---	--

Certificate Holder: Friendswood Community Church 2821 W Parkwood Ave Friendswood, TX 77546-8931

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2021 Anniversary Date: 10/1/2022 Limits of Liability (Each Occurrence): \$2,000,000 Sudden Events Involving Pollution (Each Occurrence): \$2,000,000 Annual Aggregate: \$4,000,000 Deductible per Occurrence: \$2,500	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																											
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																											
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____																											
Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Deductible per Occurrence: _____	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td></td> <td></td> </tr> <tr> <td>Loss Payee</td> <td>X</td> <td></td> </tr> <tr> <td>Loan Number:</td> <td colspan="2"></td> </tr> </tbody> </table>		Yes	No	Mortgagee			Loss Payee	X		Loan Number:																	
	Yes	No																										
Mortgagee																												
Loss Payee	X																											
Loan Number:																												
Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____	<table border="1"> <thead> <tr> <th>Year/Make/Model</th> <th>VIN</th> <th>Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Year/Make/Model	VIN	Value																								
Year/Make/Model	VIN	Value																										
Loss Payee: <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>	Yes	No	Loan Number: _____																									
Yes	No																											

DESCRIPTION: Evidence of Coverage for use of Lundy Lane @ FM 518, VACANT LAND (23 Acres), Friendswood, Texas 77546.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Chad Owens

Date Issued:

11/15/2021



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2021

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 Galveston Insurance Associates 6025 Heard's Ln P.O. Box 16767 Galveston TX 77552-6767		CONTACT NAME: Stephanie Rippard PHONE (A/C, No, Ext): (409) 740-1251 FAX (A/C, No): (409) 740-0513 E-MAIL ADDRESS: Stephanie.Rippard@gia-tx.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne Mutual Insurance Comp INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Friendswood Community Church dba The Harbor 2821 W. Parkwood Friendswood TX 77546-0000		NAIC # 15032	

COVERAGES**CERTIFICATE NUMBER:** CL213816062**REVISION NUMBER:**

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y			01/20/2021	01/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				01/20/2021	01/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 2,500				01/20/2021	01/20/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A		01/20/2021	01/20/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured locations:
 3863 FM 528, Alvin, TX, 77511
 2821 W. Parkwood, Friendswood, TX, 77546
 Lundy Ln. including 1710 Lundy Ln., FM 518, Friendswood, TX, 77546
 1702 1/2 FM 528, Webster, TX, 77598
 106 E. Willowick Ave, Friendswood, TX, 77546

CERTIFICATE HOLDER**CANCELLATION**

City of Friendswood 901 S. Friendswood Dr. Friendswood TX 77546	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  President
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: 00001444

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Galveston Insurance Associates		NAMED INSURED Friendswood Community Church, DBA: The Harbor
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CG 2026 0413 Additional Insured - Designated Person or Organization - City of Friendswood

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: January 10, 2022

Date submitted: 12/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the purchase of 175 round sealed sanitary sewer frame and cover assemblies for the Public Works department.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

As Council is aware, the City commissioned a Sanitary Sewer System Assessment (Phase V & VI) study report a few years back to identify sources of inflow and infiltration. Of the calculated 2.87 million gallons of inflow measured, approximately 2.58 million gallons of inflow is attributed to defective manholes. These gallon flow calculations are based on a once a year sixty-minute storm, approximately 1.98 inches of rain per hour. Of the 587 manholes that were inspected, approximately 563 of them had one or more defects. The defects ranged from faulty manhole rings and cover assemblies, leaking side manhole walls, and failing sewer pipe connections to the manholes.

Public Works Utilities Division staff will be tasked with replacing an initial 175 manhole frame and cover assemblies. The manhole frames and covers will be replaced with gasketed seals and a sewer sentry device that allows the sanitary sewer to properly vent, as needed, combined with a check valve device to prevent inflow. The manholes within the basins outlined in this portion of the replacement flow directly into the newly rehabilitated Lift Station #23, which receives a significant amount of I&I during rain events.

In response to the City's bid for these items, Ferguson Enterprises was the sole respondent. They already do work with the City of Friendswood. The cost amount for the bulk purchase is \$126,617.75. Funding is to be allocated out of our budgeted and approved Sewer Rehab Program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

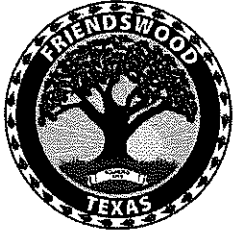
Installing the new sealed manhole frames and cover assemblies will assist the City of Friendswood in improving critical I&I concerns. The I&I is causing an adverse impact to our storage, pumping, and utility infrastructure.

RECOMMENDATIONS

Staff recommends council approve the Public Works Department to perform the bulk purchase for the 175 Round Sealed Sanitary Sewer Manhole Frame and Cover Assemblies from Ferguson Enterprises

ATTACHMENTS

1. City of Friendswood Bid #2021-14
2. Manhole Cover and Sewer Sentry Dwg Exhibit
3. Sewer Sentry 2021 Brochure
4. Ferguson 1295 Form_Redacted



CITY OF FRIENDSWOOD INVITATION FOR BID

BID #2021-14

Due Date: 12/02/2021 @ 2.00 pm CST

One-time Bulk Purchase of 175 – 24” Diameter Round Sealed Sanitary Sewer Manhole Frame and Cover Assemblies

The City of Friendswood is now accepting sealed bids for the consideration of a **One-time purchase of Sanitary Sewer Manhole Frames and Cover Assemblies.**

City of Friendswood
City Secretary's Office
910 S. Friendswood Drive
Friendswood, TX 77546

Monday – Friday: 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following website:
<https://www.ci.friendswood.tx.us/bids>

All sealed bids shall be submitted including one marked original and one jump drive or CD versions. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the City Secretary's Office, 910 S. Friendswood Drive, Friendswood, TX 77546 until 2:00 pm CST on December 2, 2021. Bids received after the deadline stated herein will not be considered for award of this bid and will not be considered.

The bids will be opened and publicly read immediately after the closing hour.

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Jeff Spears, Purchasing Coordinator @ jspears@friendswood.com



CITY OF FRIENDSWOOD INVITATION FOR BID

BID #2021-14

***One-time Bulk Purchase of 175 – 24" Diameter
Round Sealed Sanitary Sewer Manhole Frame and
Cover Assemblies***

BID OPENING DATE: December 2, 2021 @ 2:00 PM. LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

FERGUSON ENTERPRISES LLC

Name of Firm/Company

JACOB JOURDAN

Agent's Name (Please Print)

OPERATIONS MANAGER

Agent's Title

15711 EASTGATE FRWY

Mailing Address

HUMBLE

City

TX

State

77396

Zip

713-675-2211

Telephone Number

713-569-9710

Cell Phone Number

JACOB.JOURDAN@FERGUSON.COM

Email Address

[Signature]

Authorized Signature

12/01/2021

Date

CONTRACTOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."



TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

1. DEFINITION OF TERMS

- A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.
- B. Bidder means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.
- C. Bid or Proposal means an offer to perform the requirements specified herein.
- D. Furnish or Provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- E. City, Purchaser, or Owner shall refer to the City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546.
- F. Contract means the contract awarded pursuant to this solicitation.
- G. Contractor means the bidder to which a contract award has been made by the City.
- H. Purchase Order means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

- A. The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the City Secretary's Office, City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546 will be received before the specified hour and date of the opening and be publicly opened and read at 2:00 p.m. Bids which are received after the date and time set for bid opening will not be considered. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked with bid number, time, and date of opening.
- B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid may be rejected. Facsimile bids will not be accepted.
- C. Bids which are received after the date and time set for the bid opening will not be considered.
- D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date.

3. ANTI-LOBBYING PROVISION

- A. Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.
- B. Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Coordinator for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a



proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

4. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid only by a written request received by the Purchasing Coordinator prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

5. GENERAL CONDITIONS

Bidders will submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- C. All materials, equipment, and supplies which are new, non-standard to the City of Friendswood, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.
- D. Bidders are advised that City contracts are subject to all legal requirements under local, state and federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- E. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.
- F. The City of Friendswood is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

6. DESCRIPTION OF GOODS

- A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.
- B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "OR EQUAL" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

7. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

- A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but



rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

- B. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.
- C. The City of Friendswood is not liable for any costs incurred with replying to this IFB.
- D. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and the total price, the unit price will govern.
- E. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- F. Alternate bids will not be considered unless expressly authorized by the bid documents.
- G. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.
- H. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.
- I. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.
- J. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Friendswood is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.
- K. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision. (See paragraph 11A(11)).
- L. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.
- M. If a bid bond is required, the submitted bond must be an original submitted in the form required by the City in the Bid Documents.

8. CLARIFICATION TO BID DOCUMENTS

If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Coordinator.

9. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.



10. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

11. REJECTION OF BIDS

The City of Friendswood reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Friendswood shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

- A. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.
- B. Bidder's current violation of any City ordinance.
- C. Bidder's misstatement or concealment of any material fact in the bid.
- D. The bid's nonconformance to law or the requirements of the bid.
- E. Failure to use the bid/proposal form furnished by the City of Friendswood.
- F. Failure to properly complete the proposal.
- G. Lack of signature by an authorized representative on the proposal form.
- H. Alteration of bid form.
- I. Evidence of collusion among proposers.
- J. Omission of proposal guarantee (if required).
- K. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

12. AWARD OF CONTRACT

- A. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of Bidder, past relationship with City, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.
- B. The contract will be awarded to the lowest responsible Bidder or to the Bidder who provides goods and/or services at the best value for the City, based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract. If the contract is bid with alternatives, the City reserves the right to select any



combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

- C. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid.

13. CONTRACT

- A. This Invitation for Bid (IFB), combined with the Vendor's response (bid) submitted to and accepted by the City, constitutes a contract between the City of Friendswood and the selected vendor at the time the Friendswood City Council awards the contract to such vendor.
- B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this IFB and to be further bound to the representations and information the vendor provides in his response to this IFB.
- C. Acceptance of bidder's offer may be in the form of a "notice of award", a P.O. (purchase order) or a "contract".

14. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date. Notification will be made by addendum.
- C. Reissue a bid invitation or proposal.
- D. Procure any item by other allowable means.
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.
- F. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- H. Extend any contract when most advantageous to the City.
- I. Award any bid to multiple parties if it is in the best interest of the City.
- J. Purchase off of existing contracts available to the City through "Cooperative Purchasing Agreements" if available.

15. WARRANTIES

- A. WARRANTY FOR PRODUCT: The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing



Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

- B. **WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- C. **SAFETY WARRANTY:** Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

16. **PROTESTS**

- A. The City Council is the final authority on issues relating to this contract. The Purchasing Coordinator is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.
- B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Friendswood, ATTN: Purchasing Coordinator.
- C. The protest may be delivered in person to the department offices located at 910 S. Friendswood Dr., Friendswood, Texas, or by certified mail, return receipt requested, to the following address: City of Friendswood, Purchasing Department, ATTN: Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546.
- D. The written protest must include the following information before it may be considered by the City:
 - 1. Name, mailing address, and business phone number of the protesting party.
 - 2. Identification of the bid or proposal being protested.
 - 3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest.
 - 4. Any documentation or other evidence supporting the protest.
- E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.
- F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no



further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

- G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

17. SHIPMENT & DELIVERY

- A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Friendswood, Texas unless otherwise specified in the IFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.
- B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this IFB shall be new and unused unless noted elsewhere in this IFB.
- C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.
- D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required and include weekends and holidays. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid. "TIME OF THE ESSENCE FOR DELIVERY" section of specifications shall govern the delivery date(s), if such section is included within the specifications.
- E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.
- F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

18. PAYMENTS

- A. Payment of invoices by the City shall be made in full thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Friendswood in Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.
- B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:
 - 1. Each invoice must reference the City of Friendswood contract, agreement, or P.O. number.
 - 2. Only one contract, agreement, or project shall be billed on a particular invoice.
 - 3. Each invoice must have a billing or invoice number and an Invoice Total.



C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. DISCOUNTS

Prompt payment discounts will not be considered in determining low bids and making awards.

20. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

22. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

23. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

24. TERMINATION

A. **DEFAULT:** Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. **CONVENIENCE:** The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. **FUNDING:** The City retains the right to terminate this contract at the expiration of each of the City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

25. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.



26. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

27. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

28. INDEMNITY

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

29. CONFIDENTIALITY

The City of Friendswood is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm



31. **NOTICES**

All notices called for or required by this agreement will be addressed to the Purchasing Coordinator, City of Friendswood, 910 S. Friendswood Dr., Friendswood, TX 77546, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

32. **CERTIFICATE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted House Bill 1295. The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 2021-14.



SECTION II – TECHNICAL SPECIFICATIONS AND PRICING

24" Diameter Round Sealed Sanitary Sewer Manhole Frame and Cover Assemblies

The City of Friendswood anticipates an award to the vendor with the best value to the City. The total amount needed is 175. Bidders are to be very clear as to make, model, availability, delivery charges and all other fees and costs associated with the purchase. Alternate bids will be considered.

Manhole frame and cover specifications:

24" Diameter
Heavy Duty
ASTM A48 Class 35 or better
Gray Iron
AASHTO-M306
Bottom Flange Frame
Non-protruding pick holes
Water-resistant with Pre-installed gasket
Non-bolted
Non-locking

Manhole cover should allow for venting to prevent the build-up of corrosive gases and include a check-valve assembly (Sewer Sentry TM Insert in Dupont Zytel or equivalent device) to prevent inflow when submerged.

Alternates will be considered. Alternates must be accompanied with enough details including exact model, etc. for the City to make an informed decision. Delivery will be expected within 30 days of PO issuance and IFB will be evaluated based on 30 days delivery timeframe. Delivery in excess of 30 days will be evaluated based on overall value for the City based on delivery date, pricing, and other factors which may provide the best overall value for the City. Bids shall be submitted by 2:00 pm, Thursday, December 2, 2021.

All bids must include estimated delivery based on City Council award of January 3, 2022.

Per Manhole Price \$ 723.53

Delivery Price \$ FOB

Grand Total \$ 126,617.75



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

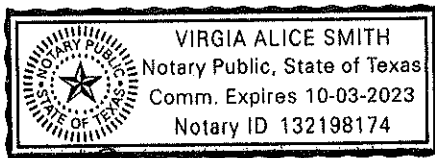
(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that FERGUSON ENTERPRISES LLC is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.

(Company Name)



Signature

Print Name

JACOB JOURDAN

I certify that _____ is a Nonresident bidder as defined in Section 2252.001(3), Texas Government Code and our principal place of business is _____.

(Company Name)

(City and State)

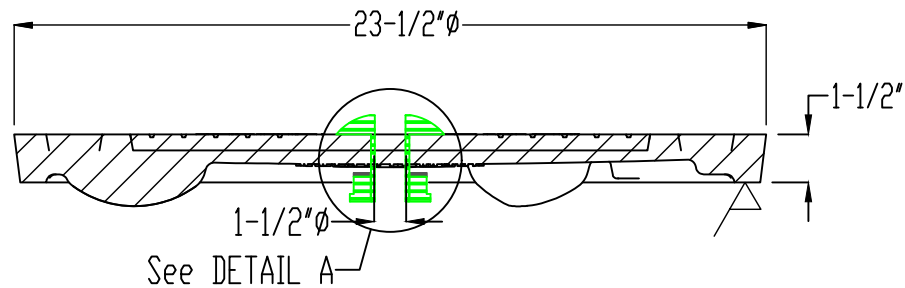
Signature _____

Print Name _____



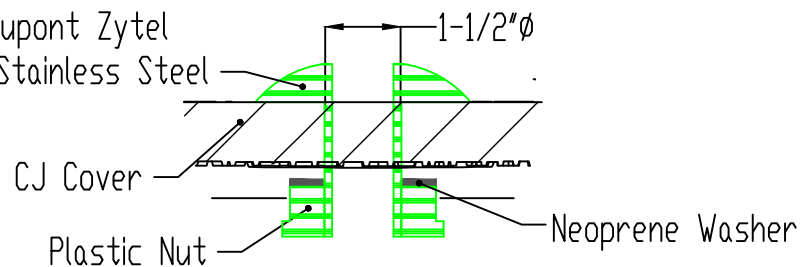
SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	FERGUSON ENTERPRISES LLC
PHYSICAL ADDRESS:	6825 WALLISVILLE RD. HOUSTON TX 77020
PHONE #:	713-675-2211
FAX #:	713-676-0803
CONTACT PERSON:	JOSHUA STOUT
PHONE #:	832-995-4132
REMITTANCE ADDRESS:	FERGUSON WATERWORKS #1105 PO BOX 847411 DALLAS, TX 75284-7411
PHONE #:	832-742-2930
FAX #:	
CONTACT PERSON:	LAURIE COOK
PHONE #:	
PAYMENT TERMS DISCOUNT:	NET 10TH PROX
COMPANY TAX ID#:	54-1473338

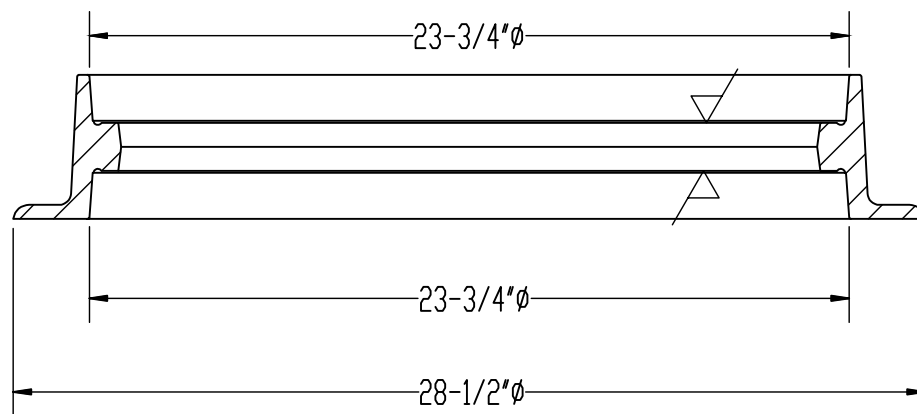


SECTION A-A

Sewer Sentry™
Manhole Insert
in Dupont Zytel
or Stainless Steel

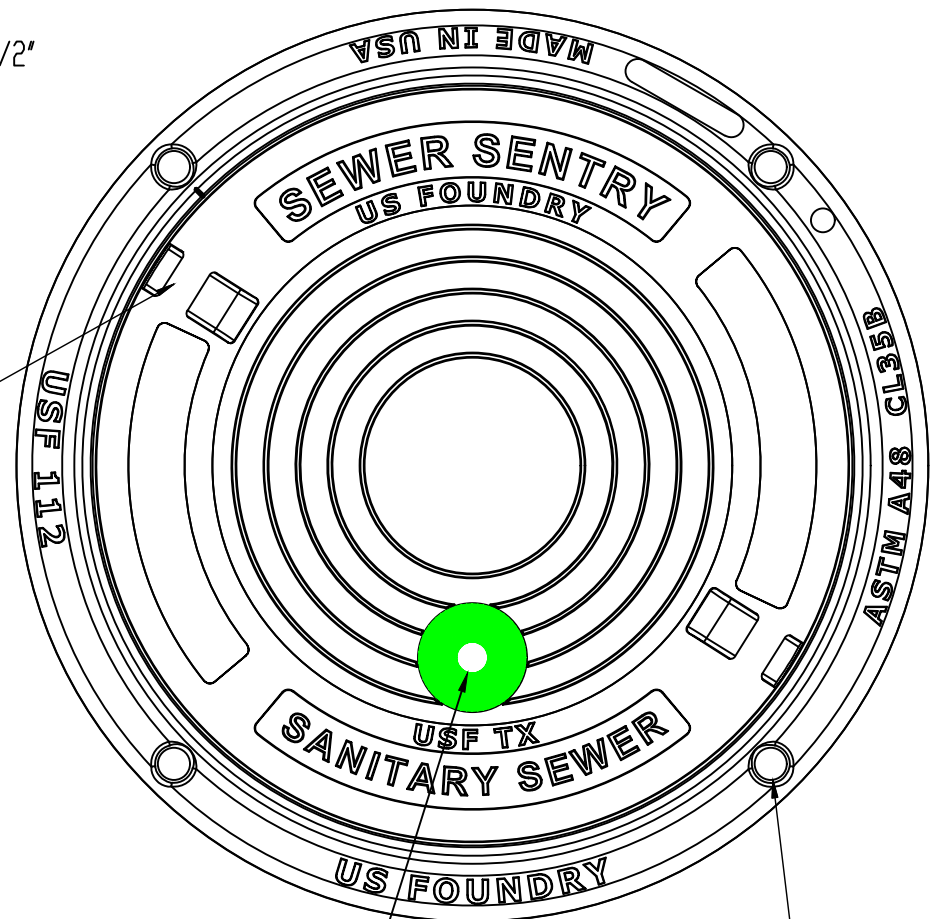


DETAIL A



SECTION B-B

(2) NPPB



1 1/2"φ Sewer Sentry™
Device Clearance

101 Ashland Way
Madisonville, LA, 70447
ph: 318-381-5445
sewersentry.com



COPYRIGHT © SEWER SENTRY 2021, ALL RIGHTS RESERVED

USF 112 RING & TX COVER
Sewer Sentry Device

ITEM	BAAN #	MANHOLE MATERIAL
Ring	8021361	Gray Cast Iron
Cover		ASTM-A48 Class 35B
Assembly		LOAD CLASSIFICATION
REV	REV DATE	AASHTO-M306
0	3/31/2021	DRAWING SCALE: NOT TO SCALE
	REV BY	DRAWN DATE
		3/31/2021
	DRAWN BY	QUOTE #
	JWG	

The Simple solution for **INFLOW & CORROSION**



Patent # US 9,605,403 B1

REDUCES

- ✓ Health Issues to the Public
- ✓ Reduces Storm Water Inflows
- ✓ Overflows & Smell Issues
- ✓ Sewage Processing Costs
- ✓ Problems With EPA & DEQ



Patent # US 8,851,791 B1

Our Sanitary Sewer Overflow Solution

The Sewer Sentry is a simple and easy to install device for manhole covers that dramatically reduces inflow during rainstorms, allowing water to flow through storm drains where it belongs. Its patented design also provides the ventilation needed to prevent the buildup of corrosive gases.



What material is the Sewer Sentry made of?

The Sewer Sentry is made up of a high performance plastic or stainless steel:

- Highly Impact Resistant
- Chemical Resistant
- UV Light Resistant
- Heat Resistant
- Cold Resistant

SAVES MONEY



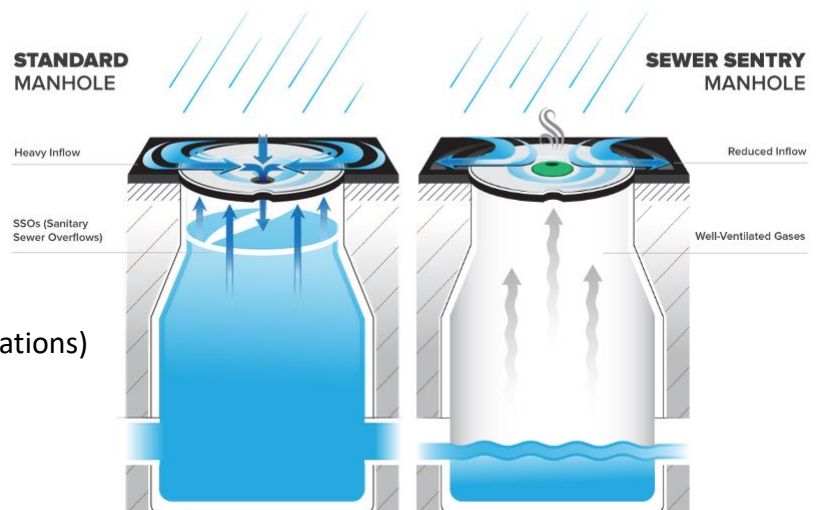
SAVES THE ENVIRONMENT

IMPROVED

- ✓ Removal of Manhole Covers
- ✓ Public Relations
- ✓ EPA & DEQ Compliance

SAVINGS

- ✓ Electricity Costs (of Pump Stations)
- ✓ Treatment Costs
- ✓ Life of Pumps & Piping
- ✓ Sewage Processing Reduction



www.sewersentry.com



Sewer Sentry Extension Pipe

- 1" O.D. Fiberglass Extension Pipe
- Allows for Continuous Venting
- Supplied in 5' Lengths – Custom Lengths Available Upon Request
- Standard Colors Orange, Green, and Grey – Customized Colors Optional
- Ease of Locating Manholes in Overgrown Areas
- Simple and Easy to Install

Sewer Sentry Check Ball Valve Assembly *

- Temporarily Prevents Inflow for Manholes Submerged Under Water
- Constructed of a Highly Engineered Thermoplastic
- Installs Within Seconds
- Materials Withstand Harmful H₂S (Hydrogen 2 Sulfide)



* Patent Pending



www.sewersentry.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-835027

Date Filed:
12/22/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FERGUSON WATERWORKS
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.

B472304
SEWER SENTRY RING AND COVERS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Joshua S. TOUT, and my date of birth is [REDACTED].

My address is 6825 WALKERVILLE RD, Houston, TX, 77020, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 22 day of Dec., 2021.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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: January 10, 2022

Date submitted: 12/13/2021

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 (P288 – 2014 Chevrolet Tahoe PPV) 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 2014. Costs associated with keeping the vehicle suitable for service are high, making the most cost effective solution to auction it. The police unit was replaced in 2021. 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 all of this vehicle will be deposited into the [Vehicle Replacement Fund \(VRF\)](#).

RECOMMENDATIONS

Staff recommends Mayor 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: January 10, 2022

Date submitted: 12/21/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the disposal of two decommissioned Parks department pieces of equipment through online auction at www.publicsurplus.com.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Parks and Recreation department has two decommissioned pieces of equipment that it presents for disposal, a 2001 New Holland loader tractor and a 1990 John Deere turf tractor. The department will dispose of the vehicle through services provided by website www.publicsurplus.com. Costs associated with keeping these pieces of equipment suitable for service are high, making the most cost effective solution to auction them. Both pieces of equipment have been replaced.

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: January 10, 2022

Date submitted: 10/28/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the November 2021 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax Nov 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



December 13, 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 November, 2021 is true and correct.

Under my hand and seal this 13th day of December, 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

12/02/2021 11:26:24 3890632
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 11/01/2021 THRU 11/30/2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 34
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	1,118,508.41	.00	.00	.00	1,118,508.41	.00	.00	.00	1,118,508.41
	I & S	.102167	296,704.12	.00	.00	.00	296,704.12	.00	.00	.00	296,704.12
	TOTAL	.487314	1,415,212.53	.00	.00	.00	1,415,212.53	.00	.00	.00	1,415,212.53
2020	M & O	.392153	1,115.86-	.00	233.49	.00	882.37-	331.65	.00	.00	550.72-
	I & S	.095161	270.78-	.00	56.69	.00	214.09-	.00	.00	.00	214.09-
	TOTAL	.487314	1,386.64-	.00	290.18	.00	1,096.46-	331.65	.00	.00	764.81-
2019	M & O	.432160	671.99-	.00	27.66	.00	644.33-	18.43	.00	.00	625.90-
	I & S	.089279	138.83-	.00	5.72	.00	133.11-	.00	.00	.00	133.11-
	TOTAL	.521439	810.82-	.00	33.38	.00	777.44-	18.43	.00	.00	759.01-
2018	M & O	.437173	790.56	.00	175.30	.00	965.86	.00	.00	.00	965.86
	I & S	.095218	172.20	.00	38.18	.00	210.38	.00	.00	.00	210.38
	TOTAL	.532391	962.76	.00	213.48	.00	1,176.24	.00	.00	.00	1,176.24
2017	M & O	.432349	45.79-	.00	.00	.00	45.79-	.00	.00	.00	45.79-
	I & S	.095000	10.06-	.00	.00	.00	10.06-	.00	.00	.00	10.06-
	TOTAL	.527349	55.85-	.00	.00	.00	55.85-	.00	.00	.00	55.85-
2016	M & O	.462000	22.24	.00	12.29	.00	34.53	7.06	.00	.00	41.59
	I & S	.084000	4.05	.00	2.23	.00	6.28	.00	.00	.00	6.28
	TOTAL	.546000	26.29	.00	14.52	.00	40.81	7.06	.00	.00	47.87
2015	M & O	.497200	23.09	.00	18.94	.00	42.03	9.61	.00	.00	51.64
	I & S	.071500	3.32	.00	2.72	.00	6.04	.00	.00	.00	6.04
	TOTAL	.568700	26.41	.00	21.66	.00	48.07	9.61	.00	.00	57.68
ALL	M & O	1,117,510.66	.00	467.68	.00	1,117,978.34	366.75	.00	.00	.00	1,118,345.09
ALL	I & S	296,464.02	.00	105.54	.00	296,569.56	.00	.00	.00	.00	296,569.56
ALL	TOTAL	1,413,974.68	.00	573.22	.00	1,414,547.90	366.75	.00	.00	.00	1,414,914.65
DLQ	M & O	997.75-	.00	467.68	.00	530.07-	366.75	.00	.00	.00	163.32-
DLQ	I & S	240.10-	.00	105.54	.00	134.56-	.00	.00	.00	.00	134.56-
DLQ	TOTAL	1,237.85-	.00	573.22	.00	664.63-	366.75	.00	.00	.00	297.88-
CURR	M & O	1,118,508.41	.00	.00	.00	1,118,508.41	.00	.00	.00	.00	1,118,508.41
CURR	I & S	296,704.12	.00	.00	.00	296,704.12	.00	.00	.00	.00	296,704.12
CURR	TOTAL	1,415,212.53	.00	.00	.00	1,415,212.53	.00	.00	.00	.00	1,415,212.53

12/02/2021 11:24:23
TC298-M SELECTION: DEPOSIT

3890632

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL, SCHEDULE
FROM: 11/01/2021 THRU 11/30/2021
JURISDICTION: 337 FRIENDWD CITY

PAGE: 96
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2017 RF211118	429171	201712	0.00	0.00	0.00	0.00 17S3	26.37-	26.37-RF
2017 RF211118	429171	201712	26.37-	0.00	0.00	0.00 17S3	26.37	0.00 RF
2017 RF211118	511940	201712	0.00	0.00	0.00	0.00 17S3	39.55-	39.55-RF
2017 RF211118	511940	201712	39.55-	0.00	0.00	0.00 17S3	39.55	0.00 RF
2017 TOTAL			65.92-	0.00	0.00	0.00	0.00	65.92-
2018 RF211118	429171	201812	0.00	0.00	0.00	0.00 18S2	26.62-	26.62-RF
2018 RF211118	429171	201812	26.62-	0.00	0.00	0.00 18S2	26.62	0.00 RF
2018 RF211118	511940	201812	0.00	0.00	0.00	0.00 18S2	39.93-	39.93-RF
2018 RF211118	511940	201812	39.93-	0.00	0.00	0.00 18S2	39.93	0.00 RF
2018 TOTAL			66.55-	0.00	0.00	0.00	0.00	66.55-
2019 RF211117	1200270020026	202004	0.00	0.00	0.00	0.00 HK27	375.60-	375.60-RF
2019 RF211117	1200270020026	202004	338.38-	0.00	37.22-	0.00 HK27	375.60	0.00 RF
2019 RF211117	168654	202001	0.00	0.00	0.00	0.00 19S1	281.59-	281.59-RF
2019 RF211119	168654	202001	281.59-	0.00	0.00	0.00 19S1	281.59	0.00 RF
2019 RF211119	200505	201912	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019 RF211119	200505	201912	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 RF211119	203073	201912	0.00	0.00	0.00	0.00 19S1	383.34-	383.34-RF
2019 RF211119	203073	201912	383.34-	0.00	0.00	0.00 19S1	383.34	0.00 RF
2019 RF211119	288782	201911	0.00	0.00	0.00	0.00 19S1	130.36-	130.36-RF
2019 RF211119	288782	201911	130.36-	0.00	0.00	0.00 19S1	130.36	0.00 RF
2019 RF211119	299131	202003	0.00	0.00	0.00	0.00 19S1	564.20-	564.20-RF
2019 RF211119	299131	202003	517.62-	0.00	46.58-	0.00 19S1	564.20	0.00 RF
2019 RF211119	351112	201911	62.58-	0.00	0.00	0.00 19S1	62.58	0.00 RF
2019 RF211119	351112	201911	0.00	0.00	0.00	0.00 19S1	26.07-	26.07-RF
2019 RF211119	429171	202001	26.07-	0.00	0.00	0.00 19S1	26.07	0.00 RF
2019 RF211119	511940	201912	0.00	0.00	0.00	0.00 19S1	39.11-	39.11-RF
2019 RF211119	511940	201912	39.11-	0.00	0.00	0.00 19S1	39.11	0.00 RF
2019 TOTAL			1,909.41-	0.00	83.80-	0.00	0.00	1,993.21-
2020 RF211117	1200270020026	202012	0.00	0.00	0.00	0.00 HK15	322.58-	322.58-RF
2020 RF211117	1200270020026	202012	322.58-	0.00	0.00	0.00 HK15	322.58	0.00 RF
2020 RF211117	1206360010009	202108	0.00	0.00	0.00	0.00 HK15	568.32-	568.32-RF
2020 RF211117	1206360010009	202108	401.36-	0.00	72.24-	94.72-HK15	568.32	0.00 RF
2020 763110321T	1224680050018	202108	420.66-	0.00	29.45-	0.00 CERT	0.00	450.11-TR
2020 763110321T	1224680050018	202108	0.02-	0.00	0.00	0.00 CERT	0.00	0.02-TR
2020 763110321T	168126	202108	5.79-	0.00	0.64-	0.00 CERT	0.00	6.43-TR

12/02/2021 11:24:23
TC298-M SELECTION: DEPOSIT

3890632

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 11/01/2021 THRU 11/30/2021
JURISDICTION: 337 FRIENDWD CITY

PAGE: 97
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020 763110321T	168126	202108	5.78-	0.00	0.52-	0.00 CERT	0.00	6.30-TR
2020 763110321T	168126	202108	17.83-	0.00	1.60-	3.89-CERT	0.00	23.32-TR
2020 763110321T	168126	202108	51.93-	0.00	3.63-	0.00 CERT	0.00	55.56-TR
2020 763110321T	168527	202108	56.27-	0.00	3.94-	0.00 CERT	0.00	60.21-TR
2020 RF211119	168654	202101	0.00	0.00	0.00	0.00 20S0	349.11-	349.11-RF
2020 RF211119	168654	202101	349.11-	0.00	0.00	0.00 20S0	349.11	0.00 RF
2020 RF211119	200505	202011	121.83-	0.00	0.00	0.00 20S0	121.83	121.83-RF
2020 RF211119	200505	202011	0.00	0.00	0.00	0.00 20S0	121.83-	0.00 RF
2020 RF211119	201868	202012	205.21-	0.00	0.00	0.00 20S0	205.21	205.21-RF
2020 RF211119	201868	202012	0.00	0.00	0.00	0.00 20S0	205.21-	0.00 RF
2020 RF211119	202482	202012	185.18-	0.00	0.00	0.00 20S0	185.18	185.18-RF
2020 RF211119	202482	202012	0.00	0.00	0.00	0.00 20S0	185.18-	0.00 RF
2020 RF211119	203073	202012	0.00	0.00	0.00	0.00 20S0	646.01-	646.01-RF
2020 RF211119	203073	202012	646.01-	0.00	0.00	0.00 20S0	646.01	0.00 RF
2020 RF211119	203209	202011	0.00	0.00	0.00	0.00 20S0	121.82-	121.82-RF
2020 RF211119	203209	202011	121.82-	0.00	0.00	0.00 20S0	121.82	0.00 RF
2020 RF211119	218979	202108	210.44-	0.00	23.15-	46.72-CERT	0.00	280.31-TR
2020 763110321T	218979	202108	231.72-	0.00	20.85-	0.00 CERT	0.00	252.57-TR
2020 763110321T	218979	202108	231.73-	0.00	16.22-	0.00 CERT	0.00	247.95-TR
2020 763110321T	219246	202012	529.45-	0.00	0.00	0.00 CERT	0.00	529.45-TR
2020 RF211119	231959	202011	0.00	0.00	0.00	0.00 20S0	1,916.82-	1,916.82-RF
2020 RF211119	231959	202011	1,916.82-	0.00	0.00	0.00 20S0	1,916.82	0.00 RF
2020 RF211119	288782	202012	0.00	0.00	0.00	0.00 20S0	153.86-	153.86-RF
2020 RF211119	288782	202012	153.86-	0.00	0.00	0.00 20S0	153.86	0.00 RF
2020 RF211119	299131	202109	476.12-	0.00	0.00	0.00 20S0	685.61-	685.61-RF
2020 RF211119	299131	202101	70.66-	0.00	95.22-	114.27-20S0	685.61	0.00 RF
2020 RF211119	351112	202101	0.00	0.00	0.00	0.00 20S0	70.66	0.00 RF
2020 RF211119	400935	202108	547.48-	0.00	38.33-	0.00 CERT	70.66-	70.66-RF
2020 RF211119	413148	202101	0.00	0.00	0.00	0.00 20S0	572.01-	572.01-RF
2020 RF211119	413148	202101	572.01-	0.00	0.00	0.00 20S0	572.01	0.00 RF
2020 RF211119	429171	202012	0.00	0.00	0.00	0.00 20S0	24.36-	24.36-RF
2020 RF211119	429171	202012	24.36-	0.00	0.00	0.00 20S0	24.36	0.00 RF
2020 RF211119	511940	202012	36.55-	0.00	0.00	0.00 20S0	36.55-	36.55-RF
2020 RF211119	516176	202012	0.00	0.00	0.00	0.00 20S0	398.38-	398.38-RF
2020 RF211119	516176	202012	398.38-	0.00	0.00	0.00 20S0	398.38	0.00 RF
2020 TOTAL			8,310.96-	0.00	305.79-	259.60-	0.00	8,876.35-
2021 864111921CHC	1004100000001	202111	765.93-	0.00	0.00	0.00 CERT	0.00	765.93-TR
2021 84496212921	1050120000040	202111	881.51-	0.00	0.00	0.00 CERT	0.00	881.51-TR
2021 864110821PHC	1200270020024	202111	1,267.02-	0.00	0.00	0.00 CERT	0.00	1,267.02-RI
2021 864110821PHC	1206360010005	202111	1,727.02-	0.00	0.00	0.00 CERT	0.00	1,727.02-RI

12/02/2021 11:24:23
TC298-M SELECTION: DEPOSIT

3890632

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 11/01/2021 THRU 11/30/2021
JURISDICTION: 337 FRIENDWD CITY

PAGE: 98
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	869976111021	168580	202110	825.41-	0.00	0.00	0.00 CERT	0.00	825.41-TR
2021	RF211119	200505	202110	140.35-	0.00	0.00	0.00 2150	140.35	0.00 RF
2021	RF211119	200505	202110	0.00	0.00	0.00	0.00 2150	140.35-	140.35-RF
2021	941111821T	202275	202110	187.05-	0.00	0.00	0.00 CERT	0.00	187.05-TR
2021	864110221CHC	299111	202110	1,114.48-	0.00	0.00	0.00 CERT	0.00	1,114.48-TR
2021	RF211119	351112	202110	0.00	0.00	0.00	0.00 2150	70.66-	70.66-RF
2021	RF211119	351112	202110	70.66-	0.00	0.00	0.00 2150	70.66	0.00 RF
2021	864110321PHC	361970	202110	1,212.63-	0.00	0.00	0.00 CERT	0.00	1,212.63-RI
2021	RF211119	400994	202110	121.83-	0.00	0.00	0.00 2150	121.83-	0.00 RF
2021	RF211119	400994	202110	0.00	0.00	0.00	0.00 2150	121.83-	121.83-RF
2021	864112921PHC	521183	202111	1,622.76-	0.00	0.00	0.00 CERT	0.00	1,622.76-RI
2021	864110921CHC	613518	202111	3,357.35-	0.00	0.00	0.00 CERT	0.00	3,357.35-TR
2021	RF211119	703327	201106	53.44-	0.00	0.00	0.00 2150	53.44	0.00 RF
2021	RF211119	703327	201106	0.00	0.00	0.00	0.00 2150	53.44-	53.44-RF
2021	864110921CHC	720857	202111	2,666.35-	0.00	0.00	0.00 CERT	0.00	2,666.35-TR
2021	864112921CHC	720857	202111	2,666.35-	0.00	0.00	0.00 CERT	0.00	2,666.35-TR
2021 TOTAL				18,680.14-	0.00	0.00	0.00	0.00	18,680.14-
TOTAL REVERSALS				29,032.98-	0.00	389.59-	259.60-	0.00	29,682.17-

12/02/2021 11:24:23
TC298-N SELECTION: DEPOSIT

3890632

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 11/01/2021 THRU 11/30/2021
JURISDICTION: 337 FRIENDMD CITY

PAGE: 19
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2015 TOTAL			26.41	0.00	21.66	9.61	0.00	57.68
2016 TOTAL			26.29	0.00	14.52	7.06	0.00	47.87
2017 TOTAL			10.07	0.00	0.00	0.00	0.00	10.07
2018 TOTAL			1,029.31	0.00	213.48	0.00	0.00	1,242.79
2019 TOTAL			1,098.59	0.00	117.18	18.43	0.00	1,234.20
2020 TOTAL			6,924.32	0.00	595.97	591.25	0.00	8,111.54
2021 TOTAL			1,433,892.67	0.00	0.00	0.00	0.00	1,433,892.67
TOTAL PAYMENTS			1,443,007.66	0.00	962.81	626.35	0.00	1,444,596.82
2017 TOTAL			65.92-	0.00	0.00	0.00	0.00	65.92-
2018 TOTAL			66.55-	0.00	0.00	0.00	0.00	66.55-
2019 TOTAL			1,909.41-	0.00	83.80-	0.00	0.00	1,993.21-
2020 TOTAL			8,310.96-	0.00	305.79-	259.60-	0.00	8,876.35-
2021 TOTAL			18,680.14-	0.00	0.00	0.00	0.00	18,680.14-
TOTAL REVERSALS			29,032.98-	0.00	389.59-	259.60-	0.00	29,682.17-
TOTAL FOR UNIT			1,413,974.68	0.00	573.22	366.75	0.00	1,414,914.65

12/07/2021 12:39:0 3894097
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2021 TO 11/30/2021

PAGE: 20
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667,192	225,885,092	4,440,552,284	00.487314	20,906,247.13	2,639

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	19,829,708.43	1,076,538.70	1,076,538.70	1,995,837.60	1,995,837.60	18,910,409.53	9.55	0.00
2020	163,896.15	14,359.16-	14,359.16-	71,356.23	71,356.23	78,180.76	47.72	0.00
2019	51,659.09	5,386.09-	5,386.09-	3,309.37	3,309.37	42,963.63	7.15	0.04-
2018	26,368.69	1,116.38-	1,116.38-	1,615.02	1,615.02	23,637.29	6.40	0.00
2017	16,281.55	65.92-	65.92-	514.68	514.68	15,700.95	3.17	0.00
2016	14,103.51	123.32-	123.32-	229.17	229.17	13,751.02	1.64	123.32-
2015	13,124.77	.00	0.00	73.54	73.54	13,051.23	.56	0.00
2014	13,834.13	.00	0.00	211.44	211.44	13,622.69	1.53	0.00
2013	10,663.54	.00	0.00	4.85	4.85	10,658.69	.05	0.00
2012	10,529.67	.00	0.00	7.07	7.07	10,522.60	.07	0.00
2011	9,853.75	.00	0.00	3.88	3.88	9,849.87	.04	0.00
2010	4,816.43	188.90-	188.90-	3.85	3.85	4,623.68	.08	188.90-
2009	6,212.93	145.52-	145.52-	0.00	0.00	6,067.41		145.52-
2008	5,594.70	625.90-	625.90-	0.00	0.00	4,968.80		625.90-
2007	1,976.80	622.34-	622.34-	0.00	0.00	1,354.46		622.34-
2006	2,757.39	.00	0.00	0.00	0.00	2,757.39		0.00
2005	1,421.45	.00	0.00	0.00	0.00	1,421.45		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	412.09-	412.09-	0.00	0.00	512.76		412.09-
2001	941.66	412.09-	412.09-	0.00	0.00	529.57		412.09-
2000	510.23	412.09-	412.09-	0.00	0.00	98.14		412.09-
****	20,186,467.31	1,052,668.90	1,052,668.90	2,073,166.70	2,073,166.70	19,165,969.51		2,942.29-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 173
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	5,827,810.207	5,827,810.207	60,087,368	185,640	60,273,008	5,888,083,215
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	222,237,149	7,081,459-	215,155,690	990,313,155
APPRAISED VALUE	5,827,810.207	5,827,810.207	282,324,517	6,895,819-	275,428,698	6,103,238,905
EXEMPTIONS	1,579,451,702	1,579,451,702	46,137,770	3,405,836	49,543,606	1,628,995,308
TAXABLE VALUE	4,214,667,192	4,214,667,192	236,186,747	10,301,655-	225,885,092	4,440,552,284
LEVY	19,829,708.43	19,829,708.43	1,128,728.49	52,189.79-	1,076,538.70	20,906,247.13
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	506	28	29	10,327
OVER 65	3,255	3,255	151	28	28	3,283
DISABLED	181	181	6	1	1	182
VETERAN	240	240	13	2	2	242
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	1,455,770-	1,455,770-	704,957,570
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	1,455,770-	1,455,770-	5,041,818,482
EXEMPTIONS	1,218,139,975	1,218,139,975	0	1,548,750	1,548,750	1,219,688,725
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	3,004,520-	3,004,520-	3,794,792,449
LEVY	163,896.15	163,896.15	.00	14,359.16-	14,359.16-	149,536.99
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	21	21	10,241
OVER 65	3,163	3,163	0	10	10	3,173
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 175
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	319,608	1,800-	317,808	646,249,680
APPRAISED VALUE	4,537,437,822	4,537,437,822	319,608	1,800-	317,808	4,537,755,630
EXEMPTIONS	1,018,439,121	1,018,439,121	319,608	910,497	1,230,105	1,019,669,226
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	912,297-	912,297-	3,493,402,713
LEVY	51,659.09	51,659.09	.00	5,386.09-	5,386.09-	46,273.00
UNCOLLECTIBLE	.00	*.04	*.00	*.00	*.00	.04
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	13	13	10,013
OVER 65	2,975	2,975	0	7	7	2,982
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	3	3	208
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 176
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
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	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	1,800-	1,800-	617,898,609
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,800-	1,800-	4,207,372,718
EXEMPTIONS	891,117,422	891,117,422	0	207,716	207,716	891,325,138
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	209,516-	209,516-	3,292,204,670
LEVY	26,368.69	26,368.69	.00	1,116.38-	1,116.38-	25,252.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	3	3	10,004
OVER 65	2,897	2,897	0	3	3	2,900
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	2	2	206
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
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	0	0	0	615,911,811
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
EXEMPTIONS	988,826,434	988,826,434	0	12,500	12,500	988,838,934
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	12,500-	12,500-	3,263,988,098
LEVY	16,281.55	16,281.55	.00	65.92-	65.92-	16,215.63
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	2	2	209
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
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	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	14,103.51	14,103.51	.00	123.32-	123.32-	13,980.19
UNCOLLECTIBLE	.00	123.32	.00	.00	.00	123.32
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2010
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	0	0	2,281,486,034
LEVY	4,816.43	4,816.43	.00	188.90-	188.90-	4,627.53
UNCOLLECTIBLE	.00	188.90	.00	.00	.00	188.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2009
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 180
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	6,212.93	6,212.93	.00	145.52-	145.52-	6,067.41
UNCOLLECTIBLE	.00	145.52	.00	.00	.00	145.52
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
AG EXCLUSION	20,583,444	20,583,444	0	0	0	20,583,444
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
EXEMPTIONS	514,930,336	514,930,336	0	0	0	514,930,336
TAXABLE VALUE	1,810,312,067	1,810,312,067	0	0	0	1,810,312,067
LEVY	5,594.70	5,594.70	.00	625.90-	625.90-	4,968.80
UNCOLLECTIBLE	.00	625.90	.00	.00	.00	625.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	7,211	7,211	0	0	0	7,211
OVER 65	1,423	1,423	0	0	0	1,423
DISABLED	98	98	0	0	0	98
VETERAN	127	127	0	0	0	127
TOTAL EXEMPT	517	517	0	0	0	517

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
AG EXCLUSION	27,382,734	27,382,734	0	0	0	27,382,734
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
EXEMPTIONS	624,625,914	624,625,914	0	0	0	624,625,914
TAXABLE VALUE	2,116,476,920	2,116,476,920	0	0	0	2,116,476,920
LEVY	1,976.80	1,976.80	.00	622.34-	622.34-	1,354.46
UNCOLLECTIBLE	.00	622.34	.00	.00	.00	622.34
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,235	9,235	0	0	0	9,235
OVER 65	1,781	1,781	0	0	0	1,781
DISABLED	159	159	0	0	0	159
VETERAN	168	168	0	0	0	168
TOTAL EXEMPT	587	587	0	0	0	587

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2002
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 183
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	924.85	924.85	.00	412.09-	412.09-	512.76
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	.0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2001
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 184
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	941.66	941.66	.00	412.09-	412.09-	529.57
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2000
JURISDICTION: 0337 FRIENDSWOOD CITY

PAGE: 185
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2021
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	510.23	510.23	.00	412.09-	412.09-	98.14
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: December 3, 2021 10:06 AM

For Remitted Deposit Dates 11/01/2021 thru 11/30/2021 as of 12/03/2021

Version 1.50

Tax Unit			I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337	FRIENDWD CITY						
	ACH 71345	Print Date:11/04/2021					
		Current	107,363.30	28,479.98	0.00	0.00	135,843.28
Last Deposit Date	11/01/2021		\$107,363.30	\$28,479.98	\$0.00	\$0.00	\$135,843.28
	ACH 71388	Print Date:11/08/2021					
		Current	13,272.77	3,520.81	0.00	0.00	16,793.58
		Delq	64.50	15.65	0.00	0.00	80.15
Last Deposit Date	11/02/2021		\$13,337.27	\$3,536.46	\$0.00	\$0.00	\$16,873.73
	ACH 71429	Print Date:11/08/2021					
		Current	110,640.79	29,349.42	0.00	0.00	139,990.21
		Delq	192.67	44.02	0.00	0.00	236.69
Last Deposit Date	11/03/2021		\$110,833.46	\$29,393.44	\$0.00	\$0.00	\$140,226.90
	ACH 71472	Print Date:11/08/2021					
		Current	37,353.81	9,908.78	0.00	0.00	47,262.59
Last Deposit Date	11/04/2021		\$37,353.81	\$9,908.78	\$0.00	\$0.00	\$47,262.59
	ACH 71512	Print Date:11/08/2021					
		Current	92,323.16	24,490.34	0.00	0.00	116,813.50
		Delq	663.96	161.12	0.00	0.00	825.08
Last Deposit Date	11/05/2021		\$92,987.12	\$24,651.46	\$0.00	\$0.00	\$117,638.58
	ACH 71557	Print Date:11/10/2021					
		Current	50,861.80	13,492.01	0.00	0.00	64,353.81
		Delq	918.65	218.78	0.00	0.00	1,137.43
Last Deposit Date	11/08/2021		\$51,780.45	\$13,710.79	\$0.00	\$0.00	\$65,491.24
	ACH 71602	Print Date:11/12/2021					
		Current	32,314.90	8,572.14	0.00	0.00	40,887.04
Last Deposit Date	11/09/2021		\$32,314.90	\$8,572.14	\$0.00	\$0.00	\$40,887.04
	ACH 71645	Print Date:11/12/2021					
		Current	89,079.59	23,629.92	0.00	0.00	112,709.51
		Delq	(97.69)	(24.15)	0.00	0.00	(121.84)
Last Deposit Date	11/10/2021		\$88,981.90	\$23,605.77	\$0.00	\$0.00	\$112,587.67
	ACH 71688	Print Date:11/15/2021					
		Current	21,323.62	5,656.47	0.00	0.00	26,980.09
Last Deposit Date	11/12/2021		\$21,323.62	\$5,656.47	\$0.00	\$0.00	\$26,980.09
	ACH 71731	Print Date:11/16/2021					
		Current	33,340.09	8,844.03	0.00	0.00	42,184.12
		Delq	16.38	3.98	0.00	0.00	20.36
Last Deposit Date	11/15/2021		\$33,356.47	\$8,848.01	\$0.00	\$0.00	\$42,204.48
	ACH 71776	Print Date:11/17/2021					
		Current	66,055.09	17,522.28	0.00	0.00	83,577.37
		Delq	81.44	19.76	0.00	0.00	101.20
Last Deposit Date	11/16/2021		\$66,136.53	\$17,542.04	\$0.00	\$0.00	\$83,678.57
	ACH 71821	Print Date:11/19/2021					
		Current	90,656.46	24,048.23	0.00	0.00	114,704.69
		Delq	(880.22)	(202.38)	0.00	0.00	(1,082.60)
Last Deposit Date	11/17/2021		\$89,776.24	\$23,845.85	\$0.00	\$0.00	\$113,622.09
	ACH 71864	Print Date:11/22/2021					
		Current	44,011.95	11,674.92	0.00	0.00	55,686.87
		Delq	1,389.91	339.88	0.00	0.00	1,729.79
Last Deposit Date	11/18/2021		\$45,401.86	\$12,014.80	\$0.00	\$0.00	\$57,416.66

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: December 3, 2021 10:06 AM

For Remitted Deposit Dates 11/01/2021 thru 11/30/2021 as of 12/03/2021

Version 1.50

Tax Unit			I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337	FRIENDWD CITY						
ACH 71908	Print Date:11/23/2021						
	Current	63,894.69	16,949.22	0.00	0.00	0.00	80,843.91
	Delq	(5,664.54)	(1,326.21)	0.00	0.00	0.00	(6,990.75)
Last Deposit Date	11/19/2021	\$58,230.15	\$15,623.01	\$0.00	\$0.00	\$0.00	\$73,853.16
ACH 71952	Print Date:11/24/2021						
	Current	67,833.09	17,993.95	0.00	0.00	0.00	85,827.04
	Delq	29.84	5.42	0.00	0.00	0.00	35.26
Last Deposit Date	11/22/2021	\$67,862.93	\$17,999.37	\$0.00	\$0.00	\$0.00	\$85,862.30
ACH 71998	Print Date:11/29/2021						
	Current	50,742.36	13,460.33	0.00	0.00	0.00	64,202.69
	Delq	2,753.10	609.15	0.00	0.00	0.00	3,362.25
Last Deposit Date	11/23/2021	\$53,495.46	\$14,069.48	\$0.00	\$0.00	\$0.00	\$67,564.94
ACH 72042	Print Date:11/30/2021						
	Current	86,138.91	22,849.89	0.00	0.00	0.00	108,988.80
	Delq	1.93	0.42	0.00	0.00	0.00	2.35
Last Deposit Date	11/24/2021	\$86,140.84	\$22,850.31	\$0.00	\$0.00	\$0.00	\$108,991.15
ACH 72086	Print Date:12/01/2021						
	Current	26,048.71	6,909.86	0.00	0.00	0.00	32,958.57
Last Deposit Date	11/29/2021	\$26,048.71	\$6,909.86	\$0.00	\$0.00	\$0.00	\$32,958.57
ACH 72130	Print Date:12/03/2021						
	Current	35,253.32	9,351.54	0.00	0.00	0.00	44,604.86
Last Deposit Date	11/30/2021	\$35,253.32	\$9,351.54	\$0.00	\$0.00	\$0.00	\$44,604.86
Subtotal:		\$1,117,978.34	\$296,569.56	\$0.00	\$0.00	\$0.00	\$1,414,547.90

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: January 10, 2022

Date submitted: 12/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Whitcomb Lake Site Plan 11.19.2021