



**CITY COUNCIL REGULAR MEETING
MONDAY, MAY 2, 2022 – 5:30 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL COMMENTS AND REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

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. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

- A. Present the City of Friendswood 5 Star Spirit Award for the First Quarter of 2022 to Rene Ibarra and Steven Rhea.

7. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Animal Shelter Advisory Committee Annual Report.

8. WORK SESSION TOPICS

- A. Receive and discuss an update regarding the Capital Improvement Projects.
- B. Receive and discuss a presentation regarding alcohol sales in public parks.
- C. Receive and discuss a presentation regarding liaison reports.

9. REQUEST TO VACATE EASEMENTS, 1309 FALLING LEAF DRIVE

- A. Conduct a public hearing regarding a request to vacate 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive, Friendswood, Galveston County, Texas.

- B. Consider the first reading of an ordinance approving a request to vacate 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive, Friendswood, Galveston County, Texas.

10. CITY MANAGER'S REPORT

- A. Present an update of the Spring Sparkle clean-up event.
- B. Present an update regarding the Friendswood Public Library Summer Reading Programs.
- C. Present an update regarding Concerts in the Park.
- D. Present and update regarding the Youth Fishing Derby.
- E. Present an update on general commercial and residential developments.
- F. Present information regarding Public Works Week, May 15 - 21, 2022.

11. BUSINESS ITEM

- A. Consider authorizing the City Manager to negotiate and execute pre-event standby contracts for disaster logistics with Garner Environmental Services Inc., and DRC Emergency Services, LLC.
- B. Consider approving the roles and responsibilities and the 2022 Strategic Plan of the Community and Economic Development Committee.
- C. Consider appointing Ms. Grace Blasingame and Ms. Paula Matranga to Keep Friendswood Beautiful for a term set to begin immediately and end in November 2024.
- D. Consider awarding the Citywide Parks and Facility Mowing Services Contract to Neoglobal Enterprises, LLC, d/b/a Horticare (IFB 2022-06).

12. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider the second and final reading of an ordinance amending Chapter 30 "Fire Protection And Prevention," Article IV "Fireworks," Section 30-139 "Definitions"; Section 30-140 "General provisions"; Section 30-141 "Exceptions"; Section 30-142 "Public displays exempted"; Section 30-143 "Illegal fireworks declared nuisance; seizure and destruction"; Section 30-144 "Penalty for violation of this article"; and Section 30-145 "Permitted transportation; identification" of the Friendswood City Code to regulate fireworks in accordance with state law, to generally prohibit fireworks from being ignited on property within the city, and to prohibit public displays by persons other than a governmental entity during certain times of the year.
- B. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VIII" and providing for supplemental appropriation and/or transfer of certain funds.

13. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- A. Consider the second and final reading of an ordinance amending Appendix C "Zoning," Section 2 "Establishment of districts," "Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home

developments.

- B. Consider a resolution denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its distribution cost recovery factor to increase distribution rates within the City.
- C. Consider a resolution denying the application of Texas New Mexico Power Company for approval to amend its distribution cost recovery factor to increase distribution rates within the City.
- D. Consider the final acceptance of the Sterling Creek, Section 5 and 6 Public Paving and Utilities Improvements Project at the completion of the contractor's one-year maintenance bond.
- E. Consider approving the disposal of nine Public Works vehicles and six heavy equipment pieces through Public Surplus Auction.
- F. Consider accepting the March 2022 tax report.
- G. Consider approving the minutes of the City Council Regular Meeting held on March 7, 2022.
- H. Consider approving the minutes of the City Council Regular Meeting held on April 4, 2022.

14. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to the Texas Government Code, Section 551.074 to deliberate the annual performance of the City Manager.
- B. Recess into and conduct an executive session pursuant to the Texas Government Code, Section 551.087 to deliberate the offer of a financial or other incentive to a business prospect.

15. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

- A. Consider and take possible action regarding the City Manager's annual review.
- B. Consideration and possible action on a proposed offer of a financial or other incentive to a business prospect.

16. 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. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TTY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).



Posted by: Leticia Brysch, City Secretary
Posted this 28th day of April, 2022, at 5:30 P.M.



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: May 2, 2022

Date submitted: 04/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present the City of Friendswood 5 Star Spirit Award for the First Quarter of 2022 to Rene Ibarra and Steven Rhea.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City received several complaints from residents in the Forest Bend subdivision about an abandoned house that was becoming an eyesore; not only was the grass overgrown, but someone had spray-painted racist and offensive graffiti on the garage door. After several attempts to contact the owner failed, both Rene Ibarra and Steven Rhea took their personal equipment (lawnmower and paint) to the property on a Saturday and mowed the grass and painted over the offensive graffiti. The neighboring residents were incredibly grateful for their efforts.

Rene Ibarra began working for the City in 2006 as a Project Manager and is currently our Director of Public Works.

Steven Rhea began working for the City in 2018 as our Assistant City Manager.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 03/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Animal Shelter Advisory Committee Annual Report.

Originating Department: Police Department

Degree of importance: Required

SUMMARY / ORIGINATING CAUSE

The Health and Safety Code requires a municipality where an animal shelter is located, to appoint an advisory committee to assist in complying with the requirements of Chapter 823. The requirements of the advisory committee are found in Sec. 823.005. The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. The advisory committee shall meet at least three times a year. Those persons appointed to the Animal Shelter Advisory Committee compile statistics and provide updates about the accomplishments and challenges of the past year. That report is presented to the City Council in written form. It was reviewed and approved for submission to the City Council at the committee's last meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Accept the written report from the Animal Shelter Advisory Committee

ATTACHMENTS

1. 2021 Animal Control Annual Report

Friendswood Animal Control

2021 Annual Report

Overview

In 2021, Friendswood Animal Control saved 211 lives through adoption, reunited 152 lost pets with their owners, and transferred 42 pets to shelters or breed-specific rescues.

Volunteers continue to provide an animal behavior and enrichment program to ensure the emotional health of all of animals during their stay in the facility. This increases the likelihood of animals being adopted quickly and reducing their length of stay in the facility. As a result of the work of staff and volunteers, our animals are both physically and emotionally healthier and our adoption program continues to thrive.

Adoptions	2017	2018	2019	2020	2021
Dogs	124	112	103	55	71
Cats	122	153	168	114	140
Total	246	265	271	169	211

Returned to owner	2017	2018	2019	2020	2021
Dogs	196	144	165	125	135
Cats	12	12	17	21	17
Total	208	156	182	146	152

Intake

In 2021, Friendswood Animal Control staff provided life-saving care to over 400 animals including, 8 wildlife, 4 livestock animals, and 443 dogs and cats. They worked hard every day of the year, ensuring that each of animal received the very best care. Intake numbers increased 10% from 2020.

When pets are running at large in the neighborhoods and roadways, Animal Control staff works to immediately return the pets to their owners. This is accomplished only when pet owners tag and microchip their animals. In 2021, 66 pets were captured in the field and immediately taken to their homes and/or released to their owners without ever seeing the inside of the Animal Control Facility.

Each Animal Control officer is equipped with a microchip detection device in their trucks. The purchase of this equipment is, and has been, vital to returning lost pets to their owners. If a pet is not tagged and microchipped it is taken to the Animal Control Facility. Before the animal is released to its owner, the owner is given an opportunity to receive free microchipping at a local veterinarian.

Intake	2017	2018	2019	2020	2021*
Dogs	358	275	290	189	235
Cats	201	250	245	169	208
	559	525	535	358	443

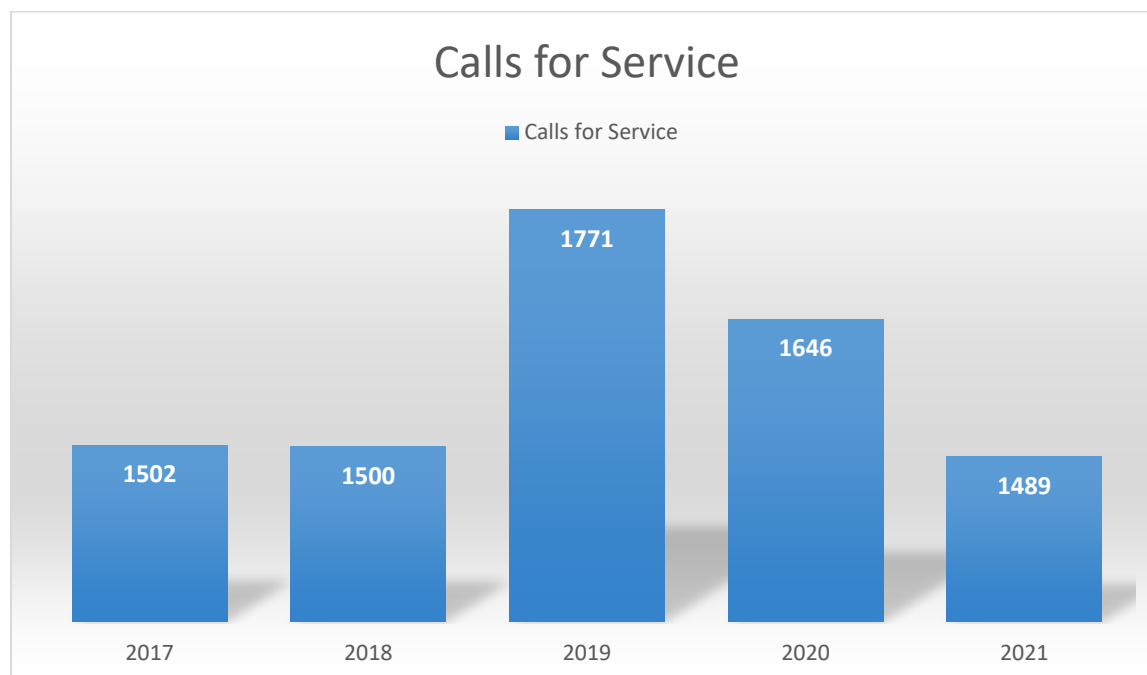
*In 2021, 8 wildlife animals and 4 domestic farm animals were also taken into the facility.

Field Services

Animal Control officers play an important role for people and animals within our community. Their job encompasses public safety, enforcement of animal ordinances, animal care, rescue, nuisance abatement, pet owner support, and community outreach.

Animal Control officers are dispatched through the Friendswood Police Department' public safety dispatch center. In 2021, they answered 1,489 calls for service – 10% decrease from 2020. Animal Control officers prioritize their response according to the safety issues involved for humans and animals.

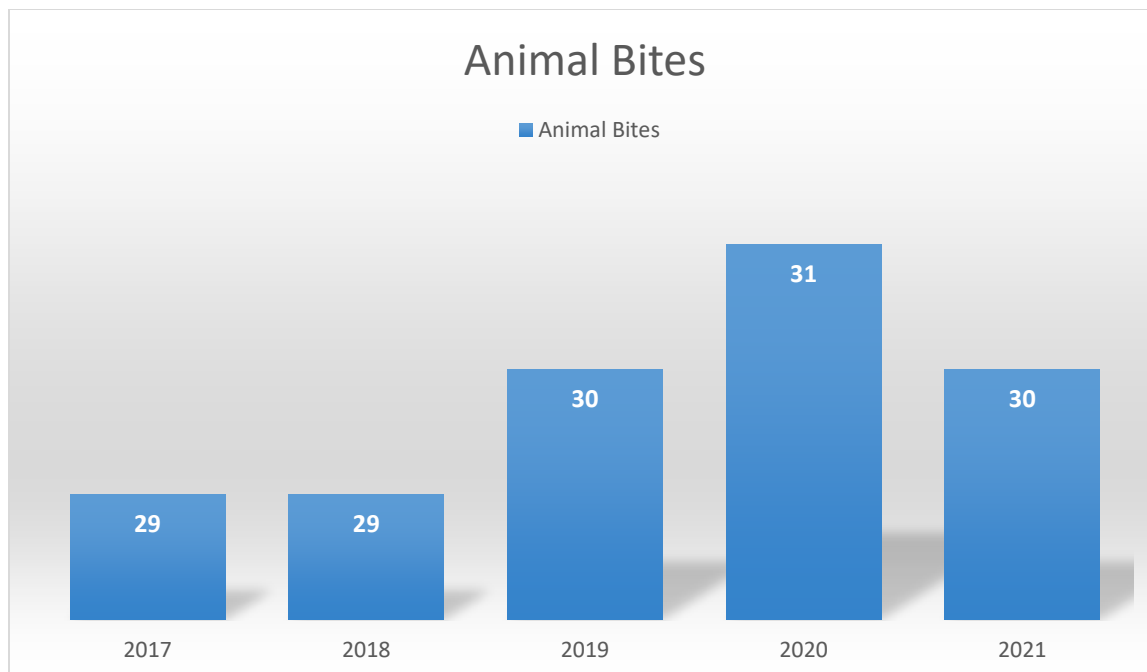
The Animal Control Facility is located at 3000 W. Parkwood Avenue (next to the water tower). The facility is open to the public Monday through Saturday. The facility is closed on Sundays and some holidays.



Investigations

In 2021, Animal Control staff investigated 30 animal bite cases. An animal control officer conducts an investigation each time they are notified of an animal biting a human. By State law, the animal must be quarantined for a specific amount of time. This is done in order to safeguard the community from the rabies virus. Depending on the situation and whether the animal has a current rabies vaccination and license tag will decide how the animal is to be quarantined. It is the Animal Control officer who evaluates the situation and makes the final determination of what needs to be done. To help facilitate their ability to properly investigate animal investigations, Animal Control officers participate in annual continuing education. Animal Control officer A. Layton received her Advanced Investigator – Level 2 certification from the National Animal Cruelty Investigation School in August 2021. Also, in 2021, Animal Control officer K. Zombory earned her Advanced Animal Control Officer certification.

Rabies is a preventable viral disease of mammals most often transmitted through the bite of a rabid animal. The vast majority of rabies cases reported each year occur in wild animals like raccoons, skunks, bats and foxes.



Feral Cats and Wildlife

Feral cats are not socialized to people, which means they cannot be adopted. As a result, they are likely to be euthanized if picked up by animal control. Animal control officers allow all of our trapped cats time to relax and show their level of socialization before a determination is made about the cat's adoptability.

Trapped wildlife are picked up by Animal Control officers daily. In most cases, the animals are released away from residential areas. If the wildlife is sick or injured, they are humanely euthanized at the Animal Control Facility. In 2020, Animal Control staff picked up and released 336 raccoons, skunks and opossums. There were 8 sick or injured wildlife that were not able to be released.

Volunteers

We owe an enormous debt of gratitude to our volunteers. They assist staff with nearly every aspect of animal care, they are humane educators, fundraisers, and ambassadors. They open their hearts and homes to special needs animals and are experts when it comes to giving care and attention to the animals.

In 2021, our dedicated volunteers logged 544 volunteer hours at the Animal Control Facility. We are extremely fortunate to have a group of talented, passionate volunteers and we are grateful for all they do for the animals.

Statewide Leadership

Animal Control Supervisor Robert Lee has been a member of the Texas Animal Control Association since 1992 and is the President-Elect of the Texas Animal Control Association in November 2019 and served as President until November 2020. The Texas Animal Control Association (TACA) is a non-profit organization, established in 1974, dedicated to the advancement of animal control and animal welfare personnel. Membership in TACA shows the highest degree of commitment to the animal control and welfare field. TACA works to make sure its member's voices are heard at the local, state, and national levels and protects the best interests of the profession.

Animal Shelter Advisory Committee

The Animal Shelter Advisory Committee met three times during 2021 – February 4th, July 1st and September 16th. The Committee began and ended the year with: Dr. Donald Stran, DPM, Dr. Donna Coleman, DVM, Margaret Pickell, Robert Lee, and Captain Doug Lauersdorf. The committee ensures that the best practices of Animal Control are in place and being maintained. Staff updates and informs the committee about facility operations throughout the year.

Reviewed, approved and submitted by the members of the Animal Shelter Advisory Committee

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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the Capital Improvement Projects.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Council will receive an update on Capital Improvement Projects within the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP Update April 2022

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



TM

Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood Drive

STATUS:

Construction underway

Building pad constructed, underground utilities forthcoming



Public Safety Building Expansion

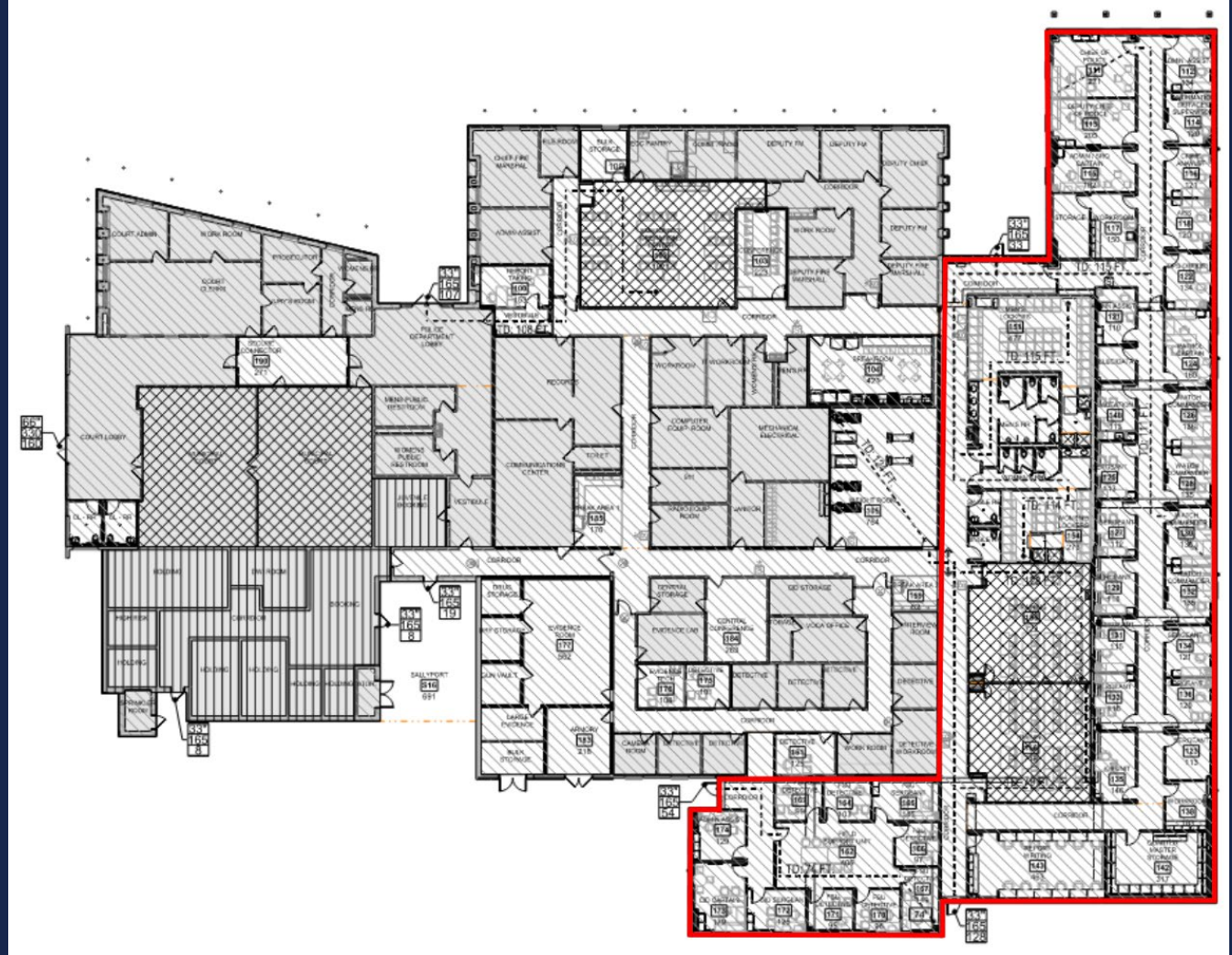
LOCATION:

1600 Whitaker Drive

STATUS:

Construction underway

Building pad currently being constructed



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Construction plans currently being developed

Anticipating plans to be issued for bid late June/early July 2022

Completion slated for April 2023



2022 Street Maintenance Program

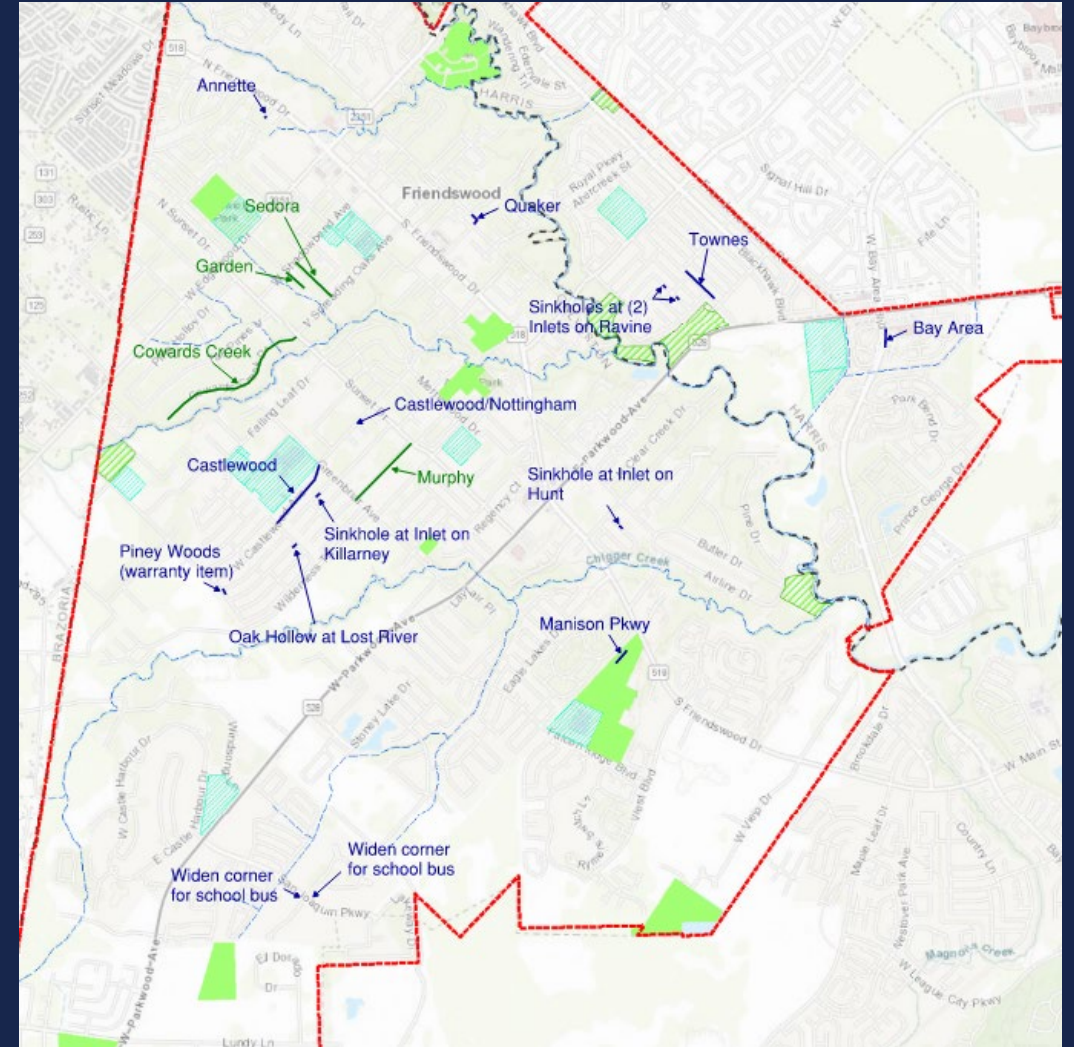
LOCATION:

Multiple

STATUS:

Concrete to start week of 4/25/2022

Mid-summer 2022 anticipated start of asphalt streets



Blackhawk Blvd - Phase II-B

LOCATION:

Blackhawk Boulevard (Geneva Dr to FM 2351)

STATUS:

City has been notified of FYE 22 Partnership by Harris County Precinct 2 Commissioner Adrian Garcia's office

City contribution \$1.2 million with County match

Repackaging of engineering plans underway

Will start at the current northern terminus of rebuilt street and will extend approximately 1115 feet (0.85 lane miles)



TxDOT Projects

FM 518 Curb & Ramp Project

- Construction ongoing
- Traffic signal electrical work underway
- Anticipating completion in the next few months



Hunter Lane/FM 518 Median

- TxDOT has completed work on median to make it left turn only
- Located on FM 518 near Chick-fil-A

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: May 2, 2022

Date submitted: 03/03/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding alcohol sales in public parks.

Originating Department: Mayor & Council

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item was added to the agenda at the request of two Council members. The sale of alcohol in City parks was last discussed a couple of years ago. At that time, a consensus amongst Council did not exist to pursue the matter any further.

A number of cities and counties within our region do permit the sale of alcohol in public parks, each with a varying set of rules associated with it. Included in the backup material for this discussion is a breakdown of cities and counties that do and do not permit the sale of alcohol within their parks. Please note, the City Pearland is currently considering a change to this rule.

Should a consensus amongst Council exist, staff can develop rules regarding how, when, and under what circumstances could alcohol be sold in City parks.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Alcohol sale in parks research

DO YOU ALLOW THE SALE OF ALCOHOL IN YOUR PARK?

City/County	Yes	No
Galv. County	X	
Sugar Land	X	
Jersey Village	X	
Fort Bend County	X	
Beaumont	X	
Katy		X
Bellaire	X	
Deer Park		X
West Univ. Place	X	
Missouri City		X
Webster		X
Angleton	X	
Harris County Precinct One	X	
Baytown	X	
League City	X	
Pearland		X
Texas City	X	
Pasadena		X

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: May 2, 2022

Date submitted: 04/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding liaison reports.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Items of Community Interest

Item 8.C

Receive and discuss a
presentation regarding Liaison
Reports.

Transparency

It is recommended that if a Councilmember desires to make a report, the Councilmember provide the subject of the report to the City Secretary so the item may be posted on the agenda.

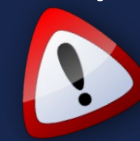


This practice:

- will ensure that the public is informed of each subject that will be discussed at each meeting and
- will not impair the ability of Councilmembers to report on “items of community interest.”

Items of Community Interest

1. Expressions of thanks, congratulations, or condolence;
2. Information regarding holiday schedules;
3. An honorary or salutary recognition of a public official, public employee, or other citizen (does not include a discussion of a change in status of public office or employment);
4. A reminder about an upcoming event organized or sponsored by the City Council;
5. Information regarding a social, ceremonial, or community event organized or sponsored by another entity that was attended or is scheduled to be attended by a City Councilmember or a City employee; and
6. Announcements involving an imminent threat to the public health and safety that has arisen after the posting of the agenda.



A Report on Items of Community Interest Need not be Posted



IF:

- The report is given by staff or a Councilmember,
- No action is taken, and
- Possible action is not discussed.

Response for Matters (other than items of community interest) Not Posted



A Councilmember may:

- respond with a statement of specific factual information or recite the Council's existing policy on that issue;
- direct the person making the inquiry to visit with city staff about the issue; or
- offer to place the item on the agenda for discussion at a future meeting.

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: May 2, 2022

Date submitted: 03/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a request to vacate 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive, Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to abandon a portion of a 20-foot drainage easement and a 10-foot maintenance easement. The attached metes and bounds exhibit identifies the subject easement. The easement does not contain any drainage infrastructure such as swales or pipes and is not being utilized for drainage purposes. The Galveston County Consolidated Drainage District provided a letter of no objection regarding the request to abandon this portion of easement.

Public hearing notices were published in the newspaper and mailed to property owners within 200 feet. The P&Z Final Report is included in the attachments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Abandonment of the easement will provide the property owner more usable area of their lot, which is also encumbered with pipelines.

RECOMMENDATIONS

The Planning and Zoning Commission voted 4 to 0 (Commissioners Hinckley, Clark and Koerner were absent) unanimously in favor of the request.

ATTACHMENTS

1. Application_1309 Falling Leaf DE_Redacted
2. Planning Letter_1309 Falling Leaf DE
3. Exhibit Metes Bounds_1309 Falling Leaf DE
4. GCCDD Letter Of No Objection 1309 Falling Leaf Dr
5. Plat_Mustang Meadows Section 1
6. Aerial Map_1309 Falling Leaf Dr
7. Location Map_1309 Falling Leaf Dr
8. Zoning Map_1309 Falling Leaf Dr
9. PZ Final Report 1309 Falling Leaf Dr Vacate Drainage Esmt 04-22-2022



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

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

APPLICANT NAME: ROSS H. EUBANKS Phone: 512-694-2980
Mailing Address: 1309 FALLING LEAF DR.
City: FRIENDSWOOD State: TX Zip: 77546 Fax: _____
Email Address: _____

SUBJECT PROPERTY INFO:

Subdivision Name: MUSTANG MEADOWS, SEC 1 Street Name: FALLING LEAF DR.
Abutting Blocks: N/A Abutting Lots: 8
Vacate the following: ☐ Right-of-Way ☒ Easement
Reason for vacation request: VACATE DORMANT DRAINAGE EASEMENT

Related City applications which are pending: NONE

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

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

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

☒ None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer
☐ Storm Drain ☐ Unknown ☐ Other _____

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

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

Applicant's Signature: [Signature] Date: 2/16/2022

Received By: <u>Becky Bennett</u>	Application Number: <u>2022-0022</u>
Property Owner Notices: <u>3-11-2022</u>	Received Date: <u>2-16-2022</u>
	Public Hearing Dates: <u>3-21, 4-4</u>

Acknowledgment Of Adjacent Property Owners

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

Printed Name: NO ADJACENT LANDOWNERS

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____



Texas American Title Company
Title Department
2000 Bering Drive, Suite 1000
Houston, Texas 77057
713-988-9999

City Planning Letter

GF Number: 2791022-00749

Date: January 27, 2022

To: City of Friendswood
Engineering Department
15355 Blackhawk Blvd.,
Friendswood, TX 77546

Texas American Title Company ("Title Company") certifies that a diligent search of the real property records of Texas American Title Company's title plant has been made, as to the herein described property, and as of 8:00 AM on the **17th day of January, 2022**, we find the following:

Property Description (including metes and bounds):

Lot Seven (7), Block One (1), MUSTANG MEADOWS, SECTION ONE (1), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas.

Owner(s) of Record:

Ross H. Eubanks and Kerrie Eubanks

By virtue of General Warranty Deed, dated August 11, 2021, as recorded under County Clerk's File No. 2021058843

Deed Restrictions:

Restrictive Covenants set out in Plat Recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas and those contained in instrument recorded in Volume 2486, Page 668 of the Deed Records of Galveston County, Texas.

Easements and other encumbrances:

Building set back lines and easements as set forth in the plat recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas.

Potable Water Easement recorded under County Clerk's File No. 2008066238 of the Official Public Records of Galveston County, Texas.

Thirty (30') foot Drainage Easement along the southerly property line set out in Plat Recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas.

Twenty (20') foot Drainage Easement along the easterly property line set out in Plat Recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas.



Texas American Title Company
Title Department
2000 Bering Drive, Suite 1000
Houston, Texas 77057
713-988-9999

Ten (10') foot Drainage Access Easement for Maintenance set out in Plat Recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas.

Lien Holder(s):

None of Record.

No examination has been made as to abstracts of judgments; state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Texas American Title Company, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Texas American Title Company assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Texas American Title Company of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Texas American Title Company assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Texas American Title Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which only the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Texas American Title Company disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Texas American Title Company liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Texas American Title Company and will cover all actions arising by statute, in contract, or in tort.

Texas American Title Company

Jane Dooley-Fast

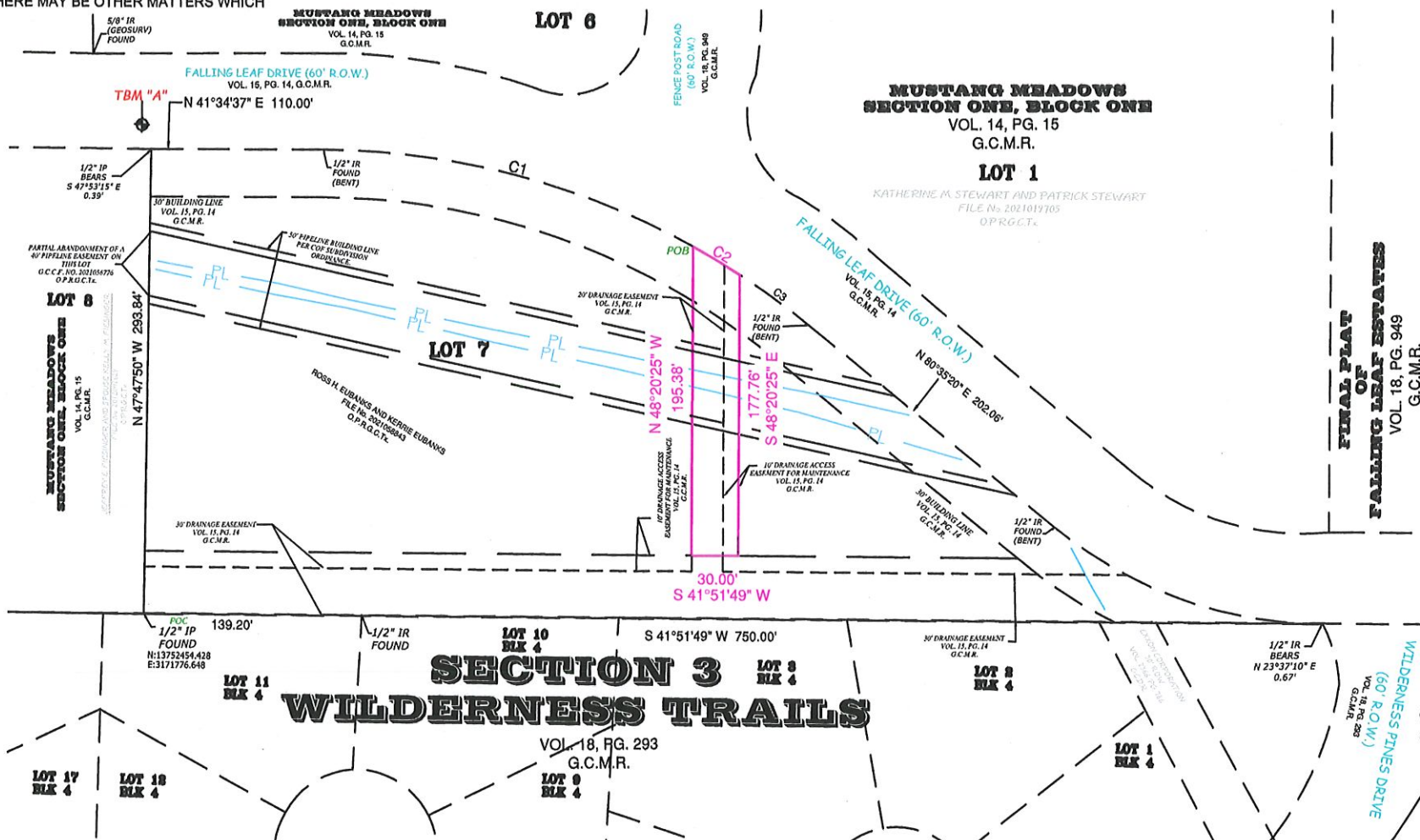
Jane Dooley-Fast
Title Examiner

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999867936.

EXHIBIT "A"

G.C.M.R.
O.P.R.G.C.Tx.
P.O.B.
P.O.C.
PG.
R.O.W.
VOL.

GALVESTON COUNTY MAP RECORDS
OFFICIAL PUBLIC RECORDS GALVESTON COUNTY TEXAS
POINT OF BEGINNING
POINT OF COMMENCING
PAGE
RIGHT OF WAY
VOLUME



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	492.25'	245.99'	243.44'	N 55°12' 26" E	28°37' 57"
C2	492.25'	34.85'	34.85'	N 72°14' 09" E	4°03' 24"
C3	492.25'	54.33'	54.27'	N 77°25' 25" E	6°19' 10"



SCALE: 1"=100'

SECTION 3 LOT 3 WILDERNESS TRAILS BLK 4

SURVEYOR:
F.M.S. SURVEYING
19701 STATE HIGHWAY 6,
MANVEL, TEXAS 77578
CONTACT: JASON P. SHERIDAN
PHONE: (281) 519-8530, EXT. 102
TBPLS FIRM # 10040400
www.fmssurveying.com
FMS No. 66100
DRAFTING: REC



5,597 SQUARE FEET
OUT OF LOT SEVEN (7), BLOCK
ONE (1), MUSTANG MEADOWS.
SECTION ONE (1), A
SUBDIVISION IN GALVESTON
COUNTY, TEXAS IN THE R.
HOPPEL SURVEY, ABSTRACT
83 AND SARAH McKISSICK
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ACCORDING TO MAP OR PLAT
THEREOF RECORDED IN
VOLUME 15, PAGE 14 OF THE
MAP RECORDS OF
GALVESTON COUNTY, TEXAS.

FEBRUARY 11, 2022

SHEET 1 OF 2

EXHIBIT "B"

METES & BOUNDS DESCRIPTION

OF

a 5,597 square foot tract of land for the purposes of partial vacation of a 20' Drainage Easement and 10' Drainage Access Easement for Maintenance on Lot seven (7), Block one (1), Mustang Meadows, Section one (1), recorded under Volume 15, Page 14 (Vol. Pg.) Galveston County Map Records (G.C.M.R.), out of and being part of that certain tract of land described in deed to Ross H. Eubanks and Kerrie Eubanks under Galveston County Clerk's File Number (G.C.C.F. No.) 2021058843, being situated in the R. Hoppel Survey, Abstract Number 83 and Sarah McKissick League, Abstract Number 151, with said 5,597 square foot tract of land being further described in metes and bounds as follows:

COMMENCING at a 1/2 iron pipe found at the South corner of Lot 7, at the Southeast corner of a certain tract of land described in deed to Jeffrey E. Fiesinger and Spouse Kelly M. Fiesinger, recorded under Galveston County Clerk's File Number (G.C.C.F. No.) 2012042629, Official Public Records Galveston County Texas (O.P.R.G.C.Tx.) and being Lot 8 of Mustang Meadows, Section 1, Block 1, in the North line of Section 3, Wilderness Trails, recorded under Volume 18, Page 293 (G.C.M.R.);

THENCE: N 47°47'50" W, along and with the East line of the Fiesinger tract and the West line of the Eubanks tract, and to the South right-of-way line of Falling Leaf Drive (called 60 feet in width), as shown on map recorded under Vol. 15, Pg. 14 G.C.M.R., a distance 293.84 feet to a Point for Corner, same being the Northwest corner of the Eubanks tract and the Northeast corner of the Fiesinger tract, from which bears a 1/2-inch iron pipe S 47°53'15" E, a distance of 0.39 feet;

THENCE: N 41°34'37" E, departing from the Northwest corner of the Eubanks tract and Northeast corner of the Fiesinger tract, along and with the North line of the Eubanks tract and South right-of-way line of Falling Leaf Drive, a distance of 110.00 feet to a 1/2-inch iron rod found disturbed and the beginning of a curve to the right;

THENCE: continuing along said curve and with the North line of the Eubanks tract and the South right-of-way line of Falling Leaf Drive, having a radius of 492.25 feet, a chord bearing of N 55°51'26" E, a chord distance of 243.44 feet to a Point for Corner, same being the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE: continuing along the curve to the right, along and with the North line of the Eubanks tract and the South line of Falling Leaf Drive right-of-way, said curve having a radius of 492.25 feet, a chord bearing of N 72°14'09" E, a chord distance of 34.85 feet to a Point for Corner, same being the Northeast corner of this tract;

THENCE: S 48°20'25" E, departing from the South right-of-way line of Falling Leaf Drive, crossing a Partial abandonment of a 40 foot Pipeline Easement on Lot 7, Block 1 of said Mustang Meadows Subdivision, recorded under G.C.C.F. No. 2021056776, (O.P.R.G.C.Tx.), along and with the East line of this tract, a distance of 177.76 feet to a Point for Corner, same being the Southeast corner of the herein described tract;

THENCE: S 41°51'49" W, along and with the Southeast line of this tract, a distance of 30.00 feet to a Point for Corner, same being the Southwest corner of this tract;

THENCE: N 48°20'25" W, along and with the Southwest line of this tract, crossing said 40 foot Partial Abandoned Pipeline Easement, a distance of 195.38 feet to a point for corner and **POINT OF BEGINNING** and containing 5,597 square feet of land.

Scott R. Sheridan

Scott R. Sheridan
Registered Professional
Land Surveyor No. 6171

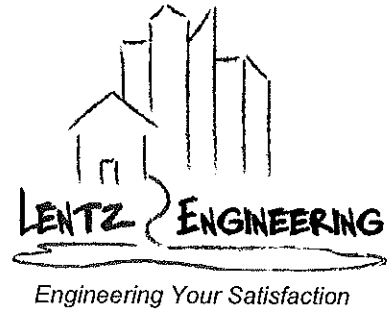


FEBRUARY 11, 2022

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F.M.S. SURVEYING
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DRAFTING: REC



SHEET 2 OF 2



September 13, 2016

The Board of Directors
c/o Mr. Joseph Anderson
Galveston County Consolidated Drainage District
1605 Whitaker
Friendswood, Texas 77546

Re: No objection letter
Drainage Easement Abandonment
1309 Falling Leaf
LE-16001

To the Board of Directors:

We have no objection to the abandonment of the 20' drainage easement for 1309 Falling Leaf.
The easement does not appear to be of any use to the District.

If you have any questions or require any further information, please do not hesitate to call.

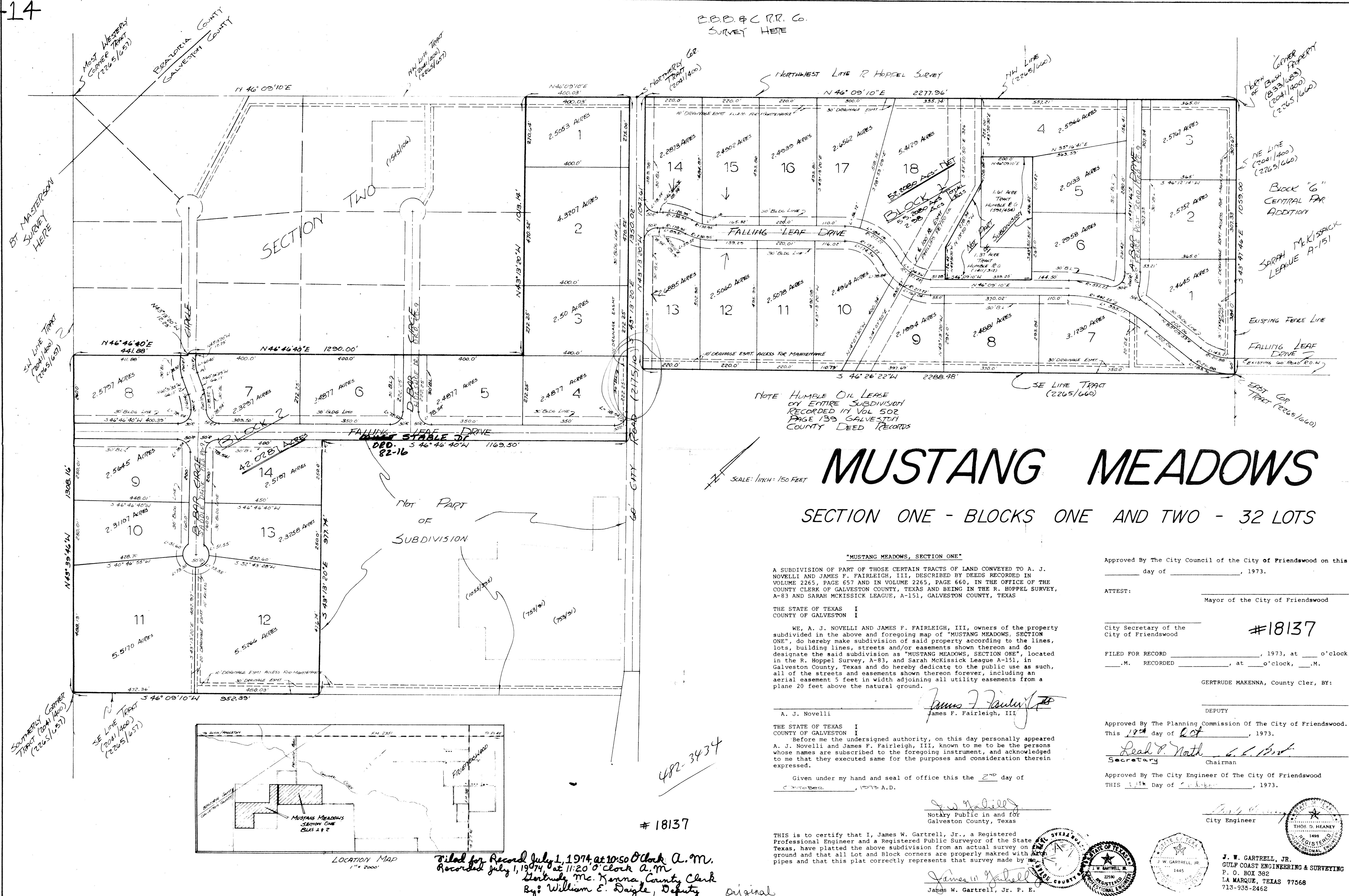
Sincerely,
Lentz Engineering, LLC

A handwritten signature in black ink, appearing to read "Jarrod D. Aden", is written over a horizontal line.

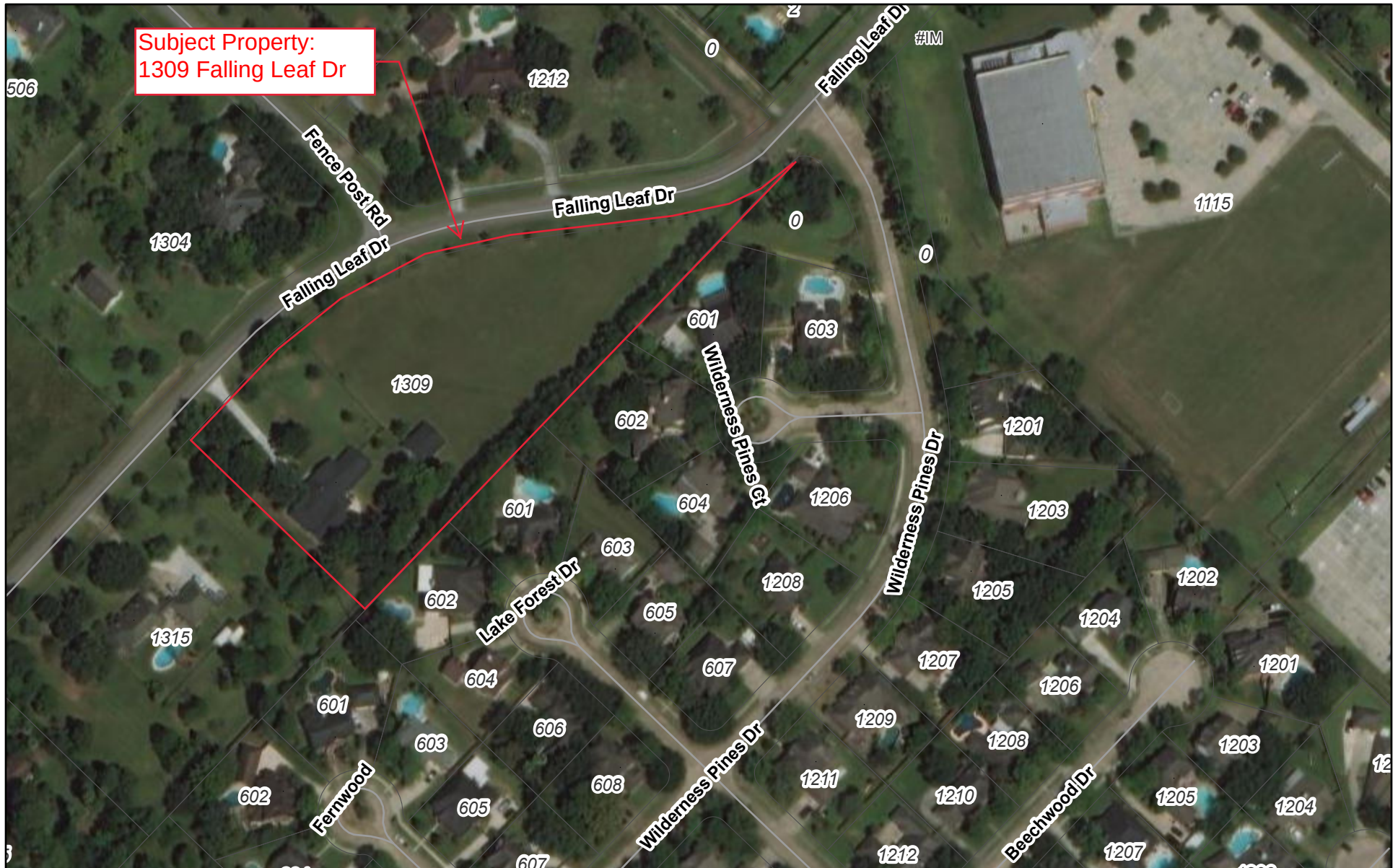
Jarrod D. Aden, P.E., C.F.M.
President

cc: Ms. Rhonda Sykes

15-14

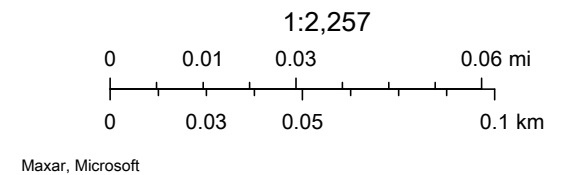


ArcGIS Web Map

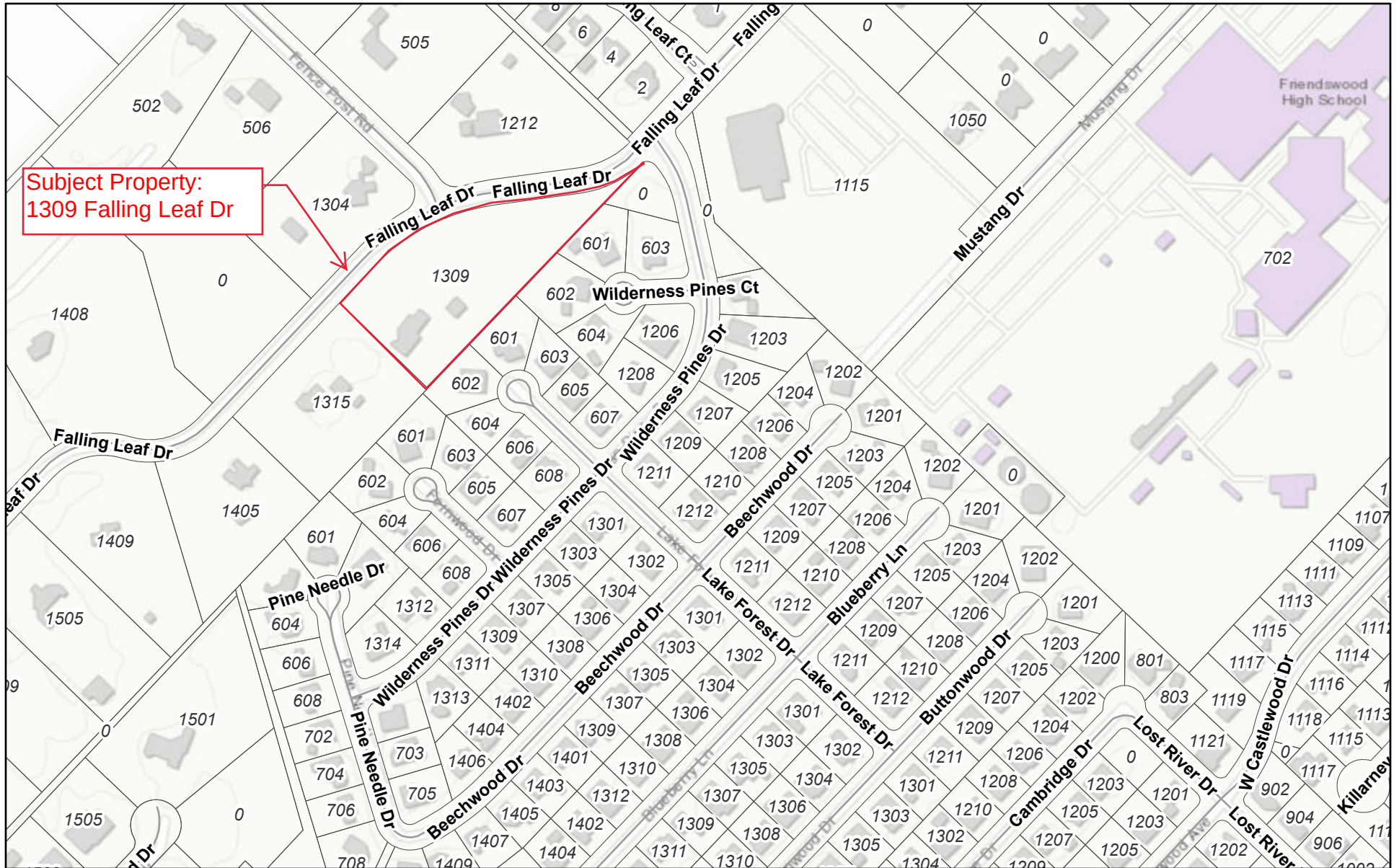


2/17/2022, 3:40:15 PM

 City Limits City of Friendswood - Address Points Layer
 Streets  Parcels



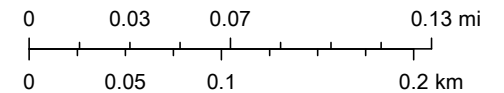
ArcGIS Web Map



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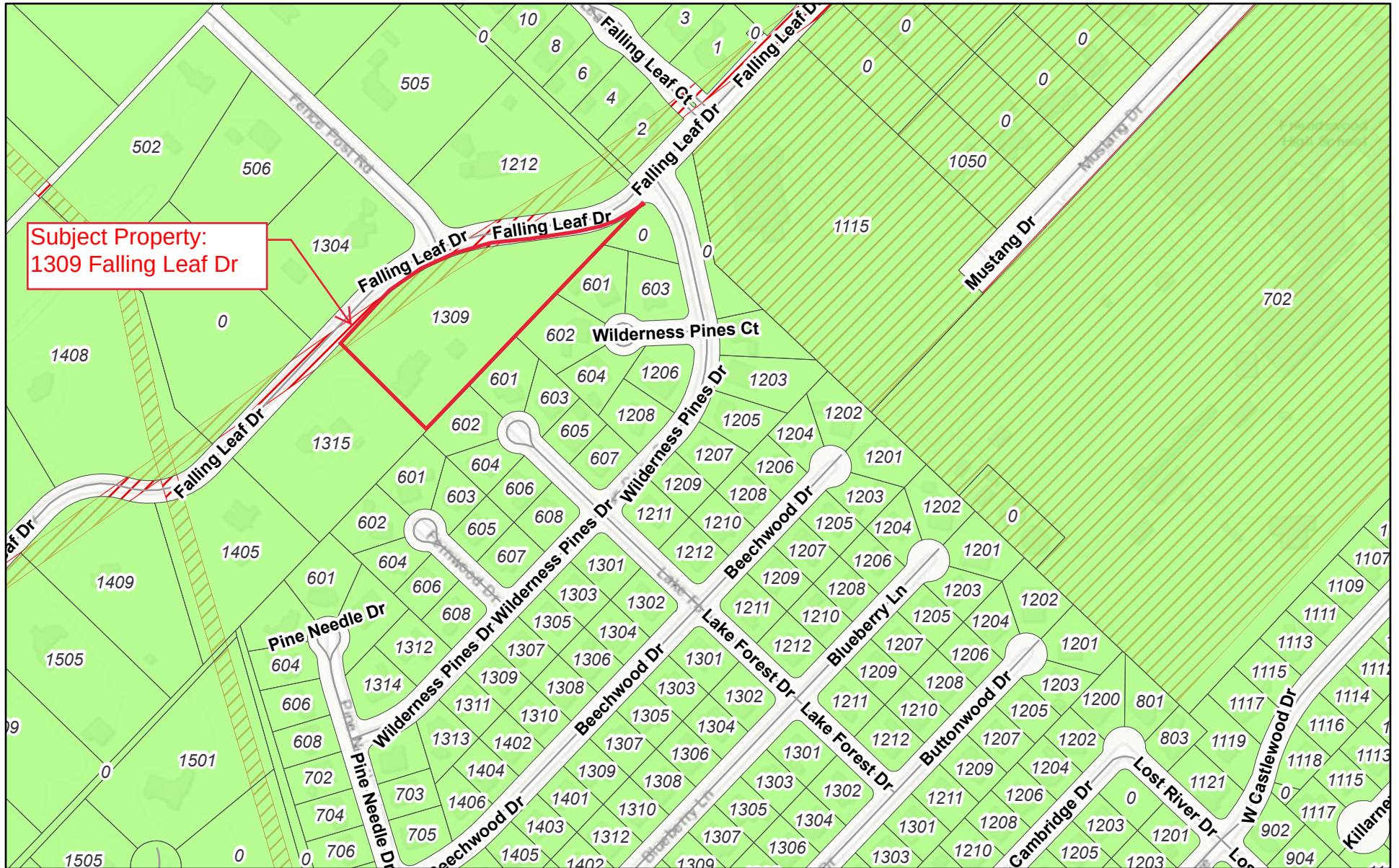
 City Limits  Streets  Parcels

1:4,514



City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

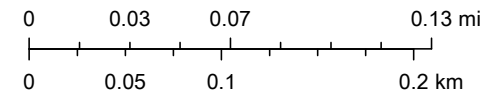
ArcGIS Web Map



2/17/2022, 3:36:05 PM

- City Limits
- Parcels
- Specific Use Permits
- Streets
- Zoning of Parcels
- SFR

1:4,514



City of Houston, HPB, Brazoria County, Texas Parks & Wildlife, Esri, HERE,

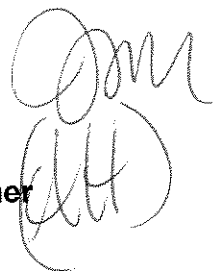
Memo

To: Mayor and City Council

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

Date: April 21, 2022

Re: Request to vacate a 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive



Said easement being a 5,597 square foot tract of land out of Lot 7, Block 1, Mustang Meadows Section 1, a subdivision in the R. Hoppel Survey, Abstract 83 and Sarah McKissick League, Abstract 151, according to the map or plat thereof recorded in Volume 15, Page 14 of the map records of Galveston County in Friendswood, Galveston County, Texas.

At the Planning and Zoning Commission meeting held April 14, 2022, following the Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 4-0 (Commissioners Hinckley, Clark and Koerner were absent) to approve the request to vacate a 20-foot wide drainage easement and a 10-foot wide drainage access easement for maintenance.

The easements do not contain any drainage infrastructure such as swales or pipes and are not being utilized for drainage purposes. The Galveston County Consolidated Drainage District reviewed these easements and provided a letter of no objection regarding the request to abandon both easements.

The drainage easement and drainage access easement for maintenance running along the rear of the lot will remain and are accessible from Falling Leaf Drive. There are also overhead power distribution lines and poles within the drainage easement running along the rear of the property. Adjacent property owners expressed concern about abandoning the subject easements during the public hearing because they were concerned that the power company would need these easements to gain access to the power poles and lines. The subject easement is specifically

designated as a drainage easement and is only authorized for that use and the Commission felt that the power lines and poles along the lot could be reasonably accessed from other locations.

The Planning & Zoning Commission recommends approval of the request to vacate the drainage and drainage access easements.

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: May 2, 2022

Date submitted: 03/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first reading of an ordinance approving a request to vacate 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive, Friendswood, Galveston County, Texas.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to abandon a portion of a 20-foot drainage easement and a 10-foot maintenance easement. The attached metes and bounds exhibit identifies the subject easement. The easement does not contain any drainage infrastructure such as swales or pipes and is not being utilized for drainage purposes. The Galveston County Consolidated Drainage District provided a letter of no objection regarding the request to abandon this portion of easement.

Public hearing notices were published in the newspaper and mailed to property owners within 200 feet. The P&Z Final Report is included in the attachments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Abandonment of the easement will provide the property owner more usable area of their lot, which is also encumbered with pipelines.

RECOMMENDATIONS

The Planning and Zoning Commission voted 4 to 0 (Commissioners Hinckley, Clark and Koerner were absent) unanimously in favor of the request.

ATTACHMENTS

1. Ordinance - Abandonment of Drainage Easements at 1309 Falling Leaf Drive
2. Exhibit A - Quitclaim Deed

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE ABANDONMENT OF THE CITY'S INTEREST IN A TWENTY-FOOT (20') WIDE DRAINAGE EASEMENT AND A TEN-FOOT (10') WIDE DRAINAGE EASEMENT ACCESS FOR MAINTENANCE OVER AND ACROSS PROPERTY LOCATED AT 1309 FALLING LEAF DRIVE FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE CITY'S INTEREST IN SAID EASEMENTS; AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, a twenty-foot (20') wide drainage easement and a ten-foot (10') wide drainage easement access for maintenance were dedicated to the public by way of a subdivision plat known as Mustang Meadows, Section One (1) and recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas, over and across the certain property located at 1309 Falling Leaf Drive, Friendswood, Texas, which property is more specifically described as Lot 7, Block 1 of Mustang Meadows, Section One, according to the map or plat thereof recorded as Volume 15, Page 14 of the Map Records of Galveston County, Texas (collectively the "Easements"); and

WHEREAS, Ross H. Eubanks and Kerrie Eubanks, the owners of said property (the "Owners"), applied to the City to vacate said drainage easement and drainage easement access for maintenance identified as a 5,597-square-foot tract out of Lot Seven (7), Block One (1), Mustang Meadows, Section One (1), a subdivision in Galveston County, Texas, in the R. Hoppel Survey, Abstract 83 and Sarah McKissick League, Abstract 151, according to the map or plat thereof recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas; and

WHEREAS, pursuant to Section 70-25 of the Friendswood City Code, Owners supplied all required information to the City for the vacation of the Easements; and

WHEREAS, after conducting a public hearing in the time and manner required by law, the Planning and Zoning Commission of the City of Friendswood provided its final report recommending approval of the request to vacate the Easements to the City Council; and

WHEREAS, on May 2, 2022, the City Council conducted a public hearing to consider any public comments concerning the request to vacate the Easements; and

WHEREAS, after considering the testimony and evidence received at the public hearing as well as the application of the Owners, the City Council has determined that the Easements are no longer necessary for the City; and

WHEREAS, City Council has further 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, the Friendswood City Code, and all other applicable laws; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood, Texas, hereby authorizes the abandonment of the City's interest in the drainage easement and drainage easement access for maintenance encumbering the following property:

5,597 square feet out of Lot Seven (7), Block One (1), Mustang Meadows, Section One (1), a Subdivision in Galveston County, Texas, in the R. Hoppel Survey, Abstract 83 and Sarah McKissick League, Abstract 151, according to the map or plat thereof recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 3. That Mayor is hereby authorized to execute the Quitclaim Deed, which is attached as Exhibit "A."

Section 4. This ordinance shall take effect immediately from and after its final adoption by the City Council of the City of Friendswood, Texas.

PASSED and APPROVED on first reading this 2nd day of May, 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 6th day of June, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

Exhibit "A"

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

QUITCLAIM DEED

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

THAT the CITY OF FRIENDSWOOD, a home-rule municipality located in Galveston and Harris Counties, Texas, as TRANSFEROR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the TRANSFEREES herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, QUITCLAIMS, TRANSFERS, AND ASSIGNS to ROSS H. EUBANKS AND KERRIE EUBANKS, as TRANSFEREES, all TRANSFEROR's right, title, and interest in and to the property depicted in Exhibit "A" and described in Exhibit "B," which exhibits are attached hereto and incorporated herein for all intents and purposes.

TO HAVE AND TO HOLD all of TRANSFEROR's right, title, and interest in and to the property herein transferred, together with all and singular the rights and appurtenances belonging in any way to TRANSFEROR, by TRANSFEREES and TRANSFEREES' heirs, successors or assigns, forever. Neither TRANSFEROR nor TRANSFEROR's successors or assigns shall have, claim, or demand any right, title, or interest in all or any part of the Property.

EXECUTED this the ____ day of _____, 2022.

TRANSFEROR:
CITY OF FRIENDSWOOD

BY: _____
MIKE FOREMAN, Mayor

STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

Before me, _____, the undersigned notary public, on this day personally appeared MIKE FOREMAN, the Mayor 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 he executed the same for the purposes and consideration therein expressed on behalf of the City of Friendswood in the capacity stated.

SUBSCRIBED AND SWORN before me this ____ day of _____, 2022.

Notary Public in and for the State of
Texas

My commission expires: _____

TRANSFEROR'S ADDRESS:
CITY OF FRIENDSWOOD
OFFICE OF THE CITY SECRETARY
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

RETURN TO TRANSFEREES:
ROSS H. EUBANKS
KERRIE EUBANKS
1309 FALLING LEAF DRIVE
FRIENDSWOOD, TEXAS 77546

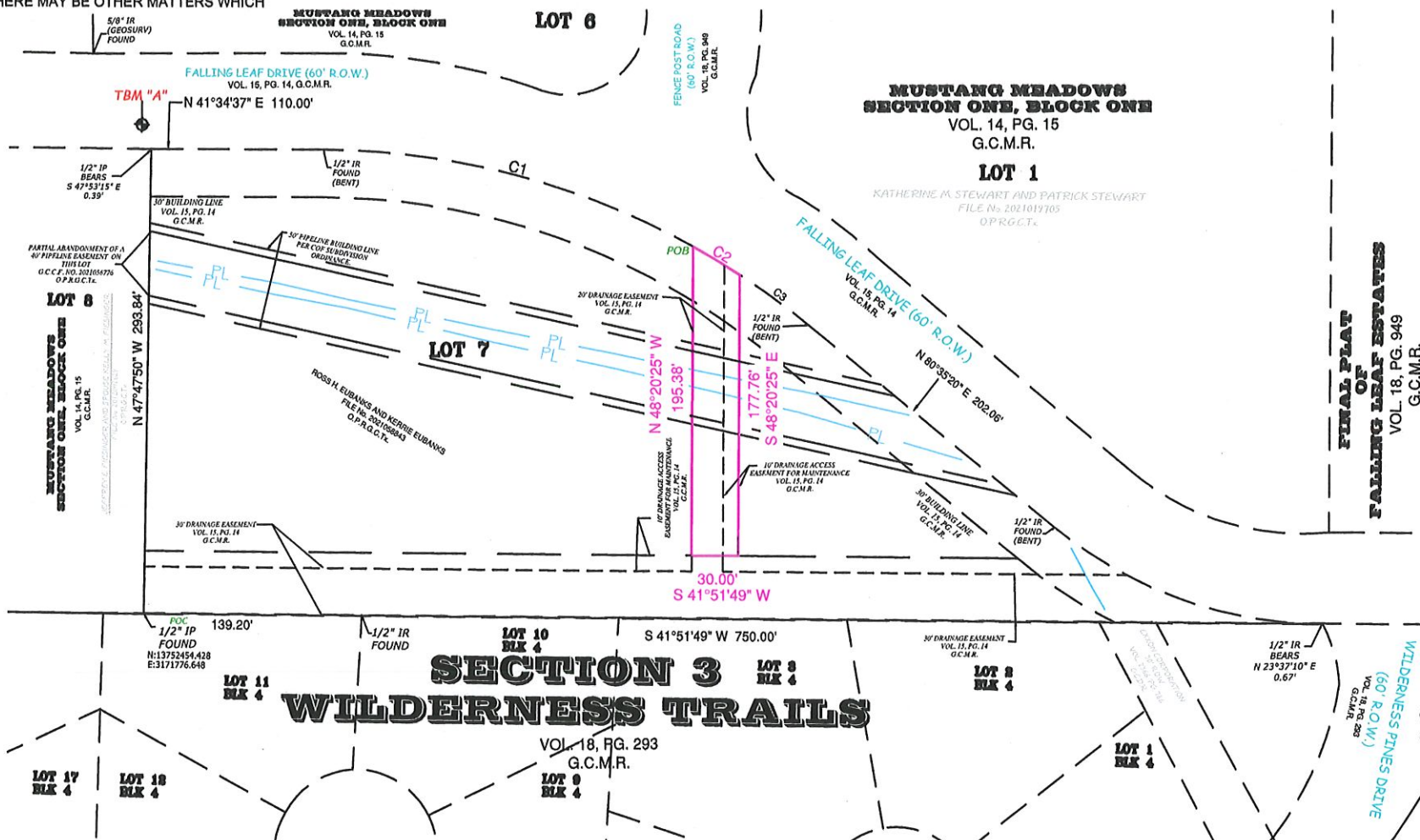
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EXHIBIT "A"

G.C.M.R.
O.P.R.G.C.Tx.
P.O.B.
P.O.C.
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FEBRUARY 11, 2022

SHEET 1 OF 2

EXHIBIT "B"

METES & BOUNDS DESCRIPTION

OF

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THENCE: N 41°34'37" E, departing from the Northwest corner of the Eubanks tract and Northeast corner of the Fiesinger tract, along and with the North line of the Eubanks tract and South right-of-way line of Falling Leaf Drive, a distance of 110.00 feet to a 1/2-inch iron rod found disturbed and the beginning of a curve to the right;

THENCE: continuing along said curve and with the North line of the Eubanks tract and the South right-of-way line of Falling Leaf Drive, having a radius of 492.25 feet, a chord bearing of N 55°51'26" E, a chord distance of 243.44 feet to a Point for Corner, same being the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE: continuing along the curve to the right, along and with the North line of the Eubanks tract and the South line of Falling Leaf Drive right-of-way, said curve having a radius of 492.25 feet, a chord bearing of N 72°14'09" E, a chord distance of 34.85 feet to a Point for Corner, same being the Northeast corner of this tract;

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THENCE: S 41°51'49" W, along and with the Southeast line of this tract, a distance of 30.00 feet to a Point for Corner, same being the Southwest corner of this tract;

THENCE: N 48°20'25" W, along and with the Southwest line of this tract, crossing said 40 foot Partial Abandoned Pipeline Easement, a distance of 195.38 feet to a point for corner and **POINT OF BEGINNING** and containing 5,597 square feet of land.

Scott R. Sheridan

Scott R. Sheridan
Registered Professional
Land Surveyor No. 6171



FEBRUARY 11, 2022

SURVEYOR:
F.M.S. SURVEYING
19701 STATE HIGHWAY 6,
MANVEL, TEXAS 77578
CONTACT: JASON P. SHERIDAN
PHONE: (281) 519-8530, EXT. 102
TBPLS FIRM # 10040400
www.fmssurveying.com
FMS No. 66100
DRAFTING: REC



SHEET 2 OF 2

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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update of the Spring Sparkle clean-up event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

85.24 tons of trash
5,242 lbs. of Electronics
6,900 lbs. of shredding
450 cars drove thru the event
Garage sale collected \$1,000
45 volunteers KFB & Students from FHS

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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the Friendswood Public Library Summer Reading Programs.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The theme for this year's Friendswood Library Summer Reading Series is Oceans of Possibilities.

Some highlights:

- Summer Kickoff – Wednesday, June 1 from 6-8 pm, including a Story Walk, a Glitter Tattoo artist & snacks
- Craft programs for all ages every week
- Performers for all ages every week
- An interactive Movie night on Friday, June 17

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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding Concerts in the Park.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

THE MITCH & ARTHA WRIGHT

Concert IN THE Park

LIVE PERFORMANCES

May 6th FHS Jazz	June 3rd Prince Tribute Prince Music
May 13th Modulation Variety	June 10th CTS Queen of Tejano & Latin Tribute
May 20th Gary-Michael Dahl Smooth Jazz/R&B	June 17th Guns n Texas Guns n Roses Tribute
May 27th Black Friday Project Classic Rock/R&B	June 24th Texas Eagles Eagles Tribute

Stevenson Park Gazebo | 7 PM

All concerts are free to the public. Prizes are given out during intermission. Concerts will take place at the Stevenson Park Gazebo, 1100 S. Friendswood Dr. All concerts will begin at 7:00 p.m., and end at approximately 9:00 p.m. Bring your blankets, lawn chairs, refreshments, dinner and/or a snack and sit back and enjoy an evening of fun and family entertainment sponsored by the City of Friendswood Parks & Recreation Department.

If you would like to be a sponsor and/or provide a door prize for one or more of the concerts please contact James Toney at 281-996-3220.

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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present and update regarding the Youth Fishing Derby.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE



IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 04/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update on general commercial and residential developments.

Originating Department: Community Development

Degree of importance: Many projects that had been put on hold due to pandemic effects or long lead times for materials over the last year have reemerged. This activity, in addition to the projects that were able to continue progress, has had a noticeable effect on development within the City. Both commercial and residential development have outpaced the fiscal year to date in comparison to the same time period in 2021.

Fiscal Year 2022 Approved Projects through March

- 14 Plats
- 7 Site Plans
- 7 Zone Changes

Recent Notable Project Progress

- Red Ball Oxygen obtained commercial site plan approval
- Ocean Sushi& Ramen build-out permit issued
- Tropical Smoothie Cafe build-out permit issued
- Avalon Recreation Center obtained commercial site plan approval
- City of Friendswood Public Safety Building and Fire Station 2 construction underway

Fiscal Year to Date Development Notable Metrics

- There have been 76 new home permits issued with an average valuation of \$444,659. An increase of 20 permits and \$131,885 in average value over the same time period in 2021.
- The total valuation of new residential homes YTD is \$33,794,061. An increase of \$16,278,702 in total valuation over the same time period in 2021.
- There have been 46 new commercial and commercial build-out permits issued compared to 30 similar permits issued in the same time period in 2021.
- YTD total valuation of ALL permits is \$70,124,853. An increase of \$29,002,266 over the same time period in 2021.

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 04/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present information regarding Public Works Week, May 15 - 21, 2022.

Originating Department: City Manager

Degree of importance: The City Manager will present information regarding Public Works Week, May 15 - 21, 2022.

SUMMARY / ORIGINATING CAUSE

Public Works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of City of Friendswood.

Other National Weeks and Days recognized in May:

Building Safety Month

Hurricane Preparedness Week May 1-7

National Municipal Clerk's Week May 1-7

National Police Week May 15-21

5/4 – International Firefighters Day

5/13 – Receptionists Day

5/15 – Peace Officers Memorial Day

5/15 – Bike to Work Day

In April we recognized:

Telecommunicators Week, April 10-16, 2022.

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: May 2, 2022

Date submitted: 03/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the City Manager to negotiate and execute pre-event standby contracts for disaster logistics with Garner Environmental Services Inc., and DRC Emergency Services, LLC.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute pre-event standby contracts for disaster logistics with Garner Environmental Services Inc., and DRC Emergency Services, LLC. These pre-event contracts provide emergency equipment (generators, pumps, light towers) in the event of an unforeseen declared emergency/disaster.

On March 16, 2022, the Fire Marshal's Office/Office of Emergency Management went out for Proposals RFP 2022-07 for Disaster Logistics. RFP 2022-07 was published in The Reporter News on March 16 & 23, 2022 and, as a result, four proposals were received: (i) Garner, (ii) EM Solutions, (iii) DRC Emergency Services, and (iv) Cotton Logistics. The proposals were opened on April 5, 2022, and after review, the selection committee recommended that the pre-event contracts for disaster logistics be awarded to the top two vendors, Garner and DRC Emergency Services, understanding that each event is different in size, complexity, and resource availability; therefore, the City will activate contracts based on driven needs. There is no recommendation for primary, secondary, or tertiary vendors.

The City will have access to the vendor's entire equipment and service inventory and will only be charged for the use of items when requested or ordered as a result of an emergency/disaster. FEMA requires that pre-event contracts are in place prior to an event.

There is no upfront cost for this contract to be in place. Funds would be appropriated only if a notice to proceed is issued by the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These pre-event contracts for emergency response equipment and services will assist in needed equipment and services after a declared emergency or disaster. Pre-event contracts are required for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. RFP 2022-07 DISASTER LOGISTICS v1.1
2. RFP 2022-07 Disaster Logistics Evaluation Summary

City of Friendswood, Texas

Request for Proposals



Disaster Logistics
For the City of Friendswood
RFP 2022-07

SUBMIT PROPOSALS TO:

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

Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

SUBMIT NO LATER THAN:

Tuesday, April 5th, 2022
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2022-07

I. INVITATION

The City of Friendswood, Texas (the “City”) invites the submittals of proposals (“Proposals”) from qualified individuals or firms (“Respondent”) interested in providing emergency response equipment, supplies, and services. Respondent is responsible for complying with all local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP. The City may choose to award more than one Respondent if it is in the best interest of the City.

II. SUBMITTAL PROCESS

Please submit one (1) marked original, one (1) copy, along with one (1) electronic copy on CD or flash drive by RFP opening time of 2:00 PM on Friday, Tuesday, April 5th, 2021. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the Respondent in a contract. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary’s Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Proposals sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2022-07.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that Respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5” by 11”) or, if folded to that dimension, twice letter size (11” by 17”). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

III. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Proposal for RFP 2022-07 Disaster Logistics

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one

copy of the transmittal letter shall contain the original signature in ink, by a person having authority to bind the Respondent in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization, and staffing of your firm.
2. Identify the project manager and each supervisor who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's experience in working with government agencies, to include, but not limited to the Federal Emergency Management Agency (FEMA).
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed in III.C.1. For each, please provide:
 - a. Project name and location,
 - b. Year completed,
 - c. Short description of project, and
 - d. Applicable references for each project.

D. Project Methodology

1. Provide a work plan that describes the firm's methodology, including a detailed project plan.
2. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.
3. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

IV. SCOPE OF WORK

The City requires the expertise of a Respondent or multiple Respondent to provide emergency response equipment, supplies, and services until such time the equipment, supplies, and/or services are no longer necessary as deemed by the City.

A. The Respondent is responsible for:

1. Providing a response by phone, email, or text within four (4) hours of a request for assistance.

2. Providing requested equipment, supplies, and services within seventy-two (72) hour notice of initial contact by phone, email, or text.
3. Plan for restocking resources from outside the immediate area, as local suppliers may be closed due to the disaster. Submit plan with your proposal.
4. Any additional equipment, personnel, staff, or resources to fulfill the contract.
5. Accurate invoices submitted to the City, at the minimum, weekly.
6. Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor(s) and Contract Manager.
7. Annually updating the Items listed in Attachment D.

B. The City is responsible for:

1. When possible, seventy-two (72) hour notice of need by phone, email, or text.
2. Written, twenty-four (24) hour notice to shut down operations.

V. SPECIFICATIONS

- A. The Respondent must have access to numerous and various types of equipment, supplies, and/or services. The Respondent must provide a fixed price for rates on all the equipment, supplies, and other services, as detailed in Attachment D, and other equipment, supplies, and other services which they can provide. Respondents are invited to add any additional equipment, personnel, and/or services not listed including the rates for these items separately.
- B. Documentation
 1. Respondent shall maintain documentation for any and all billed items.

VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a “short list”, Respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the Respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood’s best interest; or (6) cancel the entire process.
- H. Insurance – The Respondent shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Respondent, its agents, representatives, volunteers, employees or subconsultants. Respondent’s insurance coverage shall be primary insurance with respect to City, its officials, employees and agents. Any insurance or self-insurance maintained by City, its officials, employees or agents shall be considered in excess of Respondent’s insurance and shall not contribute to it. Further, Respondent shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

During the performance of the Services under this Agreement, Respondent shall maintain, at a minimum, the following insurance policies and coverages:

Commercial General Liability

- General Aggregate: \$2,000,000
- Products & Completed Operations Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Fire Damage \$500,000

- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

Business Automobile Policy

- Combined Single Limits: \$1,000,000 Coverage for "Any Auto"
- Waiver of Subrogation required.

Errors and Omissions (if applicable)

- Limit: \$1,000,000 for this project.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

Workers' Compensation

- Statutory Limits
- Employer's Liability \$500,000 Waiver of Subrogation required.

The following shall be applicable to all policies of insurance required herein.

- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VII or better.
- (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- (4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to City.
- (5) City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
- (6) Upon request and without cost to City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City.
- (7) Upon request and without cost to City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to City.
- (8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to City, and shall be carried in the name of Respondent. Respondent shall provide copies of insurance policies and endorsements required hereunder to City on or before the effective date of this Agreement.

I. Indemnification

THE RESPONDENT HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND SERVICES TO BE PROVIDED UNDER A CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE RESPONDENT, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE RESPONDENT, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH RESPONDENT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY RESPONDENT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE

CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE RESPONDENT OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE RESPONDENT'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHEREIN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE RESPONDENT AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

- J. Release -- In any agreement resulting herefrom, City will not consent to litigation or suit, and City hereby expressly revokes any consent to litigation that it may have granted by the terms of this RFP or any resulting contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. Respondent assumes full responsibility for its services performed and goods supplied hereunder and hereby releases, relinquishes and discharges City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Respondent's services to be performed or goods to be supplied hereunder. This release shall apply with respect to Respondent's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- K. No Right to Arbitration -- Notwithstanding anything to the contrary contained in this RFP, City and Respondent hereby agree that no claim or dispute between City and Respondent arising out of or relating to this RFP or any resulting agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that City is subjected to an arbitration proceeding notwithstanding this provision, Respondent consents to be joined in the arbitration proceeding if Respondent's presence is required or requested by City of complete relief to be recorded in the arbitration proceeding.
- L. Compliance with Laws -- In performance of the Services, Respondent will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

Texas Government Code, Chapter 2252 Statement -- By submission of a response to this request to proposal, the Respondent represents that, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code and except to the extent otherwise required by applicable federal law, neither the Respondent, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Respondent is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Texas Government Code Verifications -- By submission of a proposal, the Respondent represents and verifies that, for the term of any resulting contract for goods or services, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the Respondent, and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Respondent, (i) does not boycott Israel and will not boycott Israel during the term of any contract to be entered into with the City of Friendswood; (ii) does not boycott energy

companies and will not boycott energy companies during the term of any contract to be entered into with the City of Friendswood; and (iii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. As used herein the following definitions apply

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;but does not include:
 - a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTION OF OFFER

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

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

Submitted by:

(OFFICIAL FIRM name)

By:

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

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

(City, State, Zip code)

Phone #:

()

Fax #:

()

E-Mail Address:

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

ADDENDUMS/AMENDMENTS:

	Initials	Date acknowledged
1)	_____	_____
2)	_____	_____
3)	_____	_____

STATEMENT OF ORGANIZATION

1. Respondent

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contract: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

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

Section 1. (a)

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

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

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

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

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

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

Section	Item/Material/Equipment Bid	Reason

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

Firm

Agent

CONTRACTOR'S CAPACITY TO PERFORM

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

1. Availability to perform: _____

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

2. Equipment and operational items:

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

3. Personnel: _____

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

4. Other Resources: _____

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

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

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

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

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:

- The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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1. Access to Records
2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Agreement
4. Clean Air Act & Federal Water Pollution Control Act
5. Compliance with Federal Law, Regulations, and Executive Orders
6. Contract Work Hours and Safety Standards Act
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12. No Obligation by Federal Government
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16. Prohibition of Contracting for Covered Telecommunications Equipment or Services
17. Termination for Cause & Convenience
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1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

9. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

11. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of \$100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

14. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

17. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

18. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

**ATTACHMENT B
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee ☐ Tier If Known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		Signature _____ Print Name _____ Title _____ Telephone No. _____ Date: _____
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97) Reproduction

ATTACHMENT C
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that _____, Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

- _____ 1 Access to Records
- _____ 2 Byrd Anti-Lobbying Agreement
- _____ 3 Clean Air Act & Federal Water Pollution Control Act
- _____ 4 Compliance with Federal Law, Regulations, and Executive Orders
- _____ 5 Contract Work Hours and Safety Standards Act
- _____ 6 Debarment and Suspension
- _____ 7 Department of Homeland Security Seal, Logo, and Flags
- _____ 8 Domestic Preferences for Procurement
- _____ 9 Energy Efficiency
- _____ 10 Hold Harmless Agreement
- _____ 11 No Obligation by Federal Government
- _____ 12 Affirmative Socioeconomic Steps
- _____ 13 Potential Conflicts of Interest
- _____ 14 Procurement of Recovered Materials
- _____ 15 Program Fraud and False or Fraudulent Statements or Related Acts
- _____ 16 Prohibition on Contracting for Covered Telecommunications Equipment or Services
- _____ 17 Termination for Cause & Convenience
- _____ 18 Whistleblower Protection Act

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

ATTACHMENT D PRICING AND FEES

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name:

City of Friendswood RFP #: 2022-07

All work to be performed as described herein and comply with
all requirements as part of the Disaster Services RFP.

Quantity numbers provided may not represent actual order.

Quantities are estimated for unit rate evaluation purposes only.

Unit Cost Proposal					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Bid Item A: Generators					
A-001	50KW Generator	Each	1		\$ -
A-002	100KW Generator	Each	1		\$ -
A-003	200KW Generator	Each	1		\$ -
A-004	300KW Generator	Each	1		\$ -
A-005	400KW Generator	Each	1		\$ -
A-006	500KW Generator	Each	1		\$ -
Bid Item B: Cables					
B-001	50' of Cable	Unit	1		\$ -
B-002	100' of Cable	Unit	1		\$ -
Bid Item C: Light Tower					
C-001	Light Tower, 4,000 Watt	Each	1		\$ -
Bid Item D: Pumps					
D-001	Pump, 49HP	Each	1		\$ -
D-002	Pump, 74HP	Each	1		\$ -
Bid Item E: Traffic Control Devices					
E-001	Barricade, Type 1	Each	100		\$ -
E-002	Barricade, Type 2	Each	100		\$ -
E-003	Barricade, Type 3	Each	100		\$ -
E-004	Stop Sign, Portable (free standing)	Each	150		\$ -
Bid Item F: Message Board					
F-001	Message Board, Electronic Portable	Each	1		\$ -
Bid Item G: Fuel					
G-001	Diesel	Gallon	1		\$ -
G-002	Unleaded	Gallon	1		\$ -
G-003	Fuel Truck, able to directly fuel vehicle	Each	1		\$ -
Bid Item H: Portable Sanitation					
H-001	Portable Restroom, ADA Compliant	Each	1		\$ -
H-002	Hand Wash Station	Each	1		\$ -
H-003	Portable Restroom Trailer, 2-Station	Each	1		\$ -
H-004	Portable Restroom Trailer, 4-Station	Each	1		\$ -
Bid Item I: Services					
I-001	Electrician	Hour	1		\$ -
Bid Item J: Miscellaneous					
J-001	Miscellaneous	Unit	1		\$ -

EVALUATION SUMMARY
RFP 2022-07 Disaster Logistics

SCALE

1 = Very Limited 2 = Limited 3 = Acceptable 4 = Expected 5 = Exceptional

Garner

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	5	5	4	5	5	
FMO	Aiken, Adam	5	5	4	5	4	
PW	Ibarra, Rene	5	5	4	5	5	
ASO	Jeff Spears	5	3	4	5	5	
Total Points		20	18	16	20	19	
Weight		20%	25%	20%	25%	10%	
Weighted Total		1	1.125	0.8	1.25	0.475	4.7
Conversion to Points		20	22.5	16	25	9.5	93

EM Solutions

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	3	3	4	2	4	
FMO	Aiken, Adam	5	4	4	2	4	
PW	Ibarra, Rene	2	2	3	2	3	
ASO	Jeff Spears	5	5	4	1	3	
Total Points		15	14	15	7	14	
Weight		20%	25%	20%	25%	10%	
Weighted Total		0.75	0.875	0.75	0.4375	0.35	3.2
Conversion to Points		15	17.5	15	8.75	7	63.25

DRC Emergency Services

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	5	5	4	4	4	
FMO	Aiken, Adam	4	3	4	4	4	
PW	Ibarra, Rene	4	3	4	3	4	
ASO	Jeff Spears	5	5	5	3	4	
Total Points		18	16	17	14	16	
Weight		20%	25%	20%	25%	10%	
Weighted Total		0.9	1	0.85	0.875	0.4	4.0
Conversion to Points		18	20	17	17.5	8	80.5

Cotton Logistics

DEPT	Reviewer	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS	PROJECT METHODOLOGY	PRICING & FEES	REFERENCES	Totals
FMO	Mansfield, Brian	4	5	5	3	4	
FMO	Aiken, Adam	4	3	4	2	5	
PW	Ibarra, Rene	4	4	4	2	4	
ASO	Jeff Spears	5	5	5	2	4	
Total Points		17	17	18	9	17	
Weight		20%	25%	20%	25%	10%	
Weighted Total		0.85	1.0625	0.9	0.5625	0.425	3.8
Conversion to Points		17	21.25	18	11.25	8.5	76

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: May 2, 2022

Date submitted: 04/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the roles and responsibilities and the 2022 Strategic Plan of the Community and Economic Development Committee.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Over the duration of two CEDC meetings, Ron Cox, with Ron Cox Consulting, facilitated a retreat for the CEDC. The purpose of the retreat was twofold.

- Understand the roles and responsibilities of the Committee and identify key elements of the mission for the CEDC.
- Prepare a strategic plan for the CEDC.

The attached documents outline the process and planning that generated the updated Roles and Responsibilities and Mission Statement along with the Strategic Plan and Mission Elements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Friendswood CEDC - Report and Strategic Plan ADOPTED COUNCIL MTG



Report and Strategic Plan

**Adopted by CEDC
April 6, 2022**

**Prepared and Facilitated
By
Ron Cox Consulting**



REPORT AND STRATEGIC PLAN COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE PLANNING SESSION

CITY OF FRIENDSWOOD

December 1, 2021

Introduction

On December 1, 2021, the Community and Economic Development Committee (CEDC) of the City of Friendswood met for a planning session. The purpose of this meeting was twofold.

- Understand the roles and responsibilities of the Committee and identify key elements of the mission for the CEDC.
- Prepare a strategic plan for the CEDC.

The CEDC members and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

On March 2, 2022, the CEDC members met again to review the results of their earlier session and to complete their work. The prepared a mission statement and added goals and objectives to two of the Key mission elements. The additions are in red for ready reference.

Governance

In the December 1, 2021, session the facilitator noted there are several new members who have not been meeting long with the group. So, it is important to learn a little about each other, why we serve and what attributes we bring to the table.

The facilitator asked the members to tell why they serve on this important committee. They responded as follows.

CEDC members serve ...

- To benefit local businesses.
- To improve the quality of life in Friendswood.
- Help new businesses.
- Be an advocate for businesses.
- To attract the next generation of businesses.
- To identify and seek out talent from within the city and surrounding area to assist in overall economic development.
- Be prepared for those new businesses to come.
- To ensure land availability – not lose the land we have already designated for commercial purposes.
- To keep the city's tax base diversified, strong and balanced.
- To create legacy style facilities.
- Encourage relationships with local developers to invest in Friendswood.
- Establish a consistent message about the advantages of Friendswood and market it.

CEDC members were then asked to explain what individual attributes and skills they have to contribute to the work of the committee.

CEDC member attributes...

- A design background.
- Historical reference for the group.
- Real estate perspective
- Networking ability.
- Experienced entrepreneur.
- Active listener.
- Experience with the Greater Houston Partnership with its associated contacts.
- Passion and drive.
- Youth.
- Ability to influence others.
- Not afraid of change.

Finally the CEDC members were asked what they hoped to accomplish. They responded as follows.

- To develop a three to five year strategic plan.
- To have measurable strategies and goals.
- To identify tangible steps the CEDC can take to improve the economic health of the city.
- To gain an understanding of what the members can do between meetings to be effective.
- Clarify the mission and roles of the committee.
- Identify other partners to accomplish our mission.
- To know what the City Council expects of the CEDC.
- To learn how other similar organizations work together.

Roles and responsibilities

Morad Kabiri, City Manager, made a detailed presentation of the history of the CEDC, as well as its roles and responsibilities. He also discussed the current economic condition of the city and the impact the Committee can have on the overall economic health of the city. There are three key roles of the CEDC as follows.

- **Encourage commercial and industrial developments which are compatible with the image of Friendswood.**
- **Provide recommendations to the City Council regarding codes, ordinances, policies and procedures that assist economic development.**
- **Conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the City’s interests, needs, and image.**

Vision and Mission

In order to understand the context of their role the Vision of the City of Friendswood should be reviewed.

City of Friendswood - Vision Statement

Together we build our future in a friendly place to live, work, play, learn and worship

CEDC Mission

To champion a vibrant and competitive economy by providing leadership and resources for business attraction, retention, and expansion to enhance the quality of life.

Key Mission Elements

These elements are presented with no order of priority. It should be noted that these key elements can and should be reviewed regularly. Adjustments to the elements can be made any time to reflect the issues and challenges that may present themselves in the future.

- **Bring relevant and diverse businesses to Friendswood.**
- **Retain existing businesses in Friendswood.**
- **Market our city and its businesses to prospects and other influencers.**
- **Identify and build talent capable of expanding and sustaining the business community.**
- **Ensure a business-friendly city.**
- **Promote entrepreneurship.**
- **Collaborate with other relevant entities and partners to improve economic development.**

Strategic Planning

The facilitator led the participants in a SWOT analysis, identifying and discussing the strengths, weaknesses, opportunities, and threats for the CEDC, both organizationally and in the community. The weaknesses then were addressed by preparing strategies and goals designed to overcome the weaknesses. Finally, threats were identified that if not anticipated can get in the way of accomplishing the strategies and goals.

The participants were divided into two groups. Each group focused on strengths and weaknesses as follows.

Strengths

Group 1

- Friendswood has a local developer capable of leasing space before building.
- The buying power of consumer base (high household income) is high.
- There is an availability of land yet to be developed for commercial/industrial purposes.
- Friendswood has a highly educated workforce.

Group 2

- Residents have high median/disposable income.
- There is great community engagement.

- Residents have town pride.
- “We” are a target market now for some amazing businesses.

Weaknesses

Group 1

- Friendswood is not a destination of choice.
- The location is away from I-45.
- The city is landlocked and cannot expand beyond its current borders.
- The square foot price of commercial property is high compared to other commercial centers.
- There is a lack of identifiable town center.
- Many business owner(s) are reluctant to improve the looks of their properties.

Group 2

- Current businesses need to improve curb appeal.
- There is a need to improve infrastructure in central business area for parking and walkability.
- Location is not on I-45.
- There are a lack of entertainment options.
- There is little opportunity to “hop” from one business to another.
- High price of commercial sites (cost per square foot).

Weaknesses Rearranged

The weaknesses identified above, have been summarized and arranged to be within one of the identified mission elements.

- **Bring relevant and diverse businesses to Friendswood.**
 - Lack of entertainment options.
- **Retain existing businesses in Friendswood.**
 - Lack of identifiable town center.
 - High price of commercial sites (cost per square foot).
- **Market our city and its businesses to prospects and other influencers.**
 - Friendswood is not a destination of choice.
 - Location is away from I-45.
- **Identify and build talent capable of expanding and sustaining the business community.**
- **Ensure a business-friendly city.**
 - Inability to influence business owner(s) to improve the looks of their properties.
 - Current businesses need to improve curb appeal.
 - Need to improve infrastructure in central business area for parking and walkability.
 - City is landlocked and cannot expand beyond its current borders.
- **Promote entrepreneurship.**
- **Collaborate with other relevant entities and partners to improve economic development.**
 - Lack of opportunity to “hop” from one business to another.
 - Inability to influence business owner(s) to improve the looks of their properties.
 - Need to improve infrastructure in central business area for parking and walkability.

Opportunities – Strategies and Goals

The groups then brainstormed to identify opportunities to overcome the weaknesses. These opportunities are the basis for the strategies and goals prepared below.

- **1.0 Bring relevant and diverse businesses to Friendswood.**
 - 1.1 Identify and establish a plan to bring more entertainment venues to the city.
 - 1.2 Review and make recommendations for adjustments to the zoning classifications for the “panhandle” area on FM 2351 for appropriateness for full utilization.
- **2.0 Retain existing businesses in Friendswood.**
 - 2.1 Develop a plan for and work with local business owners to promote “hopping” from one business to another.
 - 2.1.1 Cluster a diversity of businesses according to hours of operation and seek opportunity for business hopping.
- **3.0 Market our city and its businesses to prospects and other influencers.**
 - 3.1 Create and distribute a marketing plan that emphasizes the strengths of the community
 - 3.2 Place marketing signs for various businesses on “blue” exit signs on I-45.
- **4.0 Identify and build talent capable of expanding and sustaining the business community.**
 - 4.1 Partner with schools (ISDs and colleges) and businesses to showcase and connect businesses with emerging talent in Friendswood.
 - 4.2 Establish a process for identifying and utilizing “stay-at-home” parents and their talents.
 - 4.3 Host a job fair to connect businesses with local talent.
 - 4.4 Partner with the library to train others to market their talents and skills.
- **5.0 Ensure a business-friendly city.**

- 5.1 Establish a consulting designers’ program to assist local businesses in improving their curb appeal.
- 5.2 Review and make recommendations to improve the façade grant program to assist local businesses in making curb appeal improvements.
- **6.0 Promote entrepreneurship.**
 - 6.1 Partner with schools and students to provide opportunity for entrepreneurship.
 - 6.2 Explore opportunities for developing cooperative workspace to engage entrepreneurs.
 - 6.3 Determine funding sources for entrepreneurship startups.
 - 6.4 Establish a day-long event for young talent and entrepreneurs to shadow businesses in Friendswood.
- **7.0 Collaborate with other relevant entities and partners to improve economic development.**
 - 7.1 Collaborate with KFB for corridor improvements to improve curb appeal of city rights of way and entryways.
 - 7.2 Identify needs and develop a plan to improve the infrastructure in the downtown area for parking and walkability.
 - 7.2.1 Work with our partners, FDFA, FDEDC and TxDOT.

Threats

Finally, Council and staff identified threats to accomplishing the goals and strategies that have been identified.

- Lack of funding to accomplish the tasks.
- Lack of buy-in by business owners.
- Lack of alignment with Council goals.
- Natural disasters.
- Poor infrastructure – lack of connectivity

**Follow up Planning Session
January 5, 2022**

On January 5, 2022, the CEDC members met in follow up session with Ron Cox facilitating the process. They reviewed their key mission elements. They reviewed the strategies established at the December 1, 2021, session and added to them. The Strategic Plan below reflects the additions and changes from the December 1 report earlier in this report.

Reporting

Finally, the CEDC established reporting protocols. These protocols serve the purpose of keeping the committee members and staff on schedule with the implementation of strategies, keeping the City Manager informed, and providing regular reports to the Mayor and City Council on the status of the implementation of the adopted strategies. This provides for long term accountability toward the implementation of the Strategic Plan.

Reporting Protocols

- **Committee Reports**
 - The Committee will receive reports from members and staff assigned work on a monthly basis as a regular item on the agenda. It is recognized that not all strategies will have significant items of progress in that short period, but will give all an opportunity to report and refresh the status of the Strategic Plan
- **City Manager**
 - City Manager receives regular – both formal and informal - updates from staff at regular staff meetings on progress of assignments.
- **City Council**
 - Receives updates at least annual from CEDC Chair and staff at Council meetings regarding various projects related to the strategic plan.

Conclusion

The CEDC of the City of Friendswood worked through a roles and responsibilities, mission key elements and planning process that allowed the committee members to create their governance model and identify strategies for moving the city’s economic development initiatives forward. The process brought the committee members and staff closer together as a team and developed an implementation process to ensure the strategies are addressed and accomplished over time.



TM

Strategic Plan 2022

**Committee/Staff Planning Retreat
December 1, 2021
January 5, 2022**

**Adopted by CEDC
April 6, 2022**

**Prepared and Facilitated
By
Ron Cox Consulting**

City of Friendswood

Vision Statement
(Adopted by City Council)

**Together we build our future in a friendly place to live, work, play, learn
and worship**

Community and Economic Development Committee

Role and Responsibilities

- **Encourage commercial and industrial developments which are compatible with the image of Friendswood.**
- **Provide recommendations to the City Council regarding codes, ordinances, policies and procedures that assist economic development.**
- **Collaborate with citizens and businesses to gain understanding of economic development which is compatible with the City's interests, needs, and image.**

**CEDC Mission
(2022)**

To champion a vibrant and competitive economy by providing leadership and resources for business attraction, retention, and expansion to enhance the quality of life.

Mission Elements

- **Bring relevant and diverse businesses to Friendswood.**
- **Retain existing businesses in Friendswood.**
- **Market our city and its businesses to prospects and other influencers.**
- **Identify and build talent capable of expanding and sustaining the business community.**
- **Ensure a business-friendly city.**
- **Promote entrepreneurship.**
- **Collaborate with other relevant entities and partners to improve economic development.**

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: May 2, 2022

Date submitted: 04/19/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing Ms. Grace Blasingame and Ms. Paula Matranga to Keep Friendswood Beautiful for a term set to begin immediately and end in November 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Keep Friendswood Beautiful (KFB) is to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image. KFB:

- Directs and coordinates management and planning of projects and education of the community
- Recommends budget and project priorities to City Council
- Seeks grants for funding opportunities
- Makes suggestions for conserving and protecting natural resources, and
- Performs such other duties as the City Council may reasonably request.

This item allows the Council to appoint Ms. Grace Blasingame and Ms. Paula Matranga to serve an unexpired three-year term beginning immediately and ending on November 1, 2024. Both appointees have complied with the requirements of the City's Appointment Policy and staff recommends approval.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Matranga, Paula - Online Form Submittal_ Volunteer Application for Committees, Boards & Commissions_Redacted
2. Blasingame, Grace - Online Form Submittal_ Volunteer Application for Committees, Boards & Commissions_Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Renee Kross](#); [Susan Ballard](#); [Coretta Edwards](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Tuesday, February 22, 2022 9:42:49 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Paula
Volunteer Last Name	Matranga
Home Address	[REDACTED]
City	Friendswood
State	Texas
Zip Code	77546
Home Phone	[REDACTED]
Work Phone	N/A
Cell Phone	[REDACTED]
Email Address	[REDACTED]
Occupation	Retired
Special Interests and Talents	Strong business background, detail oriented and proven team leader. Interested in gardening/plants, and supporting community and school-related activities.
Are you currently serving as a member of	No

any Friendswood governmental body?

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Field not completed.
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Zoning Board of Adjustments & Appeals	Field not completed.
---------------------------------------	----------------------

Keep Friendswood Beautiful Committee	Primary
--------------------------------------	---------

Community & Economic Development Committee	Field not completed.
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Construction Board of Adjustments & Appeals	Field not completed.
---	----------------------

Investment Committee	Field not completed.
----------------------	----------------------

Friendswood Downtown Economic Development Corporation	Field not completed.
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(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	Field not completed.
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4th of July Volunteer	Field not completed.
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Senior Citizens Advisory Committee	Field not completed.
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(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Secondary
------------------------	-----------

Library Volunteer	Field not completed.
-------------------	----------------------

SPECIAL COMMITTEES AS CALLED	Field not completed.
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(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	Field not completed.
--------------------------------	----------------------

Volunteer Fire Dept/EMS	Field not completed.
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Animal Shelter Advisory Committee	Field not completed.
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Charter Review (As Needed)	Field not completed.
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(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening, Summer
Please use the space below for additional comments.	I recently retired. I now have time available to get involved with things I haven't been able to in the past. I would like to find volunteer activities that fit my interests and skill sets, and that contribute to the continued success of Friendswood.

(Section Break)

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

Date of Birth	
Sex	Female
How long have you been a Friendswood resident?	30
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	I have over 40 years of business experience, most of which was spent leading teams and spearheading special initiatives focused on continuous process improvement.
Please list any civic or community endeavors in which you have been involved	Animal rescue & advocacy; volunteer at Friendswood Animal Control for 10+ years.
Additional Information	<i>Field not completed.</i>
Acknowledgement #1	I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.
Acknowledgement #2	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Paula E. Matranga
Date	2/22/2022

Thank you for taking the time to complete this application.

(Section Break)

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

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

Name of Board, Committee or Commission	<i>Field not completed.</i>
--	-----------------------------

Dates of Service	Field not completed.
(Section Break)	
Personal Reference #1: First Name and Last Name	Trish Hanks
Address	
City	Friendswood
State	TX
Zip Code	77546
Phone	
Email Address	Field not completed.
(Section Break)	
Personal Reference #2: First Name and Last Name	Deborah Sasson
Address	
City	Friendswood
State	Tx
Zip Code	77546
Phone	
Email Address	Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Renee Kross](#); [Susan Ballard](#); [Coretta Edwards](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Friday, January 21, 2022 9:08:33 AM

Volunteer Application for Committees, Boards & Commissions



City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@ci.friendswood.tx.us or call (281) 996-3270.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Grace
Volunteer Last Name	Blasingame
Home Address	
City	Friendswood
State	TX
Zip Code	77546
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Retired educator

Special Interests and Talents	Gardening, pollinator garden, environmental sustainability. Have a YouTube channel highlighting area events and residents.
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	<i>Field not completed.</i>
Zoning Board of Adjustments & Appeals	<i>Field not completed.</i>
Keep Friendswood Beautiful Committee	Primary
Community & Economic Development Committee	<i>Field not completed.</i>
Construction Board of Adjustments & Appeals	<i>Field not completed.</i>
Investment Committee	<i>Field not completed.</i>
Friendswood Downtown Economic Development Corporation	<i>Field not completed.</i>

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	<i>Field not completed.</i>
4th of July Volunteer	Primary
Senior Citizens Advisory Committee	Secondary

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	<i>Field not completed.</i>
Library Volunteer	<i>Field not completed.</i>
SPECIAL COMMITTEES AS CALLED	<i>Field not completed.</i>

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	Primary
Volunteer Fire Dept/EMS	<i>Field not completed.</i>
Animal Shelter Advisory Committee	Secondary

Charter Review (As Needed)

Field not completed.

(Section Break)

I Am Available For

Long-Term Projects, Short-Term Projects, Daytime

Please use the space below for additional comments. Field not completed.

(Section Break)

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

Date of Birth

[REDACTED]

Sex

Female

How long have you been a Friendswood resident?

6

Have you been convicted of a crime, other than minor traffic violations in the past 10 years?

No

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

Science degrees (BS & MS). Certified Monarch Waystation. Teaching certificate (all science subjects grade 6-12). Director of Pasadena ISD Solar Initiative Project

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

West Ranch HOA board member. Houston Solar Tour participant and host.

Additional Information

[Grace Blasingame resume .pdf](#)

Acknowledgement #1

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

Acknowledgement #2

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

Electronic Signature Agreement

I Understand and Agree

Electronic Signature

Grace Blasingame

Date

1/21/2022

Thank you for taking the time to complete this application.

(Section Break)

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

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

Name of Board, Committee or Commission

Field not completed.

Dates of Service

Field not completed.

(Section Break)

Personal Reference #1: First Name and Last Name	Michael Fernandez
Address	[REDACTED]
City	Friendswood
State	TX
Zip Code	77546
Phone	[REDACTED]
Email Address	[REDACTED]

(Section Break)

Personal Reference #2: First Name and Last Name	Brandee Fernandez
Address	[REDACTED]
City	Friendswood
State	TX
Zip Code	77546
Phone	[REDACTED]
Email Address	[REDACTED]

Email not displaying correctly? [View it in your browser.](#)

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: May 2, 2022

Date submitted: 04/25/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the Citywide Parks and Facility Mowing Services Contract to Neoglobal Enterprises, LLC, d/b/a Horticare (IFB 2022-06).

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item awards the Citywide Parks and Facility Mowing Services Contract to Neoglobal Enterprises, LLC, d/b/a Horticare, in the amount of \$314,109.

After receiving a letter from Yellowstone Landscape on March 1, 2022, for a significant increase to the base contractual services agreement, it was recommended to terminate the contract effective April 1, 2022. Staff solicited monthly bids for City mowing services until a new bid could be awarded through the bid process IFB 2022-06.

A total of ten (10) bids were received for IFB 2022-06, which bid specified that the award of the bid would be made to the bidder who provides the requested services at the best value for the City, based upon the following criteria:

1. adherence to service description/specification/qualification requirements;
2. price;
3. reputation of Contractor and Contractor's services; and
4. Contractor's past relationship with the City.

After considering these factors, staff recommends awarding the bid to Horticare as being the contractor that will provide the best value to the City.

The City's FY22 adopted budget includes adequate funding to cover the successful bidder's proposed contract total.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Horticare_Redacted
2. Grand Totals



Horticare Landscape Management
2717 FM 517 Rd
Alvin, TX, 77511
281.554.5273
info@horticarelawn.com

**City Property Mowing Services
IFB #2022-06**

Prepared for

City of Friendswood

Date: 3.24.22

Horticare was established in 2008 and has been providing quality lawn and landscape management throughout the greater Houston area. Some of our key service areas include Municipalities, commercial shopping centers, homeowner's associations and industrial facilities. Currently we employ a staff of 25 full time employees and a service fleet of 6 trucks. We pride ourselves on a meticulous eye to detail and excellence in customer service. We look forward to working with the City of Friendswood on this upcoming project.

Best Regards,

George Zagorianos
Vice President

Staffing Plan

The staff allocated to the project will consist of one project manager, overseeing project and performing monthly site visits. In order to properly manage the work within the allotted cycle, two crews each consisting of a foreman and three laborers will be dedicated to the necessary work each day to complete schedule.

Total Personnel

- 1- Project Manager
- 2- Foreman
- 6- Laborer

Equipment

- 4- John Deere Z930m 60" Zero-turn mower
- 1- John Deere 5075E Utility Tractor w/ 12' batwing mower
- 2- Exmark 48" Viking walk behind mower
- 4- Echo PB-755 backpack blower
- 5- Echo SRM-2620T Line trimmer
- 6- Echo PE-2620T Edger

Company References

City of La Porte

1322 S Broadway St

La Porte, TX 77571

Contact: Scott Bradley

Phone: 281-470-5141

Grounds maintenance for Parks and city ROW/Esplanades.

4yrs

City of Webster

855 Magnolia Ave

Webster, TX 77598

Contact: Jasmin Aramas

Phone: 956-639-3845

Grounds maintenance for Parks and city ROW/Esplanades.

10yrs

City of Lake Jackson

151 Canna Ln

Lake Jackson, TX 77566

Contact: Lorraine Garcia

Phone: 979-297-6794

Grounds maintenance for water towers and lift station.

3yrs

City of Baytown

2401 Market Street

Baytown, TX 77520

Contact: Carla Hommel

Phone: 281-420-6524

Grounds maintenance for water towers and lift station.

2yrs



CITY OF FRIENDSWOOD INVITATION FOR BID

BID #2022-06

Due Date: 03/24/2022 @ 2.00 pm CST

CITY PROPERTY MOWING SERVICES

The City of Friendswood is now accepting sealed bids for the **City Property Mowing Services**.

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 March 24, 2022. 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. Bids shall be valid for a period of sixty (60) days from the date bids are opened and read.

The bid will be awarded to the Bidder who provides the goods and services at the best value for the City, based on the following: **cost to the City; responsiveness to IFB; experience, background, and qualifications; quality of Bidder's services; and Bidder's past relationship with the City.**

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 #2022-06
CITY PROPERTY MOWING SERVICES

BID OPENING DATE: March 24, 2022 @ 2:00 PM. LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

NeoGlobal Enterprises, LLC DBA: Horticare			
Name of Firm/Company			
George Zagriannas	Owner		
Agent's Name (Please Print)	Agent's Title		
2717 FM 517 Rd.	Alvin	Texas	77511
Mailing Address	City	State	Zip
281-554-5273	281-678-5681		
Telephone Number	Cell Phone Number		
[REDACTED]			
Email Address			
[Signature]	3/21/22		
Authorized Signature	Date		

CONTRACTOR **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION FOR 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."

SECTION II - 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. City, Purchaser, or Owner shall refer to the City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546.
- E. Contract means the contract awarded pursuant to this solicitation.
- F. Contractor means the Bidder to which a contract award has been made by the City.
- G. Director means the Director of Parks and Recreation or his designee
- H. Furnish or Provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- I. Purchase Order means the document issued by the City that created 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 be returned UNOPENED and shall not be considered under any circumstance.
- D. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
- E. 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, a request for clarification or an objection. 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 Bidder or any of its 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 Bidder.

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 Bidder.
- 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 Contractors are based on those contractors 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. The Bidder shall not collude in any manner or engage in any practices with any other Bidder(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Bidder's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
- E. 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.
- F. 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.
- G. Alternate bids will not be considered unless expressly authorized by the bid documents.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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)).
- M. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.
- N. 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, it may submit a written request for clarification to the Purchasing Coordinator at least five working days prior to bid opening date.

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 bid that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; (b) price; (c) reputation of Contractor and Contractor's services; and (d) Contractor's past relationship with the City.
- B. The contract will be awarded 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 Bidder'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 Coordinator. 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 of its decision regarding the protest. 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 "Communications from the Public" portion of its meeting.

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 Bidder 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 (i) receipt and acceptance of all equipment or performance of services covered by each purchase order and (ii) receipt of an invoice therefor. Bidder shall state its 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 Bidder without the written permission of the City. Any attempted assignment or delegation by Bidder 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 Contractor, 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 Contractor 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. SILENCE OF SPECIFICATIONS

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

27. 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.

28. BOND AND INSURANCE

If required, specific bond and 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.

29. INDEMNITY

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR

CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

IT is THE EXPRESS INTENTION OF CONTRACTOR AND THE CITY THAT THE FOREGOING INDEMNIFICATION PROVISION SHALL REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM (I) THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF CONTRACTOR OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE CONSEQUENCES OF CONTRACTOR'S SOLE OR JOINT NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY. UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, Contractor further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. This article shall survive the expiration or termination of this Agreement.

30. 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.

31. 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

32. 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.

33. 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 **2022-06**.

33. GOVERNMENT CODE VERIFICATIONS

By submitting a bid, the Bidder hereby makes the verifications required by the following:

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 13: Beginning September 1, 2021, a governmental entity may not enter into a governmental contract of \$100,000 or more with a company with a company with 10 or more full-time employees unless, the Bidder verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract awarded.

SB 19: Beginning September 1, 2021, a governmental entity may not enter into a governmental contract of \$100,000 or more with a company with a company with 10 or more full-time employees unless, the Bidder verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract awarded against a firearm entity or firearm trade association.

34. COMPLIANCE WITH RULES AND REGULATIONS

The Contractor shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Friendswood as they now exist or may hereafter be enacted or amended.

35. WAIVERS

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

36. CHOICE OF LAW AND VENUE

This Contract shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

37. NO RIGHT TO ARBITRATION

Notwithstanding anything to the contrary contained in this Contract, the City and the Contractor hereby agree that no claim or dispute between the City and the Contractor arising out of or relating to this Contract shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

SECTION II – INSTRUCTIONS TO BIDDERS

1. **INTENT**

The intent of this Invitation to Bid (IFB) is to establish a mowing contract for City locations described herein within the City of Friendswood. The bid proposal shall include the pricing for each property listed according to the schedule.

2. **TERM OF AGREEMENT AND OPTION TO EXTEND**

The term of the agreement shall be for a period of three (3) years with options to renew annually for up to two (2) additional one-year terms. The City shall provide written notification of the contract expiration date. However, if funds are not appropriated, the City may cancel the agreement 30 calendar days after providing written notification to the Contractor. The unit prices of all items purchased under this annual contract are firm for the initial term of this contract and all renewal terms unless revised as provided herein. Should market conditions prevail which dictates an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement after the initial three (3) year contract. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits, and shall not exceed the Consumer Price Index (Urban) sixty-four days prior to the effective date of the renewed contract.

Bidders shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote.

3. **COMPLIANCE WITH LAWS**

All bidders involved shall observe and comply with all federal, state and local applicable laws, standards and regulations as they may be applicable to this bidding process.

4. **REQUIREMENTS**

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

5. **BIDDER QUALIFICATIONS**

A statement of the qualifications of the bidder must be submitted using the form provided herein. The City may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The City reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders. Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications.

6. **PREPARATION OF BID**

6.1 Bidder's Proposal Form must be complete and printed in ink or by typewriter. Bids must give full firm name and address of respondent and be manually signed. The person signing the proposal must show title or authority to bind his/her firm in a contract. Firm name and authorized signature must appear on each page that calls for this information. *Failure to provide complete information or exact quantities requested may result in disqualification of bid.*

6.2 All prices shall be submitted as specified on the Bidders Proposal Form.

6.3 If additional information is necessary to assist the Bidder in interpreting these specifications, written questions will be accepted by Jeff Spears, Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546; email: jspears@friendswood.com.

7. **EXCEPTIONS**

If there are any exceptions to, or deviations from, what is prescribed in the specifications, they must be listed on a Bidder's Exception form and attached to the bid. If a Bidder's Exception sheet is not attached, it is presumed that your bid meets all specifications.

8. **PRE-PROPOSAL MEETING**

There will be a **mandatory** pre-proposal meeting on March 17, 2022 at 10:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have reviewed the IFB in detail and are prepared to bring up any substantive questions not already addressed by the City. In addition, a tour of areas to be mowed will be given during the second part of the proposal meeting. Allow 3 hours for the meeting and tour.

SECTION III – SPECIFICATIONS

1. SCOPE OF WORK

The City of Friendswood is seeking bids from qualified contractors to provide all equipment, materials, labor, and transportation necessary to provide Lawn Mowing Services to City Properties and various other locations specified in this IFB.

- **Mowing** - All grass will be mowed according to the Landscape Management Schedule (LMS) located in this RFP.
- **Edging** - All concrete curbs, sidewalks and driveways will be edged, kept straight, and clean according to LMS for facility.
- **Finish Trim** – All areas will be kept as neat as possible by using a weed eater to finish lawn around trees, signs, parked cars, and any object that cannot be moved.
- **Leaves** – All leaves on the ground will be mowed or mulched, excessive leaves need to be bagged and removed.
- **Blowing Grass** – Clippings and other lawn debris shall not be blown into the street or down storm drains.
- **Trash Pickup** – Area to be mowed should have debris removed before mowing.
- **Weed Control** - Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only. Please show product label and provider of pesticide to city before application.

2. EQUIPMENT

The Contractor shall have clean-up and mowing equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient clean-up and mowing equipment and workforce to complete services required herein in a timely manner. All tractors shall also be equipped with the appropriate mowing attachments (rotary cutting mowers). The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. All clean-up and mowing equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have hand mowers, weed eaters, and other related clean-up and mowing equipment available to complete the Work Orders assigned. The City reserves the right to prohibit the Contractor from working with a piece of equipment the Director deems to be a danger to the Contractor or the general public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this Contract are sufficient for the services required herein. **Additionally, the Contractor shall maintain or have immediate access to adequate backup clean-up and mowing equipment in order to sustain continuous operations in the event of equipment failure.** The use of insufficient and/or inadequate machinery or equipment, as determined by the Director, shall be deemed a breach of this Contract.

3. LITTER REMOVAL

The Contractor shall pick-up and remove all litter and miscellaneous debris throughout the property prior to mowing or performing the services required herein. The Contractor shall remove all litter from the gutters, sidewalks, and rights-of-way and place the same in plastic trash bags. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, and the Contractor agrees that he shall be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken, during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with any additional Work Order assigned.

4. MOWING

Contractor shall provide the services of mowing, edging, and trimming on the property; as well as picking

up and removing all litter and miscellaneous debris from the Property prior to mowing. The grass shall be maintained/mowed to an approximate height of three (3") inches maximum. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks, or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing on another property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways, or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the assigned Property.

5. TRIMMING

All properties requiring mowing services shall be trimmed of all high grass, weeds, and foreign growth found adjacent to or under structures, trees, poles, culverts, tables, signs, fences, etc.; in addition to those found growing out of expansion joints and/or cracks in curbs, sidewalks (both sides), driveways, parking lots, and other foundational surfaces on the Property. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. NO HERBICIDES SHALL BE USED WITHOUT THE PRIOR EXPRESS WRITTEN APPROVAL OF THE DIRECTOR.

6. EDGING

Edging is required to be performed on all assigned Properties requiring mowing services. Edges shall be vertical, minimum depth of one inch (1") and minimum width of one-fourth inch (1/4") where they exist. Edging may be accomplished with a string line trimmer or metal blade. All materials dislodged by edging must be picked up and removed from the Property.

7. INCAPACITATED MOWERS

The Contractor shall have access to a dozer or winch truck to free mowers that have become incapacitated. The City of Friendswood is not responsible for freeing incapacitated mowers.

8. PERSONNEL

The Contractor shall provide supervision of all work crews at all times while performing work under this Contract. Personal supervision is not required if equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the assigned property who has the authority to respond to inquiries about work details or priorities. Such designated person shall have the authority to receive instructions from the Director as well as to bind the Contractor. Such person will be the main contact person for contact during the term of this Contract.

9. RECORDS KEEPING

The Contractor shall keep records of all Work performed. Such records shall include a breakdown of all equipment used, hours worked, dumping fees, mileage and other related records required or requested by the Director. The City shall have the right through its agents and employees to audit and examine at all reasonable times, the Contractor's books and financial and operational records which may be reasonably required by the City in order to enforce the terms of this Contract or to evaluate the Contractor's performance thereof. Financial records will be maintained with such adequacy so as to allow identification of the source of all revenue and expenditures related to this Contract.

10. PHOTOGRAPHIC DOCUMENTATION

Contractor shall be required to provide photographic documentation of services rendered. A minimum of two (2) pictures shall be attached to each invoice submitted for payment, documenting the condition of the property immediately prior to and immediately after completion of the work. Some work may require additional pictures to fully document services rendered. Photographic documentation may be provided by 35mm film prints (3x5 or 4x6), Polaroid-type instant pictures, or printed digital images (preferred). Pictures

shall provide the name of the company, time taken, and date taken on each picture or on each page submitted (preferred). Contractor shall be responsible for all costs associated with the taking and printing of pictures. Photographic documentation shall be attached to the invoice and shall be turned in to the Parks and Recreation Department after completion of work to confirm inspection and payment for services rendered.

11. INSPECTION

All work performed must be satisfactory to the City of Friendswood and comply with all applicable laws and regulations. The Director shall have the right to inspect any or all of the facilities, areas or equipment owned, leased, or otherwise used by or in the care, custody, or control of the Contractor. Such inspections may be related to, but are not limited to, verification of work or conditions, safety, damages, or operational interests

12. AVAILABILITY

Due to the need of the City of Friendswood to be in contact with the Contractor on a daily basis, the Contractor shall be available between the hours of 8:00 a.m. to 5:00 p.m., weekdays.

13. TERM OF CONTRACT AND OPTION TO EXTEND

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

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor is past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur after the initial term at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for accommodating an increase in the contractor's cost, not profits, and such increase shall not exceed the Consumer Price Index (Urban) sixty-four days prior to the effective date of the renewed contract.

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

14. INSURANCE REQUIREMENTS

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

The successful Bidder shall procure and maintain at its sole cost and expense for the duration of the services under this IFB, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided hereunder by the successful Bidder, its agents, representatives, volunteers, employees or subcontractors or co-bidders. The successful Bidder's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the successful bidder's insurance and shall not contribute to it. Further, the successful Bidder shall include all subcontractors, co-bidders, agents and assigns as an additional insured under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverage for subcontractors, co-bidders and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in a contract under this IFB:

- (a) Workers' Compensation Insurance
 - Statutory amounts required by Texas law
 - Employer's Liability: \$1,000,000
 - Waiver of subrogation required
- (b) Comprehensive General Liability Insurance
 - General aggregate of \$2,000,000
 - Owners' and Successful bidders' Protective Liability of \$1,000,000
 - Products and Completed Operations of \$1,000,000
 - Personal and Advertising Injury of \$1,000,000
 - Minimum of \$1,000,000 per occurrence
 - Coverage shall be broad form CGL.
 - No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - Waiver of subrogation required
- (c) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage is afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits;
- (d) Business Automobile Liability Policy
 - Combined Signal Limits: \$500,000
 - Coverage for "Any Auto."
 - Waiver of subrogation required

The following shall be applicable to all policies of insurance required herein.

- Insurance carrier must have an A.M. Best Rating of A-: VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as additional insureds to all liability policies.

- Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.

15. CONTRACTOR INVESTIGATION

The Contractor shall make his own investigation regarding the proper method of doing work, all laws and regulations affecting the work to be done, all manpower, equipment, sites, facilities, and materials needed therefore, and the quantity of the work without additional compensation under whatever circumstances which may develop other than as herein provided in the attached contract.

16. CONDUCT OF WORK

- A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.
- B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business. Schedule for mowing and maintenance will be dictated by the City.
- C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.
- D. When performing lawn maintenance, the speed of the riding mowing equipment should be at an acceptable rate and workers will display caution especially around areas where pedestrians are present.
- E. Subcontracting mowing or maintenance responsibilities is not allowed.

17. PROTECTION AND DAMAGES

- A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.
- B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).
- C. Discharge chute guards on mowing equipment must always be engaged to prevent damage to property and people. It is there to deflect debris and cover the mower's blade.

MOWING LOCATIONS

FACILITY	ADDRESS	SERVICES NEEDED
Activity Building	416 Morningside	42 cuts per year.
Girl Scout House	Adjacent to Activity Building	42 cuts per year.
Annex Building	Adjacent to Activity Building	42 cuts per year.
Bay Area Blvd. Medians	Bay Area Blvd.	42 cuts per year.
Blackhawk Medians	Blackhawk	42 cuts per year.
Forest Bend Medians and Townes Rd Medians.		42 cuts per year.
Eldorado Sign	Eldorado and Friendswood Link	42 cuts per year.
Friendswood City Hall	910 S. Friendswood Drive	42 cuts per year.
Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	42 cuts per year.
Fire Station #1	1610 Whitaker	52 cuts per year.
Swimming Pool	900 Cedarwood	52 cuts per year.
Stevenson Park	1000 S. Friendswood Dr.	52 cuts per year.
Stevenson Disc Golf	220 Shadwell	42 cuts per year.
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42 cuts per year.
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42 cuts per year.
Killarney Right of Way	Killarney	42 cuts per year.
Fire Station #2	2605 W. Parkwood Dr.	42 cuts per year.
Fire Station #3	4302 Laura Leigh Dr.	42 cuts per year.
Fire Station #4	111 Woodlawn	52 cuts per year.
Leavesly Park (Hangar)	901 Buckingham	42 cuts per year.
City Library	416 S. Friendswood Drive	52 cuts per year.

FACILITY	ADDRESS	SERVICES NEEDED
Public Works (entire campus)	15355 Blackhawk Blvd	42 cuts per year.
Centennial Park. Entire campus mowed weekly on Thursday. (11 fields mowed twice a week on Tuesday and Thursday only)	2200 S. Friendswood Drive	42 cuts per year.
Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	42 cuts per year.
Renwick Park (omit youth fields)	205 Stadium Drive	42 cuts per year.
Stanley Ct. Median	Stanley Ct.	42 cuts per year.
Animal Control	3000 W. Parkwood	52 cuts per year.
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42 cuts per year.
Friendswood Lake Park	2533 Davis Prairie Lane	42 cuts per year.
Leisure Lane Medians	Leisure Lane	42 cuts per year.
518 Medians	Located on 518 throughout Friendswood	42 cuts per year.
Friendswood Police Department	1600 Whitaker	52 cuts per year.
2351 Medians	Located on 2351 from 518 East to Beamer	42 cuts per year.
2351 ROW	Located on 2351 from 518 East to Beamer	42 cuts per year.

BID # 2022-06 Pricing Sheet

	FACILITY	ADDRESS	NUMBER OF CUTS	PRICE PER CUT	ANNUAL AMOUNT
1	Activity Building	416 Morningside	42	\$ 20.00	\$ 840.00
2	Girl Scout House	Adjacent to Activity Building	42	\$ 20.00	\$ 840.00
3	Annex Building	Adjacent to Activity Building	42	\$ 20.00	\$ 840.00
4	Bay Area Blvd. Medians	Bay Area Blvd.	42	\$ 80.00	\$ 3,360.00
5	Blackhawk Medians	Blackhawk	42	\$ 350.00	\$ 14,700.00
6	Forest Bend Medians and Townes Rd Medians.		42	\$ 27.50	\$ 1,155.00
7	Eldorado Sign	Eldorado and Friendswood Link	42	\$ 25.00	\$ 1,050.00
8	Friendswood City Hall	910 S. Friendswood Drive	52	\$ 88.00	\$ 4,576.00
9	Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	42	\$ 77.00	\$ 3,234.00
10	Fire Station #1	1610 Whitaker	52	\$ 105.00	\$ 5,460.00
11	Swimming Pool	900 Cedarwood	52	\$ 75.00	\$ 3,900.00
12	Stevenson Park	1000 S. Friendswood Dr.	52	\$ 680.00	\$ 35,360.00
13	Stevenson Disc Golf	220 Shadwell	42	\$ 107.00	\$ 4,494.00
14	Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42	\$ 400.00	\$ 16,800.00
15	Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42	\$ 27.50	\$ 1,155.00
16	Killarney Right of Way	Killarney	42	\$ 27.50	\$ 1,155.00
17	Fire Station #2	2605 W. Parkwood Dr.	42	\$ 45.00	\$ 1,890.00
18	Fire Station #3	4302 Laura Leigh Dr.	42	\$ 30.00	\$ 1,260.00
19	Fire Station #4	111 Woodlawn	52	\$ 75.00	\$ 3,900.00
20	Leavesly Park (Hangar)	901 Buckingham	42	\$ 160.00	\$ 6,720.00
21	City Library	416 S. Friendswood Drive	52	\$ 38.50	\$ 2,002.00
22	Public Works (entire campus)	15355 Blackhawk Blvd	42	\$ 72.00	\$ 3,024.00
23	Centennial Park (entire campus)	2200 S. Friendswood Drive	42	\$ 1,250.00	\$ 52,500.00
24	Centennial Park (11 fields only)	2200 S. Friendswood Drive	42	\$ 450.00	\$ 18,900.00
25	Corporal Steven Schulz Sports park (entire campus; omit youth fields)	2910 W. Parkwood	42	\$ 750.00	\$ 31,500.00
26	Corporal Steven Schulz Sports park (4 adult fields only)	2910 W. Parkwood	42	\$ 415.00	\$ 17,430.00
27	Renwick Park (omit youth fields)	205 Stadium Drive	42	\$ 410.00	\$ 17,220.00
28	Stanley Ct. Medians	Stanley Ct.	42	\$ 25.00	\$ 1,050.00
29	Animal Control	3000 W. Parkwood	52	\$ 120.00	\$ 6,240.00
30	League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42	\$ 25.00	\$ 1,050.00
31	Friendswood Lake Park	2533 Davis Prairie Lane	42	\$ 600.00	\$ 25,200.00
32	Leisure Lane Medians	Leisure Lane	42	\$ 32.00	\$ 1,344.00
33	518 Medians	Located on 518 throughout Friendswood	42	\$ 120.00	\$ 5,040.00
34	Friendswood Police Department	1600 Whitaker	52	\$ 65.00	\$ 3,380.00
35	2351 Medians	Located on 2351 from 518 East to Beamer	42	\$ 200.00	\$ 8,400.00
36	2351 ROW	Located on 2351 from 518 East to Beamer	42	\$ 170.00	\$ 7,140.00

GRAND TOTAL \$ 314,109.00

P 23 + 24

PRICING SHEET FOR IFB 2022-06

Activity Building	416 Morningside	
Girl Scout House	Adjacent to Activity Building	
Annex Building	Adjacent to Activity Building	
Bay Area Blvd. Medians	Bay Area Blvd.	
Blackhawk Medians	Blackhawk	
Forest Bend Medians and Townes Rd Medians.		
Eldorado Sign	Eldorado and Friendswood Link	
Friendswood City Hall	910 S. Friendswood Drive	
Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	
Fire Station #1	1610 Whitaker	
Swimming Pool	900 Cedarwood	
Stevenson Park	1000 S. Friendswood Dr.	
Stevenson Disc Golf	220 Shadwell	
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	
Killarney Right of Way	Killarney	
Fire Station #2	2605 W. Parkwood Dr.	
Fire Station #3	4302 Laura Leigh Dr.	
Fire Station #4	111 Woodlawn	
Leavesly Park (Hangar)	901 Buckingham	
City Library	416 S. Friendswood Drive	

Public Works (entire campus)	15355 Blackhawk Blvd	
Centennial Park (see mowing services needed above. They are more than the others.)	2200 S. Friendswood Drive	
Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	
Renwick Park (omit youth fields)	205 Stadium Drive	
Stanley Ct. Median	Stanley Ct.	
Animal Control	3000 W. Parkwood	
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	
Friendswood Lake Park	2533 Davis Prairie Lane	
Leisure Lane Medians	Leisure Lane	
518 Medians	Located on 518 throughout Friendswood	
Friendswood Police Department	1600 Whitaker	
2351 Medians	Located on 2351 from 518 East to Beamer	
2351 ROW	Located on 2351 from 518 East to Beamer	

GRAND TOTAL	\$ _____
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BIDDER'S CERTIFICATION

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

Section 1. (a)

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

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

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Horticare is a resident bidder of Texas as defined in HB 620. (Company Name)

Signature

Print Name George Zagorinos

I certify that _____ is a Nonresident bidder as defined in HB 620 (Company Name)

and our principal place of business is _____ (City and State)

Signature _____

Print Name _____

Government Code Verification

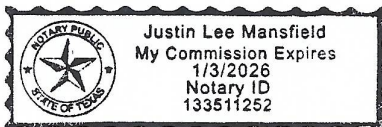
Pursuant to the Texas Government Code, I, George Zagorinos, the undersigned representative of Horticare (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;
- b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and
- c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 23 day of March, 2022.



Horticare
Company Name
[Signature]
Signature
George Zagorinos - owner
Printed Name/Title

STATE OF TEXAS
COUNTY OF GALVESTON/HARRIS

Before me, Justin Mansfield, the undersigned notary public, on this day personally appeared George Zagorinos, the Owner (Title) of Horticare (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 23 day of March, 2022.

Notary Public in and for the State of
Texas

EXCEPTIONS TO SPECIFICATIONS

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

Section	Item/Material/Equipment Bid	Reason
	None	

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

Company Horticare

Agent George Zagonaras - 

CONTRACTOR'S CAPACITY TO PERFORM

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

1. Availability to perform:

Horticare will be available within one week of contract award notice.

Please refer to attachment for staffing plan.

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

2. Equipment and operational items:

All equipment allocated to project is on hand and ready for use. Please refer

to attachment for equipment list.

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

3. Personnel:

A total of 9 people will be allocated to this contract. One Supervisor, 2 Foreman and

6 - Crew members. Please refer to staffing plan for detail.

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

4. Other Resources:

Horticare has licensed applicators & irrigation technicians on staff to serve as

a Full Service Landscape Management Company.

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

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:
2022-864519

Date Filed:
03/24/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NeoGlobal Enterprises, LLC DBA: Horticare Landscape Management
Alvin, 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.

2022-06
CITY PROPERTY MOWING SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



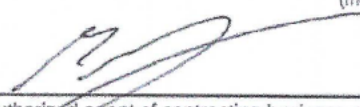
6 UNSWORN DECLARATION

My name is George Zagerianas, and my date of birth is [REDACTED].

My address is 2717 FM 517 Rd. Alvin TX 77511 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 24 day of March, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2022

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 Heards Ln P.O. Box 16767 Galveston TX 77552-6767		CONTACT NAME: Holly Crummett PHONE (A/C, No, Ext): (409) 740-1251 FAX (A/C, No): (409) 740-0513 E-MAIL ADDRESS: [REDACTED]															
INSURED NEO GLOBAL ENTERPRISES LLC 2717 FM 517 RD ALVIN TX 77511		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: State Automobile Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER B: State Auto Property & Casualty Ins Co</td><td>25127</td></tr><tr><td>INSURER C: Texas Mutual Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: State Automobile Mutual Insurance Company	25135	INSURER B: State Auto Property & Casualty Ins Co	25127	INSURER C: Texas Mutual Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Texas Mutual Insurance Company																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** [REDACTED]**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 ☐ PROJECT ☐ LOC OTHER:			[REDACTED]	02/27/2022	02/27/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>*NOWT</td><td>\$ 26</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000	*NOWT	\$ 26
	EACH OCCURRENCE	\$ 1,000,000																			
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COM/OP AGG	\$ 2,000,000																				
*NOWT	\$ 26																				
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			[REDACTED]	02/27/2022	02/27/2023	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$		
	COMBINED SINGLE LIMIT (Ea accident)	\$																			
	BODILY INJURY (Per person)	\$																			
	BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																				
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$																				
C	☒ 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 ☒ N	N/A		[REDACTED]	03/08/2021	03/08/2022	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
	☒ PER STATUTE ☐ OTHER																				
	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)

Additional insured included as required by written contract on the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

 President

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2022-06 City Wide Mowing Bid Totals

• Texas Best Lawn	\$295,974.20
• Horticare Landscape Mgmt.	\$314,109.00
• Monarch Landscaping Services	\$397,585.62
• Texas Ranch Maintenance	\$408,512.00
• Westco	\$531,514.56
• The Davey Tree Expert	\$545,250.52
• Yellowstone Landscape	\$599,164.00
• Brookway Horticultural	\$607,124.00
• Brightview Landscape	\$635,269.20
• Morton Brothers	\$3,104,400.00

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: May 2, 2022

Date submitted: 04/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the second and final reading of an ordinance amending Chapter 30 "Fire Protection And Prevention," Article IV "Fireworks," Section 30-139 "Definitions"; Section 30-140 "General provisions"; Section 30-141 "Exceptions"; Section 30-142 "Public displays exempted"; Section 30-143 "Illegal fireworks declared nuisance; seizure and destruction"; Section 30-144 "Penalty for violation of this article"; and Section 30-145 "Permitted transportation; identification" of the Friendswood City Code to regulate fireworks in accordance with state law, to generally prohibit fireworks from being ignited on property within the city, and to prohibit public displays by persons other than a governmental entity during certain times of the year.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fireworks Ordinance has not been updated or revised in over 15 years. The ordinance is governed by Local Government Code, Occupations Code, and Texas Administration Code. Additionally, the Fireworks Ordinance is one of many codes and ordinances that is used to meet the code expectations of the Insurance Services Office (ISO).

On February 7, 2022, City Council considered a revision to the fireworks ordinance and referred it to a subcommittee comprised of Councilmembers Steve Rockey, Trish Hanks, and Robert Griffon. This subcommittee met on February 22 to review each section of the ordinance, including the following items specifically referenced at the Council meeting:

Issue Raised at the February Council Meeting	Changes in Proposed Ordinance
<u>Section 30-140 (a)</u> Should a person be able to possess fireworks in a vehicle or a residence?	• Persons may possess fireworks in a motor vehicle as long as the fireworks are packaged and unopened. • Persons may possess fireworks with the intent to store them at their residence. (Note the bulk storage of fireworks remains subject to state law.)
<u>Section 30-140 (b)(2)</u> Is the defense in this subsection necessary or even contradictory to subsection (b)(3)?	The defense was removed.

<u>Section 30-142</u> Should there be a fireworks permitting process for residential and commercial locations?	• The fireworks permitting process allows a person to have a public display of fireworks, except when the state allows firework sales and three days thereafter. • Persons must apply at least two days prior to the desired date of the public display. • Persons who handle the public display must have the licenses required by state law.
<u>Section 30-141</u> Should the ordinance address aiding minors in the purchase and use of fireworks?	This offense was removed.

The proposed ordinance also:

1. conforms/adds the definitions of "distributor," "jobber," "jurisdiction," "passenger area of a motor vehicle," "public display" and "pyrotechnic operator" to be consistent with state law; and
2. adds an offense for any person to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property on which a person uses fireworks.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

These changes include changes to comply with state law as well as language to allow enforcement officers to better protect the community.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Fireworks
2. Fireworks Ordinance Redlined
3. Fireworks Ordinance - PowerPoint

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 30 "FIRE PROTECTION AND PREVENTION," ARTICLE IV "FIREWORKS," SECTION 30-139 "DEFINITIONS"; SECTION 30-140 "GENERAL PROVISIONS"; SECTION 30-141 "EXCEPTIONS"; SECTION 30-142 "PUBLIC DISPLAYS EXEMPTED"; SECTION 30-143 "ILLEGAL FIREWORKS DECLARED NUISANCE; SEIZURE AND DESTRUCTION"; SECTION 30-144 "PENALTY FOR VIOLATION OF THIS ARTICLE"; AND SECTION 30-145 "PERMITTED TRANSPORTATION; IDENTIFICATION" OF THE FRIENDSWOOD CITY CODE TO REGULATE FIREWORKS IN ACCORDANCE WITH STATE LAW, TO GENERALLY PROHIBIT FIREWORKS FROM BEING IGNITED ON PROPERTY WITHIN THE CITY, AND TO PROHIBIT PUBLIC DISPLAYS BY PERSONS OTHER THAN A GOVERNMENTAL ENTITY DURING CERTAIN TIMES OF THE YEAR; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

Section 1. That the City Council finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and welfare of the citizens of the City.

Section 2. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-139 "Definitions" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-139. Definitions.

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

Distributor means ~~those~~ a person who

(1) imports fireworks into the State or

(2) sells fireworks to:

a. a retailer[s], ~~or to~~ jobber, or other distributor [s], for resale to others; or

b. a holder of a single public display permit, a multiple public display permit or another fireworks permit.

Fireworks ~~[, as described in V.T.C.A., Occupations Code §2154.001(5),]~~ means any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, ~~[such as]~~ including firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any

designated name intended for use in obtaining visible or audible pyrotechnic display~~[-and such-].~~ The term shall include all articles or substances within the commonly accepted meaning of fireworks, whether specially designated and defined in this section or not.

Fireworks 1.3G means a large fireworks device:

- (1) Primarily designed to produce visible or audible effects by combustion, deflagration, or detonation; and
- (2) Classified as a 1.3G explosive by the department in 49 CFR 173 (1996).

Fireworks 1.4G means a small fireworks device:

- (1) Primarily designed to produce visible or audible effects by combustion, deflagration, or detonation;
- (2) That complies with the construction, labeling, and chemical composition requirements of the United States Consumer Product Safety Commission in 16 CFR 1507 (1996), or the most recently adopted version of that rule; and
- (3) That is classified as a 1.4G explosive by the department in 49 CFR 173 (1996).

Importer means those who import fireworks from a foreign country for sale to distributors, jobbers, or retailers within the state.

Jobber means those who purchase fireworks only for resale to ~~[consumers only]~~retailers.

Jurisdiction means corporate limits of the city and the area immediately adjacent and contiguous to such limits extending for a distance of 5,000 feet, excluding any area contained within the territory of another city, town, or village.

Manufacturer means a persons ~~[that are]~~who is engaged in the making of fireworks.

Passenger area of a motor vehicle means the area of the vehicle designed for the seating of the operator and the passengers of the vehicle. The term does not include:

- (1) a locked glove compartment or similar locked storage area;
- (2) the trunk of a vehicle; or
- (3) the area behind the last upright seat of a vehicle that does not have a trunk.

Person means and includes any natural person, association of persons, partnership, corporation, agent, or officer of a corporation, and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors, and administrators.

Public display means the igniting ~~[and shooting]~~ of Fireworks 1.3G ~~[fireworks]~~ for public or private amusement.

Pyrotechnic operator means an individual who, by experience, training, and examination, has demonstrated the necessary skill and ability for safely assembling, discharging, and supervising public displays of Fireworks 1.3G or Fireworks 1.4G.

Retailers means those who purchase fireworks for resale ~~[to consumers]~~ only to the general public.

Section 3. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-140 "General Provisions" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-140. General prohibition.

(a) Offenses. Except as ~~otherwise specifically~~ provided in this article, it shall be unlawful for any person:

- (1) to sell, offer to sell, or have in his possession with intent to sell~~[-keep]~~, use, discharge, ~~[cause to be discharged]~~, ignite, detonate, fire, or otherwise set in action or cause to be set in action any firework of any description within the city limits.
- (2) to use, discharge, ignite, detonate, fire, or otherwise set in action or cause to be set in action any firework of any description on property that is wholly within the city limits or partially within both the city limits and the jurisdiction.
- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property, which is wholly within the city limits or partially within both the city limits and the jurisdiction, ~~[within the jurisdiction]~~ on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

(b) Defenses.

It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:

- (1) the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
- (2) either:
 - a. the fireworks were not in the passenger area of the vehicle or
 - b. the fireworks were within the passenger area of the vehicle but were packaged and unopened-

Section 4. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-141 "Exceptions" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-141. Exceptions.

The general prohibition as set forth in section 30-140 shall not apply to the following:

- (1) A toy pistol, toy cane, toy gun, or other device that uses paper or plastic caps in sheets, strips, rolls, or individual caps that contain not more than an average of 0.25 of a grain of explosive composition per cap and that is packed and shipped under 49 CFR 173 (1996);
- (2) A model rocket or model rocket motor designed, sold, and used to propel recoverable aero models;
- (3) A propelling or expelling charge consisting of a mixture of sulfur, charcoal, and potassium nitrate;
- (4) Novelties or trick noisemakers;
- (5) The sale, at wholesale, of any type of fireworks by a resident manufacturer, distributor, importer, or jobber if the fireworks are intended for shipment directly out of state under department regulations;
- (6) The sale or use of, in emergency situations, pyrotechnic signaling devices or distress signals for marine, aviation or highway use;
- (7) The use of a fusee or a railway torpedo by a railroad;
- (8) The sale of blank cartridges for:
 - a. Use in a radio, television, film, or theater production;
 - b. A signal or ceremonial purpose in an athletic event; or
 - c. An industrial purpose;
- (9) The use of a pyrotechnic device by a military organization or a police or fire department;
- (10) It shall not be unlawful, upon a permit issued by the fire marshal, for any person engaged in any organized play, legitimate theatrical performance, circus or other show designed for the amusement and edification of the general public to use, discharge or cause to be discharged and ignited fireworks as a part of an act, performance, play or circus, so long as such person does not also engage in the retailing, wholesaling, selling or distribution of any of such fireworks. The fire marshal shall cause to be made an investigation of each application made under this article to determine whether the use of such fireworks as proposed shall be of such a character that it may be hazardous to property or dangerous to any person and he shall, in the exercise of reasonable discretion, grant or deny the application for such permit.

Section 5. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-142 "Public displays exempted" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-142. Public displays exempted.

The provisions of section 30-140 shall not apply to a public display of fireworks made under the terms and conditions of this section, and such display shall be permitted upon compliance with the provisions of this section, as follows:

- (1) ~~(1)~~—Any adult person or any firm, ~~[copartnership]~~partnership, corporation, or association planning to make a public display of fireworks shall first make written application for a permit to the fire marshal at least ~~[48 hours]~~2 working days in advance of the date of the proposed display.
- (2) No public display by any person, other than a governmental entity, is permitted between June 24th and July 7th or between December 20th and January 4th of any year.
- (3) It shall be the duty of the fire marshal to make an investigation as to whether the display as proposed by the applicant for a permit under this article shall be of such a character that it may be hazardous to property or dangerous to any person, and he shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this section. If the application is approved, a permit shall be issued for the public display by the fire marshal. Such permit shall be for a period of time designated on the permit, but shall not exceed 14 days, and the permit shall not be transferable. If the application is denied by the fire marshal, he shall notify the applicant of the denial in writing.
- (4) ~~(3)~~—The applicant for a display permit under this section shall, at the time of making application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the state, and he shall file with the fire marshal a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than that required under V.T.C.A., Occupations Code § 2154.205.
- (5) ~~(4)~~—The range of aerial displays shall not be more than 200 feet and the fireworks shall be discharged vertically from steel tubes.
- (6) ~~(5)~~—The limit of a display authorized by this section shall be not more than 30 minutes per performance, and there shall not be more than two performances in each 24 hours.
- (7) ~~(6)~~—No public display of fireworks shall be of such a character and so located, discharged, or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the fire marshal.
- (8) ~~(7)~~—The persons handling the display of fireworks under this section shall be competent, adult persons and ~~[experienced]~~licensed pyrotechnic operators approved by the fire marshal. No person not approved by the fire marshal shall handle fireworks at the public display. The names of the ~~[experienced]~~licensed pyrotechnic operators shall be designated on the permit issued.
- (9) ~~(8)~~—For each public display of fireworks under this section, not less than two firefighters of the city shall be in attendance during the display. The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.
- (10) ~~(9)~~—The material to be used for a public display authorized by this section shall not be stored within the city limits; but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage.

Section 6. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-143 "Illegal fireworks declared nuisance; seizure and destruction" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (a) ~~The fireworks sold, [kept,] used, discharged, ignited, detonated, fired or otherwise set in action [in violation of this article presence of any fireworks, excluding firework sales, within the city and/or within the area immediately adjacent and contiguous to the city limits extending for a distance outside of such city limits for a total of 5,000 feet, jurisdiction]~~ in violation of this article, is hereby declared to be a common and public nuisance.
- (b) ~~The fire marshal [is directed and required to seize any fireworks found in violation of this article and, any authorized deputy of the fire marshal, or any police officer of the city, or any other duly constituted state peace officer is empowered:~~
- (1) ~~to seize in accordance with state law any fireworks found in violation of this article,~~
 - (2) ~~to stop the transportation of [and], detain, and seize in accordance with state law any fireworks being transported illegally, or~~
 - (3) ~~to close any building where any fireworks are found stored illegally [until].~~
- (c) ~~If any fireworks are abandoned or deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal [can be notified in order that] may dispose of such fireworks [may be] without further process of law. The fire marshal is authorized to dispose of any [fireworks] seized fireworks in accordance [with the terms of this article after the 30th day after the seizure in accordance] with law. [or abandoned fireworks that are deemed to be hazardous to life or property.]~~
[(b)]
- (d) Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city, the fire marshal, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, [keeping] or use of fireworks ~~[within the city or within the 5,000-foot area described in subsection (a) of this section, jurisdiction]~~ in violation of this article. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.
- [(e) ~~This section shall not apply within any portion of the 5,000-foot area described in subsection (a) of this section which is contained within the territory of any other incorporated city, town or village.~~]

Section 7. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-144 "Penalty for violation of this article" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-144. Penalty for violation of article.

Any person who shall manufacture, assemble, store, or possess fireworks in violation of this article shall, upon conviction, be punished ~~[for a misdemeanor violation]~~ as provided in section 1-14 of this Code.

If fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by this article shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

Section 8. That Chapter 30 "Fire Protection and Prevention," Article IV "Fireworks," Section 30-145 "Permitted transportation; identification" of the Friendswood City Code is hereby amended to read as follows:

ARTICLE IV. FIREWORKS

Sec. 30-145. Permitted transportation; identification.

It shall not be an offense under this article for a person to transport fireworks 1.4G~~[as defined in state law]~~ by motor vehicles which meet the federal requirements for transporting fireworks 1.4G along and upon Farm to Market Road 528~~[either]~~ within the ~~[city limits or within 5,000 feet of the corporate boundaries of the city]~~jurisdiction. Vehicles used for transportation of fireworks shall be provided with a sign on each side reading "Fireworks." The sign shall have a white background with red letters at least six inches in height and a minimum width of not less than three-fourths of an inch.

Section 9. That a person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 10. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 11. 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 12. That this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading this 4th day of April, 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 2nd day of May, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

CITY OF FRIENDSWOOD

Fireworks Ordinance



February Proposed Changes

Sec. 30-140. General prohibition.

(a) Offenses. Except as provided in this article, it shall be unlawful for any person:

- (1) to manufacture, store, sell, distribute, possess, or offer for sale or distribution any kind or character of fireworks within the city limits.
- (2) to ignite, detonate, cast, throw, discharge or explode any kind or character of fireworks within the jurisdiction; or
- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property within the jurisdiction on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

Committee Proposal Changes

Sec. 30-140. General prohibition.

(a) Offenses. Except as provided in this article, it shall be unlawful for any person:

- (1) to sell, to offer to sell, or have in his possession with intent to sell, use, discharge, ignite, detonate, fire or otherwise set in action or cause to be set in action any firework of any description within the city limits.
- (2) to discharge, ignite, detonate, fire or otherwise set in action or cause to be set in action any firework of any description on property that is wholly within the city limits or partially within both the city limits and the jurisdiction.
- (3) to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property, which is wholly with the city limits or partially within both the city limits and the jurisdiction on which a person ignites, detonates, casts, throws, discharges, or explodes any kind or character of fireworks.

February Proposed Changes

(b) Defense.

- (1) It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:
 - a. the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
 - b. the fireworks were not in the passenger area of the vehicle.
- (2) It is an affirmative defense to subsection (a)(3) of this section if person, who organized, supervised, officiated, permitted, or accepted responsibility for a gathering, did not knowingly permit a person to ignite, detonate, cast, throw, discharge, or explode fireworks at the gathering and, within a reasonable period of time after learning of the action, reported the use of fireworks in violation of this article to the police department or the fire marshal's office.

Committee Proposal Changes

(b) Defense.

It is an affirmative defense to subsection (a)(1) of this section concerning the possession of fireworks if:

- (1) the person was operating or was a passenger in a motor vehicle that was being operated in a public place; and
- (2) either:
 - a. the fireworks were not in the passenger area of the vehicle or
 - b. The fireworks were within the passenger area of the vehicle but were packaged and unopened.

Language Removed

February Proposal:

Sec. 30-141. Aiding minors to purchase, use, etc. fireworks.

No guardian or relation in the ascending line of a minor shall furnish money or a thing of value to a minor for the purchase of fireworks or encourage, act in conjunction with or in any manner instigate or aid a minor in the commission of having, keeping, storing, selling, offering for sale, giving away, using, transporting, or manufacturing fireworks within the corporate limits of the city. This shall be an offense regardless of whether the minor has been found guilty of the offense. The commission of the offense by the minor on the property under the control or owned by the relation or guardian shall be prima facie evidence that the relation or guardian was instigating or aiding the minor.

Committee Proposal: **Language Removed**

Proposed Additions

Sec. 30-142. Public displays exempted

- (1) Any adult person or any firm, partnership, corporation or association planning to make a public display of fireworks shall first make application for a permit to the fire marshal at least 2 working days in advance of the date of the proposed display.
- (2) No public display by any person, other than a governmental entity, is permitted between June 24th and July 7th or between December 20th and January 4th of any year.

Proposed Changes

February Proposal:

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (a) The presence of any fireworks within the jurisdiction in violation of this article is hereby declared to be a common and public nuisance.

Committee Proposal:

- (a) Fireworks sold, used, discharged, ignited, detonated, fired or otherwise set in action in violation of this article, is hereby declared to be a common and public nuisance.

Proposed Changes

February Proposal:

Sec. 30-143. Illegal fireworks declared nuisance; seizure and destruction.

- (c) If any fireworks are deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may dispose of such fireworks without further process of law. The fire marshal is authorized to dispose of any seized or abandoned fireworks that are deemed to be hazardous to life or property.

Committee Proposal:

- (c) If any fireworks are abandoned or deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may dispose of such fireworks without further process of law. The fire marshal is authorized to dispose of any seized fireworks in accordance with 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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VIII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. VIII
2. FY22 BA VIII Exhibit A 05-02-2022
3. FY22 BA VIII Exhibit B 05-02-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING 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 VIII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

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, STATE OF TEXAS:

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

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022," is hereby amended for municipal purposes as shown on "Budget Amendment VIII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022" attached hereto. Said Budget Amendment VIII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and 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.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of May, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment VIII – Exhibit A
May 2, 2022

1. **PEG Channel – Studio Equipment & Supplies, \$8,640.** Appropriate PEG Channel funds for equipment to be used for recording and broadcasting community events, improving public safety communication with the public, and other city-wide productions. The funding source will be restricted General Fund balance reserves from PEG Channel revenue.
2. **Engineering – Asphalt Street Maintenance Program, \$500,000.** Appropriate funds for the 2021-2022 Street Maintenance Program. Council awarded the construction contract to Pavecon Ltd. Co. on April 4, 2022. This year's Asphalt Street Maintenance Program is valued at \$900,000 and will include full depth reclamation and overlay of Cowards Creek Drive, Garden Drive, Murphy Lane, and Sedora Drive. The contract will be split between the General Fund Adopted Budget and the Street Improvement Fund. A portion of the funding, in the amount of \$500,000, will come from unassigned Street Improvements Fund balance.
3. **Water & Sewer Revenue Bonds Series 2021 – Engineering Contract, \$29,366.** Appropriate funds for Change Order #1 approved on March 30, 2022 for the Garver, LLC engineering contract. Garver will expand their scope of work and adjust their models to include assessment of water system improvements needs for the Georgetown and Friendswood Trails communities. Funds will be appropriated from the 2021 Water & Sewer Bond Construction Fund.
4. **Parks & Recreation Donation – Centennial Park Improvements, \$1,500.** Appropriate donation received from the Friendswood Colts for improvements at Centennial Park. The appropriation will be recorded in the Parks division operating budget.
5. **Municipal Court – Workspace Renovation, \$17,000.*** Appropriate funds to renovate the Municipal Court workspace. Plans involve replacing the straight counter and deteriorated cabinetry used by the 3 clerks with individual u-shaped workspaces. The current workspace, built 15+ years ago, can no longer accommodate all the necessary technology equipment used by Municipal Court. The renovation will increase efficiency and improve safety. The funding source will be unassigned general fund balance.
6. **Fire Station #2 Reconstruction – TML Insurance for Burn Building, \$58,032.** Appropriate TML insurance proceeds received in the prior fiscal year after the burn building was totaled during a training exercise. The proceeds were received on December 28, 2020. Funds will be used for costs associated with the reconstruction of Fire Station #2 & the Training Facility project. Specifically, funds will be used for the inclusion of an ADA compliant water fountain, tree relocations as required by City code, and other general Fire Station #2 construction overages.
7. **Municipal Court Fund – Public Safety Building Expansion, \$92,781.** Appropriate funds to support the Public Safety Building Expansion project. A security connector will be constructed using funding designated for court security. Funds will be appropriated from the Municipal Court Fund unassigned fund balance.
8. **Public Works/Engineering – Remote Water Monitoring System, \$14,200.** Appropriate funds for the installation of a remote water monitoring system. These (5) units, all AFC Semper Remote Pressure Monitor with Impulse Technology, give us the ability to monitor pressures for the purposes of transient analysis, fire flow testing, customer pressure concerns, and hydraulic model calibration. They have a very flexible installation method allowing the City to use a smaller number of units to cover a large area by moving them around without retrofitting current assets. The data is shared via an internal cellular modem, and the included software computes a combination of minimum, average and maximum values,

with time stamps. They are Bluetooth and GIS capable, have settings for alarm notifications, and up to a 5-year battery life. Funds will be appropriated from Water & Sewer working capital.

9. **Administrative Services – Gravity Budget Automation Software, \$27,000.** Appropriate funds for the implementation of a cloud-based budget automation software which will streamline the budgeting process and provide the necessary technology to transform the budget document into a digital, interactive reporting tool. Gravity gives Administrative Services the ability to present actual and budget data as well as key performance metrics via interactive charts and graphs using their dashboards and visualization features. Utilizing this technology will improve our internal workflows and reduce time spent by departments in developing the budget. The funding source will be unassigned General Fund balance.
10. **City Secretary's Office – Transfer Funding to City Attorney's Office for Legal Assistant, \$81,178.** Transfer funding budgeted for a Records Coordinator position, which is currently vacant, in the City Secretary's Office to the City Attorney's Office for the creation of a new position listed as a Legal Assistant. The total transfer includes wages and benefits.

**Deferred Maintenance*

City of Friendswood				
May 2, 2022				
2021-2022 Budget Amendment VIII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate restricted General Fund balance reserves from PEG Channel revenue for recording equipment	(8,640)
1	001-0301-413.5400	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG Channel revenue for recording equipment	5,333
1	001-2130-421.5800	FCPEGEXP	Appropriate restricted General Fund balance reserves from PEG Channel revenue for recording equipment	3,306
2	170-0000-30100		Appropriate fund balance from Street Improvement Fund for the 2021-2022 Street Maintenance Program	(500,000)
2	170-7001-431.8512	ST2022A	Appropriate fund balance from Street Improvement Fund for the 2021-2022 Street Maintenance Program	500,000
3	422-0000-30600		Appropriate 2021 W&S Bond Proceeds for the Water System Improvements project Change Order #1 to Garver, LLC contract	(29,366)
3	422-7001-434.8582	WSSYS2021	Appropriate 2021 W&S Bond Proceeds for the Water System Improvements project Change Order #1 to Garver, LLC contract	29,366
4	001-0000-38000		Appropriate donation from Friendswood Colts for improvements at Centennial Park	(1,500)
4	001-6430-456.6400	PK0025EXP	Appropriate donation from Friendswood Colts for improvements at Centennial Park	1,500
5	001-0000-30500		Appropriate unassigned general fund balance to replace deteriorated workspace and cabinetry at Municipal Court*	(17,000)
5	001-6460-419.6610		Appropriate unassigned general fund balance to replace deteriorated workspace and cabinetry at Municipal Court*	17,000
6	001-0000-30500		Appropriate unassigned general fund balance for prior year insurance proceeds related to the burn building at Fire Station #2	(58,032)
6	001-7001-422.8591	GO1519	Appropriate unassigned general fund balance for prior year insurance proceeds related to the burn building at Fire Station #2	8,974
6	001-7001-456.8560	GO1519	Appropriate unassigned general fund balance for prior year insurance proceeds related to the burn building at Fire Station #2	31,380
6	001-7001-422.8591	GO1519	Appropriate unassigned general fund balance for prior year insurance proceeds related to the burn building at Fire Station #2	17,678
7	150-0000-30500		Appropriate unassigned Municipal Court fund balance to construct a security connector within the Public Safety Building	(92,781)
7	150-0409-412.8140	GO1518	Appropriate unassigned Municipal Court fund balance to construct a security connector within the Public Safety Building	92,781
8	401-0000-30200		Appropriate Water & Sewer working capital for the installation of a remote monitoring system	(14,200)
8	401-3650-434.8400		Appropriate Water & Sewer working capital for the installation of a remote monitoring system	14,200
9	001-0000-30500		Appropriate unassigned general fund balance for implementation of cloud-based budget automation software	(27,000)
9	001-0401-415.7800		Appropriate unassigned general fund balance for implementation of cloud-based budget automation software	27,000
10	001-0203-419.4110		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(48,023)
10	001-0203-419.4145		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(2,040)
10	001-0203-419.4710		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(3,202)
10	001-0203-419.4720		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(8,270)
10	001-0203-419.4810		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(19,160)
10	001-0203-419.4820		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(144)
10	001-0203-419.4830		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(210)
10	001-0203-419.4840		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(49)
10	001-0203-419.4850		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(58)
10	001-0203-419.4890		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	(22)
10	001-0102-419.4110		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	48,023
10	001-0102-419.4145		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	2,040
10	001-0102-419.4710		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	3,202
10	001-0102-419.4720		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	8,270
10	001-0102-419.4810		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	19,160
10	001-0102-419.4820		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	144
10	001-0102-419.4830		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	210
10	001-0102-419.4840		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	49
10	001-0102-419.4850		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	58

City of Friendswood				
May 2, 2022				
2021-2022 Budget Amendment VIII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
10	001-0102-419.4890		Transfer funding from City Secretary's Office to City Attorney's Office for conversion of vacant position to Legal Assistant	22
*Deferred Maintenance				

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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the second and final reading of an ordinance amending Appendix C "Zoning," Section 2 "Establishment of districts," "Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home developments.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A review of the Garden Home District (GHD) has been one of the items on the annual to-do list for the Planning and Zoning Commission. The Ordinance Subcommittee reviewed the GHD portion of the Zoning Ordinance and the full Commission discussed the recommended changes. One of the main concerns has been that GHD was classified as a multi-family development regarding classification and screening, when in reality, garden home communities are detached single-family homes with some unique characteristics. The density of 6 units per acre is comparable to the Low Density Multi-Family Zoning District (MFR-L); and when the zoning district was originally created, only multi-family districts could rezone to GHD. As detailed below, the ordinance was amended multiple times back in the 1990's and some of the characteristics of the garden home development were omitted.

The general purpose of any garden home community is to provide for less maintenance of property and home, but more freedom than typical multi-family housing (e.g., apartments) by utilizing one side of the house as the "fence" between properties, which allows more contiguous green space by creating a U-shape or inset for outdoor living (example layout provided in final report). The purpose of the amendments is to clarify the architectural requirements for garden home communities in the future. Currently, there are no undeveloped properties that are zoned MFR-GHD.

The MFR-GHD zoning district was created in 1992, followed by the amendments detailed below:

1993 Amendment:

- 1) Only multi-family districts may rezone to GHD;
- 2) Reduce front yard setback;
- 3) Allow private streets in GHD; and
- 4) Reduce interior side yard setback

1995 Amendment:

- 1) Increase lot width from 45' to 60'

1995 Amendment:

- 1) Specify private streets to be minimum 50'

- 1997 Amendment:
- 1) Reduce interior side setbacks; and
 - 2) Measure side-yard from ROW or easement
- 1999 Amendment:
- 1) Remove zero lot lines

The proposed changes to the ordinance include the following:

- 1. Remove “multi-family” references from the Zoning Ordinance.
- 2. Remove the intent being geographical limitations and flooding. Flooding is not related to the zoning district but the design of the development. Clustering homes is allowed.
- 3. Updated definition to be detached from neighboring structures.
- 4. Add design criteria to allow for long-term maintenance of this unique type of housing.

Roof overhang maximum 8-inches.
Gutters required if the roof slopes towards adjacent property.
Require more than 50 percent of the zero-lot-line side of the structure to be within xx feet of the zero-lot line.
Access and maintenance easement required along a zero-lot line.
Require the zero-lot-line side of the structure to comply with current building codes, which may limit openings and protrusions such as windows, etc.

At the Planning and Zoning Commission meeting held Thursday, March 10, 2022, following the public hearing, the Commission voted unanimously (6 to 0; Commissioner Hinkley was absent) to approve the referenced amendments. The P&Z final report is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The purpose of the amendments is to clarify the architectural requirements for garden home communities in the future. Currently, there are no undeveloped properties that are zoned MFR-GHD.

RECOMMENDATIONS

The Planning and Zoning Commission recommends approval.

ATTACHMENTS

- 1. Ordinance - Garden Home District Amendments

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING," SECTION 2 "ESTABLISHMENT OF DISTRICTS"; "SECTION 6. NONCONFORMING USES, STRUCTURES AND LOTS," SUBSECTION B "NONCONFORMING USES," PARAGRAPH 4; SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION C.1, SUBSECTION P.6 AND SUBSECTION Q; "SECTION 8 "SUPPLEMENTARY DISTRICT REGULATIONS," SUBSECTION I "LANDSCAPING AND SCREENING REQUIREMENTS," PARAGRAPH 2.E(3)(B) AND PARAGRAPH 2.F(3)(A)(III); AND "SECTION 20 "DEFINITIONS" OF THE FRIENDSWOOD CITY CODE TO REMOVE THE MULTI-FAMILY RESIDENTIAL (MFR) REFERENCE FROM THE GARDEN HOME DISTRICT (GHD) ZONING DISTRICT, TO ESTABLISH ARCHITECTURAL AND SITE RELATED REQUIREMENTS FOR GARDEN HOME DEVELOPMENTS, AND TO AMEND THE DEFINITION OF "DWELLING, GARDEN HOME"; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Friendswood 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, the Planning and Zoning Commission of the City of Friendswood 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, STATE OF TEXAS:

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

Section 2. That Appendix C "Zoning" "Section 2. Establishment of Districts" of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 2. Establishment of districts.

The city is hereby divided into the following districts:

	District		Description	Density (units per acre)
	Old	New		
A.	R-1	SFR	Single-Family Residential Dwelling District	2.7

District		Description	Density (units per acre)
Old	New		
A.1.		SFR-E Single-Family Residential Dwelling Estate District	0.5
B.	R-2 and R-3	MFR-L Multiple-Family Residential Dwelling District—Low	6.0
C.	R-4	MFR-M Multiple-Family Residential Dwelling District—Medium	9.0
C.1.		[MFR]-GHD Garden Home Residential District	6.0
D.	R-5	MFR-H Multiple-Family Residential Dwelling District—Highest	12.0
E.	R-6	MHR Mobile Home Residential Dwelling District	10.0
F.	C-1	CSC Community Shopping Center District	
G.	C-2	NC Neighborhood Commercial District	
G.1	G-1	LNC Local Neighborhood Commercial District	
H.	C-3	OPD Office Park District	
I.	C-1	DD Downtown District	
J.		PUD Planned Unit District	
K.		RSC Regional Shopping Center District	
L.	A-1	A-1 Agricultural District	
M.	M-1	LI Light Industrial District	
N.		I Industrial District	
O.		BP Business Park District	

Section 3. That Appendix C "Zoning" "Section 6. Nonconforming uses, structures, and lots," Subsection B "Nonconforming uses," Paragraph 4 of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 6. Nonconforming uses, structures, and lots.

B. *Nonconforming uses.*

...

4. To avoid undue hardship, nothing in this appendix shall be deemed to require a change in the plans, construction, or designated use of any building on which an active process was lawfully begun prior to the effective date of adoption or amendment of the ordinance from which this appendix is derived and upon which an active process has been carried on diligently. The phrase "active process" is hereby defined as follows:
 - a. For land zoned single-family residential (SFR), single-family residential estate (SFR-E), or [~~multiple family~~] garden home district ([~~MFR~~]-GHD), a development proposal must be in conjunction with a previously approved preliminary plat;
 - b. For land zoned NC (neighborhood commercial), CSC (community shopping center), DD (downtown district), LNC (local neighborhood commercial), OPD (office park district), LI (light industrial), I (industrial), BP (business park) or A-1 (agricultural), when the land is subject to a valid existing preliminary site plan in accordance with section 9; or
 - c. For land zoned MFR-H (multiple-family residential—high density), MFR-M (multiple-family residential—medium density), MFR-L (multiple-family residential—low density) or PUD (planned unit district), when a proposed specific

use permit (SUP) has been heard at ~~a joint~~ public hearings of the city council and the planning and zoning commission.

Section 4. That Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection C.1 of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

...

C.1. ~~[MFR-]GHD, [garden home] residential, general purpose and description.~~ The GHD, Garden Home~~[Residential]~~ District, is intended to provide ~~[multifamily low]~~ medium-density, detached, single-family dwellings [units] having open space between units which exceed ~~[existing normal]~~ multi-family buildings, with density not exceeding six units per acre. ~~[The intent of these regulations is to allow development of property which:~~

(1) ~~May have limited area suitable for residential development due to geographical limitations;~~

(2) ~~Have portions of the property subject to flooding; or]~~

~~[(3)]~~The district may be [Is] located adjacent to a district of a different zoning designation, and for which the development as ~~[MFR-]GHD~~ would be appropriate as a buffer between incompatible land uses.

(1) Dwellings in the GHD utilize a zero-foot lot line along one side of the property. The intent is to utilize one side of the structure as a shared wall and create a U-shaped, garden area or patio inset on the opposite side of the structure.

(2) Fifty percent or more of one side of the structure shall be located within (1) one foot of the zero-lot line. Building walls which are located on the zero-foot lot line shall meet the adopted building code requirements, which may limit the types of allowed penetrations and projections.

(3) The final plat shall show graphic easements, or a plat note, that dedicates a five (5) foot wide access and maintenance easement for all lots adjacent to lots with a zero-foot lot line. The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling.

(4) The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the subject property.

(5) The interior living area of the first floor of any two-story residential structure in [MFR-] GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces, and garages.

Section 5. That Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection P "Permitted uses," Subsection 6 "Permitted use table" of the Friendswood City Code is hereby amended, for the residential use districts only, to read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

...

P. *Permitted uses.*

...

6. *Permitted use table.*

Residential Uses	SFR and SFR-E	[MFR-] GHD	MFR-L	MFR-M	MFR-H	MHR	CSC	NC	LNC	OPD	DD	A-1	L1	I	BP
Single-Family Residence	P		P												
[Multi-Family Residence] Garden Home Residence		P													
Multiple-Family Residence—Low Density			P	P	P										
Multiple-Family Residence—Medium Density				P	P										
Multiple-Family Residence—High Density					P										
Mobile Home Residence						P									

Section 6. That the City of Friendswood Code of Ordinances, Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection P "Permitted uses," Subsection 6 "Permitted use table," of the Friendswood City Code is hereby amended to change the title of zoning districts in the heading of the NAICS Industry Descriptions Table, which heading shall read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

...

P. *Permitted uses.*

...

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
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Section 7. That Appendix C "Zoning" Section 7 "Schedule of District Regulations" Subsection Q "District area and height regulations," Paragraph 2 of the Friendswood City Code is hereby amended by revising the "Regulation Matrix – Residential Zoning Districts" and paragraphs A through K immediately thereafter, which amendments shall read as follows:

APPENDIX C. ZONING

Section 7. Schedule of district regulations.

- Q. *District area and height regulations.*
 2. See regulation matrix.

REGULATION MATRIX—RESIDENTIAL DISTRICTS

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards—Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear (a)	Side						
						Interior (d)	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single-Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%
SFR-E Single-Family—Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20%
MFR-L Multifamily—Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50%
MFR-M Multifamily—Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MFR-H Multifamily—Highest	12	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20	K	No	50%
A-1	—	—	—	25 B	25	10 I	25 B	20 C	40	K	No	10%
[MFR-]GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, E, F	5 B, H	4 C, H	40	K	Yes D	50%

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3.

- A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.
- B. 35 feet on thoroughfares.
- C. 25 feet on thoroughfares.

- D. Zero-foot lot line ~~[setback]~~ on one side only, ~~[minimum five-foot separation between buildings]~~.
- E. Ten-foot minimum separation between buildings.
- F. Lots currently in existence with less than 90 feet of width may continue with the same existing setback provided they are not less than a minimum of five feet.
- G. Developer must elect either units per acre or lot area. Two-family residential units on two lots are required when lot area is elected.
- H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the drainage utility/access easement (if streets are private), whichever is greater.
- I. 25 feet when abutting land zoned single-family residential (SFR) district.
- J. ~~[Ten feet when abutting land zoned anything other than MFR GHD (garden home district)]~~ Reserved
- K. Parking is required in accordance with the parking group table in the design criteria manual.

Section 8. That Appendix C "Zoning" Section 8 "Supplementary District Regulations," Subsection I "Landscaping and screening requirements," Paragraph 2.e(3)(b) of the Friendswood City Code to read as follows:

APPENDIX C. ZONING

Section 8. Supplementary district regulations.

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

Section 9. That Appendix C "Zoning" Section 8 "Supplementary District Regulations," Subsection I "Landscaping and screening requirements," Paragraph 2.f(3)(a)(iii) of the Friendswood City Code to read as follows:

APPENDIX C. ZONING

Section 8. Supplementary district regulations.

...

I. *Landscaping and screening requirements.*

...

2. *Perimeter landscaping and screening.*

...

f. *Preserving trees; historical significance.*

...

(3) Tree survey required.

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

...

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

Section 10. That Appendix C "Zoning" "Section 20. Definitions," Dwelling, garden home" of the Friendswood City Code is hereby amended to revise the definition of "Dwelling, garden home" to read as follows:

APPENDIX C. ZONING

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:

...

Dwelling, garden home, means a detached dwelling unit which utilizes smaller lots than traditional single-family houses and where the building is built along a "zero" side lot line.~~[is structurally attached to another dwelling unit but which does not share a common wall.]~~

Section 11. That this ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. A 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 12. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 13. That in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 14. 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 4th day of April, 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 2nd day of May, 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: May 2, 2022

Date submitted: 04/06/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its distribution cost recovery factor to increase distribution rates within the City.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On April 5, 2022, CenterPoint Energy Houston Electric, LLC ("CenterPoint") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to increase distribution rates in each of the cities in its service area. In the filing, CenterPoint is proposing an adjustment to include additional distribution invested capital placed in service from January 1, 2019, to December 31, 2021. As a result of that adjustment, CenterPoint is proposing a Total DCRF Revenue Requirement of \$198,422,017 to be effective on September 1, 2022. The resulting Total DCRF Revenue Requirement sought by CenterPoint constitutes a \$145,680,810 increase to the currently approved total distribution revenue requirement that is scheduled to go into effect on September 1, 2022.

The City, along with approximately 40 other cities served by CenterPoint, is a member of the Gulf Coast Coalition of Cities ("GCCC"). GCCC has engaged the services of a consultant to review CenterPoint's filing. GCCC's attorney has recommended that all GCCC members adopt the Resolution denying the rate change.

Should Council adopt this resolution, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Denying 2022 CenterPoint DCRF

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING THE APPLICATION OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 5, 2022, CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to 16 Tex. Admin. Code § 25.243 seeking Total DCRF Revenue Requirement \$198,422,017 to be effective on September 1, 2022; and

WHEREAS, electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF; NOW THEREFORE,

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and are hereby denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 4. That a copy of this resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002 and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of May, 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: May 2, 2022

Date submitted: 04/06/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider a resolution denying the application of Texas New Mexico Power Company for approval to amend its distribution cost recovery factor to increase distribution rates within the City.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On April 5, 2022, Texas-New Mexico Power Company ("TNMP") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to increase distribution rates within each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$9,706,846.

The resolution denies TNMP's application and authorizes the City to join with the Cities Served by TNMP to evaluate the filing, to determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Denial Resolution - 2022 TNMP DCRF

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING THE APPLICATION OF TEXAS-NEW MEXICO POWER COMPANY'S FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY; AUTHORIZING PARTICIPATION WITH TNMP CITIES; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Friendswood, Texas (the "City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP" or "Company") with an interest in the rates and charges of TNMP; and

WHEREAS, the cities served by Texas-New Mexico Power Company ("TNMP Cities") is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 5, 2022, TNMP filed with the Commission its Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 53436, seeking to increase distribution rates by \$9,706,846 annually; and

WHEREAS, the City will cooperate with TNMP Cities in coordinating their review of TNMP's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, electric utility customers residing in the City will be impacted by this ratemaking proceeding if TNMP's Application is granted; and

WHEREAS, working with the TNMP Cities to review the rates charged by TNMP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, TNMP Cities' members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny TNMP's DCRF; NOW THEREFORE,

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

Section 1. That the City is authorized to participate with TNMP Cities in Commission Docket No. 53436.

Section 2. That, subject to the right to terminate employment at any time, the City of Friendswood hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to negotiate with the Company, to make recommendations to the

City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of TNMP's DCRF application.

Section 3. That the rates proposed by TNMP to be recovered through its DCRF charged to customers located within the City limits are hereby denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by TNMP within 30 days of the adoption of this resolution, and within 30 days of presenting monthly bills to TNMP thereafter.

Section 6. That a copy of this resolution shall be sent to Scott Seamster, Associate General Counsel, Texas-New Mexico Power Company, 577 N. Garden Ridge Blvd., Lewisville, Texas 75067, and to Thomas Brocato, General Counsel to TNMP Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

Section 7. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of May, 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: May 2, 2022

Date submitted: 04/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the final acceptance of the Sterling Creek, Section 5 and 6 Public Paving and Utilities Improvements Project at the completion of the contractor's one-year maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of Sterling Creek, Section 5 and 6 Public Paving and Utilities Improvement Project (the "Project") in May 2021. That maintenance bond has now expired. This agenda item is to authorize the final acceptance of the Project and formally release the bond.

City staff conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

David Wright Construction Company, Ltd. will have its bond released immediately upon final acceptance of the City Council.

RECOMMENDATIONS

Authorize the final acceptance of the Sterling Creek, Section 5 and 6 public paving and utilities improvement project and release the maintenance bond.

ATTACHMENTS

1. 00825 - Release of Bond Sterling Creek Section 5 -6



City of Friendswood

Engineering Department
15355 Blackhawk Boulevard
Friendswood, Texas 77546-2801

DOCUMENT 00825

Release of Bond

PROJECT NAME: May 2, 2022
PROJECT NAME: Sterling Creek, Sections 5 & 6

TO: David Wight Construction Company, Ltd.
4300 Mandale
Alvin, TX 77511

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One-Year Warranty. This project was brought before the City Council on May 03, 2021, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Warranty Maintenance Bond, from Merchants Bonding Company, P.O. Box 14498, Des Moines, Iowa, 50306-3498, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering

Date

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 04/18/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the disposal of nine Public Works vehicles and six heavy equipment pieces through Public Surplus Auction.

Originating Department: Public Works

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Public Works and Administrative Services Departments present nine (9) Public Works vehicles and six (6) Public Works pieces of heavy equipment machinery for disposal. The items will be disposed of through Public Purchase Auction. All of these vehicles and equipment have been in service for 10 years or more. A few of the items were impacted by Hurricane Harvey and were decommissioned, replaced with insurance proceeds, or too costly to continue to repair. Auctioning these items will also assist us with our critical effort of applying continued housekeeping at our public works yard. If approved, the vehicles and equipment to be auctioned are identified below:

PW37 - 2006 Ford F250 - VIN# 1FTSW20576ED01939
PW42 - 2009 Ford F150 - VIN# 1FTRX12W79KB83988
PW44 - 2000 Ford F150 - VIN# 1FTRX17W8YNB21070
PW45 - 2010 Ford F150 - VIN# 1FTEX1CW8AFB13507
PW46 - 2010 Ford F150 - VIN# 1FTEX1CW6AFB13506
PW50 - 2011 Ford F150 - VIN# 1FTFX1CF8BFA15020
PW53 - 1995 Dodge 2500 - VIN# 1B7KC26C2SS216372
PW71 - 2006 Chevrolet 1500 - VIN# 3GCEC14V16G224598
PW109 - 2001 New Holland Backhoe/ loader - 31031618
PW112 - 1999 John Deere Mower - LO4300C335279
PW122 - Ford F350 - VIN# 2FDKF37M6RCA49514
PW177 - Leaf trailer - N/A - Homemade
S-10 - 1952 CAT 112 Maintainer - 82F692
S-38 - 1984 Ford 5610 tractor - C707386
S-78 - 1987 Case 385 - B005086C10B47005

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of these items will be deposited into the sale of assets in the Vehicle Replacement Fund.

| |
|------------------------|
| RECOMMENDATIONS |
|------------------------|

Staff recommends Mayor and Council consent to disposal of these assets in the manner described above.

| |
|--------------------|
| ATTACHMENTS |
|--------------------|

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 03/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the March 2022 tax report.

Originating Department: City Manager

Degree of importance:

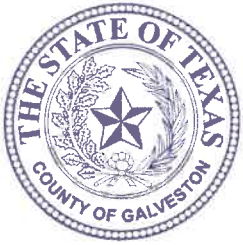
SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax March 2022



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



April 6, 2022

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 March, 2022 is true and correct.

Under my hand and seal this 6th day of April, 2022.

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

04/01/2022 16:33:53 3985247
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 03/01/2022 THRU 03/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 32
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 | 271,611.86 | .00 | 16,750.85 | .00 | 288,362.71 | 602.89 | .00 | .00 | 288,965.60 |
| | I & S | .102167 | 72,049.69 | .00 | 4,443.41 | .00 | 76,493.10 | .00 | .00 | .00 | 76,493.10 |
| | TOTAL | .487314 | 343,661.55 | .00 | 21,194.26 | .00 | 364,855.81 | 602.89 | .00 | .00 | 365,458.70 |
| 2020 | M & O | .392153 | 376.82- | .00 | 831.87 | .00 | 455.05 | 942.02 | .00 | .00 | 1,397.07 |
| | I & S | .095161 | 91.41- | .00 | 201.85 | .00 | 110.44 | .00 | .00 | .00 | 110.44 |
| | TOTAL | .487314 | 468.23- | .00 | 1,033.72 | .00 | 565.49 | 942.02 | .00 | .00 | 1,507.51 |
| 2019 | M & O | .432160 | 631.31 | .00 | 516.91 | .00 | 1,148.22 | 457.30 | .00 | .00 | 1,605.52 |
| | I & S | .089279 | 130.42 | .00 | 106.78 | .00 | 237.20 | .00 | .00 | .00 | 237.20 |
| | TOTAL | .521439 | 761.73 | .00 | 623.69 | .00 | 1,385.42 | 457.30 | .00 | .00 | 1,842.72 |
| 2018 | M & O | .437173 | 17.54 | .00 | 6.13 | .00 | 23.67 | 4.47 | .00 | .00 | 28.14 |
| | I & S | .095218 | 3.81 | .00 | 1.33 | .00 | 5.14 | .00 | .00 | .00 | 5.14 |
| | TOTAL | .532391 | 21.35 | .00 | 7.46 | .00 | 28.81 | 4.47 | .00 | .00 | 33.28 |
| 2017 | M & O | .432349 | 157.62 | .00 | 94.67 | .00 | 252.29 | 60.35 | .00 | .00 | 312.64 |
| | I & S | .095000 | 34.64 | .00 | 20.80 | .00 | 55.44 | .00 | .00 | .00 | 55.44 |
| | TOTAL | .527349 | 192.26 | .00 | 115.47 | .00 | 307.73 | 60.35 | .00 | .00 | 368.08 |
| 2016 | M & O | .462000 | 17.39 | .00 | 9.57 | .00 | 26.96 | 5.32 | .00 | .00 | 32.28 |
| | I & S | .084000 | 3.15 | .00 | 1.74 | .00 | 4.89 | .00 | .00 | .00 | 4.89 |
| | TOTAL | .546000 | 20.54 | .00 | 11.31 | .00 | 31.85 | 5.32 | .00 | .00 | 37.17 |
| 2015 | M & O | .497200 | 22.28 | .00 | 11.97 | .00 | 34.25 | 5.92 | .00 | .00 | 40.17 |
| | I & S | .071500 | 3.20 | .00 | 1.72 | .00 | 4.92 | .00 | .00 | .00 | 4.92 |
| | TOTAL | .568700 | 25.48 | .00 | 13.69 | .00 | 39.17 | 5.92 | .00 | .00 | 45.09 |
| 2014 | M & O | .530300 | 15.91 | .00 | 14.55 | .00 | 30.46 | 6.56 | .00 | .00 | 37.02 |
| | I & S | .061100 | 1.83 | .00 | 1.68 | .00 | 3.51 | .00 | .00 | .00 | 3.51 |
| | TOTAL | .591400 | 17.74 | .00 | 16.23 | .00 | 33.97 | 6.56 | .00 | .00 | 40.53 |
| 2013 | M & O | .530300 | 15.38 | .00 | 15.89 | .00 | 31.27 | 6.86 | .00 | .00 | 38.13 |
| | I & S | .061100 | 1.77 | .00 | 1.83 | .00 | 3.60 | .00 | .00 | .00 | 3.60 |
| | TOTAL | .591400 | 17.15 | .00 | 17.72 | .00 | 34.87 | 6.86 | .00 | .00 | 41.73 |
| 2012 | M & O | .530700 | 10.62 | .00 | 11.47 | .00 | 22.09 | 4.73 | .00 | .00 | 26.82 |
| | I & S | .066300 | 1.33 | .00 | 1.43 | .00 | 2.76 | .00 | .00 | .00 | 2.76 |
| | TOTAL | .597000 | 11.95 | .00 | 12.90 | .00 | 24.85 | 4.73 | .00 | .00 | 29.58 |
| 2011 | M & O | .521800 | .52 | .00 | .70 | .00 | 1.22 | .00 | .00 | .00 | 1.22 |
| | I & S | .068400 | .07 | .00 | .09 | .00 | .16 | .00 | .00 | .00 | .16 |
| | TOTAL | .590200 | .59 | .00 | .79 | .00 | 1.38 | .00 | .00 | .00 | 1.38 |
| 2010 | M & O | .519800 | 1.04 | .00 | .00 | .00 | 1.04 | .00 | .00 | .00 | 1.04 |
| | I & S | .065300 | .14 | .00 | .00 | .00 | .14 | .00 | .00 | .00 | .14 |
| | TOTAL | .585100 | 1.18 | .00 | .00 | .00 | 1.18 | .00 | .00 | .00 | 1.18 |

04/01/2022 16:33:53 3985247
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL

LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 03/01/2022 THRU 03/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
INCLUDES AG ROLLBACK

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|------------|----------------|------------------|------------|----------------|----------|------------|---------------|----------------|
| 2009 | M & O | .499700 | 1.00 | .00 | 1.58 | .00 | 2.58 | .60 | .00 | .00 | 3.18 |
| | I & S | .080000 | .16 | .00 | .26 | .00 | .42 | .00 | .00 | .00 | .42 |
| | TOTAL | .579700 | 1.16 | .00 | 1.84 | .00 | 3.00 | .60 | .00 | .00 | 3.60 |
| 2008 | M & O | .509700 | 1.02 | .00 | .00 | .00 | 1.02 | .00 | .00 | .00 | 1.02 |
| | I & S | .070000 | .14 | .00 | .00 | .00 | .14 | .00 | .00 | .00 | .14 |
| | TOTAL | .579700 | 1.16 | .00 | .00 | .00 | 1.16 | .00 | .00 | .00 | 1.16 |
| 2007 | M & O | .501600 | 1.00 | .00 | 1.72 | .00 | 2.72 | .00 | .00 | .00 | 2.72 |
| | I & S | .074800 | .16 | .00 | .26 | .00 | .42 | .00 | .00 | .00 | .42 |
| | TOTAL | .576400 | 1.16 | .00 | 1.98 | .00 | 3.14 | .00 | .00 | .00 | 3.14 |
| ALL | M & O | | 272,127.67 | .00 | 18,267.88 | .00 | 290,395.55 | 2,097.02 | .00 | .00 | 292,492.57 |
| ALL | I & S | | 72,139.10 | .00 | 4,783.18 | .00 | 76,922.28 | .00 | .00 | .00 | 76,922.28 |
| ALL | TOTAL | | 344,266.77 | .00 | 23,051.06 | .00 | 367,317.83 | 2,097.02 | .00 | .00 | 369,414.85 |
| DLQ | M & O | | 515.81 | .00 | 1,517.03 | .00 | 2,032.84 | 1,494.13 | .00 | .00 | 3,526.97 |
| DLQ | I & S | | 89.41 | .00 | 339.77 | .00 | 429.18 | .00 | .00 | .00 | 429.18 |
| DLQ | TOTAL | | 605.22 | .00 | 1,856.80 | .00 | 2,462.02 | 1,494.13 | .00 | .00 | 3,956.15 |
| CURR | M & O | | 271,611.86 | .00 | 16,750.85 | .00 | 288,362.71 | 602.89 | .00 | .00 | 288,965.60 |
| CURR | I & S | | 72,049.69 | .00 | 4,443.41 | .00 | 76,493.10 | .00 | .00 | .00 | 76,493.10 |
| CURR | TOTAL | | 343,661.55 | .00 | 21,194.26 | .00 | 364,855.81 | 602.89 | .00 | .00 | 365,458.70 |

04/01/2022 16:31:49
TC298-M SELECTION: DEPOSIT

3985247

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2022 THRU 03/31/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 146
INCLUDES AG ROLLBACK

| YEAR | DEPOSIT | ACCOUNT NUMBER | LEF
YR/MO | LEVY
PAID | DISCOUNT
GIVEN | PENALTY
INTEREST | ATTORNEY CAUSE /REV | REFUND
AMOUNT | PAYMENT
AMOUNT CAT |
|------|----------|----------------|--------------|--------------|-------------------|---------------------|---------------------|------------------|-----------------------|
| 2019 | RF220317 | H2220155 | 202001 | 0.20- | 0.00 | 0.00 | 0.00 HK31 | 0.20 | 0.00 RF |
| 2019 | RF220317 | H2220155 | 202001 | 0.00 | 0.00 | 0.00 | 0.00 HK31 | 0.20- | 0.20 RF |
| 2019 | RF220317 | H410110000045 | 202001 | 908.06- | 0.00 | 0.00 | 0.00 HK31 | 908.06 | 0.00 RF |
| 2019 | RF220317 | H410110000045 | 202001 | 0.00 | 0.00 | 0.00 | 0.00 HK31 | 908.06- | 908.06 RF |

2019 TOTAL

908.26-

0.00

0.00

908.26-

| | | | | | | | | | |
|------|----------|---------------|--------|---------|------|------|-----------|---------|-----------|
| 2020 | RF220309 | 200841 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 381.33- | 381.33 RF |
| 2020 | RF220309 | 200841 | 202012 | 381.33- | 0.00 | 0.00 | 0.00 20S1 | 381.33 | 0.00 RF |
| 2020 | RF220309 | 201007 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 258.31- | 258.31 RF |
| 2020 | RF220309 | 201007 | 202012 | 258.31- | 0.00 | 0.00 | 0.00 20S1 | 258.31 | 0.00 RF |
| 2020 | RF220309 | 202604 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 407.21- | 407.21 RF |
| 2020 | RF220309 | 202604 | 202012 | 407.21- | 0.00 | 0.00 | 0.00 20S1 | 407.21 | 0.00 RF |
| 2020 | RF220309 | 203060 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 232.80- | 232.80 RF |
| 2020 | RF220309 | 203060 | 202012 | 232.80- | 0.00 | 0.00 | 0.00 20S1 | 232.80 | 0.00 RF |
| 2020 | RF220309 | 218893 | 202012 | 195.64- | 0.00 | 0.00 | 0.00 20S1 | 195.64 | 0.00 RF |
| 2020 | RF220309 | 218893 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 233.91 | 233.91 RF |
| 2020 | RF220309 | 287511 | 202012 | 233.91- | 0.00 | 0.00 | 0.00 20S1 | 233.91 | 0.00 RF |
| 2020 | RF220309 | 287511 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 121.83 | 121.83 RF |
| 2020 | RF220309 | 293544 | 202101 | 121.83- | 0.00 | 0.00 | 0.00 20S1 | 121.83 | 0.00 RF |
| 2020 | RF220309 | 293544 | 202101 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 121.83 | 0.00 RF |
| 2020 | RF220309 | 524107 | 202012 | 121.83- | 0.00 | 0.00 | 0.00 20S1 | 121.83 | 0.00 RF |
| 2020 | RF220309 | 524107 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 121.83- | 121.83 RF |
| 2020 | RF220309 | 601263 | 202012 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 763.26- | 763.26 RF |
| 2020 | RF220309 | 601263 | 202012 | 763.26- | 0.00 | 0.00 | 0.00 20S1 | 763.26 | 0.00 RF |
| 2020 | RF220309 | 606645 | 202101 | 0.00 | 0.00 | 0.00 | 0.00 20S1 | 381.33- | 381.33 RF |
| 2020 | RF220309 | 606645 | 202101 | 381.33- | 0.00 | 0.00 | 0.00 20S1 | 562.37 | 562.37 RF |
| 2020 | RF220309 | 720933 | 202011 | 562.37- | 0.00 | 0.00 | 0.00 20S1 | 562.37- | 562.37 RF |
| 2020 | RF220309 | 720933 | 202011 | 0.00 | 0.00 | 0.00 | 0.00 HK19 | 848.63 | 848.63 RF |
| 2020 | RF220317 | H410110000045 | 202101 | 848.63- | 0.00 | 0.00 | 0.00 HK19 | 848.63- | 848.63 RF |
| 2020 | RF220317 | H410110000045 | 202101 | 0.00 | 0.00 | 0.00 | 0.00 HK19 | 848.63 | 0.00 RF |

2020 TOTAL

4,508.45-

0.00

0.00

0.00

0.00

4,508.45-

| | | | | | | | | | |
|------|--------------|---------------|--------|-----------|------|--------|-----------|---------|-------------|
| 2021 | RF220318 | 1043990010009 | 202112 | 121.83- | 0.00 | 0.00 | 0.00 HK07 | 121.83 | 0.00 RF |
| 2021 | RF220318 | 1043990010009 | 202112 | 0.00 | 0.00 | 0.00 | 0.00 HK07 | 121.83- | 121.83 RF |
| 2021 | 763032222T | 1050080000035 | 202202 | 894.44- | 0.00 | 15.93- | 0.00 CERT | 0.00 | 910.37 TR |
| 2021 | 908031222TR | 1050130000012 | 202202 | 41.66- | 0.00 | 2.62- | 0.00 CERT | 0.00 | 44.28 TR |
| 2021 | 908031622TR | 1063170000001 | 202203 | 253.79- | 0.00 | 22.84- | 0.00 HS01 | 0.00 | 276.63 TR |
| 2021 | 864031022PHC | 1084720000031 | 202202 | 688.10- | 0.00 | 48.17- | 0.00 CERT | 0.00 | 736.27 TR |
| 2021 | 763031022T | 1097980000026 | 202112 | 800.44- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 800.44 TR |
| 2021 | 929030322RV | 1206360010028 | 202202 | 344.25- | 0.00 | 24.09- | 0.00 HK03 | 0.00 | 368.34 TR |
| 2021 | 763031822T | 1209130030012 | 202112 | 1,301.25- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 1,301.25 TR |

| YEAR | DEPOSIT | ACCOUNT NUMBER | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | ATTORNEY CAUSE /REV | REFUND AMOUNT | PAYMENT AMOUNT CAT |
|------|--------------|----------------|-----------|----------------|------------------|---------------------|---------------|--------------------|
| 2021 | 763031822T | 1294700060041 | 1,406.82- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 1,406.82-TR |
| 2021 | 869898032422 | 168026 | 84.40- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 84.40-TR |
| 2021 | 763031022T | 168291 | 504.63- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 504.63-TR |
| 2021 | 929030322RV | 168725 | 195.78- | 0.00 | 13.71- | 0.00 CERT | 0.00 | 209.49-TR |
| 2021 | RF220309 | 184318 | 390.94- | 0.00 | 0.00 | 0.00 21SO | 390.94 | 0.00 RF |
| 2021 | RF220309 | 184318 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 390.94- | 121.83-RF |
| 2021 | RF220309 | 184480 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 121.83- | 121.83-RF |
| 2021 | RF220309 | 184480 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 121.83 | 0.00 RF |
| 2021 | 832988033022 | 200405 | 105.42- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 105.42-TR |
| 2021 | 832988033022 | 200405 | 105.44- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 105.44-TR |
| 2021 | 832988033022 | 200405 | 105.44- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 105.44-TR |
| 2021 | RF220309 | 200841 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 374.26- | 374.26-RF |
| 2021 | RF220309 | 200841 | 374.26- | 0.00 | 0.00 | 0.00 21SO | 374.26 | 0.00 RF |
| 2021 | RF220309 | 201007 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 386.71- | 386.71-RF |
| 2021 | RF220309 | 201007 | 386.71- | 0.00 | 0.00 | 0.00 21SO | 386.71 | 0.00 RF |
| 2021 | RF220309 | 201706 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 327.35- | 327.35-RF |
| 2021 | RF220309 | 201706 | 327.35- | 0.00 | 0.00 | 0.00 21SO | 327.35 | 0.00 RF |
| 2021 | RF220309 | 202524 | 14.62- | 0.00 | 0.00 | 0.00 21SO | 14.62- | 14.62-RF |
| 2021 | RF220309 | 202524 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 14.62- | 14.62-RF |
| 2021 | RF220309 | 202604 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 834.42- | 834.42-RF |
| 2021 | RF220309 | 202604 | 834.42- | 0.00 | 0.00 | 0.00 21SO | 834.42 | 0.00 RF |
| 2021 | RF220309 | 203060 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 280.85- | 280.85-RF |
| 2021 | RF220309 | 203060 | 280.85- | 0.00 | 0.00 | 0.00 21SO | 280.85 | 0.00 RF |
| 2021 | 763030922T | 203434 | 998.02- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 998.02-TR |
| 2021 | RF220309 | 218773 | 163.75- | 0.00 | 0.00 | 0.00 21SO | 163.75 | 0.00 RF |
| 2021 | RF220309 | 218773 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 163.75- | 163.75-RF |
| 2021 | RF220309 | 218893 | 359.73- | 0.00 | 0.00 | 0.00 21SO | 359.73 | 0.00 RF |
| 2021 | RF220309 | 218893 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 359.73- | 359.73-RF |
| 2021 | 763031422T | 218926 | 896.27- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 896.27-TR |
| 2021 | RF220309 | 219323 | 121.82- | 0.00 | 0.00 | 0.00 21SO | 121.82 | 0.00 RF |
| 2021 | RF220309 | 219323 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 121.82- | 121.82-RF |
| 2021 | 903030122T | 233534 | 5,116.80- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 5,116.80-TR |
| 2021 | RF220309 | 287511 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 335.27- | 335.27-RF |
| 2021 | RF220309 | 287511 | 335.27- | 0.00 | 0.00 | 0.00 21SO | 335.27 | 0.00 RF |
| 2021 | QP220303 | 292467 | 57.37- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 57.37-TR |
| 2021 | 903030322T | 306593 | 1,684.47- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 1,684.47-TR |
| 2021 | RF220309 | 306593 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 121.83- | 121.83-RF |
| 2021 | RF220309 | 306593 | 121.83- | 0.00 | 0.00 | 0.00 21SO | 121.83 | 0.00 RF |
| 2021 | 929030322RV | 310200 | 195.13- | 0.00 | 13.66- | 0.00 CERT | 0.00 | 208.79-TR |
| 2021 | 903030322T | 310905 | 666.01- | 0.00 | 0.00 | 0.00 21SO | 0.00 | 666.01-TR |
| 2021 | RF220309 | 380032 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 121.82- | 121.82-RF |
| 2021 | RF220309 | 380032 | 121.82- | 0.00 | 0.00 | 0.00 21SO | 121.82 | 0.00 RF |
| 2021 | RF220309 | 387486 | 0.00 | 0.00 | 0.00 | 0.00 21SO | 121.83- | 121.83-RF |
| 2021 | RF220309 | 387486 | 121.83- | 0.00 | 0.00 | 0.00 21SO | 121.83 | 0.00 RF |
| 2021 | QP220301 | 394285 | 0.01- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 0.01-TR |

04/01/2022 16:31:49
TC298-M SELECTION: DEPOSIT

3985247

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2022 THRU 03/31/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 148
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 | 763032522T | 394657 | 202111 | 1,282.22- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 1,282.22-TR |
| 2021 | RF220309 | 518326 | 202112 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 567.67- | 567.67-RF |
| 2021 | RF220309 | 518326 | 202112 | 567.67- | 0.00 | 0.00 | 0.00 21S0 | 567.67 | 0.00 RF |
| 2021 | RF220309 | 524107 | 202112 | 273.06- | 0.00 | 0.00 | 0.00 21S0 | 273.06 | 0.00 RF |
| 2021 | RF220309 | 524107 | 202112 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 273.06- | 273.06-RF |
| 2021 | RF220309 | 601263 | 202112 | 939.43- | 0.00 | 0.00 | 0.00 21S0 | 939.43 | 0.00 RF |
| 2021 | RF220309 | 601263 | 202112 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 939.43- | 939.43-RF |
| 2021 | RF220309 | 601640 | 202112 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 0.78- | 0.78-RF |
| 2021 | RF220309 | 601640 | 202112 | 0.78- | 0.00 | 0.00 | 0.00 21S0 | 0.78 | 0.00 RF |
| 2021 | RF220309 | 601646 | 202201 | 121.83- | 0.00 | 0.00 | 0.00 21S0 | 121.83 | 0.00 RF |
| 2021 | RF220309 | 601646 | 202201 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 121.83- | 121.83-RF |
| 2021 | RF220309 | 606645 | 202111 | 403.49- | 0.00 | 0.00 | 0.00 21S0 | 463.49 | 0.00 RF |
| 2021 | RF220309 | 606645 | 202111 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 403.49- | 403.49-RF |
| 2021 | OP220303 | 610602 | 202202 | 0.01- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 0.01-TR |
| 2021 | 929030322RV | 612537 | 202202 | 172.00- | 0.00 | 12.04- | 0.00 CERT | 0.00 | 184.04-TR |
| 2021 | 908031022TR | 613518 | 202111 | 3,357.35- | 0.00 | 0.00 | 0.00 21S0 | 0.00 | 3,357.35-TR |
| 2021 | RF220309 | 720933 | 202112 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 801.93- | 801.93-RF |
| 2021 | RF220309 | 720933 | 202112 | 801.93- | 0.00 | 0.00 | 0.00 21S0 | 9.02- | 9.02-RF |
| 2021 | RF220309 | 726341 | 202101 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 801.93 | 0.00 RF |
| 2021 | RF220309 | 726341 | 202101 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 9.02 | 0.00 RF |
| 2021 | RF220309 | 733901 | 202101 | 9.02- | 0.00 | 0.00 | 0.00 21S0 | 429.29 | 429.29-RF |
| 2021 | RF220309 | 733901 | 202112 | 429.29- | 0.00 | 0.00 | 0.00 21S0 | 0.00 | 250.92-TR |
| 2021 | RF220309 | 733944 | 202111 | 0.00 | 0.00 | 0.00 | 0.00 CERT | 0.00 | 121.83-RF |
| 2021 | RF220309 | 733944 | 202111 | 250.92- | 0.00 | 0.00 | 0.00 21S0 | 0.00 | 121.83- |
| 2021 | RF220309 | 733969 | 202110 | 0.00 | 0.00 | 0.00 | 0.00 21S0 | 121.83 | 0.00 RF |
| 2021 | RF220309 | 733969 | 202110 | 121.83- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 236.20-TR |
| 2021 | 763032222T | 733975 | 202110 | 236.20- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 1,725.85-TR |
| 2021 | 763032222T | 735211 | 202202 | 1,695.65- | 0.00 | 30.20- | 0.00 CERT | 0.00 | 1,644.22-TR |
| 2021 | 902030122T | 736644 | 202112 | 1,644.22- | 0.00 | 0.00 | 0.00 CERT | 0.00 | 499.28-RF |
| 2021 | RF220318 | H410110000045 | 202202 | 466.61- | 0.00 | 32.67- | 0.00 HK07 | 499.28 | 0.00 RF |
| 2021 | RF220318 | H410110000045 | 202202 | 0.00 | 0.00 | 0.00 | 0.00 HK07 | 499.28- | 499.28-RF |
| 2021 | RF220318 | H410110000141 | 202201 | 879.87- | 0.00 | 0.00 | 0.00 HK07 | 879.87 | 0.00 RF |
| 2021 | RF220318 | H410110000141 | 202201 | 0.00 | 0.00 | 0.00 | 0.00 HK07 | 879.87- | 879.87-RF |
| 2021 TOTAL | | 34,298.18- | 0.00 | 215.93- | 0.00 | 0.00 | 0.00 | 0.00 | 34,514.11- |
| TOTAL REVERSALS | | 39,714.89- | 0.00 | 215.93- | 0.00 | 0.00 | 0.00 | 0.00 | 39,930.82- |

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 03/01/2022 THRU 03/31/2022
JURISDICTION: 337 FRIENDWD CITY

| YEAR DEPOSIT | ACCOUNT NUMBER | EFF
YR/MO | LEVY
PAID | DISCOUNT
GIVEN | PENALTY
INTEREST | ATTORNEY CAUSE / REV | REFUND
AMOUNT | PAYMENT
AMOUNT |
|--------------|-----------------|--------------|--------------|-------------------|---------------------|----------------------|------------------|-------------------|
| | 2007 TOTAL | | 1.16 | 0.00 | 1.98 | 0.00 | 0.00 | 3.14 |
| | 2008 TOTAL | | 1.16 | 0.00 | 0.00 | 0.00 | 0.00 | 1.16 |
| | 2009 TOTAL | | 1.16 | 0.00 | 1.84 | 0.60 | 0.00 | 3.60 |
| | 2010 TOTAL | | 1.18 | 0.00 | 0.00 | 0.00 | 0.00 | 1.18 |
| | 2011 TOTAL | | 0.59 | 0.00 | 0.79 | 0.00 | 0.00 | 1.38 |
| | 2012 TOTAL | | 11.95 | 0.00 | 12.90 | 4.73 | 0.00 | 29.58 |
| | 2013 TOTAL | | 17.15 | 0.00 | 17.72 | 6.86 | 0.00 | 41.73 |
| | 2014 TOTAL | | 17.74 | 0.00 | 16.23 | 6.56 | 0.00 | 40.53 |
| | 2015 TOTAL | | 25.48 | 0.00 | 13.69 | 5.92 | 0.00 | 45.09 |
| | 2016 TOTAL | | 20.54 | 0.00 | 11.31 | 5.32 | 0.00 | 37.17 |
| | 2017 TOTAL | | 192.26 | 0.00 | 115.47 | 60.35 | 0.00 | 368.08 |
| | 2018 TOTAL | | 21.35 | 0.00 | 7.46 | 4.47 | 0.00 | 33.28 |
| | 2019 TOTAL | | 1,669.99 | 0.00 | 623.69 | 457.30 | 0.00 | 2,750.98 |
| | 2020 TOTAL | | 4,040.22 | 0.00 | 1,033.72 | 942.02 | 0.00 | 6,015.96 |
| | 2021 TOTAL | | 377,959.73 | 0.00 | 21,410.19 | 602.89 | 0.00 | 399,972.81 |
| | TOTAL PAYMENTS | | 383,981.66 | 0.00 | 23,266.99 | 2,097.02 | 0.00 | 409,345.67 |
| | 2019 TOTAL | | 908.26- | 0.00 | 0.00 | 0.00 | 0.00 | 908.26- |
| | 2020 TOTAL | | 4,508.45- | 0.00 | 0.00 | 0.00 | 0.00 | 4,508.45- |
| | 2021 TOTAL | | 34,298.18- | 0.00 | 215.93- | 0.00 | 0.00 | 34,514.11- |
| | TOTAL REVERSALS | | 39,714.89- | 0.00 | 215.93- | 0.00 | 0.00 | 39,930.82- |
| | TOTAL FOR UNIT | | 344,266.77 | 0.00 | 23,051.06 | 2,097.02 | 0.00 | 369,414.85 |

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 | 227,828,739 | 4,442,495,931 | 00.487314 | 20,916,446.22 | 16,130 |

| YEAR | TAXES DUE | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD | BALANCE | COLL % | YTD UNCOLL |
|------|---------------|--------------|----------------|---------------|---------------|------------|--------|------------|
| 2021 | 19,829,708.43 | 1,086,737.79 | 1,086,737.79 | 20,182,952.09 | 20,182,952.09 | 733,494.13 | 96.49 | 0.00 |
| 2020 | 163,896.15 | 24,108.76- | 24,108.76- | 84,956.44 | 84,956.44 | 54,830.95 | 60.78 | 0.00 |
| 2019 | 51,659.09 | 8,120.08- | 8,120.08- | 10,346.17 | 10,346.17 | 33,192.84 | 23.76 | 0.04- |
| 2018 | 26,368.69 | 1,116.38- | 1,116.38- | 3,964.66 | 3,964.66 | 21,287.65 | 15.70 | 0.00 |
| 2017 | 16,281.55 | 65.92- | 65.92- | 2,361.78 | 2,361.78 | 13,853.85 | 14.56 | 0.00 |
| 2016 | 14,103.51 | 123.32- | 123.32- | 1,690.76 | 1,690.76 | 12,289.43 | 12.09 | 123.32- |
| 2015 | 13,124.77 | .00 | 0.00 | 786.24 | 786.24 | 12,338.53 | 5.99 | 0.00 |
| 2014 | 13,834.13 | .00 | 0.00 | 899.84 | 899.84 | 12,934.29 | 6.50 | 0.00 |
| 2013 | 10,663.54 | .00 | 0.00 | 669.67 | 669.67 | 9,993.87 | 6.28 | 0.00 |
| 2012 | 10,529.67 | .00 | 0.00 | 646.22 | 646.22 | 9,883.45 | 6.14 | 0.00 |
| 2011 | 9,853.75 | .00 | 0.00 | 553.03 | 553.03 | 9,300.72 | 5.61 | 0.00 |
| 2010 | 4,816.43 | 188.90- | 188.90- | 584.02 | 584.02 | 4,043.51 | 12.62 | 188.90- |
| 2009 | 6,212.93 | 145.52- | 145.52- | 577.02 | 577.02 | 5,490.39 | 9.51 | 145.52- |
| 2008 | 5,594.70 | 625.90- | 625.90- | 559.84 | 559.84 | 4,408.96 | 11.27 | 625.90- |
| 2007 | 1,976.80 | 622.34- | 622.34- | 9.28 | 9.28 | 1,345.18 | .69 | 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 | 122.84 | 122.84 | 1,298.61 | 8.64 | 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 | 1,050,384.40 | 1,050,384.40 | 20,291,679.90 | 20,291,679.90 | 945,171.81 | | 2,942.29- |

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 227
INCLUDES AG ROLLBACK

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| LAND VALUE | 5,827,810,207 | 5,827,810,207 | 63,624,385 | 163,610- | 63,460,775 | 5,891,270,982 |
| AG EXCLUSION | 33,691,313 | 33,691,313 | 204,734 | 0 | 204,734 | 33,896,047 |
| IMPROVEMENTS | 775,157,465 | 775,157,465 | 232,006,223 | 12,582,216- | 219,424,007 | 994,581,472 |
| APPRAISED VALUE | 5,827,810,207 | 5,827,810,207 | 295,630,608 | 12,745,826- | 282,884,782 | 6,110,694,989 |
| EXEMPTIONS | 1,579,451,702 | 1,579,451,702 | 49,272,589 | 5,783,454 | 55,056,043 | 1,634,507,745 |
| TAXABLE VALUE | 4,214,667,192 | 4,214,667,192 | 246,358,019 | 18,529,280- | 227,828,739 | 4,442,495,931 |
| LEVY | 19,829,708.43 | 19,829,708.43 | 1,414,082.63 | 327,344.84- | 1,086,737.79 | 20,916,446.22 |
| UNCOLLECTIBLE | .00 | .00 | .00 | .00 | .00 | .00 |
| RECEIVABLE | | | | | .00 | |
| EXEMPTION COUNTS: | | | | | | |
| HOMESTEADS | 10,298 | 10,298 | 539 | 53 | 56 | 10,354 |
| OVER 65 | 3,255 | 3,255 | 159 | 40 | 41 | 3,296 |
| DISABLED | 181 | 181 | 7 | 3 | 4 | 185 |
| VETERAN | 240 | 240 | 16 | 3 | 3 | 243 |
| TOTAL EXEMPT | 84 | 84 | 0 | 0 | 0 | 84 |

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
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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 | 203,488 | 2,196,991- | 1,993,503- | 704,419,837 |
| APPRAISED VALUE | 5,043,274,252 | 5,043,274,252 | 203,488 | 2,196,991- | 1,993,503- | 5,041,280,749 |
| EXEMPTIONS | 1,218,139,975 | 1,218,139,975 | 203,488 | 2,808,277 | 3,011,765 | 1,221,151,740 |
| TAXABLE VALUE | 3,797,796,969 | 3,797,796,969 | 0 | 5,005,268- | 5,005,268- | 3,792,791,701 |
| LEVY | 163,896.15 | 163,896.15 | .00 | 24,108.76- | 24,108.76- | 139,787.39 |
| UNCOLLECTIBLE | .00 | .00 | .00 | .00 | .00 | .00 |
| RECEIVABLE | | | | | .00 | |
| EXEMPTION COUNTS: | | | | | | |
| HOMESTEADS | 10,220 | 10,220 | 0 | 36 | 36 | 10,256 |
| OVER 65 | 3,163 | 3,163 | 0 | 17 | 17 | 3,180 |
| DISABLED | 182 | 182 | 0 | 1 | 1 | 183 |
| 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

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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 | 1,281,775 | 175,984- | 1,105,791 | 647,037,663 |
| APPRAISED VALUE | 4,537,437,822 | 4,537,437,822 | 1,281,775 | 175,984- | 1,105,791 | 4,538,543,613 |
| EXEMPTIONS | 1,018,439,121 | 1,018,439,121 | 1,281,775 | 1,279,603 | 2,561,378 | 1,021,000,499 |
| TAXABLE VALUE | 3,494,315,010 | 3,494,315,010 | 0 | 1,455,587- | 1,455,587- | 3,492,859,423 |
| LEVY | 51,659.09 | 51,659.09 | .00 | 8,120.08- | 8,120.08- | 43,539.01 |
| UNCOLLECTIBLE | .00 | .04 | .00 | .00 | .00 | .04 |
| RECEIVABLE | | | | | .00 | |
| EXEMPTION COUNTS: | | | | | | |
| HOMESTEADS | 10,000 | 10,000 | 0 | 15 | 15 | 10,015 |
| OVER 65 | 2,975 | 2,975 | 0 | 7 | 7 | 2,982 |
| DISABLED | 181 | 181 | 0 | 1 | 1 | 182 |
| VETERAN | 205 | 205 | 0 | 2 | 2 | 207 |
| 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: 230
INCLUDES AG ROLLBACK

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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 | | | | | .00 | |
| 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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
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
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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 | | | | | | |
| 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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 232
INCLUDES AG ROLLBACK

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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

| | CERTIFIED
ROLL
08/01/2021 | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|---------------------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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: 234
 INCLUDES AG ROLLBACK

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2008
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 235
INCLUDES AG ROLBACK

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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 | 1 | 1 | 7,212 |
| OVER 65 | 1,423 | 1,423 | 0 | 0 | 0 | 1,423 |
| DISABLED | 98 | 98 | 0 | 1 | 1 | 99 |
| VETERAN | 127 | 127 | 0 | 0 | 0 | 127 |
| TOTAL EXEMPT | 517 | 517 | 0 | 0 | 0 | 517 |

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2007
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 236
INCLUDES AG ROLLBACK

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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: 237
INCLUDES AG ROLBACK

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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: 238
INCLUDES AG ROLLBACK

| | CERTIFIED
ROLL
08/01/2021 | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|---------------------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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

JURISDICTION: 0337 FRIENDSWOOD CITY

| | CERTIFIED
ROLL | ROLL AS OF
08/01/2021 | SUPPLEMENTALS
THIS PERIOD | ADJUSTMENTS
THIS PERIOD | NET CHANGE
THIS PERIOD | ROLL AS OF
03/31/2022 |
|-------------------|-------------------|--------------------------|------------------------------|----------------------------|---------------------------|--------------------------|
| 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: April 6, 2022 8:58 AM

For Remitted Deposit Dates 03/01/2022 thru 03/31/2022 as of 04/06/2022

Version 1.51

| Tax Unit | | M & O Total | I & S Total | TIF Levy | TIF Interest | Fee Total | Total |
|------------------------------|-----------------------|-------------|-------------|----------|--------------|-----------|-------------|
| 337 FRIENDWD CITY | | | | | | | |
| ACH 74883 | Print Date:03/03/2022 | | | | | | |
| | Current | 13,385.40 | 3,550.75 | 0.00 | 0.00 | 0.00 | 16,936.15 |
| | Delq | 1,765.98 | 395.06 | 0.00 | 0.00 | 0.00 | 2,161.04 |
| Last Deposit Date 03/01/2022 | | \$15,151.38 | \$3,945.81 | \$0.00 | \$0.00 | \$0.00 | \$19,097.19 |
| ACH 74925 | Print Date:03/03/2022 | | | | | | |
| | Current | 48,610.37 | 12,894.72 | 0.00 | 0.00 | 0.00 | 61,505.09 |
| | Delq | 24.51 | 5.95 | 0.00 | 0.00 | 0.00 | 30.46 |
| Last Deposit Date 03/02/2022 | | \$48,634.88 | \$12,900.67 | \$0.00 | \$0.00 | \$0.00 | \$61,535.55 |
| ACH 74966 | Print Date:03/07/2022 | | | | | | |
| | Current | 44,971.76 | 11,929.51 | 0.00 | 0.00 | 0.00 | 56,901.27 |
| | Delq | 22.51 | 2.98 | 0.00 | 0.00 | 0.00 | 25.49 |
| Last Deposit Date 03/03/2022 | | \$44,994.27 | \$11,932.49 | \$0.00 | \$0.00 | \$0.00 | \$56,926.76 |
| ACH 75007 | Print Date:03/07/2022 | | | | | | |
| | Current | 34,491.39 | 9,149.40 | 0.00 | 0.00 | 0.00 | 43,640.79 |
| | Delq | 136.74 | 30.41 | 0.00 | 0.00 | 0.00 | 167.15 |
| Last Deposit Date 03/04/2022 | | \$34,628.13 | \$9,179.81 | \$0.00 | \$0.00 | \$0.00 | \$43,807.94 |
| ACH 75041 | Print Date:03/09/2022 | | | | | | |
| | Current | 6,219.58 | 1,649.86 | 0.00 | 0.00 | 0.00 | 7,869.44 |
| | Delq | 878.52 | 213.19 | 0.00 | 0.00 | 0.00 | 1,091.71 |
| Last Deposit Date 03/07/2022 | | \$7,098.10 | \$1,863.05 | \$0.00 | \$0.00 | \$0.00 | \$8,961.15 |
| ACH 75070 | Print Date:03/10/2022 | | | | | | |
| | Current | 7,917.61 | 2,100.28 | 0.00 | 0.00 | 0.00 | 10,017.89 |
| | Delq | | | | | | |
| Last Deposit Date 03/08/2022 | | \$7,917.61 | \$2,100.28 | \$0.00 | \$0.00 | \$0.00 | \$10,017.89 |
| ACH 75092 | Print Date:03/11/2022 | | | | | | |
| | Current | 11,592.00 | 3,075.02 | 0.00 | 0.00 | 0.00 | 14,667.02 |
| | Delq | (2,865.41) | (695.33) | 0.00 | 0.00 | 0.00 | (3,560.74) |
| Last Deposit Date 03/09/2022 | | \$8,726.59 | \$2,379.69 | \$0.00 | \$0.00 | \$0.00 | \$11,106.28 |
| ACH 75109 | Print Date:03/11/2022 | | | | | | |
| | Current | 7,979.53 | 2,116.72 | 0.00 | 0.00 | 0.00 | 10,096.25 |
| | Delq | 7.93 | 1.28 | 0.00 | 0.00 | 0.00 | 9.21 |
| Last Deposit Date 03/10/2022 | | \$7,987.46 | \$2,118.00 | \$0.00 | \$0.00 | \$0.00 | \$10,105.46 |
| ACH 75136 | Print Date:03/15/2022 | | | | | | |
| | Current | 6,822.83 | 1,809.85 | 0.00 | 0.00 | 0.00 | 8,632.68 |
| | Delq | 889.28 | 215.80 | 0.00 | 0.00 | 0.00 | 1,105.08 |
| Last Deposit Date 03/11/2022 | | \$7,712.11 | \$2,025.65 | \$0.00 | \$0.00 | \$0.00 | \$9,737.76 |
| ACH 75170 | Print Date:03/16/2022 | | | | | | |
| | Current | 5,293.82 | 1,404.28 | 0.00 | 0.00 | 0.00 | 6,698.10 |
| | Delq | | | | | | |
| Last Deposit Date 03/14/2022 | | \$5,293.82 | \$1,404.28 | \$0.00 | \$0.00 | \$0.00 | \$6,698.10 |
| ACH 75203 | Print Date:03/16/2022 | | | | | | |
| | Current | 5,354.12 | 1,420.25 | 0.00 | 0.00 | 0.00 | 6,774.37 |
| | Delq | 236.36 | 51.42 | 0.00 | 0.00 | 0.00 | 287.78 |
| Last Deposit Date 03/15/2022 | | \$5,590.48 | \$1,471.67 | \$0.00 | \$0.00 | \$0.00 | \$7,062.15 |

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Summary of Jurisdiction Remittances Processed

Report run on: April 6, 2022 8:58 AM

For Remitted Deposit Dates 03/01/2022 thru 03/31/2022 as of 04/06/2022

Version 1.51

| Tax Unit | | M & O Total | I & S Total | TIF Levy | TIF Interest | Fee Total | Total |
|--------------------------|-----------------------|---------------------|--------------------|---------------|---------------|---------------|---------------------|
| 337 FRIENDWD CITY | | | | | | | |
| ACH 75238 | Print Date:03/17/2022 | | | | | | |
| | Current | 6,739.19 | 1,787.69 | 0.00 | 0.00 | 0.00 | 8,526.88 |
| | Delq | 272.22 | 52.95 | 0.00 | 0.00 | 0.00 | 325.17 |
| Last Deposit Date | 03/16/2022 | \$7,011.41 | \$1,840.64 | \$0.00 | \$0.00 | \$0.00 | \$8,852.05 |
| ACH 75277 | Print Date:03/21/2022 | | | | | | |
| | Current | 3,115.39 | 826.42 | 0.00 | 0.00 | 0.00 | 3,941.81 |
| | Delq | (603.40) | (140.71) | 0.00 | 0.00 | 0.00 | (744.11) |
| Last Deposit Date | 03/17/2022 | \$2,511.99 | \$685.71 | \$0.00 | \$0.00 | \$0.00 | \$3,197.70 |
| ACH 75312 | Print Date:03/21/2022 | | | | | | |
| | Current | 8,093.84 | 2,147.03 | 0.00 | 0.00 | 0.00 | 10,240.87 |
| | Delq | | | | | | |
| Last Deposit Date | 03/18/2022 | \$8,093.84 | \$2,147.03 | \$0.00 | \$0.00 | \$0.00 | \$10,240.87 |
| ACH 75349 | Print Date:03/22/2022 | | | | | | |
| | Current | 2,440.41 | 647.36 | 0.00 | 0.00 | 0.00 | 3,087.77 |
| | Delq | | | | | | |
| Last Deposit Date | 03/21/2022 | \$2,440.41 | \$647.36 | \$0.00 | \$0.00 | \$0.00 | \$3,087.77 |
| ACH 75381 | Print Date:03/23/2022 | | | | | | |
| | Current | 1,245.54 | 330.38 | 0.00 | 0.00 | 0.00 | 1,575.92 |
| | Delq | | | | | | |
| Last Deposit Date | 03/22/2022 | \$1,245.54 | \$330.38 | \$0.00 | \$0.00 | \$0.00 | \$1,575.92 |
| ACH 75423 | Print Date:03/24/2022 | | | | | | |
| | Current | 13,948.17 | 3,700.02 | 0.00 | 0.00 | 0.00 | 17,648.19 |
| | Delq | 462.36 | 100.85 | 0.00 | 0.00 | 0.00 | 563.21 |
| Last Deposit Date | 03/23/2022 | \$14,410.53 | \$3,800.87 | \$0.00 | \$0.00 | \$0.00 | \$18,211.40 |
| ACH 75465 | Print Date:03/25/2022 | | | | | | |
| | Current | 5,088.22 | 1,349.73 | 0.00 | 0.00 | 0.00 | 6,437.95 |
| | Delq | | | | | | |
| Last Deposit Date | 03/24/2022 | \$5,088.22 | \$1,349.73 | \$0.00 | \$0.00 | \$0.00 | \$6,437.95 |
| ACH 75505 | Print Date:03/28/2022 | | | | | | |
| | Current | 7,750.71 | 2,056.00 | 0.00 | 0.00 | 0.00 | 9,806.71 |
| | Delq | 11.69 | 2.76 | 0.00 | 0.00 | 0.00 | 14.45 |
| Last Deposit Date | 03/25/2022 | \$7,762.40 | \$2,058.76 | \$0.00 | \$0.00 | \$0.00 | \$9,821.16 |
| ACH 75546 | Print Date:03/29/2022 | | | | | | |
| | Current | 7,860.29 | 2,085.09 | 0.00 | 0.00 | 0.00 | 9,945.38 |
| | Delq | 757.92 | 183.92 | 0.00 | 0.00 | 0.00 | 941.84 |
| Last Deposit Date | 03/28/2022 | \$8,618.21 | \$2,269.01 | \$0.00 | \$0.00 | \$0.00 | \$10,887.22 |
| ACH 75585 | Print Date:03/30/2022 | | | | | | |
| | Current | 8,563.26 | 2,271.54 | 0.00 | 0.00 | 0.00 | 10,834.80 |
| | Delq | | | | | | |
| Last Deposit Date | 03/29/2022 | \$8,563.26 | \$2,271.54 | \$0.00 | \$0.00 | \$0.00 | \$10,834.80 |
| ACH 75628 | Print Date:03/31/2022 | | | | | | |
| | Current | 18,699.34 | 4,960.30 | 0.00 | 0.00 | 0.00 | 23,659.64 |
| | Delq | | | | | | |
| Last Deposit Date | 03/30/2022 | \$18,699.34 | \$4,960.30 | \$0.00 | \$0.00 | \$0.00 | \$23,659.64 |
| ACH 75670 | Print Date:04/05/2022 | | | | | | |
| | Current | 12,179.94 | 3,230.90 | 0.00 | 0.00 | 0.00 | 15,410.84 |
| | Delq | 35.63 | 8.65 | 0.00 | 0.00 | 0.00 | 44.28 |
| Last Deposit Date | 03/31/2022 | \$12,215.57 | \$3,239.55 | \$0.00 | \$0.00 | \$0.00 | \$15,455.12 |
| Total: | | \$290,395.55 | \$76,922.28 | \$0.00 | \$0.00 | \$0.00 | \$367,317.83 |

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 03/23/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on March 7, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 03 07 CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
MARCH 7, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, MARCH 7, 2022, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

| | |
|-------------------|------------------|
| Trish Hanks | Councilmember |
| Steve Rockey | Councilmember |
| Sally Branson | Councilmember |
| Robert J. Griffon | Mayor Pro Tem |
| John Scott | Councilmember |
| Brent Erenwert | Councilmember |
|
Mike Foreman |
Mayor |
|
Morad Kabiri |
City Manager |
| Karen Horner | City Attorney |
| Leticia Brysch | City Secretary |

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor David Bridges with Friendswood Friends Church.

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

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey reported that the Library Gala took place last week and it was very well attended. He thanked the volunteers, sponsors, and staff that helped make the fundraising event absolutely fabulous.

Mayor Foreman thanked the Chamber of Commerce, the City staff and the local businesses for the great State of the City event that was held last week.

Councilmember Erenwert noted that he is now the council liaison to Keep Friendswood Beautiful and they are always looking for volunteers not just as board members, but to support the many programs and events that they hold throughout the year.

Councilmember Erenwert also noted that the Library gala was a wonderful event. He also encouraged everyone to keep those in need and in conflicts in their prayers.

Mayor Pro Tem Robert Griffon stated that the Anthony Jones Masonic Lodge is going to have a barbecue cook-off and craft show on April 2nd from 9:00 a.m. to 4:00 p.m. He welcomed everyone to attend and participate. Mayor Pro Tem Robert Griffon presented an overview of the Galveston County Consolidated Drainage District's fiscal year 2021 audit results and highlighted the large projects it is handling in the next few years.

5. PUBLIC COMMUNICATIONS

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

Elita Caldwell, 1500 Windsor Drive, spoke regarding skating programs and advocated for the creation of a skate park in the City of Friendswood. She stated that this type of programming is desired in Friendswood, and she would love to support these endeavors.

Mayor Jerry Mouton from the City of Deer Park announced his candidacy for the position of County Commissioner for Harris County, Precinct Two.

Jim Foreman, owner and publisher of the Reporter-News spoke to Council regarding his concern with the disappearance of local newspapers nationwide, which was the main reason he chose to take over the Reporter News after the passing of Laura Emmons, who was a good friend of many years. Mr. Foreman stated that the paper has had some challenges but assured the Council that he has received enormous support from the community and felt the paper could continue to publish paper copies through the end of May. He thanked the Council for their attention and support.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Planning and Zoning Commission Annual Report.

Chairperson Joe Matranga presented the Council the annual report for the activities of the Planning and Zoning Commission for 2021.

B. Receive the Zoning Board of Adjustments Annual Report.

Chairperson Philip Ratisseau presented the Council the annual report for the activities of the Zoning Board of Adjustments for 2021.

Mayor Foreman thanked both Mr. Matranga and Mr. Ratisseau for their leadership and hard work in their respective boards.

7. WORK SESSION TOPICS

A. Receive and discuss an update from the Gulf Coast Protection District regarding the Gulf Coast Barrier Project.

Friendswood Deputy Director of Engineering Samantha Haritos stated that the Gulf Coast Protection District was created in 2021 by the 87th Regular Texas Legislature to become the non-federal sponsor of the Sabine Pass to Galveston Bay Coastal Storm Risk Management and the Coastal Texas Protection and Restoration Feasibility Studies, collectively referred to as the Coastal Barrier System.

Mrs. Haritos introduced Ms. Sally Bakko, Board of Directors, Gulf Coast Protection District and Director, City of Galveston Policy, and Governmental Relations; and Ms. Nicole Sunstrum, Executive Director, Gulf Coast Protection District, and Legislative Director, State Senator Larry Taylor.

Ms. Sunstrum thanked the Mayor and Council for having them at the City Council meeting. She gave appreciation for the opportunity and noted that as the Gulf Coast Protection District matures, it is good to get out into the community.

Ms. Sunstrum presented the following information regarding the Gulf Coast Protection District.

SB 1160 (Taylor/Paul):

- Authored by Senator Larry Taylor and Representative Dennis Paul
- Multiple coauthors and cosponsors
- Passed the Texas legislature in 2021 to create the Gulf Coast Protection District
- Bipartisan support

Purpose:

- To become the non-federal sponsor of the Coastal Texas and Sabine to Galveston study projects located in GCPD counties
- Operate and maintain projects upon completion

GCPD Territories:

- Chambers County
- Galveston County
- Harris County
- Jefferson County
- Orange County

Ms. Sunstrum noted that the District only has jurisdiction over the projects in the five counties meaning that it will not cover the entire length of the Coastal Texas Projects which encompasses eighteen counties. She continued to discuss the Governor Appointees explaining that there are eleven board members.

GCPD Board: Governor Appointees

- Terms expiring June 16, 2025
 - Sally Bakko (Municipal Interests)
 - Michel Bechtel (Harris County)
 - Roger Guenther (Ports)
 - Bob Mitchell (Harris County)
 - Lori Traweck (Environmental Interests)
 - Michael VanDerSnick (Industry)

GCPD Board: County Appointees

- Initial two year, then four-year terms:
 - Commissioner Billy Combs, Chambers County
 - Roger Quiroga, Galveston County
 - Commissioner Adrian Garcia, Harris County
 - Allan Ritter, Jefferson County
 - Commissioner Kirk Roccaforte, Orange County

Ms. Sunstrum continued to discuss related legislation.

| SB 2265, 85 (R) |
|--|
| <ul style="list-style-type: none"> • Authored by Sen. Larry Taylor, Rep. Wayne Faircloth • Failed • Would have expanded the territory of the Gulf Coast Authority and created an advisory board to operate and maintain a coastal spine project |
| SB 500, 86 (R) |
| <ul style="list-style-type: none"> • Provided \$200 million in state funding for matching and project costs on Sabine to Galveston projects • Held by the Texas General Land Office • Applicable Counties: Brazoria, Jefferson, Orange |

| SB 2212, 86 (R) |
|--|
| <ul style="list-style-type: none"> • Authored by Sen. Larry Taylor, Rep. Dennis Paul • Passed • Allowed the drainage districts in the Sabine to Galveston Study to sign agreements with the USACE on the Sabine to Galveston projects |
| SB 1, 87 (R) |
| <ul style="list-style-type: none"> • Provided \$200 million, contingent on the passage of Senate Bill 1160 • Held by the Texas General Land Office • Applicable Counties: GCPD counties: Chambers, Galveston, Harris, Jefferson, and Orange |

Ms. Sunstrum listed the partners of Gulf Coast Protection District stating that the projects cover an enormous amount of territory. She stated that a goal of GCPD is to reach out and get more in touch with people who are interested in the projects.

GCPD Partners:

- Environmental Organizations
- Industry
- Texas Ports
- Drainage Districts
- Counties
- Cities
- Texas General Land Office
- U.S. Army Corps of Engineers
- Texas Congressional Delegation
- Landowners
- Property Owner Associations
- Texas Legislature
- Engineering Firms
- Academic Institutions
- Trade Associations

Ms. Sunstrum explained the GCPD Timeline as follows:

- June 16, 2021: SB 1160 effective,
- August 18, 2021: First GCPD Board Meeting, GCPD signs letter of intent (LOI) with US Army Corps of Engineers on Coastal Texas,
- September 2021: Coastal Texas Study complete, Chief's Report signed,
- January 2022: GCPD signs interlocal agreements with Orange County Drainage District and Jefferson County Drainage District No. 7,
- Spring 2022: GCPD to sign project partnership agreement (PPA) with USACE on Orange County projects,
- Summer 2022: 2022 Water Resources Development Act, and
- January 2023: 88th Legislative Session, Texas.

Ms. Sunstrum stated that when the session starts again in January of 2023, GCPD will be asking for more money and that they plan to come back every session to ask for more appropriation to help move GCPD forward.

Sally Bakko thanked the Mayor and Council for the opportunity to speak stating that because she is the municipality's representative on the board it is especially meaningful to her to be able to come and visit with Council on the Gulf Coast Protection District and the Coastal Storm Surge Protection System.

Ms. Bakko explained the federal process. She noted that for a project to proceed to construction it must be authorized. She said that the House Transportation and Infrastructure Committee represents the House side; and that the Environment and Public Works represent the Senate side. She said that it is those authorizing committees that will give the go-ahead for proceeding with the project.

Ms. Bakko stated that the next step is appropriations and noted that their first and most challenging task is to get the project authorized.

Ms. Bakko stated that in February of 2022, Water Resources and Environment, subcommittee of House Transportation and Infrastructure Committee, held a hearing with stakeholders where Michel Bechtel, GCPD Chairman and Morgan's Point Mayor, testified and presented GCPD's argument for the importance of the project as an essential project for the State of Texas and the nation to protect essential supply chains that affect every business and industry in the country.

Ms. Bakko noted that supply chains are impacted by storm damage. She stated that a glitch in the supply chain can cause significant rippling effects on the cost of doing business and the ability to manufacture goods. She continued that with a reduced worker capacity to help with the recovery process at facilities, there has been a significant impact on the supply chain. She noted that this is especially apparent at the Houston Port that has over \$800 billion in national economic value. She noted that the Gulf Coast Protection District and the Storm Surge Protection Project is essential for the State of Texas.

Ms. Bakko stated that it is their hope that the Authorization Bill, the Water Resources Development Act, will go forward and be presented to the president for signature.

Mayor Foreman thanked the speakers for their presence and overview of this very important subject.

8. APPENDIX C ZONING ORDINANCE AMENDMENTS REGARDING PUD AMENDMENTS

A. Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 7.J "PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.

At 7:02 P.M., Mayor Foreman opened a public hearing and requested that staff give council an overview of the item.

Ms. Aubrey Harbin, Director of Community Development, presented that item and stated that these proposed amendments will amend the general purpose and description of Planned Unit Developments to address past concerns by Commissioners and Councilmembers regarding concerns with the PUD process. She noted that the proposed changes will:

- (1) add criteria to qualify for a PUD,
- (2) decrease the allowable change in land use from 25% to 10%,
- (3) add an expiration of two years, and
- (4) add standards for revocation.

Ms. Harbin stated that currently the seven general purposes of a PUD are in the Zoning Ordinance which will remain unchanged. However, the addition of the criteria to qualify for a PUD align with the general purposes, and an applicant need only meet one of the criteria to qualify. She further noted that as it relates to the decrease in the allowable changes in land use, this percentage affects proposed alterations to an already approved Planned Unit Development (PUD) to allow an applicant/developer to alter the land area or square footage, as appropriate, covered by a category of use by not more than 10% (current ordinance is 25%). The ordinance also states that in no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings,

lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods.

Additionally, multiple requests that would exceed the allowed percentage are not allowed to be approved administratively and would require a new application. Ms. Harbin stated that staff also added an expiration period of two-years to the PUD, which is the same as a Specific Use Permit. She further noted that applicants will have an option to apply for a one-time extension for an additional two-years, but if the PUD does expire, a new zone change application will be required.

The Planning and Zoning Commission discussed this item at two meetings, with one commissioner missing at each, but had a final vote 6 to 0, to recommend these changes.

At 7:05 P.M., with there being no one signed up to speak, Mayor Foreman closed the public hearing.

B. Consider the first reading of an ordinance amending Appendix C "Zoning," Section 7.J " PUD, Planned Unit Development, general purpose and description" of the Friendswood City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.

Mayor Foreman opened the floor for discussion.

Councilmember Rockey stated that he likes the idea of dropping the percentage of allowable change in the land use to 10% as well as the revocation date and inquired who would be responsible for deciding that these thresholds have been met. Ms. Harbin stated that it would be the Planning and Zoning Commission who would make that determination; however, if the Planning and Zoning Commission felt it was appropriate, the item could go to Council, as the Commission is an advisor to the City Council. Planning and Zoning Chair Joe Matranga stated that either the Planning and Zoning Commission or the City Council could add requirements to a case if they felt it was appropriate.

Councilmember Hanks stated that there have only been two PUDs in fourteen years that have needed to use the 25% exception, so it is not something that is being abused. She further noted that she believes that 25% is too much; and those two out of the three developers that she talked to about this item also agreed that 25% is too much. Councilmember Hanks also mentioned that if it was merited, the City Council could call special meetings to help shorten the timeline for this process, which would help developers. City Manager Morad Kabiri stated that the City could decrease the timeline from the typical sixty to ninety days for a PUD; however, there is still the state-mandated requirements for fourteen days' notice in the local newspaper, so the City can work to limit the timelines when possible.

Councilmember Scott stated that he appreciates everyone's efforts on this item and believes that it is moving in the right direction.

Mayor Foreman asked if the Whitcomb Property which will require a PUD to develop, would be approvable by the Planning and Zoning Commission under these new guidelines. Ms. Harbin stated that this development would be approvable as a mixed-use development.

Mr. Kabiri stated that he has seen development standards go from one extreme to the next like a pendulum; i.e., overregulating in one respect, then scaling back immediately, so while this item may need tweaking in the future, he applauded the Planning and Zoning Commission and the Staff for their efforts.

A motion was made by Councilmember Branson and seconded by Councilmember Scott to approve the first reading of Ordinance No. 2022-06, related to Item 8.b. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2022-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, "ZONING," SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION J "PUD, PLANNED UNIT DEVELOPMENT, GENERAL PURPOSE AND DESCRIPTION" OF THE FRIENDSWOOD CITY CODE TO ADD CRITERIA TO QUALIFY FOR A PUD, DECREASE THE PERCENTAGE OF ALLOWABLE CHANGE IN LAND USE, ADD AN EXPIRATION OF TWO YEARS, AND ADD STANDARDS FOR REVOCATION; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

9. CITY MANAGER'S REPORT

A. Conduct Present an update on EMS Billing.

City Manager Kabiri stated that the City is now within the third year of EMS billing and went over the collections and calls as follows:

| Fiscal Year | Months | EMS Revenue | # of EMS Calls | # of Transports |
|-------------|----------|--------------|----------------|-----------------|
| FY2019 | Jan-Sept | \$485,589.95 | 2,405 | 1,237 |
| FY2020 | Oct-Sept | \$849,063.28 | 3,167 | 1,646 |
| FY2021 | Oct-Sept | \$885,165.28 | 3,678 | 1,922 |

Mr. Kabiri stated that the City is very happy with the services and has found them to be very responsive when issues are brought forward.

B. Present an update regarding the Friendswood Library receiving the Texas Municipal Leagues' Achievement of Excellence in Libraries Award for 2021.

City Manager Kabiri presented the item and stated that the Library was selected for the 8th year in a row for the Excellence in Library Award from the Texas Municipal League. He noted that there are 565 libraries in the state of Texas and only 59 of them received this honor, which is just outside of the top 10%. Mr. Kabiri thanked Library Director Matt Riley and his staff for doing such a wonderful job with the Library and its programs.

10. BUSINESS ITEMS

A. Consider awarding the Fiscal Year 2021-2022 Concrete Street Maintenance to Greenscape Six, LLC.

Engineering Director Jil Arias presented the item and stated that this item is for the yearly maintenance of concrete streets within the City of Friendswood (asphalt contract will be presented separately at an upcoming Council meeting). This concrete contract job, worth \$400,000, will kick off the next round of street maintenance using Greenscapes Six, LLC ("G6") as the City's contractor, who did the same work during the 2021-2022 budget cycle. The City opened bid submittals on Thursday, February 17, 2022. The bid was issued upon a unit bid basis, and individual bid items will be for work to be done until the spending cap is met. Funding for this package is through the 21/22 FY General Fund allocation for street maintenance.

A motion was made by Councilmember Rockey and seconded by Councilmember Scott to approve awarding the Fiscal Year 2021-2022 Concrete Street Maintenance to Greenscape Six, LLC. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

B. Discuss accepting the bid of GSD Companies for the sale of surplus water meters.

Public Works Director Rene Ibarra presented the item and stated that the City had recently moved forward with the replacement of the City's existing customer-based water meters with an improved Automated Meter Infrastructure. He noted that this project is progressing forward, and staff has been in the process of storing the collected brass meters in preparation for their sale through the competitive bidding process. In recognition of the potential total monetary amount to be paid to the City (\$50k plus) and for added

transparency assurances, the Public Works Department and Administrative Services Department jointly coordinated to obtain sealed bids for the sale of the surplus meters (BID 2022-03).

Mr. Ibarra noted that staff received three sealed bids, and they were opened on Thursday, February 10, 2022. GSD Companies provided the highest bid proposal with two separate payment options for consideration. In the review of the proposed options and coupled with the unknowns in fluctuations of the metal market, Staff wishes to proceed with option two for a guaranteed lump sum payment of \$125,000.00 for a quantity of 14,164 meters. Should the final quantity of meters delivered to GSD be higher or lower at the end of the project, the final payment to the City or reimbursement to GSD will be adjusted accordingly. Mr. Ibarra noted that staff recommended approval of this item.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to accept the bid of GSD Companies for the sale of surplus water meters. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

11. RESOLUTIONS & ORDINANCES

A. Consider the second and final reading of an ordinance granting a franchise agreement to Waste Connections of Texas for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.

City Manager Morad Kabiri presented the item and noted that this is the second and final reading of a proposed ordinance granting a franchise agreement to Waste Connections of Texas ("Waste Connections") for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.

Mr. Kabiri noted that Waste Connections currently provides these services to the City under a franchise which is set to expire on April 1, 2022. The proposed franchise agreement is like the previous one, but has a three-year term, which is designed, in part, to afford the City the opportunity to create an automated collection service pilot program. At the Council Meeting in November 2021, representatives from Waste Connections presented information about the program. This franchise will allow the City to test, receive public input, and evaluate the costs to establish such a program city-wide. From the feedback received from the citizens and City staff, Waste Connections continues to provide outstanding service. Mr. Kabiri also noted that this agreement does not exclude anybody's ability to get a roll-off dumpster for construction material or any debris services that pick-up on a routine basis, whether they are doing some home renovations or not. The City Council approved the first reading of this ordinance at a special meeting held on February 9, 2022.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to approve Ordinance No. 2022-05, related to Item 11.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, GRANTING TO WASTE CONNECTIONS OF TEXAS THE RIGHT, PRIVILEGE, AND FRANCHISE TO PROVIDE FOR THE COLLECTION, HAULING, RECYCLING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FRIENDSWOOD, TEXAS; PRESCRIBING COMPENSATION FOR THE RIGHT, PRIVILEGE, AND FRANCHISE CONFERRED HEREUNDER; CONTAINING OTHER PROVISIONS RELATED THERETO; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

B. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VI" and providing for supplemental appropriation and/or transfer of certain funds.

This proposed ordinance approves budget amendments for the following projects:

1. TML-IRP Insurance Reimbursement, \$8,932. Appropriate insurance reimbursement received from TML-IRP. The City received a reimbursement for Sgt. Dement's funeral services. Funding will be appropriated to the Human Resources Risk Management division operating services budget.
2. PEG Channel-Studio Electrical Fixtures, \$3,925. Appropriate PEG Channel funds to install electrical fixtures in the studio. The funding source will be restricted general fund balance from PEG Channel revenue.
3. City of Houston Southeast Transmission Water Line Project, \$1,367,901. Appropriate funds for the cost-sharing agreement with the City of Houston and co-participants for the 42-inch Water Main Replacement project. Council included this as part of the 2018 Water and Sewer Revenue Bonds for utility capital improvements. The funding source will be from 2018 Water and Sewer Bond proceeds.
4. Interlibrary Loan Lends (ILL) Reimbursement Grant, \$4,494. Appropriate grant funds received in September 2021 from the Texas State Library and Archives Commission for interlibrary loan lends. Funds will be used by the Library to purchase mobile shelving units. The funding source will be unassigned general fund balance.

5. KFB Fall Haul, \$633. Appropriate funds received from the KFB Fall Haul event. The appropriation will be recorded in the Keep Friendswood Beautiful division operating maintenance budget for landscaping.
6. 2017 CDBG-DR (Harris County) Grant Reimbursement, \$2,042. Appropriate funds received from the CDBG-DR (Harris County) grant program for the Blackhawk Emergency Shelter. The City received a reimbursement of \$2,042 for engineering services. Advance funding for engineering services was originally approved at the August 2, 2021, City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
7. 2017 CDBG-DR (Galveston County) Grant Reimbursement, \$120,239. Appropriate funds received from the CDBG-DR (Galveston County) grant program for the Utility Relocation at the Clear Creek Utility Bridge. The City received a reimbursement of \$120,239 for engineering services. Advance funding for engineering services was originally approved at the January 21, 2021, and May 3, 2021, City Council meetings. Therefore, the funds will be appropriated back to unassigned general fund balance.
8. 2017 CDBG-DR (Galveston County) Grant Reimbursement, \$44,035. Appropriate funds received from the CDBG-DR (Galveston County) grant program for various appraisal and property acquisition management services related to the Frenchman's Creek, Woodvine, and Deepwood flood control projects in addition to reimbursable staff wages. The City received a reimbursement for \$44,035. Advance funding for these services was originally approved at the January 21, 2021, Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
9. HMGP Buyout Grant Reimbursement, \$71,146. Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$71,146 for 807 Penn and 1204 Myrtlewood. Advance funding for these purchases were originally approved at the January 11, 2021, and May 3, 2021, City Council meetings, respectively. Therefore, the funds will be appropriated back to unassigned general fund balance.
10. Library Book Sales Revenue Appropriation, \$3,343. Appropriate Library book sale revenue received to the Library department's community events budget. The funds will be used to supplement summer reading programs.
11. Easement land-use fees for Utility Relocation at Clear Creek Utility Bridge, \$2,700. Appropriate advance funding for land-use fees for two easements associated with the Utility Relocation Project at the Clear Creek Utility Bridge. The City applied for and was awarded a grant through the 2017 Community Development Block Grant – Disaster Recovery with Galveston County. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the State agency.
12. Police Investigation Fund-Police FSU Laptops, \$7,794. Appropriate funds to purchase two laptops for Police Department Field Support Unit (FSU). The laptops will be portable so they can be used both inside and outside of officers' vehicles. The funding source will be restricted Federal Police Investigation Fund balance.
13. FVFD Reimbursement for Conex Boxes, \$3,900. Appropriate funds received from the FVFD for the reimbursement associated with cost overruns for two Conex boxes. The City originally estimated the cost of two Conex boxes for the temporary fire station would be approximately \$5,500. However, actual prices exceeded estimates by \$3,900.

FVFD agreed to reimburse the City for the overage. The appropriation will be recorded in the Non-departmental/CIP division operating equipment budget.

14. Communications Recording System, \$39,095. Appropriate funds to upgrade the police department's Eventide communications recording system. The system records dispatcher phone lines, several internal staff phone lines, and radio traffic between officers/dispatch. The information is critical for following up to a call to confirm the correct information was received and when units are dispatched to a call out. The existing system is almost nine years old and near the end of its useful life. The funding source will be unassigned general fund balance.
15. Friendswood Downtown Signage, \$4,323. Appropriate funds for the purchase of custom street signs for the Downtown District. At their January 11, 2022, board meeting, Friendswood Downtown Economic Development Corporation (FDEDC) approved the costs associated with the replacement of existing street signs which hang across FM 518. This item was approved at the February 7, 2022, Council Meeting. Funding will come from the 1/8th cent sales tax approved in May of 2016 for capital improvements in downtown Friendswood.
16. Police Investigation Fund-Night Vision Helmet Mounts, \$2,500. Appropriate funds to purchase six sets of night vision helmet mounts. These mounts will accommodate the night vision optics that were acquired through the military. The funding source will be restricted Federal Police Investigation Fund balance.
17. PEG Channel-Camera Replacements, \$1,410. Appropriate PEG Channel funds to replace two conference room cameras. The cameras record and broadcast meetings to the City's PEG Channel. The funding source will be restricted general fund balance from PEG Channel revenue.

A motion was made by Councilmember Hanks and seconded by Councilmember Scott to approve Ordinance No. 2022-07, related to Item 11.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING 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 VI" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS;

PROVIDING FOR SEVERABILITY PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

12. CONSENT AGENDA

Councilmember Rockey requested that Item 12.E. be removed from the Consent Agenda and be considered separately.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve the Consent Agenda, Items 12.A through 12.D and 12.F through 12.J. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

A. Consider a resolution in support of maintaining the 2018 Harris County Flood Control Bond Prioritization Framework as approved by the County's voters and the Harris County Commissioner's Court.

RESOLUTION NO. R2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, IN SUPPORT OF MAINTAINING THE 2018 HARRIS COUNTY FLOOD CONTROL BOND PRIORITIZATION FRAMEWORK AS APPROVED BY THE COUNTY'S VOTERS AND THE HARRIS COUNTY COMMISSIONERS COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program to fund the purchase of training equipment for use in the Tactical Combat Casualty Care course for EMS, Police and Fire first responders; and authorizing a representative to accept or affirm any resulting grant award.

RESOLUTION NO. R2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2022-23 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 99/100 DOLLARS (\$7,749.99) TO FUND TRAINING EQUIPMENT FOR USE IN THE TACTICAL COMBAT CASUALTY CARE COURSE FOR EMS, POLICE AND FIRE FIRST RESPONDERS;

AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

- C. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2022-23 State Homeland Security Grant Program to purchase Emergency Medical Response Equipment for first responders in the City's Fire and Emergency Medical Services Divisions and authorizing the representative to accept or affirm any resulting grant award.**

RESOLUTION NO. R2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2022-23 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF ELEVEN THOUSAND ONE HUNDRED FIFTY-SEVEN AND 88/100 DOLLARS(\$11,157.88) TO PURCHASE EMERGENCY MEDICAL RESPONSE EQUIPMENT FOR FIRST RESPONDERS IN THE CITY'S FIRE AND EMERGENCY MEDICAL SERVICES DIVISIONS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

- D. Consider a resolution authorizing a multi-year agreement for the Temporary Closure of State Right-of-Way with the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure of FM 518 between FM 2351 and Whispering Pines for the Annual Fourth of July Parade.**

RESOLUTION NO. R2022-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING A MULTI-YEAR AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE ANNUAL FOURTH OF JULY PARADE; AND PROVIDING AN EFFECTIVE DATE.

- F. Consider authorizing the final acceptance of the City of Friendswood's Blackhawk Boulevard Reconstruction Phase II Package "A" Project and the release of the associated one-year maintenance bond.**

This item approves the final acceptance and release of its related one-year maintenance period for the City of Friendswood's Blackhawk Boulevard Reconstruction Phase II Package "A" Project. Staff conducted a one-year warranty inspection and found everything to be in working order.

- G. Consider approving the purchase of a new ambulance chassis and the remount of an ambulance box thereon to replace Ambulance 48.**

This item approves the purchase an ambulance chassis and the remount of the ambulance box thereon to replace Ambulance 48, which includes a 2016 International Chassis and a 2015 Frazier Box. Ambulance 48 is included in the VFD Capital Equipment Plan and is scheduled to be replaced this budget year. The total cost for this item is \$160,250.00, which includes a \$600.00 increase for the H-GAC fee and a \$3,500.00 decrease for the trade-in of the 2016 International Chassis.

H. Consider the reappointment of the City Manager to the Friendswood Volunteer Fire Department TESRS (Texas Emergency Services Retirement System) Local Board of Trustees.

This item approves the reappointment of City Manager Morad Kabiri who currently serves as a trustee on this Board, and whose term is set to expire on February 28, 2022. If reappointed, Mr. Kabiri will serve another two-year term.

The City Council approved Resolution R98-07 in March of 1998 which was the official action indicating the City's decision to participate in the Texas Emergency Services ("TES") Retirement Fund. This fund, formerly known as the Texas Statewide Volunteer Fire Fighters' Retirement Fund, provides retirement, disability, and death benefits for volunteer fire fighters. Our emergency medical service volunteers are also covered in this plan, as they are members of the Friendswood Volunteer Fire Department.

Participation in the TES Retirement Fund requires that a local board of trustees be formed. The local board is composed of the following:

- one (1) representative selected by the City Council;
- three (3) members of the Friendswood Volunteer Fire Department chosen by a majority of fire fighters in qualified service; and
- two (2) members chosen by the other members of the Board.

I. Consider accepting the January 2022 tax report.

J. Consider approving the minutes of the City Council Special Meeting, held on February 9, 2022.

Mayor Foreman stated that as it related to Item 12.E. he would be recusing himself from this item and noted that he had filed the appropriate conflict of interests forms with the City Secretary prior to the meeting. Mayor Pro Tem Griffon took over the meeting as the presiding officer and Mayor Foreman left the meeting.

E. Consider a resolution designating The Galveston County Daily News as the official newspaper of the City of Friendswood.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to approve the Agenda, Item 12.E. The vote was the following:

Ayes: Councilmember Trish Hanks, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: Councilmember Steve Rockey and Councilmember Sally Branson,

Other: Mayor Mike Foreman (Abstain)

The item passed.

RESOLUTION NO. R2022-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE GALVESTON COUNTY DAILY NEWS AS THE OFFICIAL NEWSPAPER OF THE CITY OF FRIENDSWOOD; AND PROVIDING FOR AN EFFECTIVE DATE.

13. ADJOURNMENT

With there being no further business to discuss, Mayor Pro Tem Griffon adjourned the March 7, 2022, City Council Regular Meeting at 7:36 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on April 4, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 04 04 CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
APRIL 4, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, APRIL 4, 2022, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

| | |
|-------------------|------------------|
| Trish Hanks | Councilmember |
| Steve Rockey | Councilmember |
| Sally Branson | Councilmember |
| Robert J. Griffon | Mayor Pro Tem |
| John Scott | Councilmember |
| Brent Erenwert | Councilmember |
|
Mike Foreman |
Mayor |
|
Morad Kabiri |
City Manager |
| Karen Horner | City Attorney |
| Leticia Brysch | City Secretary |

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor Ralph Hobratschk with Hope Lutheran Church. Mayor Foreman recognized Pastor Hobratschk for his many years of serving the Friendswood community and congratulated him on his retirement.

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

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL FOR A DAY

A. Consider a proclamation declaring April 5, 2022, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

Mayor Foreman introduced the students and teachers from Wedgewood Elementary. He noted that the Council for a Day Program allows for second graders from the three elementary schools in Friendswood to “take over” the council dais and sit-in for the council and staff members.

The participants included the following:

| Position | Student Name | Teacher Name |
|----------------------------|-------------------|------------------------|
| City Manager (Kabiri) | Larkin Coombs | Mrs. Britney Averitt |
| City Attorney (Horner) | Austin Churchwell | Mrs. Christina Edwards |
| Councilmember 1 (Rockey) | Christian Lang | Ms. Kathlein Tavera |
| Councilmember 2 (Branson) | Stephanie Trevino | Ms. Kathlein Tavera |
| Councilmember 3 (Hanks) | Adriana Rodriguez | Ms. Karli Anderson |
| Mayor (Foreman) | Noelle Hatalla | Mrs. Christina Edwards |
| Councilmember 4 (Griffon) | Alice Bradshaw | Ms. Avery Long |
| Councilmember 5 (Scott) | Ethan Petro | Ms. Karli Anderson |
| Councilmember 6 (Erenwert) | Bryland Baker | Mrs. Britney Averitt |
| City Secretary 1 (Brysch) | Channing Pollitt | Ms. Avery Long |

A motion was made by Councilmember Christian Lang (Steve Rockey) and seconded by Councilmember Stephanie Trevino (Sally Branson) to approve a proclamation declaring April 5, 2022, as Wedgewood Elementary School Day in the City of Friendswood, Texas. The vote was the following:

Ayes: Mayor Noelle Hatalla (Mike Foreman), Councilmember Adriana Rodriguez (Trish Hanks), Councilmember Christian Lang (Steve Rockey), Councilmember Stephanie Trevino (Sally Branson), Mayor Pro Tem Alice Bradshaw (Robert J. Griffon), Councilmember Ethan Petro (John Scott) and Councilmember Bryland Baker (Brent Erenwert).

Nays: None.

The item passed unanimously.

5. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey stated that this year's library gala made approximately \$45,000 that will go towards the purchase of the library book mobile. He reminded everyone that this is Library Week and noted that the new pathway in Stevenson Park is sensational.

Councilmember Branson stated that the Friends of the Community is holding a meeting this Saturday with the guest speaker being Bruce Munsterman, President of the Houston KHCB Network, which broadcast out of the University of Houston. The event will be at the Friends Church and will begin at 7:30 a.m. She also noted that the Galveston County Historical Commission will be visiting the Friendswood School Museum again this May, which is wonderful, considering they only have four meetings a year and they make it a point to come to Friendswood for one of those meetings. Lastly, Councilmember Branson noted that the Stevenson Park Grand Re-opening was a beautiful event, especially, the fairy chair named in honor of former KFB Chairperson Natasha McAdoo.

6. PUBLIC COMMUNICATIONS

Mayor Foreman stated that 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 comments, speakers shall refrain from any outbursts, or interjections including but not limited to applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

Ms. Janis Lowe requested to speak before the council regarding the proposed charter amendments on the May 7, 2022, election ballot.

7. WORK SESSION TOPICS

A. Receive the 2021 Annual Comprehensive Financial Report.

Whitley Penn Engagement Partner, Lupe Garcia, CPA, presented the item and stated that it was his pleasure to present the results of the City's Fiscal Year 2021 Financial Statement Audit and Federal Single Audit.

Mr. Garcia noted that the audit process takes several months to complete and during those months they are performing audit procedures to acquire enough audit evidence to express and support their opinion on the financial statements. He noted that as auditors, they can express one of our three opinions on the financial statements and stated that he was happy to report that their opinion on the City's Fiscal Year 2021 Financial Statements is of an unmodified opinion. Mr. Garcia stated that an unmodified opinion is the best outcome in a financial statement audit as it indicates that the City's financial statements are fairly stated in all material respects and that they have been presented in accordance with generally accepted accounting principles.

Mr. Garcia further noted that because they also perform the compliance audit over the federal grants, they are also required to issue two additional reports. The second report is on the City's internal controls over financial reporting and on compliance that is material to the financial statements. He noted that had they found any material weaknesses or significant deficiencies in the internal controls or any non-compliance, that information would be reported; however, those types of items were not identified during their audit procedures, so nothing of this sort was reported in this second report.

Mr. Garcia then noted that the third report relates to the City's administration of its federal programs for the fiscal year 2021, of which the major program included the Community Development Block Grant (CDBG), and the Flood Mitigation Assistance Grant Program. Mr. Garcia noted that their testing of both of these federal programs did not identify any question relating to cost or noncompliance, nor any deficiencies or internal control deficiencies, so good news on this item as well. Mr. Garcia noted that within 30 days of this report being issued, they will submit the results to a federal audit clearinghouse, which is the mechanism by which federal agencies become aware of how cities perform in both of these audits.

Mr. Garcia then moved on to some of the numbers in the financial statements. The statement in that position is the City's balance sheet on an accrual basis of accounting, which is very similar to what is used in the private sector. Mr. Garcia noted the following regarding the City's statement of net position:

- **Total Assets and Deferred Outflows: \$268.7 million**
 - Cash and investments: \$84.6 million
 - Capital assets, net of depreciation: \$171.3 million
- **Total Liabilities and Deferred Inflows: \$140.5 million**
 - G.O. and revenue bonds payable: \$103.6 million
 - Net pension liability: \$9.7 million
 - Total other post-employment benefits (OPEB) liability: \$1.9 million
- **Net Position: \$128.2 million**

Mr. Garcia then gave an overview of the City's long-term liabilities, which is the largest portion of its liabilities, as follows:

| Total Primary Government
(Governmental and Business-type
Activities) | September 30,
2021 | September 30,
2020 |
|---|-------------------------------|-------------------------------|
| General obligation bonds | \$66,565,000 | \$57,770,000 |
| Revenue bonds | 37,080,000 | 24,325,000 |
| Capital lease | 1,681,709 | 1,861,762 |
| Total OPEB liability | 1,947,363 | 1,824,671 |
| Net pension liability | 9,740,629 | 10,580,516 |
| Bond premiums | 9,210,648 | 6,589,065 |
| Compensated absences | 1,114,073 | 963,356 |
| Total | \$127,339,318 | \$103,914,370 |

Mr. Garcia stated that in looking at the City's financial statements, the general fund is the City's main operating account. He noted that the fund balance and the general fund increased by \$355,000 and the bond construction fund had a positive change in fund balance at \$12.3 million. Mr. Garcia stated that this is the fund where the proceeds from the City's debt issuance was accounted for and that explains the increase in fund balance which will be spent in the coming years on your capital projects.

Mr. Garcia then noted that non-major funds account for the City's governmental funds that do not meet the definition of a major fund aggregated into one column. He further noted that in this column, the City had a change in fund balance of \$2.7 million. He also noted that as far as the general fund's performance compared to budget, actual revenues exceeded budgeted amounts by \$1.4 million as the City's

expenditures were less than the budgeted amounts by \$4.6 million, so overall, there was a positive change in the fund balance of just under \$400,000.

Mr. Garcia then noted that the City's fund balance breaks down into a few different categories, which are (1) a non-spendable fund balance, which is either inventories or prepaid items and (2) a restricted fund balance, where there was an external restriction to the City on how that portion can be spent. He also noted that the City has an assigned fund balance, which is earmarked by the City for particular purposes, so it does not fall into any one of those categories, it instead falls down to the category of unassigned fund balance or fund balance that is available for spending on any lawful purpose. Mr. Garcia stated that in looking at that unassigned fund balance, which represents 36% of the City's general fund expenditures is a very healthy position for a governmental entity to be in and frankly, this fund balance is the City's working capital. However, this fund is not a savings account, but is instead, how the City pays its employees and pay vendors for goods and services provided. The City must also be prepared to pay the unexpected, such as weather events, natural disasters, and pandemics.

Mr. Garcia noted that the City's policy is to have 90 days of reserve in the general fund and that is the \$7.3 million that is a part of the \$12 million. He noted that the City is well within its policy.

Mr. Garcia then gave an overview of the water and sewer fund as follows:

| | Year Ended
September 30, 2021 |
|--------------------------|----------------------------------|
| Operating revenues | \$17,690,843 |
| Operating expenses | (11,686,059) |
| Non-operating revenues | 272,007 |
| Non-operating expenses | (1,986,306) |
| Transfers out | (1,541,853) |
| Change in net position | 2,748,632 |
| Net Position – Beginning | 42,868,043 |
| Net Position – Ending | \$45,616,675 |

Mr. Garcia noted that this fund did have a positive change in the amount of \$2.7 million that is the results of a rate increase during the fiscal year 2021. He noted that this fund also has a reserve requirement of 90 days and that is in the amount of \$2.4 million dollars, which is included in the funds almost \$10 million.

Mr. Garcia stated that as a part of the audit, they review the City's accounting policies and during the fiscal year 2021, the City did have to implement a relatively minor pronouncement related to the name of the report from the Comprehensive Annual Financial Report or the CAFR to the ACFR or the Annual Comprehensive Financial Report. He also noted that in fiscal year 2022, there will be a change in that the financial statements will look a little different in regard to the City's leasing activities and will include estimates.

Mr. Garcia stated that he was happy to report that they did not have any difficulties in performing and completing the audit and thanked the City for their continued trust and working relationship.

Mayor Foreman thanked Mr. Garcia and the Whitley Penn team for their work and presentation.

B. Receive the Keep Friendswood Beautiful Annual Report.

City Manager Morad Kabiri noted that the new KFB Vice Chair Pat Steinke was running behind and this item would be taken out of order once she arrived. Mayor Foreman noted that Council would move forward in the agenda and accommodate the item upon Ms. Steinke's arrival.

C. Receive the 4th of July Steering Committee Annual Report.

This item was not taken.

8. PROPOSED AMENDMENTS TO APPENDIX C ZONING ORDINANCE REGARDING GARDEN HOMES

A. Conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 2 "Establishment of districts," Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home developments."

At 6:40 P.M., Mayor Foreman opened a public hearing and requested that staff give council an overview of the item.

Director of Community Development Aubrey Harbin presented the item and noted that the general purpose of any garden home community is to provide for less maintenance of property and home, but more freedom than typical multi-family housing (e.g., apartments) by utilizing one side of the house as the "fence" between properties, which allows more contiguous green space by creating a U-shape or inset for outdoor living (example layout provided in final report). She further noted that the purpose of the proposed amendments is to clarify the architectural requirements for garden home communities in the future.

Mrs. Harbin noted that the proposed changes to the ordinance would:

1. Remove "multi-family" references throughout.
2. Remove the intent being geographical limitations and flooding. Flooding is not related to the zoning district but the design of the development. Clustering homes is allowed.
3. Add design criteria to allow for long term maintenance of this unique type of housing.
 - a. Roof overhang maximum 8-inches.
 - b. Gutters required if the roof slopes towards adjacent property.
 - c. Require more than 50 percent of the zero-lot-line side of the structure to be within 1 foot of the zero-lot line.
 - d. Access and maintenance easement required along a zero-lot line.

- e. Require the zero-lot-line side of the structure to comply with current building codes, which may limit openings and protrusions such as windows, etc.
- 4. Update the definition for what it means to be detached from neighboring structures.

Mrs. Harbin noted that currently, there are no undeveloped properties that are zoned MFR-GHD, so these changes would not impact any existing projects or structures.

Mrs. Harbin stated that the Planning and Zoning Commission voted unanimously (6 to 0) to approve the referenced amendments.

At 6:42 P.M., with there being no one signed up to speak, Mayor Foreman closed the public hearing.

B. Consider the first reading of an ordinance amending Appendix C "Zoning," Section 2 "Establishment of districts," "Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home developments.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Scott to approve the first reading of Ordinance No. 2022-08, related to Item 8.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING," SECTION 2 "ESTABLISHMENT OF DISTRICTS"; "SECTION 6. NONCONFORMING USES, STRUCTURES AND LOTS," SUBSECTION B "NONCONFORMING USES," PARAGRAPH 4; SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION C.1, SUBSECTION P.6 AND SUBSECTION Q; "SECTION 8 "SUPPLEMENTARY DISTRICT REGULATIONS," SUBSECTION I "LANDSCAPING AND SCREENING REQUIREMENTS," PARAGRAPH 2.E(3)(B) AND PARAGRAPH 2.F(3)(A)(III); AND "SECTION 20 "DEFINITIONS" OF THE FRIENDSWOOD CITY CODE TO REMOVE THE MULTI-FAMILY RESIDENTIAL (MFR) REFERENCE FROM THE GARDEN HOME DISTRICT (GHD) ZONING DISTRICT, TO ESTABLISH ARCHITECTURAL AND SITE RELATED REQUIREMENTS FOR GARDEN HOME DEVELOPMENTS, AND TO AMEND THE DEFINITION OF "DWELLING, GARDEN HOME"; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF

ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

Mayor Foreman stated that the Council would return to Item 7.B. regarding the KFB Annual Report as Ms. Steinke had arrived in the meeting.

7.B. Receive the Keep Friendswood Beautiful Annual Report.

KFB Vice Chair Pat Steinke thanked the Council for their patience and stated that she was very excited to present the KFB Annual Report for 2021. Ms. Steinke presented information on the KFB education programs to include Earth Day Classes, Pollinator Garden Presentation for Village on the Park, Spring Break Fairy Garden Classes as well as the KFB major events; such as the Spring Sparkle/Fall Haul Event and the yearly Tree Giveaway. Ms. Steinke spoke of the 2021 Governor's Community Achievement Awards for the City's Fairy trail and Pollinator Garden, both located at Stevenson Park, and reminded everyone of the KFB upcoming events for the spring and summer seasons.

Mayor and Council praised the work of the KFB members and volunteers, along with the Parks and Recreation staff for all other their hard work and wonderful programs.

9. CITY MANAGER'S REPORT

A. Present an update regarding Friendswood Police Department extra jobs.

City Manager Morad Kabiri presented the item and stated that back in December 2019, the Council had a workshop to discuss the City's Police Department's policy for the staffing of extra jobs by off-duty police officers. He noted that back in 2019, some concerns regarding liability and whether or not those officers are covered under the City's insurance while working off duty jobs were raised, and as they were not covered, it became a requirement that any officers working off duty jobs must secure his/her own liability insurance.

Mr. Kabiri further noted that the Police Chief must sign off on any off-duty extra jobs for the sworn officers with the following limitations in place:

- the job must be within the city limits with limited exceptions;
- the officer must be available if recalled and must respond to calls for service if the City needs those officers and those resources;
- Officers may not work jobs at bars or sexually oriented businesses, as these are high risk locations that increase the risk of liability or risk of injury; and
- no taxpayer dollars are to go towards these extra jobs, so any private businesses that hire these off-duty officers to work their business, must pay the officer(s) directly.

B. Present an update regarding the City receiving the GFOA Distinguished Budget Presentation Award.

City Manager Morad Kabiri presented the item and stated that he wanted to recognize the City's outstanding Administrative Services Office for receiving the 19th consecutive Government Finance Officers Association Budget Presentation Award for the City's Fiscal Year 2021-22 Municipal Budget. Mr. Kabiri noted that Friendswood is in the top 10%, if not less amongst the municipalities that receive this designation and recognized Administrative Services Director Katina Hampton and her amazing staff for the work they do every day.

C. Present an update regarding the City being rated among the Safest Cities in 2022.

City Manager Morad Kabiri presented the item and stated that the Friendswood Police Department was recognized for a Safe City Designation by two publications, Safewise and Neighborhoodscout.com. He noted that it is ranked 19th in the State of Texas by Safewise, which may seem a little high for Friendswood, but he wanted to note that for cities of a population of 25,000 or more in the State of Texas by Safewise, Friendswood is ranked number two. Mr. Kabiri further noted that for Neighborhoodscout.com, Friendswood ranked 39th amongst cities across the country with a population of 25,000 or more. Mr. Kabiri thanked the Police Department and police officers for what they do day in and day out to keep Friendswood safe.

Lastly, Mr. Kabiri reminded everyone that the Spring Sparkle Event is scheduled for this Saturday at Centennial Park from 8:00 a.m. to 2:00 p.m.

10. BUSINESS ITEMS

A. Consider awarding the Fiscal Year 2021-2022 Asphalt Street Maintenance Contract to Pavecon Ltd. Co.

This item awards a contract to Pavecon Ltd. Co., for the City of Friendswood's Fiscal Year 2021-2022 Asphalt Street Maintenance Program in the amount of \$900,000.

The selection of streets to be repaired under this contract is guided by the City's Pavement Management Program and confirmed by site visits by the City's Engineering and Public Works staff. This year's Asphalt Street Maintenance Program will include full depth reclamation and overlay of:

- Cowards Creek Drive,
- Garden Drive,
- Murphy Lane, and
- Sedora Drive.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to award the Fiscal Year 2021-2022 Asphalt Street Maintenance Contract to Pavecon Ltd. Co. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

11. RESOLUTIONS & ORDINANCES

A. Consider the first reading of an ordinance amending Chapter 30 “Fire Protection And Prevention,” Article IV “Fireworks,” Section 30-139 “Definitions”; Section 30-140 “General provisions”; Section 30-141 “Exceptions”; Section 30-142 “Public displays exempted”; Section 30-143 “Illegal fireworks declared nuisance; seizure and destruction”; Section 30-144 “Penalty for violation of this article”; and Section 30-145 “Permitted transportation; identification” of the Friendswood City Code to regulate fireworks in accordance with state law, to generally prohibit fireworks from being ignited on property within the city, and to prohibit public displays by persons other than a governmental entity during certain times of the year.

This proposed ordinance approves the first reading of an ordinance amending Chapter 30 “Fire Protection And Prevention,” Article IV “Fireworks”.

Fire Marshal Brian Mansfield presented the item and stated that the Fireworks Ordinance had not been updated or revised in over 15 years. He noted that the ordinance is governed by Local Government Code, Occupations Code, and Texas Administration Code and is one of many codes and ordinances that is used to meet the code expectations of the Insurance Services Office (ISO).

Fire Marshal Mansfield noted that on February 7, 2022, the Council considered a revision to the fireworks ordinance and referred it to a subcommittee comprised of Councilmembers Steve Rockey, Trish Hanks, and Robert Griffon. This subcommittee met on February 22nd to review each section of the ordinance, including the following items specifically referenced at the Council meeting:

| Issue Raised at the February Council Meeting | Changes in Proposed Ordinance |
|--|--|
| <u>Section 30-140 (a)</u>
Should a person be able to possess fireworks in a vehicle or a residence? | Persons may possess fireworks in a motor vehicle as long as the fireworks are packaged and unopened.

Persons may possess fireworks with the intent to store them at their residence. (Note the bulk storage of fireworks remains subject to state law.) |
| <u>Section 30-140 (b)(2)</u>
Is the defense in this subsection necessary or even contradictory to subsection (b)(3)? | The defense was removed. |
| <u>Section 30-142</u>
Should there be a fireworks permitting process for residential and commercial locations? | The fireworks permitting process allows a person to have a public display of fireworks, except when the state allows firework sales and three days thereafter.

Persons must apply at least two days prior to the desired date of the public display.

Persons who handle the public display must have the licenses required by state law. |
| <u>Section 30-141</u>
Should the ordinance address aiding minors in the purchase and use of fireworks? | This offense was removed. |

Fire Marshal Mansfield stated that in addition to the changes noted in the chart, the ordinance before the Council also:

1. conforms/adds the definitions of "distributor," "jobber," "jurisdiction," "passenger area of a motor vehicle," "public display" and "pyrotechnic operator" to be consistent with state law; and
2. adds an offense for any person to organize, supervise, officiate, permit, or accept responsibility for a gathering on public or private property on which a person uses fireworks.

Mayor Pro Tem Griffon stated that he was grateful that the subcommittee and the staff were able to work through his concerns and noted that he fully supported the ordinance being proposed.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Griffon to approve Ordinance No. 2022-09, related to Item 11.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed.

ORDINANCE NO. 2022- 09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 30 "FIRE PROTECTION AND PREVENTION," ARTICLE IV "FIREWORKS," SECTION 30-139 "DEFINITIONS"; SECTION 30-140 "GENERAL PROVISIONS"; SECTION 30-141 "EXCEPTIONS"; SECTION 30-142 "PUBLIC DISPLAYS EXEMPTED"; SECTION 30-143 "ILLEGAL FIREWORKS DECLARED NUISANCE; SEIZURE AND DESTRUCTION"; SECTION 30-144 "PENALTY FOR VIOLATION OF THIS ARTICLE"; AND SECTION 30-145 "PERMITTED TRANSPORTATION; IDENTIFICATION" OF THE FRIENDSWOOD CITY CODE TO REGULATE FIREWORKS IN ACCORDANCE WITH STATE LAW, TO GENERALLY PROHIBIT FIREWORKS FROM BEING IGNITED ON PROPERTY WITHIN THE CITY, AND TO PROHIBIT PUBLIC DISPLAYS BY PERSONS OTHER THAN A GOVERNMENTAL ENTITY DURING CERTAIN TIMES OF THE YEAR; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

B. Consider the second and final reading of an ordinance amending Appendix C "Zoning," Section 7.J "PUD, Planned Unit Development, general purpose and description" of the Friendswood

City Code to add criteria to qualify for a PUD, decrease the percentage of allowable change in land use, add an expiration of two years, and add standards for revocation.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve Ordinance No. 2022-06, related to Item 11.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C, "ZONING," SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION J "PUD, PLANNED UNIT DEVELOPMENT, GENERAL PURPOSE AND DESCRIPTION" OF THE FRIENDSWOOD CITY CODE TO ADD CRITERIA TO QUALIFY FOR A PUD, DECREASE THE PERCENTAGE OF ALLOWABLE CHANGE IN LAND USE, ADD AN EXPIRATION OF TWO YEARS, AND ADD STANDARDS FOR REVOCATION; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

C. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VII" and providing for supplemental appropriation and/or transfer of certain funds.

This proposed ordinance approves budget amendments for the following:

1. Insurance Reimbursement for Curb Repairs, \$3,250. Appropriate insurance reimbursement received from Harco National Insurance Company o/b/o Transguard Insurance Company. City property, specifically a concrete ramp and curb, were damaged by a moving truck at the intersection of Carey Ln. and Cedarwood Dr. Funding will be appropriated to the Public Works Streets/Sidewalk Ops division operating services budget to cover the repairs to City property.
2. Friends of the Library Donation, \$476. Appropriate donation from Friends of the Library to the Library department's community events budget. The funds will be used to reimburse expenditures for the Library Gala.
3. Water Meter Sales, \$125,000. Appropriate proceeds received from the sale of water meters from the automated meter infrastructure change-out program to the Public works Water Operations division's water meters & boxes budget to purchase

additional water meters. The meters will be the same model as those currently being installed.

4. Activity Building Restroom Renovation, \$17,000. Appropriate funds to renovate a restroom in the Activity Building. A shower will be installed in a single-user restroom using the existing plumbing. This shower would be available in the event the building needed to be used during emergency response situations. The funding source will be unassigned general fund balance.
5. Parks Administration Insurance Reimbursement, \$3,943. Appropriate insurance reimbursement received from TML. Parks Admin vehicle unit CS10 was damaged in an accident. Funds will be appropriated to the Parks Admin division vehicle maintenance budget to offset the vehicle repair expenses.
6. Reimbursement for Plumbing Repairs, \$194. Appropriate reimbursement from contractor for plumbing repairs. Plumbing repairs were necessary at 15702 Blackhawk Blvd due to damages caused from work on the automated water meter project. The contractor reimbursed the City for the cost of repairs. Funds will be appropriated to the Public Works Water Utilities division's water meters replacement program budget.
7. FVFD/EMS Donation Fund, Ambulance Trade-in Credit, \$3,500. Appropriate trade-in credit received from the disposal of ambulance (Unit 48). FVFD traded-in a 2016 International Ambulance for \$3,500 towards the purchase of a new ambulance. Council approved replacing Unit 48 at the March 7, 2022, council meeting. Funds will be appropriated to the FVFD/EMS Donation Fund vehicles budget.
8. Community Development Department Office Renovation, \$9,500. Appropriate funds to renovate the CDD office area. Work involves dividing a single office into two office spaces as well as relocating fire sprinklers to meet code. The funding source will be unassigned general fund balance.
9. Administrative Services/Human Resources Office Workroom Renovation, \$8,500. Appropriate funds to renovate the ASO/HR suite workroom. Work involves extending the existing workroom and converting currently unused hall space for use as a breakroom area. The funding source will be unassigned general fund balance.
10. Forest Bend HOA Park Drainage Pipe Repair, \$49,936. Appropriate funds to perform emergency repairs to a 60" metal drainage pipe at Forest Bend HOA Park. A storm sewer pipe has collapsed creating a sinkhole. Furthermore, this is the only drainage pipe that flows through the Forest Bend Subdivision. Under, Local Code Section 252.022 (a) (2) & (3), this emergency repair is exempted from certain State purchasing requirements. The funding source will be unassigned general fund balance.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2022-10, related to Item 11.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING 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 VII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

12. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Erenwert to approve the Consent Agenda, Items 12.A through 12.E. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

- A. Consider a resolution suspending the May 2, 2022, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to implement interim grip rate adjustments for gas utility investment in 2021.**

RESOLUTION NO. R2022-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUSPENDING THE MAY 2, 2022, EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2021; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Consider a resolution repealing Resolution No. R98-40, which established a public information disclosure policy, and adopting an updated public information policy to establish a uniform and centralized system for the processing of public information requests in compliance with all applicable laws.**

RESOLUTION NO. R2022-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING RESOLUTION NO. 98-40 ADOPTED ON DECEMBER 7, 1998, ESTABLISHING A PUBLIC INFORMATION (OPEN RECORDS) DISCLOSURE POLICY FOR THE CITY OF FRIENDSWOOD; ADOPTING AN UPDATED PUBLIC INFORMATION POLICY; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; CONTAINING A SEVERABILITY PROVDNIG; AND PROVIDING FOR AN EFFECTIVE DATE.

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

This item approves for the disposal of decommissioned police vehicle (P299 – 2016 Ford Explorer) through the Houston Auto Auction. The vehicle has been in service since 2016 and was scheduled for replacement in 2022. The costs associated with keeping the vehicle suitable for service are high, making the most cost-effective solution to auction it.

The vehicle will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

- D. Consider accepting the February 2022 tax report.**

- E. Consider approving the minutes of the City Council Regular Meeting held on February 7, 2022.**

13. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.074 “Personnel Matters” of the Texas Government Code to deliberate the annual performance of the City Secretary.**

At 7:04 P.M. Mayor Foreman recessed and convened into an executive session pursuant to Texas Government Code, Section 551.074 “Personnel Matters” of the Texas Government Code to deliberate the annual performance of the City Secretary.

At 7:27 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

14. DISCUSSION AND POSSIBLE ACTION

A. Consider and take possible action regarding the City Secretary's annual review.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve a 6.89% increase to the City Secretary's salary. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

15. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the April 4, 2022, City Council Regular Meeting at 7:28 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess into and conduct an executive session pursuant to the Texas Government Code, Section 551.074 to deliberate the annual performance of the City Manager.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 04/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess into and conduct an executive session pursuant to the Texas Government Code, Section 551.087 to deliberate the offer of a financial or other incentive to a business prospect.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Section 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. First Amendment
2. 1715 City Budget
3. Econ Impact Fwood

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: May 2, 2022

Date submitted: 04/05/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider and take possible action regarding the City Manager's annual review.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 2, 2022

Date submitted: 04/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action on a proposed offer of a financial or other incentive to a business prospect.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. First Amendment